MEMORANDUM

TO: **Real Estate & Transportation Committee**
Commissioner Bill Read, Chairman
Commissioner Phillip Walker
Mayor Bill Mutz

FROM: City Attorney's Office

DATE: March 15, 2021

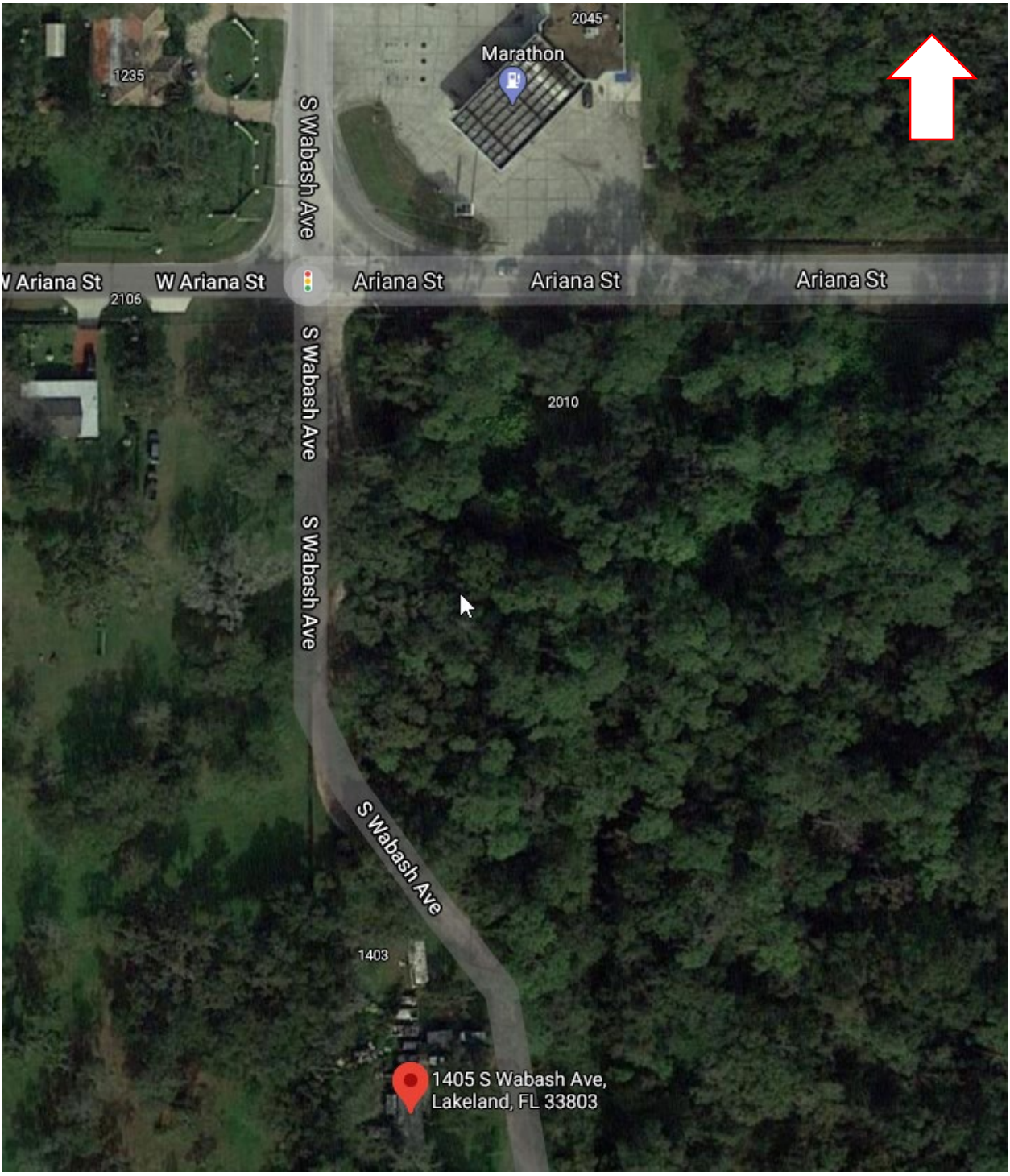
RE: **Purchase and Sale Agreement – 1405 S. Wabash Ave.**

Attached for your consideration is a Purchase and Sale Agreement with Mr. Adam Langford for the purchase of 1405 S. Wabash Avenue for the South Wabash Avenue Extension Project. This project will provide a new two-lane roadway from the intersection of Ariana Street at Wabash Avenue to Harden Boulevard south of the Polk Parkway. The City completed a PD&E Study for the project in 2011 and completed construction plans in 2020. The City Commission approved Right-of-Way funding in Fiscal Year 2020. The Right-of-Way project consists of acquiring 19 parcels. The Public Works Department is following Federal guidelines for right-of-way acquisition so that the project will remain eligible for Federal funding should such funding become available for construction.

The City engaged Burl Wilson, MAI, to appraise 1405 S. Wabash Avenue and his opinion of value for the property is $38,150.00. The City's consultant, American Acquisition Group, LLC, made an offer of $38,150.00 to Mr. Langford and he accepted the offer. There are no attorney's fees for this transaction. Pursuant to Federal guidelines, Mr. Langford is also eligible for a Supplementary Replacement Housing Payment in an amount not to exceed $51,750.00. To receive the full payment, Mr. Langford must purchase a decent, safe and sanitary dwelling costing at least $89,900.

It is recommended that the City Commission approve the attached Purchase and Sale Agreement for the purchase of 1405 S. Wabash Avenue in the amount of $38,150.00 and a Supplementary Replacement Housing Payment in an amount not to exceed $51,750.00 and authorize the appropriate City officials to execute all documents necessary to finalize this transaction. Funding for this item is provided in the Fiscal Year 2021 Transportation Fund.

Attachments



Aerial View of 1405 S. Wabash Ave.

CITY OF LAKELAND
PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, is made and entered into as of the Effective Date (as defined in paragraph 1 below), by and between **ADAM G. LANGFORD**, whose principal address is 1405 S. Wabash Avenue, Lakeland FL. 33803 (hereinafter referred to as the "Seller"), and the **CITY OF LAKELAND, a municipal corporation existing under the laws of the State of Florida**, by and through its City Commission, whose address is 228 South Massachusetts Avenue, Lakeland, FL 33801, (hereinafter referred to as the "Buyer" or the "City of Lakeland")(collectively referred to as the "Parties").

Now, therefore, in consideration of ten dollars and no cents ($10.00) paid by the Buyer to the Seller and the mutual covenants contained herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, that certain real property and real property interest situated in Polk County, Florida, more specifically described in **Exhibit "A"** (hereinafter referred to as the "Property") upon the following terms and conditions:

1. The effective date of this Agreement shall be the date when the last one of the Parties has signed this Agreement (hereinafter the "Effective Date").

2. The total purchase price for all property and property interests acquired by the Buyer, inclusive of all fees and costs of any kind, shall be **$38,150.00**, payable at closing, in cash or other immediately available funds, by the Buyer to the Seller.

3. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE CITY OF LAKELAND CITY COMMISSION OR ITS DESIGNEE ("CLCC"). If the CLCC does not approve this Agreement and all the terms and conditions hereof, the Buyer shall notify the Seller thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

4. Upon payment of the purchase price as provided herein, the Seller shall convey the Property by Warranty Deed in a form acceptable to the Buyer, free and clear of all leases, liens, mortgages and other encumbrances. The Seller shall not be required to pay documentary stamp tax on the Deed because the sale of the Property by Seller is taking place under threat condemnation. The Buyer shall pay for recording the Deed in the Public Records of Polk County.

5. The Seller shall deliver to the Buyer, at Closing (as defined in paragraph 7 below), marketable title to the Property free and clear of all leases, liens, mortgages and other encumbrances. The Buyer, at its expense, shall provide a title insurance policy issued by a title insurance company acceptable to the Buyer, insuring the Buyer's title to the Property in the full amount of the purchase price upon Closing. If (i) the Buyer finds the title to be unmarketable or objects to any encumbrance on the Property which is not a permitted exception shown by a title commitment or if (ii) the Buyer cannot obtain a

commitment for the issuance of a title insurance policy on the Property, the Buyer shall notify the Seller in writing prior to Closing, specifying the defects which exist with respect to the title of the Property (collectively, the "Title Defect"). The Seller shall have twenty (20) days after receipt of such written notice (the "Title Cure Period") to cure the Title Defect to the reasonable satisfaction of the Buyer, its attorney, and the Buyer's title insurance company. Should the Seller cure such Title Defect during the Title Cure Period but after Closing date set forth under paragraph 7 below, Closing shall take place within ten (10) days after the Seller has cured the Title Defect to the Buyer's reasonable satisfaction and delivered written notice of such cure to the Buyer or its attorney. The Seller shall be required to make best efforts to cure the Title Defect. If the Seller shall fail to remove or cure the Title Defect during the Title Cure Period, the Buyer, at its option, may (i) terminate this Agreement, whereby all obligations and representations herein shall terminate and cease to bind either the Buyer or the Seller, (ii) proceed to Closing (as defined in paragraph 7 below), accepting title to the Property subject to the Title Defect or (iii) condemn the Property though a Petition in Eminent Domain, wherein Seller shall stipulate to an Order of Taking and to a Final Judgment which will be based upon the same terms and conditions as set forth in this Agreement.

6. Taxes and assessments on the Property being purchased in fee shall be prorated through the date of Closing (as defined in paragraph 7 below), except if Closing (as defined in paragraph 7 below) occurs between November 1 and the end of the applicable calendar year, in which event Seller shall pay the entire amount of real property taxes due as determined by the County Tax Collector as set forth below. The proceeds shall be increased or decreased as may be required by the proration of said items. If the amount of taxes and assessments for the year in which Closing (as defined in paragraph 7 below) occurs cannot be ascertained, rates, mileages and assessed valuations of the previous year, with known changes, shall be used, with allowance for homestead or other exemptions if allowed for either year. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at Closing (as defined in paragraph 7 below). In the event Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the County Tax Collector an amount equal to the current taxes prorated to the date of Closing (as defined in paragraph 7 below). In the event Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

7. Subject to the Title Cure Period provided in paragraph 5 and any other closing contingencies or extensions provided under this Agreement, the sale shall be closed, the Deed shall be delivered to the Buyer and the Seller shall deliver occupancy and possession of the Property to the Buyer, within thirty (30) days after approval of this Agreement by the CLCC ("Closing"). During the period from the execution of this Agreement until Closing, neither the Seller nor anyone under the Seller's control or direction shall commit or permit to be committed any act which alters or diminishes the value of the Property in any way. If, after the date of execution of this Agreement but

before Closing, the Property or any of the improvements thereon shall be altered, burned, damaged, or destroyed by man-made or natural act or event, regardless of the fault, then the Buyer, at its sole discretion, shall have the option of (i) proceeding to Closing with the total purchase price provided herein being reduced by the reduction in value of the Property thereon altered, burned, damaged, or destroyed as appraised by an independent appraiser mutually acceptable to the parties or (ii) terminating this Agreement, whereby all obligations and representations herein shall terminate and cease to bind either the Buyer or the Seller.

8. At Closing, the Seller shall furnish the Buyer with the Seller's Affidavit, stating that neither the Seller nor anyone under the Sellers' control or direction have taken any action to encumber the Property or otherwise adversely affect the status of the title thereto between the date of execution of this Agreement and Closing and stating either that there have been no improvements made to the Property during the one hundred twenty (120) days immediately preceding Closing, or, if there have been any such improvements, that all contractors, materialmen, suppliers and potential lienors in connection with said improvements have been paid in full.

9. At Closing, the distribution of the purchase amount will be made by the Buyer to the closing agent specified by the Buyer in the form of a City Warrant or by wire transfer of closing proceeds. Final distribution of the Seller's proceeds will be made to the Seller by the closing agent.

10. At the Buyer's option, the Property may be surveyed at the expense of the Buyer prior to Closing. If the survey shows any encroachments on the Property or that any improvements located on the Property encroach on other lands, written notice thereof shall be given to the Seller to remove such encroachments within fifteen (15) days after the Seller's receipt of such written notice. If the Seller shall fail to remove or cure said encroachments within said time, the Buyer, at its option, may (i) terminate this Agreement, whereby all obligations and representations herein shall terminate and cease to bind either the Buyer or the Seller or (ii) proceed to Closing in the same manner as if no such encroachments had been found.

11. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assign of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.

12. The Buyer shall not be liable to the Seller or to the Seller's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to the Buyer (the "Sales Commission"), and the Seller shall defend, indemnify and hold harmless the Buyer and its agents, employees and officers from any and all actions, awards, causes,

claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of the Sales Commission.

13. If the Buyer fails or refuses to perform its obligations under this Agreement, and such failure or refusal is not cured within ten (10) days after receipt of written notice from the Seller, then the Seller may, as their sole and exclusive remedy, sue for specific performance of this Agreement. In addition to the Buyer's right to pursue the Seller for damages arising from the Seller's breach of the terms set forth under paragraph 5, if the Seller fails or refuses to convey the Property in accordance with the terms of this Agreement or otherwise perform the Seller's obligations hereunder, and such failure or refusal is not cured within ten (10) days after receipt of written notice from the Buyer, then the Buyer may sue for specific performance of this Agreement.

14. The Seller represents and warrants that there are no hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to those as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 9601-9674, as amended by the Superfund Amendments and Reauthorization Act of 1986, or any Florida Statute defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants (hereinafter collectively referred to as "Contaminants") deposited, located, placed or released on the Property by the Seller. The Seller's representations and warranties under this paragraph 14 shall survive closing. If at any time between execution hereof and the closing the Buyer determines in its sole discretion that there are Contaminants affecting the Property, the Buyer may, at its sole discretion, elect to (i) terminate this Agreement, whereby all obligations and representations herein shall terminate and cease to bind either the Buyer or the Seller or (ii) close the sale in the same manner as if no such Contaminants had been found. If at any time after the closing, the Buyer determines in its sole discretion that there have been Contaminants deposited, located, placed or released on the Property by the Seller prior to closing, the Seller shall be obligated to pay all reasonable costs for immediate removal of all such Contaminants deposited, located, placed or released on the Property prior to closing. Notwithstanding any other provision under this Agreement, Seller shall defend, indemnify and hold harmless the Buyer and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of the existence of Contaminants deposited, located, placed or released by the Seller on the Property taking place prior to closing. Seller's indemnification obligation under this paragraph 14 shall survive closing and/or termination of this Agreement.

15. In the event that any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

16. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to the execution and closing of this Agreement and to otherwise effectuate the purposes and terms of this Agreement.

17. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.

18. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Polk County, Florida.

19. Nothing herein shall be deemed to constitute any Party as a partner or joint venturer, or to create any fiduciary relationship among the Parties. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Agreement.

20. To the extent the consent of any Party to this Agreement is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

21. The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

22. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof.

23. Seller agrees not to contest or in any way object to the Buyer's application for a state environmental resource permit, SWFWMD drainage permit, or any other permit for any City of Lakeland project which intends to utilize the Property, or any subsequent application for a modification thereto. Seller's restrictive covenant under this paragraph shall survive Closing.

24. Seller agrees to provide a right of entry to allow demolition of remainder of septic tank and drain field on remainder parcel.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names as of the day and year first above written.

Seller:
Adam G. Langford

Adam Langford
(Signature)

Adam G Langford
(Typed/Printed Name)

Seller:

_____
(Signature)

_____
(Typed/Printed Name)

Buyer:
CITY OF LAKELAND, a municipal corporation existing under the laws of the State of Florida.

ATTEST:

BY: _____
Kelly S. Koos, City Clerk

BY: _____
Shawn Sherrouse, City Manager

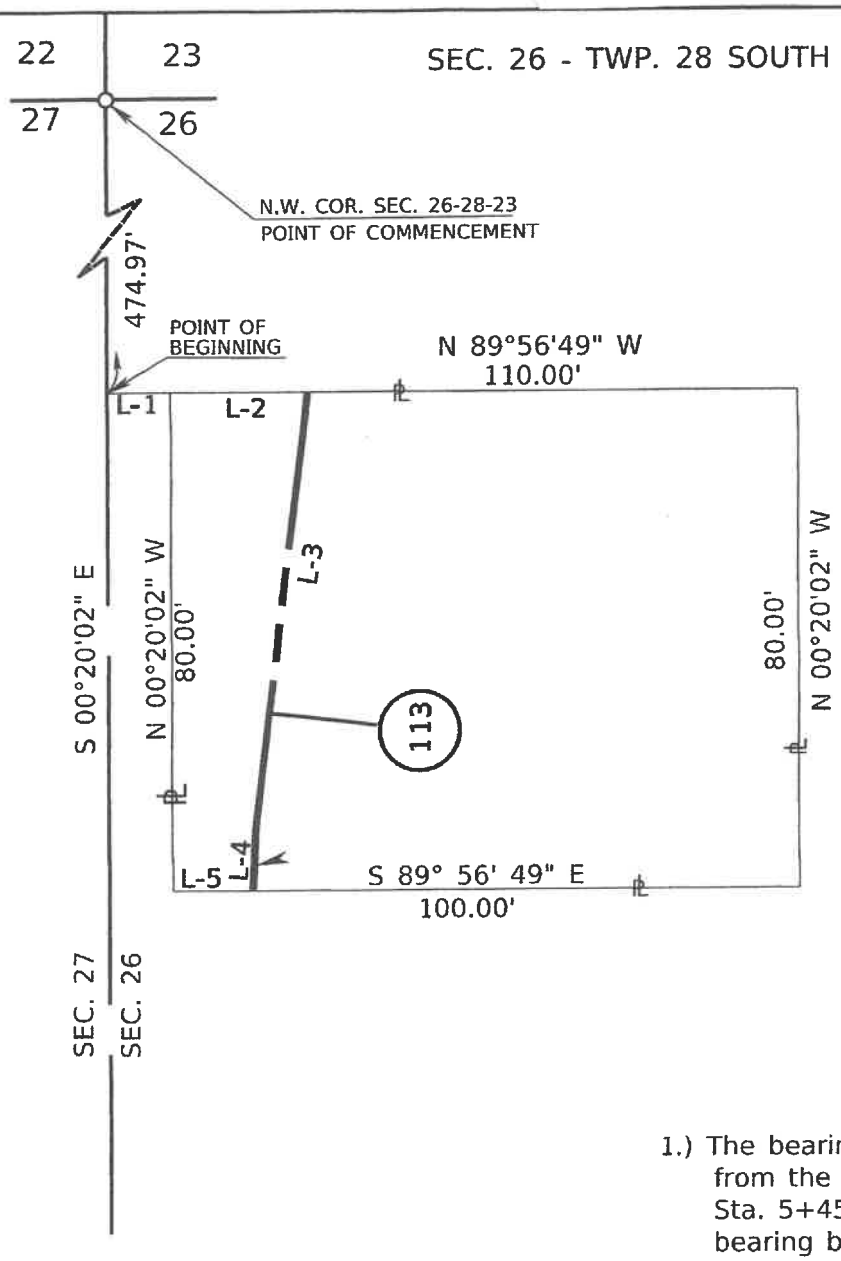
DATED: _____

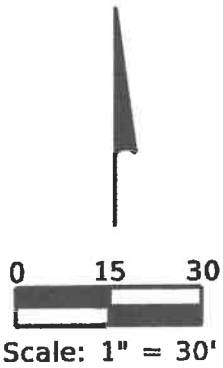
BY: Greg James
Greg James, Assistant Director
Public Works

Approved as to form and correctness:

BY: _____
Palmer C. Davis, City Attorney

EXIHIBIT "A"





LINE	DISTANCE	BEARING
L-1	10.01'	S 89°56'49" E
L-2	21.86'	S 89°56'49" E
L-3	70.50'	S 06°40'33" W
L-4	9.99'	S 02°51'06" W
L-5	12.70'	N 89°56'49" W

1.) The bearings shown hereon were established from the centerline of survey of Wabash between Sta. 5+45.00 and Sta. 10+61.07 bearing being N 89°29'13" W (grid north).
2.) Documents referenced are recorded in the public records of polk county, florida.
3.) This sketch and description or the copies thereof are not valid without the raised seal of a florida surveyor and mapper,
4.) All distances are calculated unless otherwise noted.

This Sketch and description was prepared under my supervision and correct to the best of my knowledge and belief.

LEGEND

COR. = CORNER
SEC. = SECTION
TWP. = TOWNSHIP

(113) = PARCEL NUMBER

James E. Godfrey, PLS 4541 Date _____

CITY OF LAKELAND PUBLIC WORKS ENGINEERING DIVISION

DESCRIPTION SKETCH - NOT A SURVEY

WABASH AVENUE EXT. POLK COUNTY

	BY	DATE
DRAWN	JEG	3/11/20
CHECKED	THIE	3/15/20

PREPARED BY:
T2 Utility Engineers
3905 Crescent Park Drive | Riverview, Florida 33578
License Business 8336 Phone (813) 257-0076

SHEET 1 OF 2

DESCRIPTION: PARCEL NUMBER 113

A Part Of The Northwest One Quarter Of Section 26, Township 28 South, Range 23 East, Polk County, Florida, Being More Particularly Described As Follows:

Commence At The Northwest Corner Of Section 26, Township 28 South, Range 23 East, Polk County, Florida; Thence On The West Line Of Said Section 26 South 00°20'02" East, 474.97 Feet; Thence Departing Said West Line, South 89°56'49" East, 10.01 Feet To The **Point Of Beginning**; Thence South 89°56'49" East, 21.86 Feet; Thence South 06°40'33" West, 70.50 Feet; Thence South 02°51'06" West, 9.99 Feet; Thence North 89°56'49" West, 12.70 Feet; Thence North 00°20'02" West, 80.00 Feet To The **Point Of Beginning.**

Containing 1359 Square Feet, More Or Less.

CITY OF LAKELAND
REPLACEMENT HOUSING PAYMENT DETERMINATION
THREE COMPARABLES METHOD

OCCUPANT & ADDRESS: Adam G. Langford 1405 S. Wabash Ave. Lakeland, FL 33803	S. Wabash Extension Project City of Lakeland Project No.: 017781 Parcel 113.001O

DETERMINATION OF REPLACEMENT VALUE IS BASED ON THE FOLLOWING COMPARABLES WHICH ARE DECENT, SAFE AND SANITARY, FUNCTIONALLY EQUIVALENT AND SUBSTANTIALLY THE SAME AS THE ACQUIRED DWELLING, FAIR HOUSING (OPEN TO ALL PERSONS REGARDLESS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN), REASONABLY ACCESSIBLE TO PUBLIC SERVICES AND THE DISPLACEE'S PLACE OF EMPLOYMENT, IN AN EQUAL OR BETTER NEIGHBORHOOD WHICH IS NOT SUBJECT TO UNREASONABLY ADVERSE ENVIRONMENTAL FACTORS, AND IS CURRENTLY AVAILABLE ON THE OPEN MARKET WITHIN THE FINANCIAL MEANS OF THE DISPLACEE. (SEE ATTACHE DCOPIESOF FORM 575-040-13 "REPLACEMENT HOUSING QUESTIONNAIRE/CERTIFICATION," FOR EACH COMPARABLE LISTED BELOW.)

COMPARABLE NO. 1:

ADDRESS OR LOCATION: 835 27th Avenue, Winter Haven FL	DISTANCE FROM SUBJECT: 16 miles
OWNER: Eduardo Quintana	REALTOR: Daniel Hut Keller Williams Realty Smart 1 863-508-3005
ASKING PRICE: $89,900.00	MONTHLY RENTAL:

COMPARABLE NO. 2:

ADDRESS OR LOCATION: 4734 Dove Cross Dr Lakeland, FL	DISTANCE FROM SUBJECT: 11 miles
OWNER: Robert Wilkins	REALTOR: Cheryl Skinner Webpro Realty LLC 863-602-8670
ASKING PRICE: $89,900	MONTHLY RENTAL:

COMPARABLE NO.3:

ADDRESS OR LOCATION: 3342 Oak Meadows Dr, Mulberry FL	DISTANCE FROM SUBJECT: 16 miles
OWNER: Chris Tiffer	REALTOR: Brenda Gillespy ReMax Paramount Properties 863-680-3322
ASKING PRICE: $95,000	MONTHLY RENTAL:

A. TENURE:

SUBJECT PROPERTY:	(X) OWNER	() TENANT	
REPLACEMENT PROPERTY:	( ) OWNER	() TENANT	( ) RETENTION
ELIGIBILITY BASED UPON:	( ) 180 DAYS		
	(X) 90 DAYS		
	( ) LESS THAN 90-DAY OCCUPANT		

B. SUBJECT PROPERTY VALUATION:

(x) APPRAISAL ..... $ _____
(x) PARTIAL TAKING ..... $ 38,150.00 *
( ) HIGHEST AND BEST USE ..... $ _____ **
( ) ECONOMIC RENT (MONTHLY) INCLUDING UTILITIES ..... $ _____
( ) ACTUAL RENT (MONTHLY) INCLUDING UTILITIES ..... $ _____
TOTAL MONTHLY INCOME × 30% ..... $
BASE MONTHLY RENTAL ..... $ _____

C COMPARABLE VALUE ANALYSIS: PURCHASE ADDITIVE

BASED UPON CURRENT SELLING PRICE OF:
COMPARABLE NO. 1 ..... $ 89,900.00
COMPARABLE NO. 2 ..... $ 89,900.00
COMPARABLE NO. 3 ..... $ 95,000.00

COMPARABLE ANALYSIS FINDING (COMPARABLE NO. 1) $89,900.00
LESS: SUBJECT PROPERTY VALUATION ..... $ 38,150.00

EQUALS: AMOUNT OF PURCHASE ADDITIVE PAYMENT ..... $ 51,750.00

D. COMPARABLE VALUE ANALYSIS: RENTAL ASSISTANCE

BASED UPON CURRENT RENTAL PRICE INCLUDING UTILITIES OF:
COMPARABLE NO. 1 ..... $
COMPARABLE NO. 2 ..... $
COMPARABLE NO. 3 ..... $ _____

COMPARABLE ANALYSIS FINDING (COMPARABLE NO. 1) ..... $
LESS: SUBJECT PROPERTY BASE MONTHLY RENTAL ..... $ _____
EQUALS: RENT DIFFERENTIAL ..... $ _____
×42
EQUALS: AMOUNT OF RENTAL ASSISTANCE PAYMENT ..... $ _____

E. DOWN PAYMENT COMPUTATION:

VALUE OF REPLACEMENT DWELLING ..... $ _____
DOWN PAYMENT REQUIRED: _____%
AMOUNT OF PAYMENT ..... $ _____

I UNDERSTAND THAT THIS DETERMINATION OF A REPLACEMENT HOUSING PAYMENT IS TO BE USED IN CONNECTION WITH A DEPARTMENT HIGHWAY PROJECT AND I CERTIFY THAT I HAVE NO DIRECT OR INDIRECT, PRESENT OR CONTEMPLATED FUTURE PERSONAL INTEREST IN THIS PROPERTY OR IN ANY BENEFIT FROM THE ACQUISITION OF THIS PROPERTY.

	SIGNATURE	TITLE	DATE
SUBMITTED:	Ray Fauble	R/W Agent	2/10/2021
REVIEWED:			
APPROVED:			

* REFER TO FDOT R/W MANUAL PROCEDURE 575-040-004-B(2)(a)
** REFER TO FDOT R/W MANUAL PROCEDURE 575-040-004-B(2)(c)

REMARKS: Replacement two-bedroom mobile homes comparable to the subject are limited in the local market. Those found in comparable settings did not meet DS&S requirements. Many are located in communities with age restrictions. For this reason, the search was expanded to other Cities and comparable have been provided as required per procedure.

COMPARABLE HOUSING GRID

	SUBJECT	COMP 1	COMP 2	COMP 3
ADDRESS	1405 S Wabash Ave, Lakeland, FL	835 27th St NW Winter Haven FL	4734 Dove Cross Dr, Lakeland, FL	3342 Oak Meadows Dr, Mulberry, FL
LISTING #	N/A	P4914159	L4920753	L4917240
LISTING PRICE	N/A	$89,900	$89,900	$95,000
DISTANCE TO SUBJECT	N/A	16 Miles	11 Miles	16 Miles
ZONING	RL 4 Residential low	R-1	MH	MH
NEIGHBORHOOD	Residential	Residential	Residential	Residential
DISTANCE TO CHURCH	n/a	n/a	n/a	n/a
DISTANCE TO EMPLOYMENT	n/a	n/a	n/a	n/a
DISTANCE TO SCHOOLS	n/a	n/a	n/a	n/a
DISTANCE TO SHOPPING	2 Miles	2 Miles	2 Miles	2 Miles
DISTANCE TO PUBLIC TRANSP.	N/A	N/A	N/A	N/A
DWELLING UNIT TYPE	Mobile Home	Mobile Home	Mobile Home	Mobile Home
CONSTRUCTION TYPE	Metal	Metal	Metal	Metal
LIVING	1	1	1	1
DINING	1	1	0	1
KITCHEN	1	1	1	1
LAUNDRY ROOM	1 (Utility)	1(Utility)	1 (Utility)	0 (Utility)
OFFICE	0	0	0	0
FAMILY	0	0	0	0
BEDROOMS	2	3	3	3
BATHS	1	2	2	1
TOTAL	5 doesn't inc. baths	6 doesn't inc. baths	6 doesn't inc. baths	6 doesn't inc. baths
S. F. LIVABLE	**680**	**1,200**	**1,620**	**1,000**
AGE/ACTUAL	**23**		**49**	**30**
CONDITION	**Fair**	**Good**	**Good**	**Good**
FENCE	**NO**	**Yes**	**Yes**	**Yes**
PORCHES	**Yes**	**Yes**	**Yes**	**Yes**
GARAGE SIZE	**n/a**	**n/a**	**n/a**	**n/a**
HEAT	**Window**	**Central**	**Central**	**Window**
A/C	**Window**	**Central**	**Central**	**Window**
SEWAGE	**Septic**	**Septic**	**Septic**	**City**
UTILITY OR	**Yes**	**Yes**	**Yes**	**No**

COMPARABLE HOUSING GRID

STORAGE AREA				
HOMESITE SIZE	**8,000 SF**	**7,398**	**26,136 SF**	**10,800 SF**
DENSITY	**N/A**	**N/A**	**N/A**	**N/A**
ADEQUATE FOR FAMILY SIZE	**Yes**	**Yes**	**Yes**	**Yes**
WITHIN FINANCIAL MEANS TEST TYPE				
MINIMUM DSS	**Yes**	**Yes**	**Yes**	**Yes**
PHOTOS	**N/A**	**Yes**	**Yes**	**Yes**
EXTERIOR APPURTENANCES	**Shed& Patio**	**Shed and Porch**	**Shed**	**Shed**
OTHER FUNCTIONAL CHARACTERISTICS COMPARED	**1 Story**	**1 Story**	**1 Story**	**1 Story**

February 5, 2021

Gregory D. James, MBA
Assistant Director
Public Works Department

S. Wabash Extension Project
Project No: 017781
COUNTY: Polk
PARCEL: 113.001O

Subject: RHP Recommendation and Determination, Purchase Additive

The displacee is a 90-day owner occupant. According to public records, the property was transferred to Mr. Langford by Quitclaim Deed in 2016. The subject is located at 1405 S. Wabash Ave. Lakeland FL. The residence is a mobile home built in 1988 and is in fair condition. It consists of 684 sq. ft of living area featuring a kitchen, living room, dining room two-bedroom and one bath. The information was provided by the owner as an interior inspection was not allowed. Climate control is provided by a window unit. The subject is also improved with 110 sq. ft shed. The subject parent tract is and 80 x 100 sq. ft lot. The taking is a partial acquisition of 1,359 sq. ft. running diagonally across the west side of the lot. The taking impacts the septic tank and drain field. The lot is cluttered with miscellaneous items that the owner buys and sells at flea markets. Due to the damages to the remainder a replacement housing purchase additive is being offered.

Replacement comparables were searched for in Lakeland, Bartow, Haines City, Mulberry and Polk City. Availability of replacement two-bedroom mobile homes comparable to the subject are almost nonexistent. Those found in comparable settings did not meet DS&S requirements.

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Comparable No; 1 is located at 835 27th Street, Winter Haven FL. The mobile home was built in 1966, and an addition was added in 1969. The residence contains 1,020 sq. ft of living area consisting of three bedrooms, two baths, living room, kitchen and dinette. Climate control is provided by a central heat and air conditioning. Water is provided by public utilities and sewage is handled by a septic tank. The lot size is 7,500 sq. ft. approximately. The lot features partial fencing and a shed. The property is 16 miles from the subject. The property is comparable to the subject and meets Decent, Safe and Sanitary requirements. The property is listed for sale by Keller Williams Realty Smart 1. The list price is $89,900.

Comparable No; 2 is located at 3342 Oak Meadows Dr, Mulberry, FL. The mobile home was built in 1984 and contains 1,000 sq. ft of living area consisting of three bedrooms, one bath, a living room, kitchen. Climate control is provided by window heat and air conditioning units. Water is provided by public utilities and sewage is handled by a septic tank. The lot size is 10,800 sq. ft. The lot features fencing and a shed. The property is 16 miles from the subject. The property is comparable to the subject and meets Decent, Safe and Sanitary requirements. The property is listed for sale by ReMax Paramount Properties. The list price is $95,000.

711 North Sherrill Street – Suite B
Tampa, Florida 33609-1109
Ph. 813-287-8191 – Fax 813-287-8272

Comparable No; 3 is located at 1239 Avenue K, Haines City, FL. The wood frame house was built in 1984 and contains 720 sq. ft of living area consisting of three bedrooms, one bath, kitchen and living room. Climate control is provided by a central heat and air conditioning. Water and sewage are provided by public utilities. There is a front porch approximately 100 sq.ft. The lot size is 3,840 sq. ft. The property is 31 Miles from the subject. The property meets Decent, Safe and Sanitary requirements. The property is listed for sale by Bardell Real Estate. The list price is $80,000

Number One Comparable:	$89,900.00
Subject Value (Partial Taking):	$38,150.00
RHP Purchase Additive:	$51,750.00

Sincerely,
American Acquisition Group, LLC

Ray Fauble
Right of Way Agent

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