

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

Blue Sheet No. 20041433

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 331, Imperial Street Widening Project No. 4060, in the amount of \$190,000; 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 Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #:

C6J

3. MEETING DATE:

11-23-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE 125
- ORDINANCE _____
- ADMIN. _____
- OTHER _____

6. REQUESTOR OF INFORMATION

- A. _____
- B. DEPARTMENT Independent
- C. DIVISION County Lands TLM 11/2/04
- BY Karen L. W. Forsyth, Director *KLF*

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, improved with single-family residence.

Property Details

Owner: Juan M. Delacruz and Sandra L. Delacruz, husband and wife
Address: 27274 Imperial Oak Circle, Bonita Springs
STRAP No.: 36-47-25-B2-01040.0000

Purchase Details

Purchase Price: \$190,000 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$3,500

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$167,000 as of April 17, 2004

Staff Recommendation: County staff is of the opinion that the purchase price increase of 13.8% above the appraised value can be justified as the appraisal date is six months ago, the real estate market values in this geographic area are increasing approximately 1-2% per month, and the price is inclusive of any moving allowance. Also, considering the costs associated with condemnation proceedings estimated to be between \$4,000-\$7,000, **excluding** land and building value increases, staff recommends the Board approve the Requested Motion.

Account: 20406018808.506110

20 - CIP; 4060 - Imperial Street; 18808 - Impact Fees - Road - Bonita; 506110 - Land

Attachments: Purchase Agreement; Title Data; Appraisal (Location Map Included); Letter from City of Bonita Springs; 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				G County Manager
<i>R. Forsyth</i>			<i>OAD 11/19/04</i>	<i>[Signature]</i>	<i>OA 11-10-04</i>	<i>OM 11-10-04</i>	<i>RISK 11-10-04</i>	<i>GC 11-10-04</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *11/19/04*
Time: *1:40*
Forwarded To: *[Signature]*

RECEIVED BY
COUNTY ADMIN.
FORWARDED TO: *[Signature]*

This document prepared by:
Division of County Lands
Project: Imperial Street Widening, No. 4060
Parcel: 331
STRAP No.: 36-47-25-B2-01040.0000

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 05 day of October, 2004, by and between Juan M. Delacruz and Sandra L. Delacruz, husband and wife, hereinafter referred to as SELLER, whose address is 27274 Imperial Oaks Circle, Bonita Springs, Florida, 34135, 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 15,774 square feet, more or less, and located at 27274 Imperial Oaks Circle, 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 One Hundred Ninety Thousand and No/100 (\$190,000.00), 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 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

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

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

WITNESSES:

Margaret Davis / Margaret Davis

Meggan Burnett / Meggan Burnett

SELLER:

Juan M. Delacruz 10-25-04
Juan M. Delacruz (DATE)

WITNESSES:

Margaret Davis / Margaret Davis

Meggan Burnett / Meggan Burnett

SELLER:

Sandra L. Delacruz 10-25-04
Sandra L. Delacruz (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)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Juan M. & Sandra L. Delacruz
PARCEL NO. 331

Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for all fixtures, including but not limited to, built-in appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering and landscaping, as of the date of the Buyer's appraisal (April 17, 2004).

Buyer's authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixtures(s) by Seller, except as noted below, may cause a delay in closing and a reduction in the purchase price. All additional costs associated with any breach of this covenant will be paid by the Seller. This covenant shall survive closing.

Upon the Buyer's written acceptance of this Agreement, Seller hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

The purchase price of \$190,000.00 is inclusive of any moving allowance.

Prior to closing, in consideration of the purchase and sale of the subject property, Seller may carefully remove and/or replace only those appliances, fixtures, or improvements to the subject property under the terms identified below. Title to all other fixtures and improvements will remain part of the subject property for purposes of transfer.

Items that may be removed: exterior plants, exterior lights, closet shelves, master bedroom ceiling fan, kitchen appliances, dining room light, entry light, kitchen cabinets and washer & dryer.

All removal and/or replacements must be done in good workmanship manner and no part of the structure damaged including holes in walls, ceilings, or exterior.

WITNESSES:

Margaret Davis / Margaret Davis
Meggan Bennett / Meggan Bennett

SELLER:

Juan M. Delacruz 10/25/04
Juan M. Delacruz (DATE)

WITNESSES:

Margaret Davis / Margaret Davis
Meggan Bennett / Meggan Bennett

SELLER:

Sandra L. Delacruz 10/25/04
Sandra L. Delacruz (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: 331

STRAP No.: 36-47-25-B2-01040.0000

Lot 40, 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

Updated Ownership and Easement Search

Search No. 21579/B

Date: October 25, 2004

Parcel: 331

Project: Imperial Street Widening

Project 4060

To: Teresa L. Mann, SR/WA
Property Acquisition Agent

From: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 36-47-25-B2-01040.0000

Effective Date: September 16, 2004, at 5:00 p.m.

Subject Property: Lot 40, 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, Page 72 and 73, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Juan M. Delacruz and Sandra L. Delacruz, husband and wife

by that certain instrument dated June 11, 1992, recorded June 17, 1992, in Official Record Book 2307, Page 1424, Public Records of Lee County, Florida.

Easements:

1. Ten foot (10') Utility Easement along the north 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 six foot (6') Utility Easement on side lot lines. (affects project area)
3. Subject to a Drainage Easement over the Southerly 64.05 feet of the subject property as measured along the East line from the South line of Imperial Oaks Circle, as shown on the plat Imperial Oaks, recorded in Plat Book 36 Page 72-73, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 21579/B

Date: October 25, 2004

Parcel: 331

Project: Imperial Street Widening

Project 4060

4. Subject to a Right of Way Agreement granted to Bonita Springs Water System, recorded in Official Record Book 828 Page 34, Public Records of Lee County, Florida. This agreement is vague in it's description, it covers the entire width right of road way covering a strip of land running North and South of the East Side of the road known as Imperial Street in the West ½ of the SW ¼ of the NE ¼ of Section 36 Township 47 South, Range 25 East, Lee County, Florida. Since the agreement does not specify the width of the right of way it could be the entire property noted in the agreement, which would cover the entire plat the subject property is located in.

Note (2): Mortgage executed by Juan M. Delacruz and Sandra L. Delacruz, husband and wife, in favor of Wells Fargo Home Mortgage, Inc., dated February 7, 2002, recorded March 6, 2002, in Official Record Book 3590, Page 105 , Public Records of Lee County, Florida.

Note (3): Subject to Lee County Ordinance No. 86-14, relates to garbage and solid waste collection, recorded in Official Record Book 2189 Page 3281 and amended by Official Record Book 2189 Page 3334, Public Records of Lee County, Florida.

Tax Status: \$1,288.29 due and owing for Tax Year 2004.

(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.

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 21672C

SUBJECT	Property Address 27274 Imperial Oaks Circle		City Bonita Springs		State FL		Zip Code 34135-6092																	
	Legal Description Lot 40, Imperial Oaks Subd., PB 36, PG 73				Parcel 331**		County Lee																	
	Assessor's Parcel No. 36-47-25-B2-01040.0000				Tax Year 2003		R.E. Taxes \$ 1,378.48																	
	Borrower DELACRUZ, Juan M.+ Sandra L.				Current Owner Juan M.+ Sandra L. Delacruz		Special Assessments \$ 0.00																	
	Occupant: <input checked="" type="checkbox"/> Owner		<input type="checkbox"/> Tenant		<input type="checkbox"/> Vacant																			
	Property rights appraised <input checked="" type="checkbox"/> Fee Simple		<input type="checkbox"/> Leasehold		Project Type <input type="checkbox"/> PUD		<input type="checkbox"/> Condominium (HUD/VA only)																	
	HOA \$ N/A		/Mo.																					
	Neighborhood or Project Name Bonita Springs		Map Reference 36-47-25		Census Tract 0505.00																			
	Sale Price \$ Not a Sale		Date of Sale N/A		Description and \$ amount of loan charges/concessions to be paid by seller N/A																			
	Lender/Client Lee County - County Lands		Address P.O. Box 398, Fort Myers, FL 33902-0398																					
Appraiser Phil Benning, Associate		Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901																						
NEIGHBORHOOD	Location <input type="checkbox"/> Urban		<input checked="" type="checkbox"/> Suburban		<input type="checkbox"/> Rural		Predominant occupancy																	
	Built up <input checked="" type="checkbox"/> Over 75%		<input type="checkbox"/> 25-75%		<input type="checkbox"/> Under 25%		Single family housing																	
	Growth rate <input checked="" type="checkbox"/> Rapid		<input checked="" type="checkbox"/> Stable		<input type="checkbox"/> Slow		PRICE AGE (yrs)																	
	Property values <input checked="" type="checkbox"/> Increasing		<input type="checkbox"/> Stable		<input type="checkbox"/> Declining		110 Low New																	
	Demand/supply <input type="checkbox"/> Shortage		<input checked="" type="checkbox"/> In balance		<input type="checkbox"/> Over supply		200 High 28																	
	Marketing time <input type="checkbox"/> Under 3 mos.		<input checked="" type="checkbox"/> 3-6 mos.		<input type="checkbox"/> Over 6 mos.		Predominant																	
							Commercial																	
							Vacant 5																	
							20+																	
							Land use change																	
						<input checked="" type="checkbox"/> Not likely																		
						<input type="checkbox"/> Likely																		
						<input type="checkbox"/> In process																		
						To: **Imperial Street																		
						Widening Project																		
Note: Race and the racial composition of the neighborhood are not appraisal factors.																								
Neighborhood boundaries and characteristics: Bounded by E. Terry Street to the north, I-75 east, Bus. US 41 west & Bonita Beach Road south.																								
Predominately single family residential.																								
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):																								
The market area is a maturely developed residential area in east Bonita Springs with typically average quality single family homes, manufactured homes & duplexes. Shopping, area beaches & employment centers are located nearby. Increasing employment and property values are prevalent. There is convenient access to Bonita Beach & the Gulf by way of Bonita Beach Road.																								
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 the sales and financing concessions, etc.):																								
No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable, & purchase money mortgages are available with rates are currently in the 4.5% to 6% range. Supply & demand is in balance, with typical marketing time between 3 & 6 months.																								
PUD	Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> 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:																							
	Dimensions 147.51' x 239.70' x 179.05'																							
	Site area 15,774 S.F. +/-				Corner Lot <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																			
	Specific zoning classification and description RS-1, Residential Single Family																							
	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)																							
	Utilities Public Other		Off-site Improvements Type Public Private		Topography Level		Size Typical Corner																	
	Electricity <input checked="" type="checkbox"/>		Street Paved Asphalt <input checked="" type="checkbox"/>		Shape Triangular		Drainage Appears Adequate																	
Gas <input type="checkbox"/>		Curb/gutter None <input type="checkbox"/>		View Residential		Landscaping Average																		
Water <input checked="" type="checkbox"/>		Sidewalk None <input type="checkbox"/>		Driveway Surface Concrete		Apparent easements Drainage																		
Sanitary sewer <input checked="" type="checkbox"/>		Street lights Pole <input checked="" type="checkbox"/>		FEMA Special Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		FEMA Zone AE Map Date 07/20/1998																		
Storm sewer <input type="checkbox"/>		Alley None <input type="checkbox"/>		FEMA Map No. 1206800510D																				
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions were noted. Site improvements: Fill/landscaping/sod \$6,000; water/sewer \$4,500; driveway/culvert \$2,000, impact fees \$3,200.																								
GENERAL DESCRIPTION	GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT																	
	No. of Units 1		Foundation Conc.Stab		Slab None		Area Sq. Ft. None																	
	No. of Stories One		Exterior Walls Frame/T1-11		Crawl Space None		% Finished N/A																	
	Type (Det./Alt.) Detached		Roof Surface Comp.Shingle		Basement None		Ceiling N/A																	
	Design (Style) Ranch		Gutters & Dwnspts. Aluminum		Sump Pump None		Walls N/A																	
	Existing/Proposed Existing		Window Type Aluminum		Dampness None Observed		Floor N/A																	
	Age (Yrs.) 12/1992		Storm/Screens No/Screens		Settlement None Observed		Outside Entry N/A																	
	Effective Age (Yrs.) 7 Years		Manufactured House No		Infestation None Observed																			
							Roof <input type="checkbox"/>																	
							Ceiling *Adeq. <input checked="" type="checkbox"/>																	
						Walls *Adeq. <input checked="" type="checkbox"/>																		
						Floor <input type="checkbox"/>																		
						None <input type="checkbox"/>																		
						Unknown <input type="checkbox"/>																		
						*Assumed Adeq.																		
DESCRIPTION OF IMPROVEMENTS	ROOMS																							
	Foyer		Living		Dining		Kitchen		Den		Family Rm.		Rec. Rm.		Bedrooms		# Baths		Laundry		Other		Area Sq. Ft.	
	Basement																						None	
	Level 1		Area		1		Area		1						3		2						1,303	
	Level 2																							
	Finished area above grade contains: 5 Rooms: 3 Bedroom(s): 2 Bath(s): 1,303 Square Feet of Gross Living Area																							
	INTERIOR Materials/Condition		HEATING None		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE: 2 Garage													
	Floors Carpet/Vinyl		Type Cent.		Refrigerator <input type="checkbox"/>		None <input type="checkbox"/>		Fireplace(s) # 0 <input type="checkbox"/>		None <input type="checkbox"/>		None <input type="checkbox"/>		None <input type="checkbox"/>		None <input type="checkbox"/>		None <input type="checkbox"/>		None <input type="checkbox"/>		None <input type="checkbox"/>	
	Walls Drywall		Fuel Elect.		Range/Oven <input checked="" type="checkbox"/>		Stairs <input checked="" type="checkbox"/>		Patio <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>	
	Trim/Finish Colonial		Condition Avg.		Disposal <input checked="" type="checkbox"/>		Drop Stair <input checked="" type="checkbox"/>		Deck <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>	
Bath Floor Vinyl		COOLING Adeq.		Dishwasher <input checked="" type="checkbox"/>		Scuttle <input type="checkbox"/>		Porch Scr/295sf <input checked="" type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		
Bath Wainscot Molded Fiberglass		Central Yes		Fan/Hood <input checked="" type="checkbox"/>		Floor <input type="checkbox"/>		Fence <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		
Doors Flush Hollow Core		Other Fans		Microwave <input type="checkbox"/>		Heated <input type="checkbox"/>		Pool <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		
All above in good condition		Condition Avg.		Washer/Dryer <input type="checkbox"/>		Finished <input type="checkbox"/>		Covered Entry/50sf <input checked="" type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		Attached <input type="checkbox"/>		
Additional features (special energy efficient items, etc.): Vaulted ceilings in living room, dining & kitchen; ceiling fans; vinyl flooring in kitchen, dining area & baths, berber carpet in other, window treatments; security system; colonial trim & sliding glass doors to 295sf pan roof screen porch.																								
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external inadequacies were noted. The improvements have been maintained in well above average condition relative to actual age. Interior was recently repainted.																								
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: No adverse environmental conditions were noted.																								

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 21672C

Location Section

ESTIMATED SITE VALUE	Unimproved site	= \$	62,000
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:			
Dwelling	1,303 Sq. Ft. @ \$ 63.00	= \$	82,089
Cov. Entry, 50 Sq. Ft. @ \$ 18.00	=		900
Screened Porch, 295sf @ \$21.00/sf	=		6,195
Garage/Carport 485 Sq. Ft. @ \$ 28.00	=		13,580
Total Estimated Cost New		= \$	102,764
Less	Physical	Functional	External
Depreciation	11,993		= \$ 11,993
Depreciated Value of Improvements		= \$	90,771
As-is Value of Site Improvements		= \$	15,700
INDICATED VALUE BY COST APPROACH		= \$	168,471

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): The Cost Approach considers area builder's costs as determined from completed appraisals in file. The land value estimate is supported by land sales in the general market area. See attached addendum.

Depreciation - Economic Age/Life Method
Estimated remaining economic life is 53 years.

The Cost Approach estimates Replacement Cost new not
Reproduction Cost new.

COST APPROACH

SALES COMPARISON ANALYSIS

CONCLUSION

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	27274 Imperial Oaks Circle 36-47-25-B2-01040.0000	11662 McKenna Avenue 36-47-25-B3-01200.1970	27005 Oliver Drive 36-47-25-B2-00600.0010	10325 Windley Key Terrace 26-47-25-B1-00800.0360
Proximity to Subject		0.55 mile southeast	0.44 mile northeast	1.74 miles northwest
Sales Price	\$ Not a Sale	\$ 145,000	\$ 169,500	\$ 162,000
Price/Gross Living Area	\$	\$ 141.74	\$ 129.69	\$ 114.49
Data and/or Verification Source	Inspection Lee County	ORB 4202 PG 3243 MLS/FARES/Lee County	ORB 4202 PG 1770 MLS/FARES/Lee County	ORB 4120 PG 3117 FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions		FHA \$142,800	Conventional \$157,700	Conv. \$129,600 + \$32,400
Date of Sale/Time		02/18/04	02/18/04	11/13/03
Location	Imperial Oaks	Imperial Gates	Aroyal Pines	Sandy Hollow
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	15,774sf +/-	6,600sf +7,000	11,125sf +2,000	7,790sf +6,000
View	Residential	Residential	Residential	Residential
Design and Appeal	Ranch	Ranch	Ranch	Ranch
Quality of Construction	Frame	CBS	CBS	CBS
Age	Eff=7, A=12	Eff=7, A=14	Eff=7, A=14	Eff=7, A=14
Condition	Above Average	Above Average	Above Average	Above Average
Above Grade	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths
Room Count	5 : 3 : 2	5 : 3 : 2	5 : 3 : 2	5 : 3 : 2
Gross Living Area	1,303 Sq. Ft.	1,023 Sq. Ft. +10,600	1,307 Sq. Ft.	1,415 Sq. Ft. -4,300
Basement & Finished Rooms Below Grade	None	None	None	None
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Central	Central	Central	Central
Energy Efficient Items	Adequate	Adequate	Adequate	Adequate
Garage/Carport	2 Garage	1 Garage +3,000	2 Garage	2 Garage
Porch, Patio, Deck, Fireplace(s), etc.	295sf Scr.Porch	200sf Scr.Porch +1,000	160sf Scr.Porch +1,400	192sf Scr.Porch +1,100
Fence, Pool, etc.	None	Fenced -1,000	Fenced -1,000	Fenced -1,000
Other Features	None	None	None	None
Net Adj. (total)		⊗ + ⊖ - \$ 20,600	⊗ + ⊖ - \$ 2,400	⊗ + ⊖ - \$ 1,800
Adjusted Sales Price of Comparable		\$ 165,600	\$ 171,900	\$ 163,800

Comments on Sales Comparison (Including the subject property's compatibility to the neighborhood, etc.): See the attached addendum for additional comments. Sale #3 over 1 mile distant is among the most recent of an adequately priced home noted in the market area.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No sale in past 12 months per Lee County	No sale in past 12 months prior to above per Lee County	No sale in past 12 months prior to above per Lee County	No sale in past 12 months prior to above per Lee County

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:
The subject property is not currently listed in the regional MLS.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 167,000

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

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

Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached special limiting conditions.

Final Reconciliation: Greatest weight is given to the Sales Comparison Analysis as it best reflects the actions of willing buyers & sellers. The Cost Approach is supportive. Because this area is typically owner occupied, there is insufficient data available for an Income Approach.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 8/93).

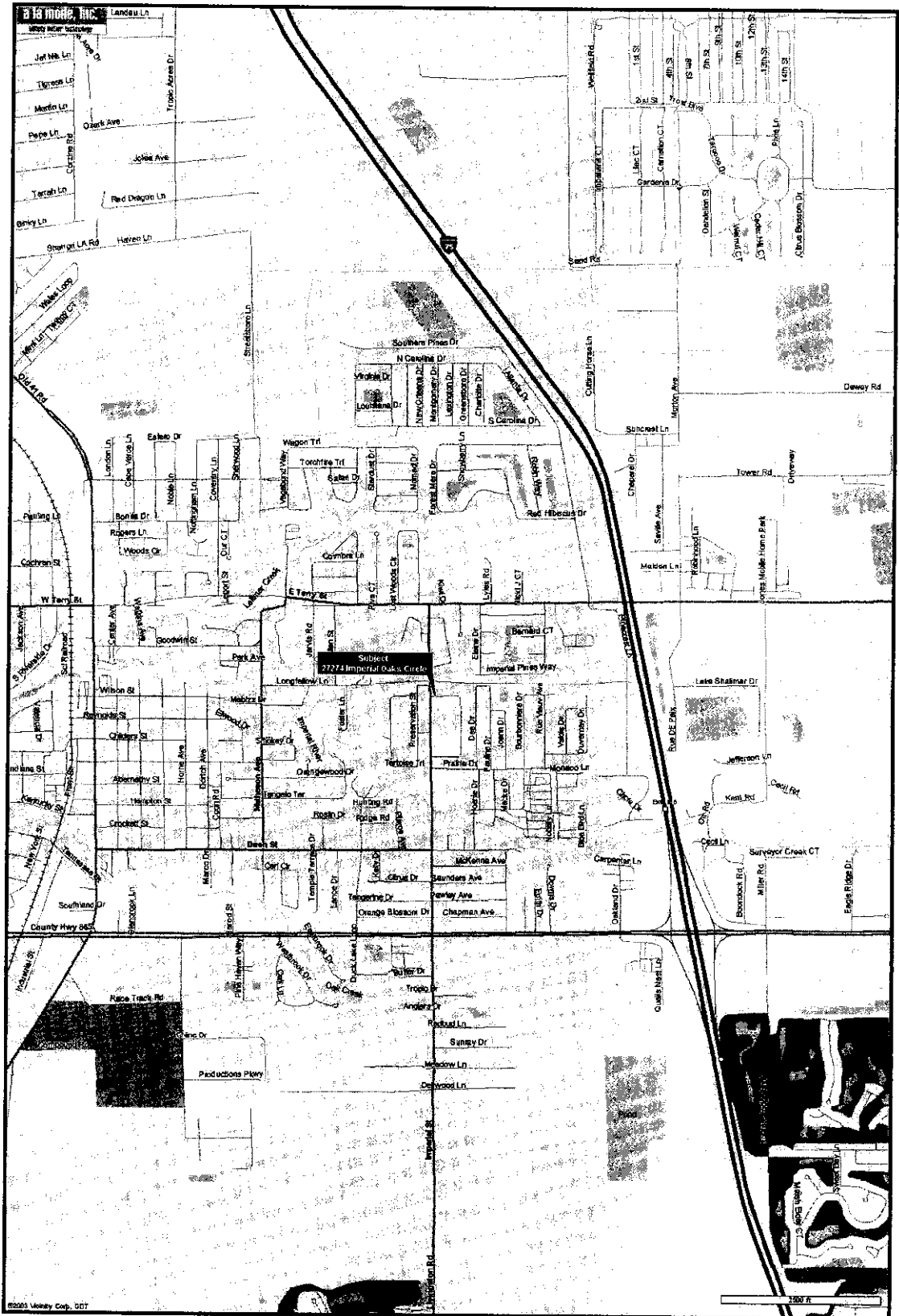
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF April 17, 2004 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 167,000

APPRAISER: Phil Benning, Associate
Signature: *Phil Benning*
Name: Phil Benning, Associate
Date Report Signed: April 28, 2004
State Certification #: 0001220 St. Cert. Res. REA State FL
Or State License # State

SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
Signature: *J. Lee Norris*
Name: J. Lee Norris, MAI, SRA Inspect Property
Date Report Signed: April 28, 2004
State Certification #: 0000643 St. Cert. Gen. REA State FL
Or State License # State

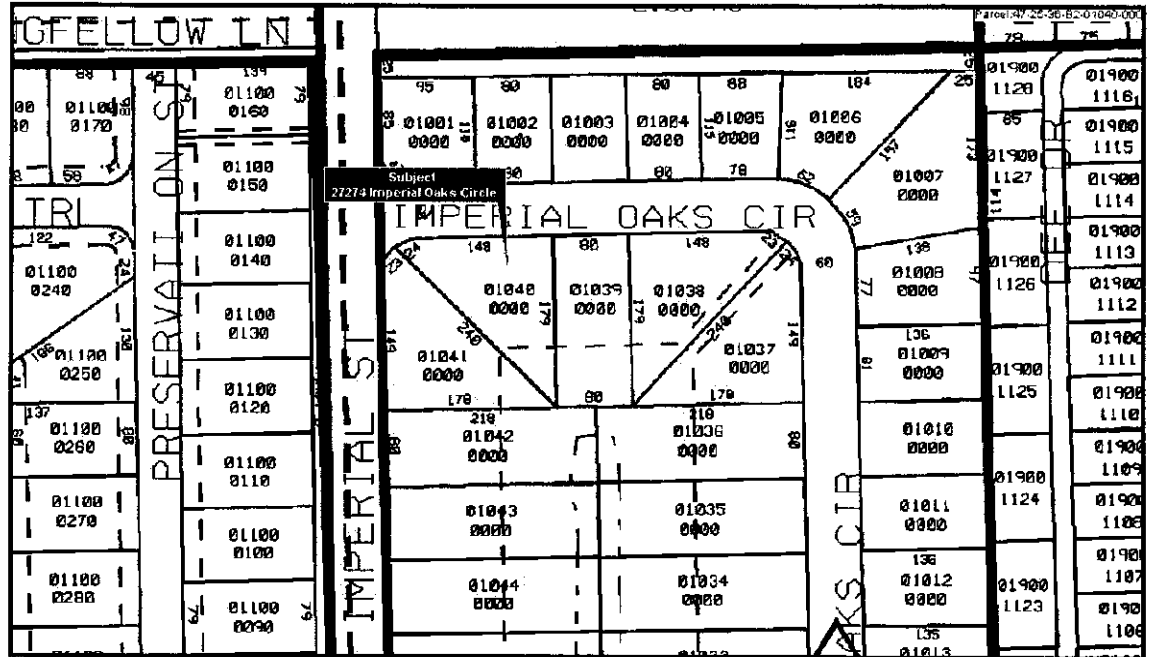
Location Map

Borrower/Client DELACRUZ, Juan M.+ Sandra L.			
Property Address 27274 Imperial Oaks Circle			
City Bonita Springs	County Lee	State FL	Zip Code 34135-6092
Lender Lee County - County Lands			



Plat Map

Borrower/Client DELACRUZ, Juan M.+ Sandra L.			
Property Address 27274 Imperial Oaks Circle			
City Bonita Springs	County Lee	State FL	Zip Code 34135-6092
Lender Lee County - County Lands			





RECEIVED
OCT 28 2004

COUNTY LANDS

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (239) 390-1000
FAX: (239) 390-1004
www.cityofbonitasprings.org

Jay Arend
Mayor

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
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

October 26, 2004

Mr. J. Keith Gomez
Property Acquisition Agent
Lee County
PO Box 398
Fort Myers, FL 33902

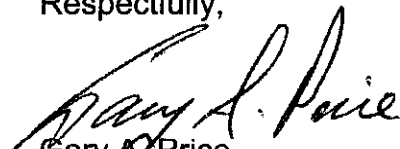
RE: Purchase Agreement – Imperial Street Widening
Project No. 4060
Parcel 331, Owners – Juan and Sandra Delacruz

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcel are reasonable and purchase is recommended by my office.

If you need further authorization, feel free to contact me.

Respectfully,


Gary A. Price
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

5-Year Sales History

Parcel No. 331

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS