

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

**Blue Sheet No. 20040740**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for acquisition of 2056, 2060 and 2066 South Street for the Supportive Housing Development Program, in the amount of \$195,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

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

**WHAT ACTION ACCOMPLISHES:** The acquisition of three residential properties, providing nine supportive housing units.

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

*C6E*

**3. MEETING DATE:**  
*06-22-2004*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE 125
- ORDINANCE
- ADMIN.
- OTHER B.S. 980869

**6. REQUESTOR OF INFORMATION**

- A.
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY Karen L. W. Forsyth, Director

**7. BACKGROUND:** The Department of Human Services is acquiring properties to be utilized for a supportive housing partnership program. The program coordinates a partnership between a housing provider and a service provider, catering to the needs of a specific population with disabilities. The Division of County Lands has negotiated a contract with St. Luke's Episcopal Church of Fort Myers, Inc., to purchase three residential properties located at 2056, 2060 & 2066 South Street in Fort Myers. The three properties will provide nine supportive housing units for qualifying individuals or families. The property known as 2066 South Street consists of a double lot, which may provide land for the development of up to six additional supportive housing units.

One of the units located at 2060 South Street is occupied under an existing lease between the Saint Luke's Episcopal Church of Fort Myers, Inc. and Ruth Cooper Center. Lee County will assume the lease, in accordance with the terms and conditions specified in the Agreement for Purchase and Sale of Real Estate.

The firm of Grubb & Ellis Division of Valuation and Research appraised the properties, with a resulting total value of \$210,000 (\$70,000, \$85,000, and \$55,000, respectively). A copy of the salient appraisal data is attached for reference.

The nine housing units will be rehabilitated at an estimated cost of \$137,000. Once the rehabilitation is complete, the Department of Human Services (DHS) will advertise a Request for Qualifications to own, manage and operate the housing units. At which time, the DHS will coordinate a cooperative agreement between housing and service providers.

The project is to pay estimated closing costs of \$5,000, inclusive of title insurance fees and documentary stamp tax.

Funds for purchase and rehabilitation <sup>WILL BE</sup> are available from the Community Block Grant Program. (Account Number 11074013920.508309.1139)

**Attachments:** Purchase Agreement; Appraisal (Location Map Included); Title Data; Affidavit of Interest; 5-Year Sales History

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>Admin 6/9/04</i>				G County Manager
<i>K. Forsyth</i>			<i>Rich from Housing</i>	<i>Richard Wagner 6/9/04</i>	OA	OM	RISK	GC	<i>152000</i>
					<i>6/9/04</i>	<i>6/9/04</i>	<i>6/9/04</i>	<i>6/9/04</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *6/9/04*  
Time: *3:05 PM*  
Forwarded to: *Co. Admin.*  
*6/9/04 10 AM*

RECEIVED BY COUNTY ADMIN:  
*6/9/04*  
1115 CONSULT  
COUNTY ADMIN FORWARDED TO:  
*6/10/04 9 AM*

This document prepared by

Lee County  
County Lands Division  
Project: HS/South Street Properties  
Parcel: 2056, 2060, & 2066 South Street  
STRAP No.: 24-44-24-P4-01402.0050, .0040 & .0010

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_ day of \_\_\_\_\_, 2004 by and between ST. LUKE'S EPISCOPAL CHURCH OF FORT MYERS, INC., a Florida non profit corporation, hereinafter referred to as SELLER, whose address is 2635 Cleveland Avenue, Fort Myers, Florida 33901, 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 .167 acre more or less, and located at 2056 South Street, Fort Myers, Florida 33901 and more particularly described in "Exhibit A" attached hereto and made a part hereof; a parcel of land consisting of .167 acre more or less, and located at 2060 South Street, Fort Myers, Florida 33901 and more particularly described in "Exhibit B" attached hereto and made a part hereof; and a parcel of land consisting of .358 acre more or less, and located at 2066 South Street, Fort Myers, Florida 33901 and more particularly described in "Exhibit C" attached hereto and made a part hereof, hereinafter collectively called "the Property." This property will be acquired for the Lee County Hope 3 and Affordable Housing Homestead program, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Ninety-Five Thousand and no/100 (\$195,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the 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) Statutory warranty deed(s), 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(s) 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(s);
- (b) documentary stamps on deed(s)
- (c) survey(s), (if desired by BUYER).

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

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the Property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 15 days after notice, BUYER may elect to accept the Property in its existing condition, or may terminate this Agreement without further obligation.

9. **SURVEY AND TERMITE INSPECTION:** BUYER may order the Property surveyed, and inspected for wood boring insects at BUYER's expense. SELLER agrees to provide access to the Property for the survey and termite inspection 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. If the termite inspection identifies the presence of wood boring insects, upon notice to the SELLER, the BUYER may elect to accept the Property its existing condition, or may terminate this Agreement without further obligation.

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 further obligation.

**11. ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents, to the best of SELLER's knowledge, 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 thirty (30) 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.


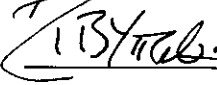
17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

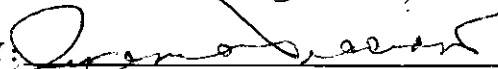
18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.


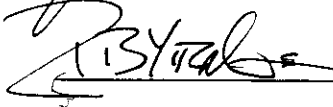
WITNESSES:

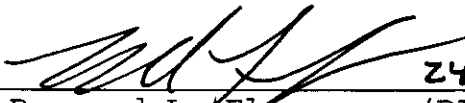
SELLER:

ST. LUKE'S EPISCOPAL CHURCH OF  
FORT MYERS, INC., a Florida non  
profit corporation

  
\_\_\_\_\_  
JOHN W. STEAKLEY SR  
  
\_\_\_\_\_  
BY: ROGER YTTERBERG

BY:  MAY 24, 04  
\_\_\_\_\_  
Eugene A. Picciano (DATE)  
~~Vice President/Chairman~~  
SENIOR WARDEN

  
\_\_\_\_\_  
JOHN W. STEAKLEY SR  
  
\_\_\_\_\_  
BY: ROGER YTTERBERG

BY:  24<sup>th</sup> May '04  
\_\_\_\_\_  
Bernard L. Flynn (DATE)  
~~Vice President/Chairman~~  
JUNIOR WARDEN

CHARLIE GREEN, CLERK

BUYER:  
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

**SPECIAL CONDITIONS**

**BUYER: Lee County**  
**SELLER: St. Luke's Church**  
**PARCEL NO.: 2056, 2060, 2066**

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, appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, awnings, doors, floor covering, fencing and landscaping, as of the date of the BUYER'S last inspection on April 28, 2004.

BUYER'S authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixture(s) by SELLER 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.

At the time of Closing, SELLER hereby agrees to deliver possession of the Property to BUYER, absent of any resident(s) or tenant(s), except the current and single tenant residing at 2060 South Street (Unit A), Fort Myers, Florida, as a sublease tenant authorized under the terms and conditions of that Residential Lease dated June 2, 2003, attached as Exhibit "D" hereto and made a part hereof, by and between Saint Luke's Episcopal Church, Lessor, and Ruth Cooper Center, Lessee. SELLER hereby agrees that the purchase of the Property is NOT subject to any other written or verbal lease agreement(s) of the SELLER. SELLER further agrees to assign any rents, leases, and security deposits effective of the date of Closing, to the BUYER.

Prior to Closing, SELLER will provide a copy of the executed Modification of Residential Lease, in the form provided in Exhibit "E", attached hereto and made a part hereof, between Saint Luke's Episcopal Church and Ruth Cooper Center.

WITNESSES:

Richard R. Wain  
[Signature]

**SELLER:**

ST. LUKE'S EPISCOPAL CHURCH OF  
FORT MYERS, INC., a Florida non  
profit corporation

By: [Signature] MAY 24, 2004  
Eugene A. Picciano (DATE)  
Vice President/Chairman  
SENIOR WARDEN

WITNESSES:

Richard R. Wain  
[Signature]

By: [Signature] MAY 24, 2004  
Bernard L. Flynn (DATE)  
Vice President/Chairman  
JUNIOR WARDEN



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)

## **EXHIBIT “A”**

**The West 57 feet of the following described property: The West 20 feet of Lot 3, all of Lot 4 and the East 44 feet of Lot 5, all in Block 2 of that certain subdivision known as the Revised Plat of William Jeffcott’s Subdivision, of the Southwest Quarter of Section 24, Township 44 South, Range 24 East, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 4, Page 19.**

## **EXHIBIT "B"**

**The West 20 feet of Lot 3, and the East 37 feet of Lot 4, Block 2 of that certain subdivision known as the Revised Plat of William Jeffcott's Subdivision, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 4, Page 19.**

## **EXHIBIT “C”**

**All of Lots 1 and 2, and the East 30 feet of Lot 3, all in Block 2 of that certain subdivision known as the Revised Plat of William Jeffcott’s Subdivision of the Southwest Quarter of the Southwest Quarter of Section 24, Township 44 South, Range 24 East, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 4, Page 19.**

LF310-04  
R310-04

**RESIDENTIAL LEASE**  
Apartment — Condominium — House

BY THIS AGREEMENT made and entered into on  
between **SAINT LUKE'S EPISCOPAL CHURCH**  
and **RUTH COOPER CENTER**  
Lessor leases to Lessee the premises situated at

**JUNE 2, 2003**,  
herein referred to as Lessor,  
herein referred to as Lessee.

**2060 A SOUTH STREET**

in the City of **FT. MYERS**  
State of **FLORIDA**

, County of **LEE**  
and more particularly described as follows:

**PARCEL I.D.: 24-44-24-P4-01402.0040**

together with all appurtenances, for a term of **1** years, to commence on **JUNE 2, 2003**  
and to end on **JUNE 2, 2004**, at **12** o'clock **A. m.**

1. **Rent.** Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of  
**FIVE HUNDRED NINETY FOUR** Dollars (\$ **594.00** ) per month  
in advance on the **5th** day of each calendar month beginning **JUNE 2**  
**2003**, at **2635 CLEVELAND AVENUE**, City of  
**FT. MYERS**, State of **FLORIDA** **33901**, or at such other place as  
Lessor may designate.

2. **Security Deposit.** On execution of this lease, Lessee deposits with Lessor  
**FIVE HUNDRED NINETY FOUR** Dollars (\$ **594.00** ), receipt of which is acknowledged  
by Lessor, as security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee, without  
interest, on the full and faithful performance by him of the provisions hereof.

3. **Quiet Enjoyment.** Lessor covenants that on paying the rent and performing the covenants herein contained,  
Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

4. **Use of Premises.** The demised premises shall be used and occupied by Lessee exclusively as a private single  
family residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease  
by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than  
as a private single family residence. Lessee shall comply with all the sanitary laws, ordinances, rules, and orders of  
appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises,  
and the sidewalks connected thereto, during the term of this lease.

5. **Number of Occupants.** Lessee agrees that the demised premises shall be occupied by no more than **2**  
persons, consisting of **2** adults and **0** children under the age of **N/A** years, without the written  
consent of Lessor.

6. **Condition of Premises.** Lessee stipulates that he has examined the demised premises, including the grounds and  
all buildings and improvements, and that they are, at the time of this lease, in good order, repair, and a safe, clean,  
and tenable condition.

7. **Assignment and Subletting.** Without the prior written consent of Lessor, Lessee shall not assign this lease, or  
sublet or grant any concession or license to use the premises or any part thereof. A consent by Lessor to one  
assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment,  
subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent  
of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this  
lease.

**NOTICE:** Contact your local county real estate board for additional forms that may be required to meet your specific needs.

- 8. Alterations and Improvements.** Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Lessor. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or sooner termination of this lease.
- 9. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
- 10. Dangerous Materials.** Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 11. Utilities.** Lessee shall be responsible for arranging for and paying for all utility services required on the premises, except that **NONE** shall be provided by Lessor.
- 12. Right of Inspection.** Lessor and his agents shall have the right at all reasonable times during the term of this lease and any renewal thereof to enter the demised premises for the purpose of inspecting the premises and all building and improvements thereon.
- 13. Maintenance and Repair.** Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; keep the electric bells in order; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Lessee's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Lessor or his assigns. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at his direction without the prior written consent of Lessor.
- 14. Animals.** Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.
- 15. Display of Signs.** During the last **30** days of this lease, Lessor or his agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants.
- 16. Subordination of Lease.** This lease and Lessee's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.
- 17. Holdover by Lessee.** Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee which shall be subject to all the terms and conditions hereof but shall be terminated on **30** days' written notice served by either Lessor or Lessee on the other party.
- 18. Surrender of Premises.** At the expiration of the lease term, Lessee shall quit and surrender the premises hereby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.
- 19. Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of Lessor, shall terminate and be forfeited, and Lessor may re-enter the premises and remove all persons therefrom. Lessee shall be given written notice of any default or breach, and termination and forfeiture of the lease

shall not result if, within 10 days of receipt of such notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

20. Abandonment. If at any time during the term of this lease Lessee abandons the demised premises or any part thereof, Lessor may, at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Lessee, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

22. Radon Gas Disclosure. As required by law, (Landlord) (Seller) makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. Lead Paint Disclosure. "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller or lessor of any interest in residential real estate is required to provide the buyer or lessee with any information on lead-based paint hazards from risk assessments or inspection in the seller or lessor's possession and notify the buyer or lessee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

24. Other Terms:

SEE ATTACHMENT

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

[Signature]  
Lessor

[Signature]  
Lessee

ST. LUKE'S EPISCOPAL CHURCH  
Lessor

Ruth Cooper Center  
Lessee

NOTICE: State law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act or the applicable Landlord Tenant Statute or code of your state. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

Attachment to Lease between Lessor, Saint Luke's Episcopal Church, and Lessee, Ruth Cooper Center:

1. **Use of Premises and Subletting:** Lessor has been informed that Ruth Cooper Center will be subletting the leased premises to the Center's Shelter Plus Care Project participants, clients of Ruth Cooper Center. The tenants occupying the leased premises could change based on their eligibility to participate in the Project. The tenants will be unrelated single adults who are receiving supportive services from Ruth Cooper Center. Lessee will notify Lessor of changes in tenant occupancy of the premises and will notify Lessor of contact persons at Ruth Cooper Center.

2. **Property Inspections:** Lessor has been informed that the leased premises require a preliminary inspection by the Lee County Department of Human Services in order to be cleared for occupancy by the Shelter Plus Care participants. Lessor agrees to maintain the premises in an acceptable manner according to HUD's Housing Quality Standards and agrees to make timely repairs to the premises. Lessor has been informed that HUD requires annual HQS inspections of the leased premises for the duration of the rental contract. Lessee will notify Lessor of the scheduled annual inspection date.

3. **Access by Ruth Cooper Center staff:** Lessor has been informed that Ruth Cooper Center staff (Property Management and Adult Resource Coordination department staff) will be issued keys to the premises in order to perform routine duties associated with the provision of supportive services to the tenants.



**MODIFICATION OF RESIDENTIAL LEASE**

This Modification of Residential Lease is made this 24<sup>th</sup> day of May, 2004, by and between **SAINT LUKE'S EPISCOPAL CHURCH** [hereinafter know as the "*Lessor*"] and **RUTH COOPER CENTER** [hereinafter known as the "*Lessee*"].

All terms, conditions and agreements of the Residential Lease [hereinafter known as the "*Lease*"], dated June 2, 2003, for the premises situated at 2060A South Street, in the City of Fort Myers, County of Lee and State of Florida, [hereinafter known as the "*Property*"], including all other addenda thereto, as entered into by the parties herein are hereby ratified and affirmed subject to the following:


1. Lessor consents to Lessee subleasing of the Property, subject to the Lessee's agreement herein to provide every subsequent sublessee with the Radon Gas Disclosure and Lead Paint Disclosure contained in the Lease as Numbered Provisions 22 and 23, respectively. Lessee will provide Lessor with a written affirmation of the disclosure provided to every sublessee upon request.
2. Lessee may sublease the Property for a maximum period of six months, commencing June 2, 2004, and ending on December 2, 2004. Thereafter, any subsequent sublease of the Property is limited to one month periods only, and further subject to the requirement that the Lease of the Property between the Lessor and Lessee be in good standing.
3. Lessor reserves all other rights to control the subletting of the Property as set forth in the Lease as Numbered Provision 7, Assignment and Subletting.

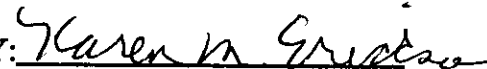
All other terms and conditions are to be performed as first written.

We have hereunto set our hands intending to be bound the date first written above.

Lessor  
**SAINT LUKE'S  
EPISCOPAL CHURCH**

Lessee  
**RUTH COOPER CENTER**

BY:   
[signature]  
EUGENE A. PICCIANO  
[type or print name]  
SENIOR WARDEN  
[title]

BY:   
[signature]  
Karen M. Erickson  
[type or print name]  
Property mgr.  
[title]

**UNIFORM RESIDENTIAL APPRAISAL REPORT**

File No. 07308

Property Address 2056 South St. City Fort Myers State FL Zip Code 33901  
 Legal Description E 44ft Lt 5; W13ft Lt 4, Blk 2; Jeffcotts S/D; PB 4 PG 19 County Lee  
 Assessor's Parcel No. 2444244014020050 Tax Year 2002 R.E. Taxes \$ 1420 Special Assessments \$ n/a  
 Borrower n/a Current Owner n/a Occupant  Owner  Tenant  Vacant   
 Property rights appraised  Fee Simple  Leasehold  Project Type  PUD  Condominium (HUD/VA only) HOA \$ n/a /Mo.  
 Neighborhood or Project Name Jeffcotts Subdivision Map Reference 44 24 24 Census Tract 7,00  
 Sales Price \$ n/a Date of Sale n/a Description and \$ amount of loan charges/concessions to be paid by seller n/a  
 Lender/Client Lee County Dept of Human Services Address 83 Pondella Rd., Suite 1, N. Fort Myers, FL  
 Appraiser Beverly A Craig, SRA Address 13131 University Drive, Fort Myers, FL

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Predominant occupancy	Single family housing PRICE \$(000)	AGE (yrs)	Present land use %	Land use change
Built up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%					
Growth rate	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input checked="" type="checkbox"/> Tenant 25	150	High	2-4 family 10	<input type="checkbox"/> In process
Property values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant (0-5%)	Predominant	50+	Multi-family 10	To: _____
Demand/supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In balance	<input type="checkbox"/> Over supply	<input type="checkbox"/> Vacant (Over 5%)	65	30	Commercial	( )
Marketing time	<input type="checkbox"/> Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.					

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**  
 Neighborhood boundaries and characteristics: East of Cleveland Ave., north of Colonial Blvd., south of Palm Beach Blvd. and west of Ortiz Ave., an area of multiple uses including single family homes, many over thirty years old.  
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):  
The subject's proximity to employment is considered to be good. Employment stability is average and market appeal is average.  
 Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):  
The subject is in a residential area close to downtown Fort Myers that typically consists of older homes, some in disrepair, some being removed for new construction, others being renovated and brought up to current codes. The demand and supply of similar homes appears to be in balance with marketing time being three to six months. Typical sales in the neighborhood is cash to the seller with financing from FHA, local lending institutions and seller financing that may offer financing concessions.

**Project information for PUDs** (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)?  Yes  No  
 Approximate total number of units in the subject project \_\_\_\_\_ Approximate total number of units for sale in the subject project \_\_\_\_\_  
 Describe common elements and recreational facilities: \_\_\_\_\_

Dimensions <u>57' x 128'</u>	Site area <u>7296 sf</u>	Corner Lot <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Topography <u>Mostly level</u>
Specific zoning classification and description <u>A-2, Residential</u>	Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered-use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	Highest & best use as improved <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain) _____	Size <u>Typical for the area</u>
Utilities	Off-site improvements	Public	Private
Electricity <input checked="" type="checkbox"/>	Street <u>Asphalt</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas <input type="checkbox"/>	Curb/Gutter _____	<input type="checkbox"/>	<input type="checkbox"/>
Water <input checked="" type="checkbox"/>	Sidewalk _____	<input type="checkbox"/>	<input type="checkbox"/>
Sanitary Sewer <input checked="" type="checkbox"/>	Street Lights <u>Incandescent</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Storm Sewer <input type="checkbox"/>	Alley _____	<input type="checkbox"/>	<input type="checkbox"/>
			Landscaping <u>Typical for the area</u>
			Driveway Surface <u>None</u>
			Apparent Easements <u>No adverse ones known</u>
			FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
			FEMA Zone <u>B</u> Map Date <u>11/84</u>
			FEMA Map No. <u>125106 0020 B</u>

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): A current survey was not available to address easements and/or encroachments.

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION			FOUNDATION			BASEMENT		INSULATION		
No. of Units	<u>1</u>	Foundation	<u>Concrete</u>	Slab	<u>Yes</u>	Area Sq. Ft.	<u>n/a</u>	Roof	<input type="checkbox"/>			
No. of Stories	<u>1</u>	Exterior Walls	<u>CBS</u>	Crawl Space	<u>no</u>	% Finished		Ceiling	<input type="checkbox"/>			
Type (Det./Att.)	<u>Detached</u>	Roof Surface	<u>Asphalt shingl</u>	Basement	<u>no</u>	Ceiling		Walls	<input type="checkbox"/>			
Design (Style)	<u>Ranch</u>	Gutters & Dwnspnts.	<u>Adeq/Overha</u>	Sump Pump	<u>no</u>	Walls		Floor	<input type="checkbox"/>			
Existing/Proposed	<u>Existing</u>	Window Type	<u>Alum/Frame</u>	Dampness	<u>none noted</u>	Floor		None	<input type="checkbox"/>			
Age (Yrs.)	<u>51</u>	Storm/Screens	<u>yes/no</u>	Settlement	<u>none noted</u>	Outside Entry		Unknown	<input type="checkbox"/>			
Effective Age (Yrs.)	<u>25</u>	Manufactured House	<u>no</u>	Infection	<u>none noted</u>			Not inspected	<input type="checkbox"/>			
ROOMS												
	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												<u>n/a</u>
Level 1		<u>1</u>	<u>Area</u>	<u>1</u>				<u>3</u>	<u>3.00</u>			<u>1177</u>
Level 2												

**Finished area above grade contains:** 5 Rooms, 3 Bedroom(s), 3.00 Bath(s), 1177 Square Feet of Gross Living Area

INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		GAR STORAGE:	
Floors	<u>Carpet/Tile/Avg</u>	Type	<u>Wall</u>	Refrigerator	<input checked="" type="checkbox"/>	None	<input type="checkbox"/>	Fireplace(s) #	<input type="checkbox"/>	None	<input checked="" type="checkbox"/>
Walls	<u>Drywall/Avg</u>	Fuel	<u>Elec</u>	Range/Oven	<input checked="" type="checkbox"/>	Stairs	<input type="checkbox"/>	Patio	<input type="checkbox"/>	Garage	# of cars
Trim/Finish	<u>Wood/Paint/Avg</u>	Condition	<u>Unknown</u>	Disposal	<input type="checkbox"/>	Drop Stair	<input type="checkbox"/>	Deck	<input type="checkbox"/>	Attached	
Bath Floor	<u>Tile/Avg</u>	COOLING		Dishwasher	<input type="checkbox"/>	Scuttle	<input checked="" type="checkbox"/>	Porch	<u>Encl</u>	Detached	
Bath Wainscot	<u>Tile/Avg</u>	Central	<u>no</u>	Fan/Hood	<input type="checkbox"/>	Floor	<input type="checkbox"/>	Fence	<input type="checkbox"/>	Built-in	
Doors	<u>Holocore/Avg</u>	Other	<u>Wall</u>	Microwave	<input type="checkbox"/>	Heated	<input type="checkbox"/>	Pool	<input type="checkbox"/>	Carport	
		Condition	<u>Unknown</u>	Washer/Dryer	<input checked="" type="checkbox"/>	Finished	<input type="checkbox"/>			Driveway	

Additional features (special energy efficient items, etc.): Ceiling fans.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: The subject has the original carport enclosed and made into an enclosed porch and a 14' x 23' rec room or 3rd bedroom has been built behind the main house, adjacent to the open patio. A bath has been added to the enclosed porch and the rec room.  
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: There are no known adverse environmental conditions in the improvements or on the site or in the sites immediate vicinity.

**Valuation Section** **UNIFORM RESIDENTIAL APPRAISAL REPORT** File No. **1234**

ESTIMATED SITE VALUE		= \$	14600	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): <b>Cost is an estimate from Marshall &amp; Swift Residential Cost Handbook Depreciation is modified age/life methods and observation with remaining economic life of 40 years.</b>
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:				
Dwelling	1177 Sq. Ft. @ \$ 57.50	= \$	67678	
Porches	Sq. Ft. @ \$ 25.00	=	5000	
Garage/Carport	Sq. Ft. @ \$	=		
Total Estimated Cost-New		= \$	72678	
Less	Physical 38%			
Depreciation	27618	= \$	27618	
Depreciated Value of Improvements		= \$	45060	
*As-is* Value of Site Improvements		= \$	7500	
<b>INDICATED VALUE BY COST APPROACH</b>		= \$	67160	

ITEM	SUBJECT	COMPARABLE NO. 1			COMPARABLE NO. 2			COMPARABLE NO. 3		
Address	2056 South St. Ft Myers, FL 33901	3038 Calvin Blvd Fort Myers, FL			3009 Grand Ave Fort Myers, FL			2122 Pineview Rd Fort Myers, FL		
Proximity to Subject		3/4 mile south			3/4 mile south			One mile south		
Sales Price	\$ n/a	\$ 85000			\$ 85000			\$ 81000		
Price/Gross Liv. Area	\$	\$ 65.64			\$ 66.35			\$ 68.30		
Data and/or Verification Sources	Inspection Public records	Exterior inspection MLS/OR 4154/0943			Exterior inspection MLS/OR 4145/2556			Exterior inspection MLS/OR 4051/3094		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) Adjustment			DESCRIPTION +(-) Adjustment			DESCRIPTION +(-) Adjustment		
Sales or Financing Concessions		Cash None knowbn			Convential Fin None known			FHA None known		
Date of Sale/Time		12/2003			11/2003			8/2003		
Location	Average	Average			Average			Average		
Leasehold/Fee Simple	Fee Simple	Fee Simple			Fee Simple			Fee Simple		
Site	7,296.00 sf	10,395.00 sf -6,200			10,789.00 sf -7,000			9,750.00 sf -4,900		
View	Average	Average			Average			Average		
Design and Appeal	Ranch/Contemp	Ranch/Contemp			Ranch/Contemp			Ranch/Contemp		
Quality of Construction	Average	Average			Average			Average		
Age	51 yrs	48 yrs -1500			48 yrs -1500			47 yrs -2000		
Condition	Average	Average			Average			Average		
Above Grade	Total Bdrms Baths	Total Bdrms Baths			Total Bdrms Baths			Total Bdrms Baths		
Room Count	5 3 3.00	5 3 1.50 4500			5 3 1.50 4500			5 3 2.00 3000		
Gross Living Area	1177 Sq. Ft.	1295 Sq. Ft. -3400			1281 Sq. Ft. -3000			1186 Sq. Ft. -300		
Basement & Finished Rooms Below Grade	None n/a	None n/a			None n/a			None n/a		
Functional Utility	Average	Average			Average			Average		
Heating/Cooling	Wall/Wall	Central/Central -3000			Central/Central -3000			Central/Central -3000		
Energy Efficient Items	Ceil/Fans	None 500			None 500			None 500		
Garage/Carport	None	1-Carport -2500			2-Garage -8000			1-Carport -2500		
Porch, Patio, Deck, Fireplace(s), etc.	Scrn/Pch	Scrn/Pch			Scrn/Pch			Scrn/Pch		
Fence, Pool, etc.	None	None			None			None		
Net. Adj. (total)		+ \$ -11600			+ \$ -17500			+ \$ -9200		
Adjusted Sales Price of Comparable		\$ 73400			\$ 67500			\$ 71800		

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

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	N/A	NA	N/A	N/A
Source for prior sales within year of appraisal	N/A	N/A	N/A	N/A

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: N/A

**INDICATED VALUE BY SALES COMPARISON APPROACH** ..... \$ **70000**

**INDICATED VALUE BY INCOME APPROACH** (If Applicable) Estimated Market Rent \$ n/a /Mo. x Gross Rent Multiplier n/a = \$ n/a

The appraisal is made  "as is"  subject to the repairs, alterations, inspections, or conditions listed below  subject to completion per plans and specifications.

Conditions of Appraisal: **Furnishings were not considered in the appraisal.**

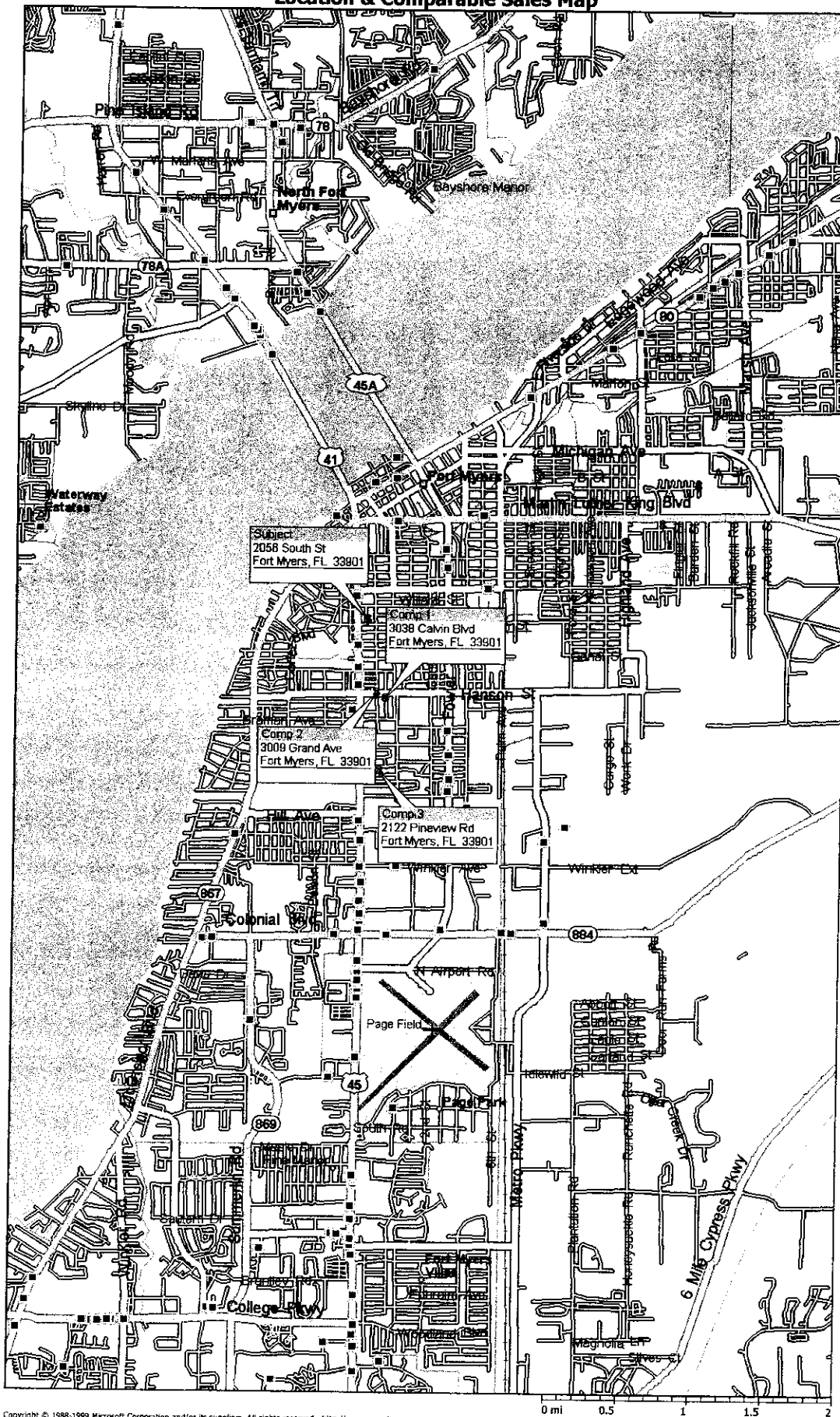
Final Reconciliation: **The sales comparison analysis and cost approach are used to estimate the subject's market value. The income approach is not utilized.**

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/Fannie Mae Form 1004B (Revised 6/93).

**I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF February 20, 2004 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 70000.**

**APPRaiser:** *Beverly A. Craig* **SUPERVISORY APPRAISER (ONLY IF REQUIRED):**  
 Signature \_\_\_\_\_ Signature \_\_\_\_\_  Did  Did Not  
 Name **Beverly A. Craig** Name \_\_\_\_\_ Inspect Property  
 Date Report Signed **March 4, 2004** Date Report Signed \_\_\_\_\_  
 State Certification # **St. Cert. Res. REA RD394** State **FL** State Certification # \_\_\_\_\_ State \_\_\_\_\_  
 Or State License # \_\_\_\_\_ State \_\_\_\_\_ Or State License # \_\_\_\_\_ State \_\_\_\_\_

# Location & Comparable Sales Map



**UNIFORM RESIDENTIAL APPRAISAL REPORT**

File No. 07309

Property Address **2060 South St** City **Fort Myers** State **FL** Zip Code **33901**  
 Legal Description **W-20 ft Lot 3; E 37 ft Lot 4, Blk 2, Jeffcotts S/D, OR 1267/1067** County **Lee**  
 Assessor's Parcel No. **24 44 24 P4 01402 0040** Tax Year **2002** R.E. Taxes \$ **1194** Special Assessments \$ **n/a**  
 Borrower **n/a** Current Owner **St Lukes Episcopal Church** Occupant  Owner  Tenant  Vacant   
 Property rights appraised  Fee Simple  Leasehold  Project Type  PUD  Condominium (HUD/VA only) HOA \$ **n/a** /Mo.  
 Neighborhood or Project Name **n/a** Map Reference **44 24 24** Census Tract **7.00**  
 Sales Price \$ **n/a** Date of Sale **n/a** Description and \$ amount of loan charges/concessions to be paid by seller **n/a**  
 Lender/Client **Lee County Dept of Human Services** Address **83 Pondella Rd., Suite 1; N. Fort Myers, FL 33903**  
 Appraiser **Beverly A Craig, SRA** Address **13131 University Drive, Fort Myers, FL**

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Predominant occupancy	Single family housing	Present land use %	Land use change	
Built up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%		PRICE \$(000)	AGE (yrs)	One family	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input checked="" type="checkbox"/> Owner	75	40	Low	<input checked="" type="checkbox"/> New
Property values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Tenant	25	150	High	50+
Demand/supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In balance	<input type="checkbox"/> Over supply	<input checked="" type="checkbox"/> Vacant (0-5%)	Predominant		Multi-family	10
Marketing time	<input type="checkbox"/> Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.	<input type="checkbox"/> Vacant (Over 5%)	65	30	Commercial	

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**  
 Neighborhood boundaries and characteristics: **Four bedroom, two bath, average quality homes in and around eastern Fort Myers reported sold within the past six months.**  
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):  
**The subject's proximity to employment is considered to be good. Employment stability is average and market appeal is average.**

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):  
**The subject is in a residential area close to downtown Fort Myers that typically consists of older homes, some in disrepair, some being removed for new construction, others being renovated and brought up to current codes. The demand and supply of similar homes appears to be in balance with marketing time being three to six months. Typical sales in the neighborhood is cash to the seller with financing from FHA, local lending institutions and seller financing that may offer financing concessions.**

**Project Information for PUDs** (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)?  Yes  No  
 Approximate total number of units in the subject project \_\_\_\_\_ Approximate total number of units for sale in the subject project \_\_\_\_\_  
 Describe common elements and recreational facilities: \_\_\_\_\_

Dimensions <b>57' x 128'</b>	Site area <b>7296.00 SqFt</b>	Corner Lot <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Topography <b>Mostly level</b>
Specific zoning classification and description <b>A-2, Residential</b>	Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	Highest & best use as improved <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain) _____	Size <b>Typical for the area</b>
Utilities	Off-site improvements	Public Private	Shape <b>Mostly rectangular</b>
Electricity <input checked="" type="checkbox"/>	Street <b>Asphalt</b>	<input checked="" type="checkbox"/> <input type="checkbox"/>	Drainage <b>Appears adequate</b>
Gas <input type="checkbox"/>	Curb/Gutter <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	View <b>Average</b>
Water <input type="checkbox"/>	Sidewalk <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Landscaping <b>Typical for the area</b>
Sanitary Sewer <input checked="" type="checkbox"/>	Street Lights <b>Incandescent</b>	<input checked="" type="checkbox"/> <input type="checkbox"/>	Driveway Surface <b>Concrete</b>
Storm Sewer <input type="checkbox"/>	Alley <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Apparent Easements <b>No adverse ones known</b>
			FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
			FEMA Zone <b>B</b> Map Date <b>11/84</b>
			FEMA Map No. <b>125106 0020 B</b>

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): **A current survey was not available to address easements and/or encroachments.**

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units <b>1</b>	Foundation <b>Concrete</b>	Slab <b>Yes</b>	Area Sq. Ft. <b>n/a</b>	Roof <input type="checkbox"/>
No. of Stories <b>1</b>	Exterior Walls <b>CBS</b>	Crawl Space <b>no</b>	% Finished _____	Ceiling <input type="checkbox"/>
Type (Det./Att.) <b>Detached</b>	Roof Surface <b>Asphalt shingl</b>	Basement <b>no</b>	Ceiling _____	Walls <input type="checkbox"/>
Design (Style) <b>Ranch</b>	Gutters & Dwnspits. <b>Adeq/Overha</b>	Sump Pump <b>no</b>	Walls _____	Floor <input type="checkbox"/>
Existing/Proposed <b>Existing</b>	Window Type <b>Alum/Frame</b>	Dampness <b>none noted</b>	Floor _____	None <input type="checkbox"/>
Age (Yrs.) <b>46</b>	Storm/Screens <b>yes/no</b>	Settlement <b>none noted</b>	Outside Entry _____	Unknown <input type="checkbox"/>
Effective Age (Yrs.) <b>30</b>	Manufactured House <b>no</b>	Infestation <b>none noted</b>		<b>Not inspected</b>

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												n/a
Level 1		2	Area	2				4	2.00			1608
Level 2												

**Finished area above grade contains:** 8 Rooms; 4 Bedroom(s); 2.00 Bath(s); 1608 Square Feet of Gross Living Area

INTERIOR	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:
Floors <b>Terrazzo,Cpt/Avg</b>	Type <b>Wall</b>	Refrigerator <input checked="" type="checkbox"/>	None <input type="checkbox"/>	Fireplace(s) # <input type="checkbox"/>	None <input type="checkbox"/>
Walls <b>Drywall/Avg</b>	Fuel <b>Elec.</b>	Range/Oven <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Patio <input type="checkbox"/>	Garage # of cars _____
Trim/Finish <b>Wood/Paint/Avg</b>	Condition <b>Unknown</b>	Disposal <input type="checkbox"/>	Drop Stair <input type="checkbox"/>	Deck <input type="checkbox"/>	Attached <input type="checkbox"/>
Bath Floor <b>Tile/Avg</b>	COOLING	Dishwasher <input type="checkbox"/>	Scuttle <input checked="" type="checkbox"/>	Porch <input type="checkbox"/>	Detached <input type="checkbox"/>
Bath Wainscot <b>Tile/Avg</b>	Central <b>no</b>	Fan/Hood <input type="checkbox"/>	Floor <input type="checkbox"/>	Fence <input type="checkbox"/>	Built-in <input type="checkbox"/>
Doors <b>Holocore/Avg</b>	Other <b>Wall</b>	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool <input type="checkbox"/>	Carport 2 _____
	Condition <b>Unknown</b>	Washer/Dryer <input type="checkbox"/>	Finished <input type="checkbox"/>	None <input checked="" type="checkbox"/>	Driveway Gravel <input type="checkbox"/>

Additional features (special energy efficient items, etc.): **Ceiling fans.**

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: **The subject is being used as a duplex with two bedrooms, one bath each, one in the front and one in the rear. Access was not available into the rear unit but Mr. Starkey of St. Lukes Episcopal Church said the units were similar in size and condition. The front unit was in average condition with appliances, cabinets and plumbing fixtures appearing to be functional and original.**  
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: **There are no known adverse environmental conditions in the improvements or on the site or in the sites immediate vicinity.**

Valuation Section

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 07309

ESTIMATED SITE VALUE	= \$	14600
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:		
Dwelling 1608 Sq. Ft. @ \$	57.50 = \$	92460
Sq. Ft. @ \$	=	
Garage/Carport 692 Sq. Ft. @ \$	20.00 =	13800
Total Estimated Cost-New	= \$	106260
Less Physical 38%		
Less Functional		
Less External		
Depreciation 40379	= \$	40379
Depreciated Value of Improvements	= \$	65881
*As-is* Value of Site Improvements	= \$	7500
INDICATED VALUE BY COST APPROACH	= \$	87981

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): Cost is an estimate from Marshall & Swift Residential Cost Handbook Depreciation is modified age/life methods and observation with remaining economic life of 35 years.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	2060 South St Ft Myers, FL 33931	2075 Jeffcott St Fort Myers, FL	2143 South St Fort Myers, FL	4260 Lagg Ave Fort Myers, FL
Proximity to Subject		One block south	Same street	1.5 miles northwest
Sales Price	\$ n/a	\$ 88000	\$ 79900	\$ 81000
Price/Gross Liv. Area	\$	\$ 51.55	\$ 60.35	\$ 65.75
Data and/or Verification Sources	Inspection Public records	Exterior inspection MLS/OR 4093/3824	Exterior inspection MLS/OR 3914/3930	Exterior inspection MLS/OR 4138/3106
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) Adjustment	DESCRIPTION +(-) Adjustment	DESCRIPTION +(-) Adjustment
Sales or Financing Concessions		Conventional Fin None known	Cash None known	Cash None known
Date of Sale/Time		11/2003	4/2003	11/2003
Location	Average	Average	Average	Average
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	7,296.00 sf	19,200.00 sf -23,800	8,400.00 sf -2,200	7,350.00 sf
View	Average	Average	Average	Average
Design and Appeal	Ranch/Contemp	Ranch/Inferior 10000	Ranch/Contemp	Ranch/Superior -10000
Quality of Construction	Average	Average	Average	Average
Age	46	68 11000	64 9000	44 -1000
Condition	Average	Average	Average	Average
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	7 4 2.00	7 4 2.00	7 4 2.00	7 4 2.00
Gross Living Area	1608 Sq. Ft.	1707 Sq. Ft. -2800	1324 Sq. Ft. 8200	1232 Sq. Ft. 10800
Basement & Finished Rooms Below Grade	None n/a	None n/a	None n/a	None n/a
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Wall/Wall	None/Wall 500	Central/Central -2000	Wall/Central -1000
Energy Efficient Items	Ceil/Fans	None 500	None 500	None 500
Garage/Carport	1-Carport	1-Carport	None 2500	None 2500
Porch, Patio, Deck, Fireplace(s), etc.	Opn/Pch	Opn/Pch	Opn/Pch	Opn/Pch
Fence, Pool, etc.	None	None	None	None
Net. Adj. (total)		\$ -4600	\$ 16000	\$ 1800
Adjusted Sales Price of Comparable		\$ 83400	\$ 95900	\$ 82800

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

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	N/A	N/A	N/A	11/2003
Source for prior sales within year of appraisal	N/A	N/A	N/A	\$81,000
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:	N/A	N/A	N/A	OR 4134/2056

INDICATED VALUE BY SALES COMPARISON APPROACH ..... \$ 85000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ n/a /Mo. x Gross Rent Multiplier n/a = \$ N/A

The appraisal is made  "as is"  subject to the repairs, alterations, inspections, or conditions listed below  subject to completion per plans and specifications.

Conditions of Appraisal: Furnishings were not included in the appraisal.

Final Reconciliation: The sales comparison approach is supported by the cost approach. The income approach is not utilized.

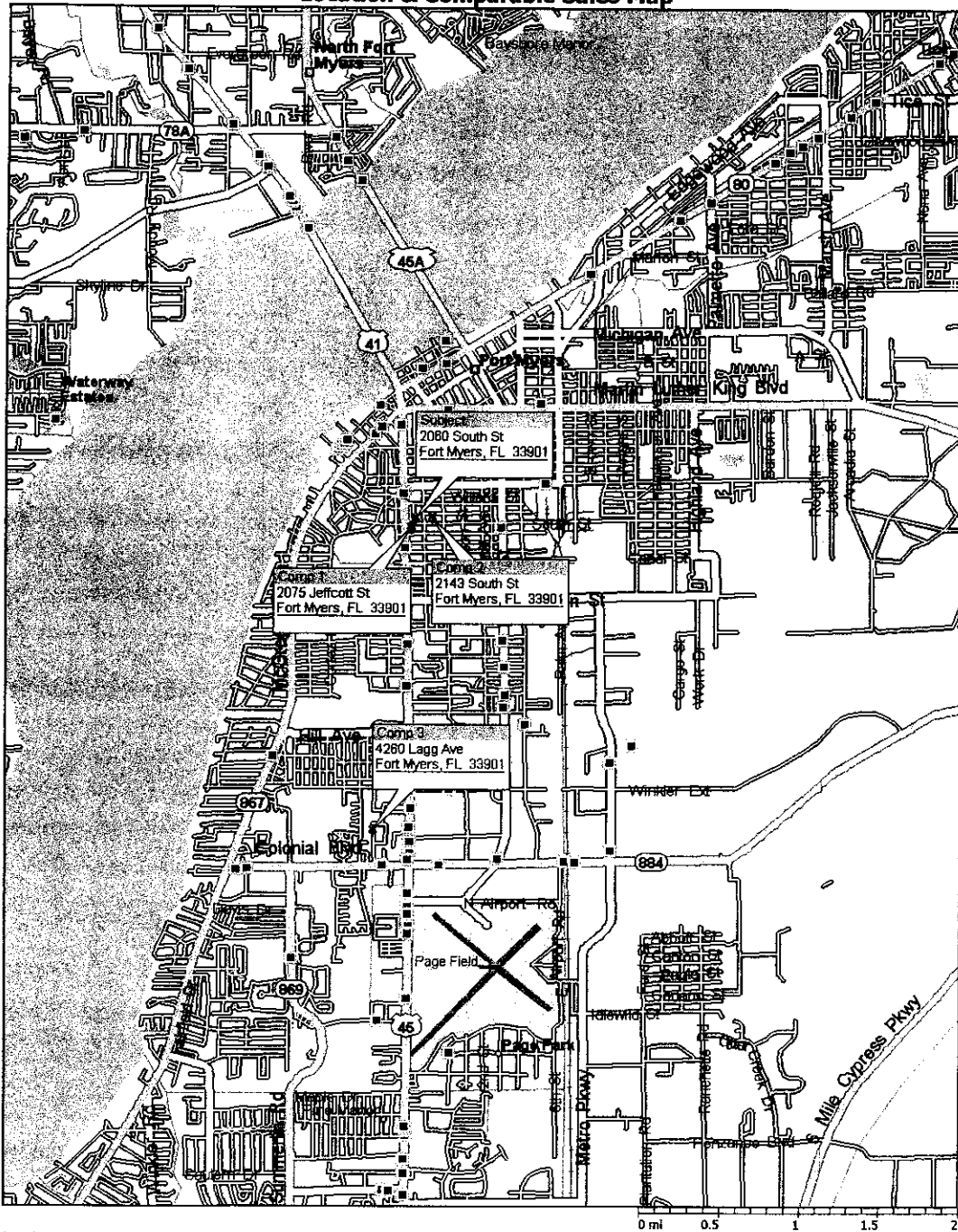
The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93).

**(WE ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF FEBRUARY 20, 2004 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 85000)**

APPRAISER: Signature Beverly A. Craig, SRA Name Beverly A. Craig, SRA Date Report Signed March 4, 2004 State Certification # St.Cert.Res.REA RD394 State Or State License #

SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature \_\_\_\_\_ Name \_\_\_\_\_ Date Report Signed \_\_\_\_\_ State Certification # \_\_\_\_\_ State Or State License # \_\_\_\_\_

# Location & Comparable Sales Map



# UNIFORM RESIDENTIAL APPRAISAL REPORT

Property Address 2066 South St. City Ft Myers State FL Zip Code 33901  
 Legal Description on Lots 1, 2 and E 30' of Lot 3, Block 2 Jeffcotts Wm. Add. Plat Book 4, Page 19 County Lee  
 Assessor's Parcel No. 24-44-24-P4-01402-0010 Tax Year 2002 R.E. Taxes \$ 1384.00 Special Assessments \$ n/a  
 Borrower n/a Current Owner n/a Occupant Owner  Tenant  Vacant   
 Property rights appraised  Fee Simple  Leasehold Project Type  PUD  Condominium (HUD/VA only) HOA \$ n/a /Mo.  
 Neighborhood or Project Name Jeffcotts Subdivision Map Reference 24-44-24-P4 Census Tract 07.00  
 Sales Price \$ n/a Date of Sale n/a Description and \$ amount of loan charges/concessions to be paid by seller n/a  
 Lender/Client Lee County Dept of Human Services Address 83 Pondella Rd., Suite 1, N. Fort Myers, FL  
 Appraiser Beverly A. Craig, SRA Address 13131 University Drive, Ft Myers, FL 33907

Location  Urban  Suburban  Rural Predominant occupancy  Owner 75  Tenant 25  Vacant (0-5%)  Vacant (Over 5%)  
 Built up  Over 75%  25-75%  Under 25% Single family housing PRICE \$(000) 40 AGE (yrs) New  
 Growth rate  Rapid  Stable  Slow  Owner 75  Tenant 25  Vacant (0-5%)  Vacant (Over 5%) Single family housing AGE (yrs) New  
 Property values  Increasing  Stable  Declining  Owner 75  Tenant 25  Vacant (0-5%)  Vacant (Over 5%) Single family housing AGE (yrs) New  
 Demand/supply  Shortage  In balance  Over supply  Owner 75  Tenant 25  Vacant (0-5%)  Vacant (Over 5%) Single family housing AGE (yrs) New  
 Marketing time  Under 3 mos.  3-6 mos.  Over 6 mos.  Owner 75  Tenant 25  Vacant (0-5%)  Vacant (Over 5%) Single family housing AGE (yrs) New

Note: Race and the racial composition of the neighborhood are not appraisal factors.  
 Neighborhood boundaries and characteristics: The subject is located in east Fort Myers, east of Cleveland Ave., (U.S. 41, north of Hanson Street, west of Fowler Street in an area of somewhat older, smaller homes.  
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):  
East Fort Myers offers good proximity to employment which is considered stable and all local service and supporting facilities in the area. The appeal is average in the market for affordable housing.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):  
The local real estate market is stable with no major concessions noted. Financing trend is toward conventional mortgages and cash sales. There is also V.A. & FHA, as well as seller financing in the area.

Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)?  Yes  No  
 Approximate total number of units in the subject project n/a Approximate total number of units for sale in the subject project n/a  
 Describe common elements and recreational facilities: not applicable

Dimensions 128' X 130' Site area 16,640 Sq Ft Corner Lot  Yes  No  
 Specific zoning classification and description A2/residential Topography Mostly level to street  
 Zoning compliance  Legal  Legal nonconforming (Grandfathered use)  Illegal  No zoning Size Above average in size  
 Highest & best use as improved  Present use  Other use (explain) Shape Rectangular  
 Utilities  Public  Other Off-site Improvements Type Public Private Landscaping Average for area  
 Electricity  Street Asphalt  Public  Private Driveway Surface Gravel  
 Gas  Curb/Gutter None  Street  Alley Apparent Easements None adverse  
 Water  Sidewalk None  Street  Alley FEMA Special Flood Hazard Area  Yes  No  
 Sanitary Sewer  Street Lights Incandescent  Street  Alley FEMA Zone B Map Date 11/89  
 Storm Sewer  Alley None  Street  Alley FEMA Map No. 125106 0020 B

Comments (apparent adverse easements, encroachments, special assessments, side areas, illegal or legal nonconforming zoning use, etc.): No survey was reviewed to address encroachments. No adverse easements are noted. The subject site is oversize for the neighborhood but is valued as one building site.

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units <u>1</u>	Foundation <u>Concrete</u>	Slab <u>Yes</u>	Area Sq. Ft. <u>n/a</u>	Roof <input type="checkbox"/>
No. of Stories <u>1</u>	Exterior Walls <u>Stucco</u>	Crawl Space <u>No</u>	% Finished <u>n/a</u>	Ceiling <input type="checkbox"/>
Type (Det./Att.) <u>Detached</u>	Roof Surface <u>Asphalt shgle</u>	Basement <u>No</u>	Ceiling <input type="checkbox"/>	Walls <input type="checkbox"/>
Design (Style) <u>Ranch</u>	Gutters & Downsp. <u>Adeq/Overhg</u>	Sump Pump <u>None</u>	Walls <input type="checkbox"/>	Floor <input type="checkbox"/>
Existing/Proposed <u>Existing</u>	Window Type <u>Alum/Frane</u>	Dampness <u>None noted</u>	Floor <input type="checkbox"/>	None <input type="checkbox"/>
Age (Yrs.) <u>52</u>	Storm/Screens <u>Screens</u>	Settlement <u>None noted</u>	Outside Entry <input type="checkbox"/>	Unknown <input checked="" type="checkbox"/>
Effective Age (Yrs.) <u>35</u>	Manufactured House <u>NO</u>	Infiltration <u>None noted</u>		not inspected <input checked="" type="checkbox"/>

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												n/a
Level 1		1	area	1				2	1.00			850
Level 2												

Finished area above grade contains: 4 Rooms; 2 Bedroom(s); 1.00 Bath(s); 850 Square Feet of Gross Living Area

INTERIOR	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE
Floors <u>Terrazzo/Cpt/AVG</u>	Type <u>Wall unit</u>	Refrigerator <input checked="" type="checkbox"/>	None <input type="checkbox"/>	Fireplace(s) # <input type="checkbox"/>	None <input checked="" type="checkbox"/>
Walls <u>Drywall/Avg</u>	Fuel <u>Elect</u>	Range/Oven <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Patio <input type="checkbox"/>	Garage <input type="checkbox"/>
Trim/Finish <u>Wood/Pant/Avg</u>	Condition <u>Unknown</u>	Disposal <input type="checkbox"/>	Drop Stair <input type="checkbox"/>	Deck <input type="checkbox"/>	Attached <input type="checkbox"/>
Bath Floor <u>Tile/Average</u>	COOLING	Dishwasher <input type="checkbox"/>	Scuttle <input checked="" type="checkbox"/>	Porch <u>screened</u> <input checked="" type="checkbox"/>	Detached <input type="checkbox"/>
Bath Wainscol <u>Tile/Average</u>	Central <u>No</u>	Fan/Hood <input type="checkbox"/>	Floor <input type="checkbox"/>	Fence <input type="checkbox"/>	Built-In <input type="checkbox"/>
Doors <u>Holocore/Avg</u>	Other <u>Wall Unit</u>	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool <input type="checkbox"/>	Carport <input type="checkbox"/>
	Condition <u>Unknown</u>	Washer/Dryer <input checked="" type="checkbox"/>	Finished <input type="checkbox"/>		Driveway <u>Gravel</u>

Additional features (special energy efficient items, etc.): ceiling fans  
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical or functional, or external inadequacies were noted. The subject improvements are in average condition. The one car carport has been converted into a screened porch.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: None to my knowledge.



Valuation Section

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No.

ESTIMATED SITE VALUE		= \$	33000
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:			
Dwelling	850 Sq. Ft. @ \$ 57.50 = \$	48875	
	220 Sq. Ft. @ \$ 14.00 =	3080	
Garage/Carport		Sq. Ft. @ \$	=
Total Estimated Cost-New			
Less	Physical	Functional	External
Depreciation		28056	= \$ 28056
Depreciated Value of Improvements		= \$	23899
"As-Is" Value of Site Improvements		= \$	7500
INDICATED VALUE BY COST APPROACH		= \$	64399

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and, for HUD, VA and FHA, the estimated remaining economic life of the property): Cost is an estimate from Marshall & Swift Residential Cost Handbook Depreciation is modified age/life methods and observation with remaining economic life of 30 years. Site value see addendum.

ITEM	SUBJECT	COMPARABLE NO. 1			COMPARABLE NO. 2			COMPARABLE NO. 3		
		Total	Bd rms	Baths	Total	Bd rms	Baths	Total	Bd rms	Baths
Address	2066 South St Ft Myers, FL 33901	2756 Central Ave Fort Myers, fl	2250 Central Ave Fort Myers, FL	2139 Dora St Fort Myers, FL						
Proximity to Subject		3/4 mile southeast	3/4 mile northeast							
Sales Price	\$ n/a	\$51000	\$48000	\$77216						
Price/Gross Liv. Area	\$	\$ 60.00	\$ 59.85	\$ 69.00						
Data and/or Verification Sources	Inspection: Public Records	Exterior inspection Verified by listing agent	Exterior inspection MLS/OR 4170/2974	Exterior inspection MLS/OR 4059/0240						
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+ (-) Adjustment	DESCRIPTION	+ (-) Adjustment	DESCRIPTION	+ (-) Adjustment			
Sales or Financing Concessions		Conventional finan None known		Conventional finan None known		Conventional finan None known				
Date of Sale/Time		2/2004		1/2004		8/2003				
Location	Average	Average		Average		Average				
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple				
Site	16,640.00 sf	9,045.00sf	7,600	6,180.00 sf	10,500	9,100.00 sf	7,500			
View	Average	Average		Average		Average				
Design and Appeal	Ranch/Contemp	Ranch		Ranch		Superior	-15100			
Quality of Construction	Average	Average		Average		Average				
Age	52	45	-3500	41	-5500	48	-2000			
Condition	Average	Average		Average		Average				
Above Grade Room Count	Total Bd rms Baths	Total Bd rms Baths		Total Bd rms Baths		Total Bd rms Baths				
	4 2 1.00	4 2 1.00		4 2 1.00		4 2 1.00				
Gross Living Area	850 Sq. Ft.	850 Sq. Ft.		802 Sq. Ft.	1400	1119 Sq. Ft.	-7200			
Basement & Finished Rooms Below Grade	n/a	None		None		None				
Functional Utility	Average	Average		Average		Average				
Heating/Cooling	Wall/Wall	None/Window	500	Central/Central	-2000	Wall/Wall				
Energy Efficient Items	None	None		None		Ceiling Fans	-500			
Garage/Carport	None	1-Carport	-2500	None		1-Carport	-2500			
Porch, Patio, Deck, Fireplaces(s), etc.	Scm/Pch	End/Pch	-1500	Opn/Pch	1500	Opn/Pch	1500			
Fence, Pool, etc.	None	None		None		None				
Net Adj. (total)			\$ 600		\$ 5900		\$ -18800			
Adjusted Sales Price of Comparable			\$ 51600		\$ 53900		\$ 58400			

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): the above sales represent small homes of similar bedroom/bath count, close in size and similar location. An adjustment is made for land size difference of \$1.00 s.f. as it is felt that the larger subject site should be recognized, but buyers may not be willing to pay full value for a larger site. Adjustments are high due to the mix of age, quality and size and does not affect value or marketability in the area see addendum.

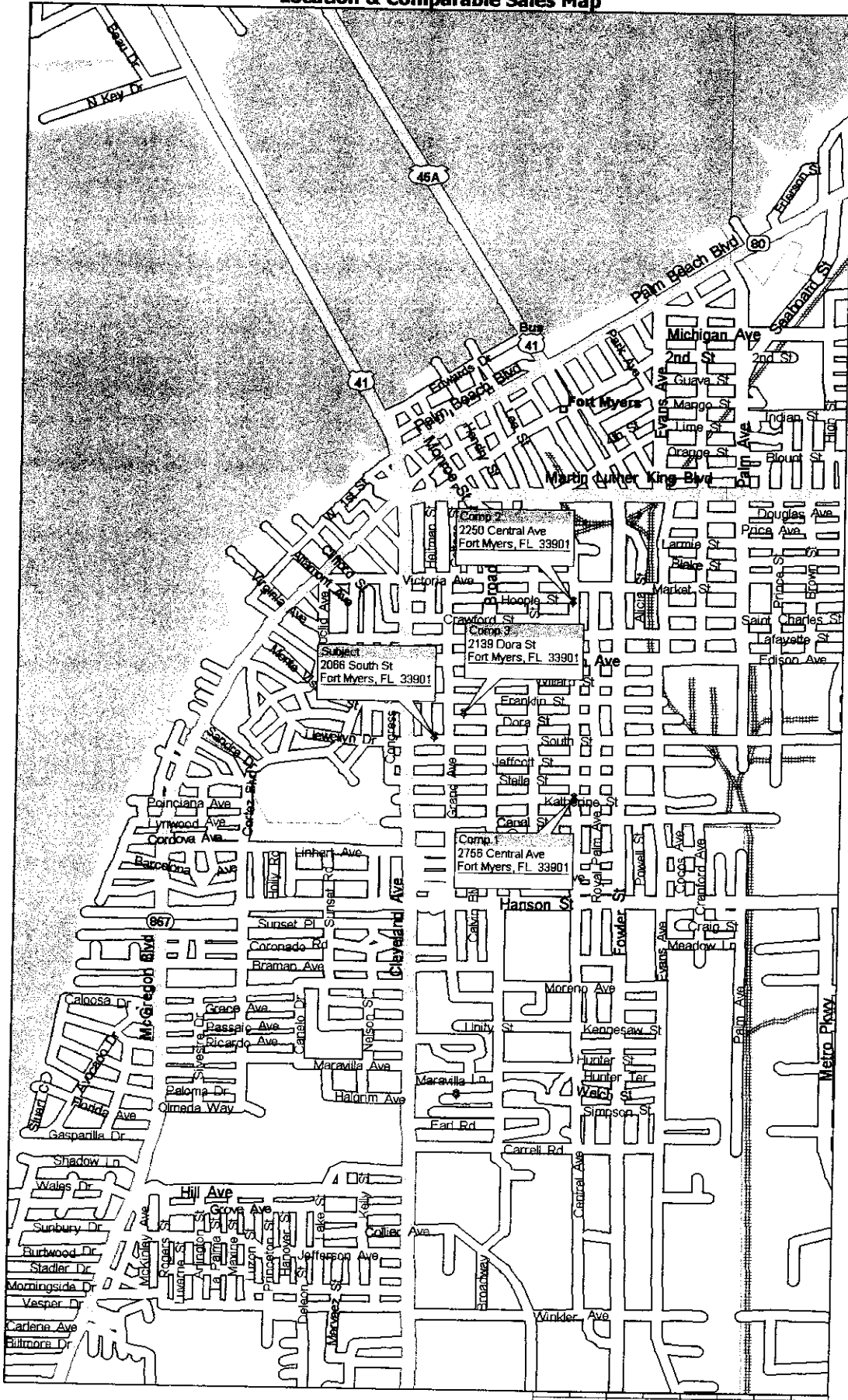
ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source for prior sales within year of appraisal	N/A	N/A	N/A	4/2003 \$100 OR 3940/4085
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:	N/A			

INDICATED VALUE BY SALES COMPARISON APPROACH ..... \$ 55000  
 INDICATED VALUE BY INCOME APPROACH (( Applicable) Estimated Market Rent \$ n/a /Mo. x Gross Rent Multiplier n/a = \$ n/a  
 The appraisal is made  "as is"  subject to the repairs, alterations, inspections, or conditions listed below  subject to completion per plans and specifications  
 Conditions of Appraisal: Furnishings were not considered in the appraisal.

Final Reconciliation: The sales comparison approach is given full value; while cost is higher due to the price of the land which is not considered at full value; therefore this is not a good indication of resale value. The income approach is not utilized as this is primarily an owner occupied area of homes.  
 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, Fannie Mae Form 1004B (Revised 6/93).  
**I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF February 20, 2004. (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 55000**

APPRAISER: Beverly A. Craig, SRA Signature: Beverly A. Craig  
 Name: Beverly A. Craig, SRA SUPERVISORY APPRAISER (ONLY IF REQUIRED):  
 Date Report Signed: March 4, 2004 State: FL Signature: \_\_\_\_\_  
 State Certification # St. Cert. Res. RIA RD394 State: FL Name: \_\_\_\_\_  
 Or State License # \_\_\_\_\_ State: \_\_\_\_\_  
 Date Report Signed: \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 Or State License # \_\_\_\_\_ State: \_\_\_\_\_

# Location & Comparable Sales Map



# First American Title Insurance Company

FATIC 213X  
ALTA Commitment (1982)

## SCHEDULE A

Issuing Office File No: **2004303**

1. Commitment Date: **May 10, 2004** ✓
2. Policy (or Policies) to be issued:
  - (a) Owner's Policy (Identify policy type below) Policy Amount \$ **195,000.00** ✓  
 ALTA Owners Policy (10-17-92)(with Florida Modifications)  
 Proposed Insured: **Lee County, a Political Subdivision of the State of Florida** ✓
  - (b) Loan Policy (Identify policy type below) Policy Amount \$ **0.00**  
 ALTA Loan Policy (10-17-92)(with Florida Modifications)  
 Proposed Insured:
  - (c) Other Policy (Identify policy type below) Policy Amount \$  
 Proposed Insured:
3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by :  
**St. Lukes Episcopal Church of Fort Myers, Inc., a Florida Non-Profit Corporation** ✓
4. The land referred to in this Commitment is described as follows :  
**See Attached Schedule A (Continued)**

Loan Number:  
Issuing Office File No: 2004303

Duncan and Tardif, P.A.  
By: *Carrie Collier*  
Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

# First American Title Insurance Company

## Schedule A (Continued)

Issuing Office File No.: **2004303**

Parcel 1: *EXH. "C"* *2066 South Street*

All of Lots 1 and 2, and the East 30 feet of Lot 3, all in Block 2, of that certain subdivision known as the Revised Plat of WILLIAM JEFFCOTT'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 4, Page 19, of the Public Records of Lee County, Florida. ✓

Parcel 2: *EXH. "B"* *2060 S Street*

The West 20 feet of Lot 3, and the East 37 feet of Lot 4, Block 2, of that certain subdivision known as the Revised Plat of WILLIAM JEFFCOTT'S SUBDIVISION, according to the plat thereof, as recorded in Plat Book 4, Page 19, of the Public Records of Lee County, Florida. ✓

Parcel 3: *EXH. "A"* *2056 South Street*

The West 57 feet of the following described property:

The West 20 feet of Lot 3, all of Lot 4 and the East 44 feet of Lot 5, all in Block 2, of that certain subdivision known as the Revised Plat of WILLIAM JEFFCOTT'S SUBDIVISION, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 4, page 19. ✓

# First American Title Insurance Company

FATIC 214X  
ALTA Commitment (1982)

## SCHEDULE B - SECTION 1 REQUIREMENTS

Issuing Office File No.: **2004303**

**The following requirements must be met:**

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured. ✓
2. Pay us the premiums, fees and charges for the policy. ✓
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable. ✓
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
  - a. Warranty Deed conveying the land from St. Lukes Episcopal Church of Fort Myers, Inc., a Florida Non-Profit Corporation, to Lee County, a Political Subdivision of the State of Florida. In connection with said deed, we will further require: ✓
    - a) Production of a copy of the documents creating and governing ; e.g. articles of association, articles of incorporation and by-laws (the "Enabling Documents"), with an affidavit affixed thereto that they are true copies of the Enabling Documents and all amendments thereto, and that the Corporation has not been dissolved; ✓
    - b) Certified copy of the resolution of the governing body of the corporation setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing document on behalf of the corporation; ✓
    - c) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation together with examples of their signatures; ✓
    - d) The Corporation must have been formed as of 5-25-00; ✓
    - e) Current Certificate from the Secretary of State that said Corporation is active and current; ✓
    - f) Satisfactory evidence of compliance with all requirements regarding conveying Corporation property contained in the Enabling Documents; and ✓
    - g) The Company reserves the right to make such further requirements as it deems necessary after reviewing any of the documentation required above. ✓
5. Execution of Modification of Residential Lease, dated 6-2-03, between Saint Luke's Episcopal Church and Ruth Cooper Center. (As to Parcel 2) ✓
6. Proof of payment of Special Assessments, pursuant to Resolution No. 2000-67. ✓

# First American Title Insurance Company

7. Proof of payment of Fort Myers City Assessments. ✓
8. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, and Water, Sewer and Trash Removal Charges, if any, have been paid. ✓
9. Note: If the subject property has been a rental unit or non-owner occupied property, it may be subject to Tangible Taxes, which are not covered by this commitment, or any policies issued pursuant hereto, nor has an examination been made of said taxes. -OK
10. Note: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary. ✓-OK
11. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds. ✓-OK

# First American Title Insurance Company

FATIC 216X  
ALTA Commitment (1982)  
(with printed mineral exception)

## SCHEDULE B - SECTION 2 EXCEPTIONS

Issuing Office File No.: **2004303**

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction:

*DEL*  
*IF*  
*SURVEYED*

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights lease, granted or retained by current or prior owners. *-OK*
7. Taxes and assessments for the year 2004 and subsequent years, which are not yet due and payable. *-OK*
8. Note: 2003 ad valorem taxes show PAID in the gross amount of \$1,523.41 for Tax Identification No. 24-44-24-P4-01402-0010 (As to Parcel 1). *-OK*
9. Note: 2003 ad valorem taxes show PAID in the gross amount of \$1,614.07 for Tax Identification No. 24-44-24-P4-01402-0040 (As to Parcel 2). *-OK*
10. Note: 2003 ad valorem taxes show PAID in the gross amount of \$1,549.28 for Tax Identification No. 24-44-24-P4-01402-0050 (As to Parcel 3). *-OK*
11. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Revised Plat of WILLIAM JEFFCOTT'S SUBDIVISION, as recorded in Plat Book 4, Page(s) 19, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). *-OK*

# First American Title Insurance Company

12. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein. *-OK*
13. Subject to Resolution No. 2000-67 for Special Assessment Geographical Area Number 50 South Residential Street Improvement Program recorded in Book 3449, Page 256. *-SEE COPY OF RES.*
14. Rights of parties in possession under any unrecorded leases or other occupancy agreements and the rights of all parties claiming by, through, or under said leases or occupancy agreements. *-OK*
15. Subject to that certain unrecorded lease titled Residential Lease, dated 6-2-03, by and between Saint Luke's Episcopal Church and Ruth Cooper Center together with a Modification of Lease to be executed. (As to Parcel 2) *-OK*



AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 24<sup>th</sup> day of MAY, 2004 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:

St. Luke's Episcopal Church of Fort Myers, Inc., a Florida non-profit corporation  
2635 Cleveland Avenue  
Fort Myers, Florida 33901

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. THE FOLLOWING ARE OFFICERS OF CORPORATION BUT
2. WITH NO BENEFICIAL INTEREST IN THIS REAL PROPERTY.
3. REV PHILIP D. READ, II RECTOR/PRESIDENT
4. EUGENE A. PICCIANO SENIOR WARDEN
5. BERNARD L. FLYNN JUNIOR WARDEN
6. \_\_\_\_\_

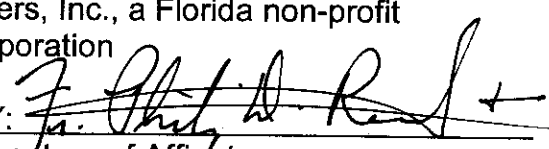
The real property to be conveyed to Lee County is known as:

**SEE ATTACHED EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.**


FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

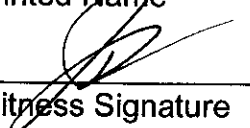
St. Luke's Episcopal Church of Fort  
Myers, Inc., a Florida non-profit  
corporation

BY:   
Signature of Affiant

REV PHILIP D READ, II  
Printed Name and Title  
RECTOR/PRESIDENT

  
Witness Signature

Richard R. Helms  
Printed Name

  
Witness Signature

JOHN W STEAKLEY SR  
Printed Name

Affidavit of Interest in Real Property  
Parcel: 2056, 2060, & 2066  
STRAP Nos.: 24-44-24-P4-01402.0050, .0040, & .0010  
Project: South Street Properties/HS

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 23<sup>rd</sup> day of May, 2004 by Fr.  
Philip D Read, Rector/President  
(print name and title of affiant)

of St. Luke's Episcopal Church of Fort Myers, Inc., a Florida non-profit corporation, on behalf  
of the Company. He/She is personal known to me or has produced \_\_\_\_\_

\_\_\_\_\_ as identification.  
(type of identification)

(SEAL)



Debra A Cooley  
My Commission DD197635  
Expires May 08, 2007

Debra A Cooley  
(Notary Signature)

Debra A. Cooley  
(Print, type or stamp name)

Personally known ✓  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

**EXHIBIT "A"**  
**(Page 1 of 3)**

**The West 57 feet of the following described property: The West 20 feet of Lot 3, all of Lot 4 and the East 44 feet of Lot 5, all in Block 2 of that certain subdivision known as the Revised Plat of William Jeffcott's Subdivision, of the Southwest Quarter of Section 24, Township 44 South, Range 24 East, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 4, Page 19.**

**EXHIBIT "A"**  
**(Page 2 of 3)**

**The West 20 feet of Lot 3, and the East 37 feet of Lot 4, Block 2 of that certain subdivision known as the Revised Plat of William Jeffcott's Subdivision, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 4, Page 19.**

**EXHIBIT "A"**  
**(Page 3 of 3)**

**All of Lots 1 and 2, and the East 30 feet of Lot 3, all in Block 2 of that certain subdivision known as the Revised Plat of William Jeffcott's Subdivision of the Southwest Quarter of the Southwest Quarter of Section 24, Township 44 South, Range 24 East, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 4, Page 19.**

# 5-Year Sales History

South Street Acquisitions – Human Services Department

## 2056 South Street

Grantor	Grantee	Price	Date	Arms Length Y/N
Hermanson, Charles R. & Edna P.	St. Luke's Episcopal Church of Fort Myers, Inc.	\$52,700.00	11/15/00	Y

## 2060 South Street

Grantor	Grantee	Price	Date	Arms Length Y/N
Goff, Thomas R.	St. Luke's Episcopal Church of Fort Myers, Inc.	\$65,000.00	6/01/00	Y

## 2066 South Street

Grantor	Grantee	Price	Date	Arms Length Y/N
Maynard, Henry J. & Phyllis L.	St. Luke's Episcopal Church of Fort Myers, Inc.	\$56,000.00	5/25/00	Y