

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020139

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 325, for the Imperial Street Widening Project No. 4060, in the amount of \$30,000, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize payment of necessary costs to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

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

WHAT ACTION ACCOMPLISHES: The acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain at a future date.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 3

CL6A

3. MEETING DATE:

03-12-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 125
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT *Independent*
- C. DIVISION *County Lands TLM 2-11-02*
- BY: *Karen L. W. Forsyth, Director*

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

This acquisition consists of the fee interest in vacant property, further identified as Strap No. 36-47-25-B2-01046.0000, located at 27375 Imperial Street in Bonita Springs. The owner of Parcel 325, Edward W. Kruse, Trustee, has agreed to sell the subject parcel for \$30,000. The County is to pay closing costs of approximately \$1,000. Seller is responsible for real estate broker and attorney fees, if any.

The appraised value of the parcel is \$27,000. The appraisal was performed by J. Lee Norris, MAI, SRA, of Carlson, Norris and Associates, Inc.

County staff is of the opinion that the purchase price increase of \$3,000 above the appraised value can be justified based on the real estate market activity in this geographic area. Also, considering the costs associated with condemnation proceedings estimated to be between \$2,000 - \$3,000, excluding land value, staff recommends the Board approve the Requested Motion.

Funds are available in Account 20406063000.506110

- 20 - CIP
- 4060 - Imperial Street
- 63000 - City of Bonita Springs Impact Fees
- 506110 - Land

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Per/for SMG 2/14/02</i>	<i>N/A</i>	<i>N/A</i>	<i>SAO 2/12/02</i>	<i>Per/for SMG 2-18-02</i>	OA	OM	RISK	GC	
					<i>ekw 2-18-02</i>	<i>2/19/02</i>	<i>JB/A</i>	<i>2-18-02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
by CO. ATTY.
12/13/02
445 PM
CO. ATTY.
FORWARDED TO:
CO ADMIN
2-18-02 3:03

RECEIVED BY
COUNTY ADMIN.
2/18 4:00
COUNTY ADMIN.
FORWARDED TO:
2/18/02

This document prepared by
Division of County Lands
Project: Imperial Street Widening, No. 4060
Parcel: 325
STRAP No.: 36-47-25-B2-01046.0000

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 2nd day of FEBRUARY, 2002, by and between Edward W. Kruse, Trustee of the Edward W. Kruse Trust dated August 15, 1995, Trust No. 1943, hereinafter referred to as SELLER, whose address is 1106 Johnson Drive, Naperville, Illinois 60540, 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 vacant parcel of land consisting of 17,440 square feet, more or less, and located at 27375 Imperial Street, Bonita Springs, Florida 34135, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Imperial Street Widening Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Thirty Thousand and 00/100 (\$30,000.00), 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 Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

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

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

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

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

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

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

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

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

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

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

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 45 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:

Sandra Lee [Signature]
Rosa Mangueles

SELLER:

Edward W. Kruse 2/2/02
Edward W. Kruse, Trustee (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

EXHIBIT "A"

Project: Imperial Street Widening, No. 4060

Parcel: 325

STRAP No.: 36-47-25-B2-01046.0000

Lot 46, Imperial Oaks Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 36, Pages 72 and 73, Public Records of Lee County, Florida.

Parcel: 325
STRAP No.: 36-47-25-B2-01046.0000
Project: Imperial Street Widening, No. 4060

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 2nd day of FEBRUARY, 2002, 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:

Edward W. Kruse, Trustee of the Edward W. Kruse Trust
dated August 15, 1995, Trust No. 1943

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. EDWARD W. KRUSE 1106 JOHNSON DR., NAPERVILLE, IL 60540
2. _____
3. _____
4. _____

The real property to be conveyed to Lee County is shown on attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Lisa Mazariegos
Witness Signature

LISA mazariegos
Printed Name

Edward W. Kruse
Signature of Affiant

EDWARD W. KRUSE
Printed Name

Oliana Kole
Witness Signature

Oliana Kole
Printed Name

Affidavit of Interest in Real Property

Parcel: 325
STRAP No.: 36-47-25-B2-01046.0000
Project: Imperial Street Widening, No. 4060

STATE OF IL

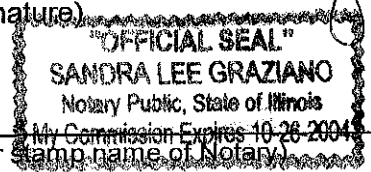
COUNTY OF Du Page

SWORN TO AND SUBSCRIBED before me this 2 day of February

2002, by Edward W Kruse
(name of person acknowledged)

Sandra Lee Graziano
(Notary Signature)

(SEAL)



(Print, type or stamp name of Notary)

Personally known _____
OR Produced Identification Drivers License
Type of Identification _____

EXHIBIT "A"

Project: Imperial Street Widening, No. 4060

Parcel: 325

STRAP No.: 36-47-25-B2-01046.0000

Lot 46, Imperial Oaks Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 36, Pages 72 and 73, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 21580/D

Date: February 6, 2002

Parcel: 325

Project: Imperial Street Widening,
#4060

To: Teresa L. Mann
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Real Estate Title Examiner 

STRAP: 36-47-25-B2-01046.0000

Effective Date: January 27, 2002, at 5:00 p.m.

Subject Property: Lot 46, Imperial Oaks Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 36, Pages 72 and 73, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Edward W. Kruse, Trustee of the Edward W. Kruse Trust dated August 15th, 1995, Trust No. 1943

by that certain instrument dated October 19, 2001, recorded November 7, 2001, in Official Record Book 3516, Page 231, Public Records of Lee County, Florida.

Easements:

1. Ten foot (10') Utility Easement along the west lot line, as shown on Plat in Plat Book 36, Page 73, Public Records of Lee County, Florida. (affects project area)
2. Easement Dedication recited on Plat: All lots are subject to a ten foot (10') Utility Easement on all street lines. All lots are subject to a six foot (6') Utility Easement on side lot lines. (affects project area)

NOTE (1): For information: There is a Right-of-Way Agreement by and between Robert A. Lawhon, Jr. (the developer of the subdivision) and Bonita Springs Water System, Inc. granting an easement over and across the east side of Imperial Street for utility purposes, as recorded in Official Record Book 828, Page 34.

NOTE (2): For information: The subdivision plat shows a five foot (5') strip of land lying between the existing road right-of-way for Imperial Street (being 25 feet in width from the centerline) and the boundary lines of the lots adjacent to the east of the street. According to the legal description for the subdivision, this strip is included in the platted land and is dedicated to Lee County, as set forth on the recorded plat in Plat Book 36, Pages 72 and 73.

Division of County Lands

Ownership and Easement Search

Search No. 21580/D

Date: February 6, 2002

Parcel: 325

Project: Imperial Street Widening,
#4060

NOTE (3): There is a drainage easement across the easterly portion of Lot 46, as shown on the recorded plat, however, it does not directly affect the project area.

See File No. 21578/C for underlying/base copies.

NOTE (4): Deed recorded November 7, 2001 in Official Record Book 3516, Page 231 does not contain trust powers or marital status, nor does it properly refer to the trustee of the trust. This must be addressed and resolved by the title company or attorney that handles the transfer to the County.

Tax Status: 2001 Ad Valorem Taxes are paid in the amount of \$349.56.

No back taxes found

Not on garbage program

No assessments found

(The end user of this report is responsible for verifying tax and/or assessment information.)

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

STAFF REVIEW

1-9-02
Date

LAND APPRAISAL REPORT

Project No.4060

Summary Appraisal Report

File No. 01-47-16

Borrower KRUSE, Edward W., Tr. Census Tract 505.00 Map Reference 36-47-25
 Property Address 27375 Imperial Street Parcel 325, Imperial Street Widening Project No. 4060
 City Bonita Springs County Lee State FL Zip Code 34135
 Legal Description Lot 46, Imperial Oaks Subd, PB 36, PG 73
 Sale Price \$ Not a Sale Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 353/2001 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions _____
 Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
 Occupant Vacant Land Appraiser Phil Benning, Associate Instructions to Appraiser Estimate Market Value

IDENTIFICATION

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
 Present Land Use 80% 1 Family % 2-4 Family % Apts. % Condo % Commercial
 % Industrial % Vacant %
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 (*) From _____ To _____
 Predominant Occupancy Owner Tenant % Vacant
 Single Family Price Range \$ 90,000 to \$ 225,000 Predominant Value \$ 130,000
 Single Family Age New yrs. to 45 yrs. Predominant Age 20 yrs.

Employment Stability Good Avg. Fair Poor
 Convenience to Employment
 Convenience to Shopping
 Convenience to Schools
 Adequacy of Public Transportation
 Recreational Facilities
 Adequacy of Utilities
 Property Compatibility
 Protection from Detrimental Conditions
 Police and Fire Protection
 General Appearance of Properties
 Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Bordered by E.Terry St. (N), I-75 (E), Old US 41 (W), Bonita Beach Road (S). Predominately average to good quality single family. Community support services, employment, shopping and area beaches are closeby and I-75 is .5 mile east.

NEIGHBORHOOD

Dimensions 80' x 115' (Effective) = 9,200 Sq. Ft. or Acres Corner Lot
 Zoning classification RS-1, Residential Single Family Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) _____
 Public Other (Describe) _____
 Elec. _____
 Gas _____
 Water _____
 San. Sewer Septic _____
 Underground Elect. & Tel. _____

OFF SITE IMPROVEMENTS
 Street Access Public Private
 Surface Paved Asphalt
 Maintenance Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights

Topo Level _____
 Size Typical
 Shape Rectangular
 View Residential/Retention Pond
 Drainage Appears adequate
 Is the property located in a HUD identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No adverse easements or encroachments were noted, however, no survey was provided to address these items. The subject property has an 80x102.5 drainage easement extending to the east from the effective rear boundary to center of the retention pond. See attached comments. Subject is in Zone AE, a flood zone per FEMA Panel 125124 0510 D dated 07/20/98.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	27375 Imperial Street Bonita Springs	26938 Piva Court Bonita Springs	11160 Tangelo Terrace Bonita Springs	11030 Orangewood Drive Bonita Springs
Proximity to Subject		0.58 miles	0.42 miles	0.55 miles
Sales Price	Not a Sale	\$ 29,000	\$ 28,000	\$ 24,500
Price per Square Foot		\$ 2.25	\$ 2.59	\$ 2.27
Data Source	Inspection	OR 3537 PG 0279	OR 3544 PG 4526	OR 3429 PG 2115
Date of Sale and Time Adjustment	N/A	12/10/01	12/21/01	06/11/01
Location	Imperial Oaks	Winter Haven W.	Orange Creek	Orange Creek
Site/View	9,200sf +/-	12,920sf	10,800sf	10,800sf
View	Residential	Residential	Residential	Residential
Sales or Financing Concessions	N/A	Conventional Indicated	Cash Indicated	Cash Indicated
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 2,100	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 900	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 900
Indicated Value of Subject		Net Ind. Val. \$ 26,900	Net Ind. Val. \$ 27,100	Net Ind. Val. \$ 23,600

Comments on Market Data: Due to the limited number of recent sales of adequately similar vacant sites in East Bonita Springs (west of I-75), Sale #3 recorded over 6 months prior to the appraisal date was necessarily utilized.

Comments and Conditions of Appraisal: No special comments or conditions affect this appraisal. This is a Summary Appraisal Report. See the attached special limiting conditions.

RECONCILIATION

Final Reconciliation: The Sales Comparison Approach best reflects the actions and attitudes of participants in the marketplace. Since there are no improvements, the Cost Approach is not utilized. The Income Approach is not applicable due to the fact that land is not typically purchased for income producing ability.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF January 6, 20 02 to be \$ 27,000

Phil Benning, Associate
 St. Cert. Res. REA #0002220
 J. Lee Norris, MAI, SRA
 St. Cert. Gen. REA #000643
 Appraiser(s) _____ Review Appraiser (if applicable) _____ Did Did Not Physically Inspect Property

5-Year Sales History

Parcel No. 325

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
Edward W. Kruse	Edward W. Kruse, Trustee of the Edward W. Kruse Trust dated 8/15/95, Trust No. 1943	\$100.00	10/01	N



Department of Public Works
Division of County Lands

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 479-8505
FAX (941) 479-8391

Bob Janes
District One

February 8, 2002

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

Gary Price, City Manager
City of Bonita Springs
9220 Bonita Beach Blvd., Ste. 111
Bonita Springs, Florida 34135

**RE: Purchase Agreement - Imperial Street Widening, Project No. 4060
Parcel 325, Owner - Edward W. Kruse, Trustee**

Dear Mr. Price:

For your review, enclosed is a copy of the signed Agreement for Purchase and Sale of Real Estate, and the appraisal for the vacant property located at 27375 Imperial Street. The appraisal indicates a value of \$27,000. Through negotiations, the owner agreed to a settlement of \$30,000. The agreement includes as a Buyer's expense payment of title insurance and documentary stamps on the deed.

County staff discussed this purchase and feels the increase of \$3,000 above the appraised value can be justified based on the real estate market activity in this geographic area. Also, considering the costs associated with condemnation proceedings estimated to be between \$2,000 - \$3,000, excluding land value, staff recommends this acquisition be approved.

The item will be scheduled for presentation to the Board of County Commissioners as soon as possible for approval.

If you have any questions, please call me at the above listed number or via E-Mail at manntl@leegov.com. Please fax your reply to me so that it may be included in the agenda back up provided to the Board.

Thank you for your cooperation in this matter.

Sincerely,

Teresa L. Mann
Property Acquisition Agent

Enclosure

cc: Karen L.W. Forsyth, County Lands Director, w/o enclosures
Robert G. Clemens, Acquisition Program Manager, w/o enclosures
Nicole Maxey, PE, DOT Project Manager, w/o enclosures

S:\POOL\Imperial Street 4060\325 & 330\Letter to City Manager - 325.wpd- TLM

P.O. Box 398, Fort Myers, Florida 33902-0398 (941) 335-2111

Internet address <http://www.lee-county.com>

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER



VIA FACSIMILE (941) 479-8391

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (941) 390-1000
FAX: (941) 390-1004

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

February 12, 2002

Ms. Teresa L. Mann
Property Acquisition Agent
Lee County Division of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398

RE: Purchase Agreement, Vacant Parcel 325
Edward W. Kruse, Trustee

Dear Ms. Mann:

I have reviewed the information you provided for the aforementioned parcel and agree that the \$ 3,000 increase over appraised value is justified based upon activity in the area and the elimination of potential condemnation costs of \$2,000-3,000.

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

Respectfully,

Gary A. Price
City Manager

GAP/kw

Cc: Audrey Vance, City Attorney
Karen L.W. Forsyth, County Lands Director
Robert G. Clemens, Acquisition Program Manager
Nicole Maxey, PE, DOT Project Manager