

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

Blue Sheet No. 20050725

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 112 & 112-SDE, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$81,500; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested

4. Departmental Category: 6

C6C

5. Meeting Date: *6-14-05*

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute 125
 Ordinance
 Admin. Code
 Other BS20041560
 Resolution 05-01-10

8. Request Initiated:
 Commissioner _____
 Department Independent
 Division County Lands
 By: Karen L.W. Forsyth, Director *KLF*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Partial Fee-simple parcel and Slope & Drainage Easement from an improved, single-family residential property.

Property Details:

Owner: Bradley J. Wilkening
Address: 26883 Lost Woods Circle, Bonita Springs, 34135
STRAP No.: 25-47-25-B4-0040A.0170

Purchase Details:

Purchase Price: \$81,500
Costs to Close: \$1,500

The property owner was not originally interested in selling the fee and easement interests. However, through negotiations, he has now agreed to sell for \$81,500.

Appraisal Information:

Company: Carlson, Norris & Associates
Appraised Value: \$76,600

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value can be justified, considering the costs associated with condemnation proceedings are estimated to be \$4,000 - \$6,000, excluding value increases and attorney fees and costs. Staff recommends the Board approve the Action Requested.

Account: 20404330709.506110

Attachments: Purchase Agreement; Appraisal Data; Location Map; Recommendation of City of Bonita Springs; Title Data; 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
<i>K. Forsyth</i>			<i>PAO</i>	<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

Approved
 Deferred
 Denied
 Other

Rec. by CoAtty
Date: *6-2-05*
Time: *1:30 PM*
Forwarded To: *[Signature]*

RECEIVED BY COUNTY ADMIN: *[Signature]*
6-2-05
2:00
 COUNTY ADMIN FORWARDED TO: *[Signature]*
6-2-05
4:30 PM

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcels: 112 & 112-SDE/Wilkening
STRAP No.: 25-47-25-B4-0040A.0170

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

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 20__ by and between **BRADLEY J. WILKENING, a single person**, whose address is 26883 Lost Woods Circle, Bonita Springs, Florida 34135, Owner, hereinafter referred to as **SELLER**, 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 ±275.73 square feet, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope and drainage easement consisting of 2,111.93 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference; hereinafter collectively called "the Property." This property will be acquired for the Three Oaks Parkway South Extension Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price of the Property ("Purchase Price") will be Eighty-One Thousand Five Hundred and No/100 (\$81,500), payable at closing by County Warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

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

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

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

- (a) A statutory Warranty Deed, and a Slope and Drainage easement (the form of the easement is attached as Exhibit "X"), 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, if applicable;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) SELLER's attorney fees, and appraiser fees, if any.

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

- (a) Recording fee for deed and easement;
- (b) survey, (if desired by BUYER);
- (c) payment of subordination and/or partial release of

mortgage fees, if any;

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

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

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 15 days after notice, BUYER may elect to accept the Property in its existing condition 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 ninety (90) 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.

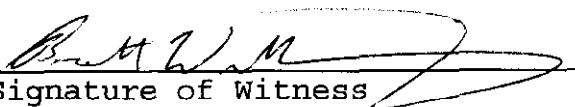
17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

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

WITNESSES:


Signature of Witness

Christopher Reed
Print Name of Witness


Signature of Witness

Brett Wilkening
Print Name of Witness

SELLER:

 5/20/05
BRADLEY J. WILKENING (DATE)

BUYER:

CHARLIE GREEN, CLERK

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)



October 20, 2004

THREE OAKS PARKWAY

PARCEL 112

**PART OF LOT 17, BLOCK A
WINTER HAVEN EAST
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel of land, being part of Lot 17, Block A, Winter Haven East, according to the plat thereof recorded in Plat Book 30, Pages 8 and 9, in the Public Records of Lee County, Florida, lying in Section 25, Township 47 South, Range 25 East, City of Bonita Springs, Lee County, Florida, being more particularly described as follows:

Beginning at the northeast corner of said lot run S 01° 04' 09" E along the east line of said lot for 86.50 feet to an intersection with a non-tangent curve; thence run northwesterly along the arc of said curve to the left, having radius of 5,939.00 feet (delta 00° 50' 14") (chord bearing N 05° 25' 21" W) (chord 86.78 feet) for 86.78 feet to an intersection with the north line of said lot; thence run N 89° 07' 33" E along said north line for 6.59 feet to the Point of Beginning.

Containing 275.73 square feet or 0.01 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the east line of the Southwest Quarter (SW-1/4) of Section 25, Township 47 South, Range 25 East to bear S 01° 04' 09" E.

Exhibit "A"

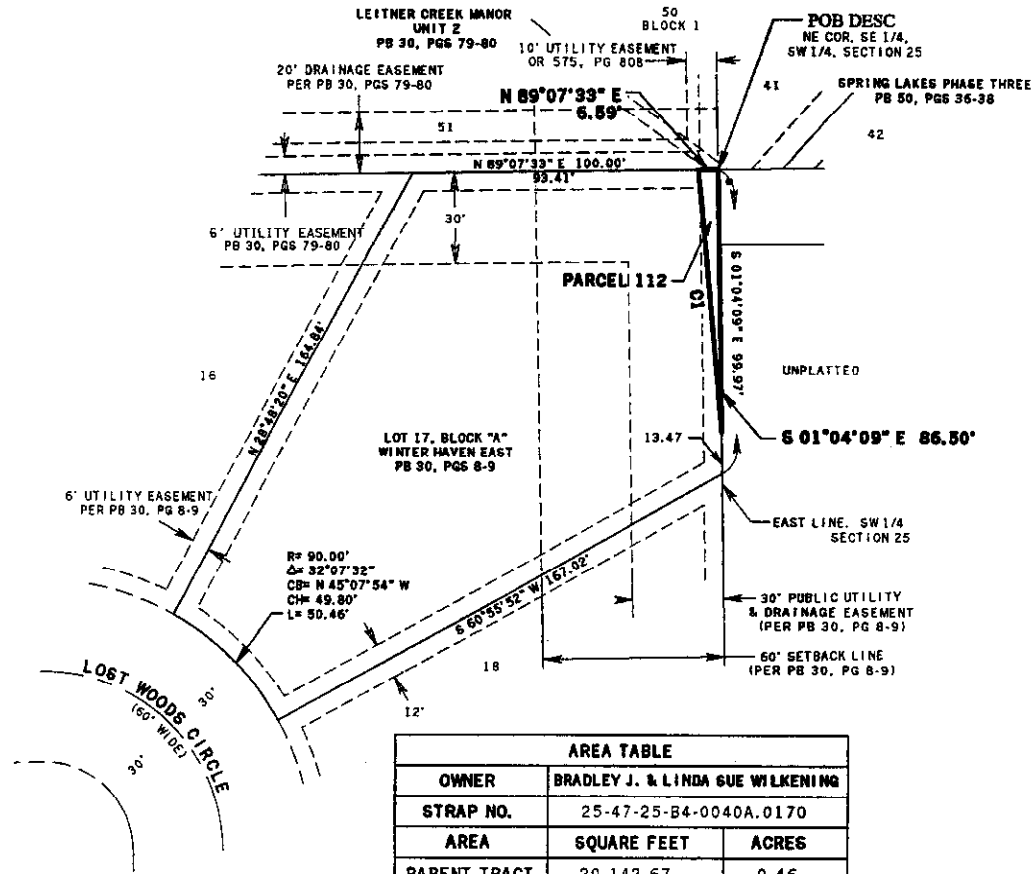
Page 1 of 2

20013033 Parcel 112 102004

NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 01°04'09" E.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC = DESCRIPTION.
6. R = RADIUS
7. Δ = DELTA ANGLE
8. CB = CHORD BEARING
9. CH = CHORD DISTANCE
10. L = ARC LENGTH
11. OR = OFFICIAL RECORD
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 276 SQUARE FEET (0.01 ACRES) MORE OR LESS.

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



C1
 R= 5939.00'
 Δ= 00°50'14"
 CB= N 05°25'21" W
 CH= 86.78'
 L= 86.78'

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM) LB 642
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247
 DATE SIGNED: 11/11/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.

AREA TABLE		
OWNER	BRADLEY J. & LINDA GUE WILKENING	
STRAP NO.	25-47-25-B4-0040A.0170	
AREA	SQUARE FEET	ACRES
PARENT TRACT	20,142.67	0.46
TAKEN AREA	275.73	0.01
REMAINDER	19,866.95	0.46

PARCEL IN
 SECTION 25, TOWNSHIP 47 SOUTH,
 RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA

PARCEL 112 - THREE OAKS PARKWAY

JOHNSON ENGINEERING

2158 JOHNSON STREET
 P.O. BOX 1530
 FORT MYERS, FLORIDA 33902-1530
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. *642 & L.B. *642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-13-04	20013033	25-47-25	1"=50'	1 OF 2



October 20, 2004

THREE OAKS PARKWAY

PARCEL 112-SDE

**PART OF LOT 17, BLOCK A
WINTER HAVEN EAST
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel of land, being part of Lot 17, Block A, Winter Haven East, according to the plat thereof recorded in Plat Book 30, Pages 8 and 9, in the Public Records of Lee County, Florida, lying in Section 25, Township 47 South, Range 25 East, City of Bonita Springs, Lee County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said lot run S 89° 07' 33" W along the north line of said lot for 6.59 feet to the Point of Beginning.

From said Point of Beginning, being an intersection with a non-tangent curve, run southeasterly along the arc of said curve to the right, having a radius of 5,939.00 feet (delta 00° 50' 14") (chord bearing S 05° 25' 21" E) (chord 86.78 feet) for 86.78 feet to an intersection with the east line of said lot; thence run S 01° 04' 09" E along said east line for 13.47 feet to the southeast corner of said lot; thence run S 60° 55' 52" W along the south line of said lot for 22.65 feet; thence departing said south line run N 01° 04' 09" W for 23.41 feet to an intersection with a non-tangent curve; thence run northwesterly along the arc of said curve to the left, having a radius of 5,919.00 feet (delta 00° 50' 50") (chord bearing N 05° 26' 03" W) (chord 87.54 feet) for 87.54 feet to an intersection with the north line of said lot; thence run N 89° 07' 33" E along said north line for 20.08 feet to the Point of Beginning.

Containing 2,111.93 square feet or 0.05 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the east line of the Southwest Quarter (SW-1/4) of Section 25, Township 47 South, Range 25 East to bear S 89° 07' 33" W.

Exhibit "B"

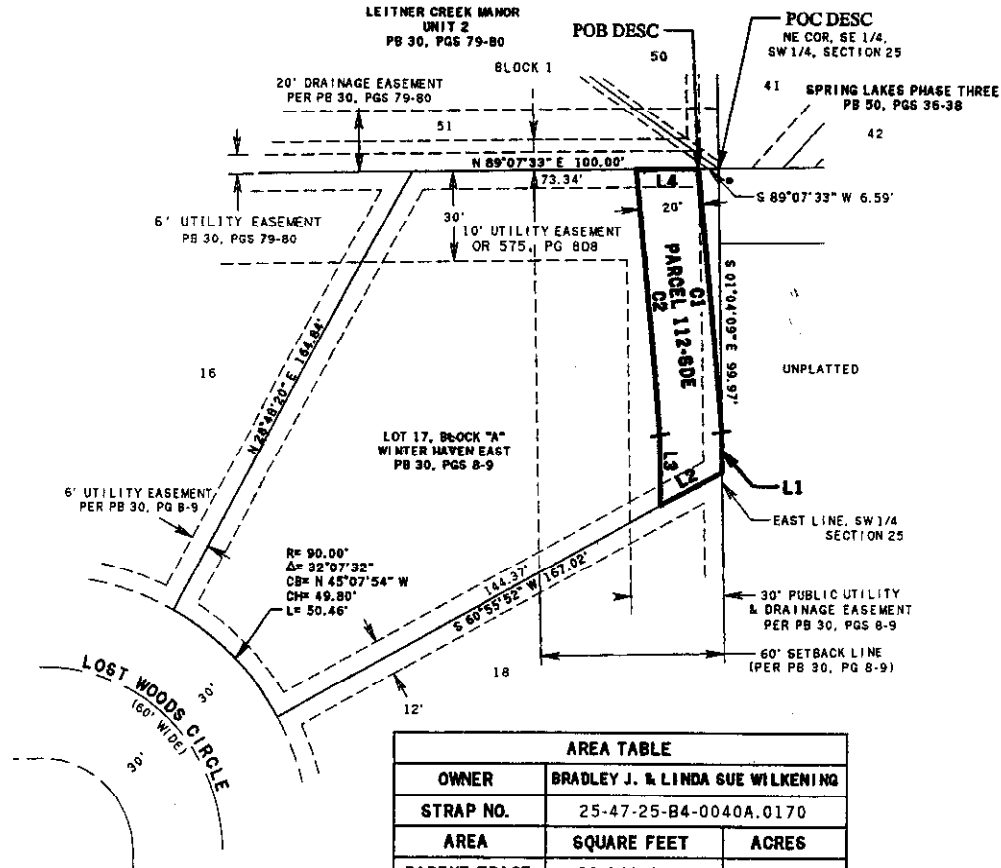
Page 1 of 2

20013033 Parcel 112-SDE 102004

NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 01°04'09" E.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC = DESCRIPTION.
6. R = RADIUS
7. Δ = DELTA ANGLE
8. CB = CHORD BEARING
9. CH = CHORD DISTANCE
10. L = ARC LENGTH
11. OR = OFFICIAL RECORD
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 2.112 SQUARE FEET (0.05 ACRES) MORE OR LESS.

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



L1= S 01°04'09" E 13.47'
 L2= S 60°55'52" W 22.65'
 L3= N 01°04'09" W 29.41'
 L4= N 89°07'33" E 20.08'

C1
 R= 5939.00'
 Δ= 00°50'14"
 CB= S 05°25'21" E
 CH= 86.78'
 L= 86.78'

C2
 R= 5919.00'
 Δ= 00°50'50"
 CB= N 05°26'03" W
 CH= 87.54'
 L= 87.54'

AREA TABLE		
OWNER	BRADLEY J. & LINDA SUE WILKENING	
STRAP NO.	25-47-25-B4-0040A.0170	
AREA	SQUARE FEET	ACRES
PARENT TRACT	20,142.67	0.46
TAKEN AREA	2,111.93	0.05

THIS IS NOT A SURVEY
Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM LB 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247
 DATE SIGNED: 11/11/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.

PARCEL IN
 SECTION 25, TOWNSHIP 47 SOUTH,
 RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA

**PARCEL 112SDE - THREE OAKS PARKWAY
 20 FOOT SLOPE & DRAINAGE EASEMENT**



2156 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. *642 & L.B. *642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-13-04	20013033	25-47-25	1"=50'	1 OF 2

Page 2 of 2

Exhibit "B"

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Exhibit "X"

Page 1 of 4

Parcel: 112/112-SDE/Wilkening
Project: Three Oaks Parkway South Extension/4043
STRAP No.: 25-47-25-B4-0040A.0170

SLOPE/RESTORATION AND DRAINAGE EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 20____, between BRADLEY J. WILKENING, a single person, whose address is 26883 Lost Woods Circle, Bonita Springs, Florida 34135, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a perpetual, non-exclusive slope/restoration and drainage easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope and drainage facilities on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway, and to maintain stormwater drainage within the Easement Parcel.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration, and drainage purposes are not limited to a particular type, style, material or design.
4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may install fencing and plant foliage within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

Slope/Restoration Easement
Project: Three Oaks Pkwy South/4043
Page 2 of 2

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

[Signature]
1st Witness Signature

ROBERT WANAMAKER
Printed name of 1st Witness

[Signature]
2nd Witness Signature

Joseph Keith Gomez
Printed name of 2nd Witness

As to Grantor:

[Signature] 5/20/05
BRADLEY J. WILKENING Date

STATE OF Fla

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 20th day of May, 2005, by Bradley J. Wilkening. He is are personally known to me or has produced Fla. Driver License / 25-0 as identification.
(type of identification)

(Seal)



Joseph Keith Gomez
Commission # DD305652
Expires: March 31, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
(Signature of Notary Public)
Joseph Keith Gomez
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

October 20, 2004

Page 3 of 4

THREE OAKS PARKWAY

PARCEL 112-SDE

**PART OF LOT 17, BLOCK A
WINTER HAVEN EAST
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel of land, being part of Lot 17, Block A, Winter Haven East, according to the plat thereof recorded in Plat Book 30, Pages 8 and 9, in the Public Records of Lee County, Florida, lying in Section 25, Township 47 South, Range 25 East, City of Bonita Springs, Lee County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said lot run S 89° 07' 33" W along the north line of said lot for 6.59 feet to the Point of Beginning.

From said Point of Beginning, being an intersection with a non-tangent curve, run southeasterly along the arc of said curve to the right, having a radius of 5,939.00 feet (delta 00° 50' 14") (chord bearing S 05° 25' 21" E) (chord 86.78 feet) for 86.78 feet to an intersection with the east line of said lot; thence run S 01° 04' 09" E along said east line for 13.47 feet to the southeast corner of said lot; thence run S 60° 55' 52" W along the south line of said lot for 22.65 feet; thence departing said south line run N 01° 04' 09" W for 23.41 feet to an intersection with a non-tangent curve; thence run northwesterly along the arc of said curve to the left, having a radius of 5,919.00 feet (delta 00° 50' 50") (chord bearing N 05° 26' 03" W) (chord 87.54 feet) for 87.54 feet to an intersection with the north line of said lot; thence run N 89° 07' 33" E along said north line for 20.08 feet to the Point of Beginning.

Containing 2,111.93 square feet or 0.05 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the east line of the Southwest Quarter (SW-1/4) of Section 25, Township 47 South, Range 25 East to bear S 89° 07' 33" W.

Exhibit "A"

Page 1 of 2

20013033 Parcel 112-SDE 102004

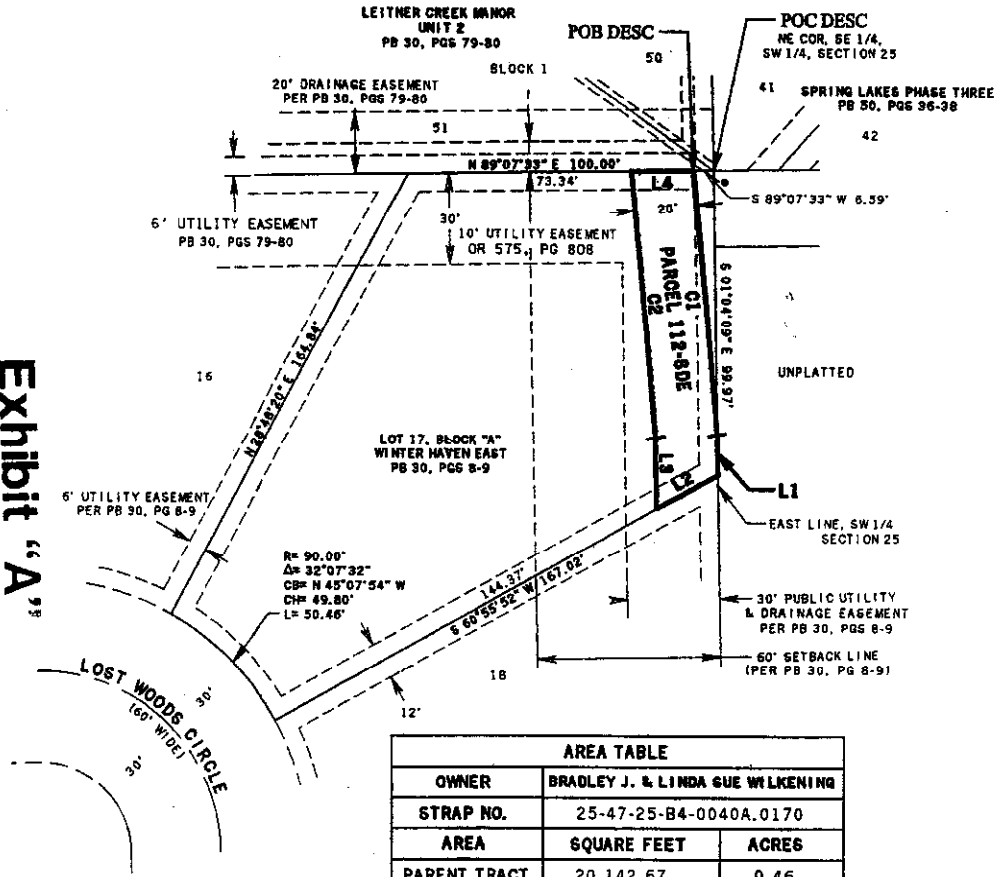
NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 01°04'09" E.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC = DESCRIPTION.
6. R = RADIUS
7. Δ = DELTA ANGLE
8. CB = CHORD BEARING
9. CH = CHORD DISTANCE
10. L = ARC LENGTH
11. OR = OFFICIAL RECORD
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 2,112 SQUARE FEET (0.05 ACRES) MORE OR LESS.

Page 2 of 2

Exhibit "A"

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



L1= S 01°04'09" E 19.47'
 L2= S 60°55'52" W 22.65'
 L3= N 01°04'09" W 23.41'
 L4= N 89°07'33" E 20.08'

C1
 R= 5989.00'
 Δ= 00°50'14"
 CB= S 05°28'21" E
 CH= 86.78'
 L= 86.78'

C2
 R= 5919.00'
 Δ= 00°50'50"
 CB= N 05°26'03" W
 CH= 87.54'
 L= 87.54'

AREA TABLE		
OWNER	BRADLEY J. & LINDA GUE WILKENING	
STRAP NO.	25-47-25-B4-0040A.0170	
AREA	SQUARE FEET	ACRES
PARENT TRACT	20,142.67	0.46
TAKEN AREA	2,111.93	0.05

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247
 DATE SIGNED: 11/11/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.

PARCEL IN
 SECTION 25, TOWNSHIP 47 SOUTH,
 RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA

**PARCEL 112SDE - THREE OAKS PARKWAY
 20 FOOT SLOPE & DRAINAGE EASEMENT**



2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
10-13-04	20013033	25-47-25	1"=50'	1 OF 2

Exhibit "X"
 Page 4 of 4

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

STA #5, Project 4043

File No. 05-16-10

Property Address 26883 Lost Woods Circle City Bonita Springs State FL Zip Code 34135-5366

Legal Description Lot 17, Blk A, Winter Haven East, PB 30, PG 8 Parcel No. 112+112SDE** County Lee

Assessor's Parcel No. 25-47-25-B4-0040A.0170 Tax Year 2004 R.E. Taxes \$ 2,212.82 Special Assessments \$ \$197/Yr

Borrower WILKENING, Bradley J. Current Owner Bradley J. Wilkening Occupant: Owner Tenant Vacant

Market rights appraised Fee Simple Leasehold PUD Condominium (HUD/VA only) HOA \$ N/A /Mo.

Neighborhood or Project Name Winter Haven East Map Reference 25-47-25 Census Tract 0504.00

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

Location Urban Suburban Rural Predominant occupancy Owner Tenant Vacant (0-5%) Vac. (over 5%)

Single family housing PRICE \$ (000) AGE (yrs) Present land use % Land use change

Belt up Over 75% 25-75% Under 25% 150 Low New One family 100 Not likely Likely

Growth rate Rapid Stable Slow 500+ High 50 Multi-family In process

Property values Increasing Stable Declining Vacant (0-5%) Vac. (over 5%) Commercial To: **Three Oaks Parkway**

Demand/supply Shortage In balance Over supply Vacant (0-5%) Vac. (over 5%) 200-350+ 15-20 Vacant 0 **Extension Project**

Marketing time Under 3 mos. 3-6 mos. Over 6 mos.

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), Bonita Beach Road (S).

Maturely developed with predominately single family and manufactured homes.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):

The area consists of average-good quality homes that are adequately maintained and that have average-good appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Increasing employment and property values are prevalent.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time - such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):

Market conditions are active with increasing property values. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Demand exceeds the supply of active listings, with typical marketing times of 1-3 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent. Market conditions are expected to remain active into the near future.

Project information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No N/A

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 50.46' x 167.02' x 99.97' x 100' x 164.84' per survey provided Topography Level

Site area 20,143 SF Corner Lot Yes No Size Larger than Typical

Specific zoning classification and description RS-1 Residential Single Family Shape Irregular Polygon

Zoning compliance Legal Legal nonconforming (Grandfathered use) Illegal No zoning Drainage Appears Adequate

Highest & best use as improved: Present use Other use (explain) View Residential

Utilities Public Other Off-site Improvements Type Public Private Landscaping Typical

Electricity Street Asphalt paved Driveway Surface Concrete

Gas Curb/gutter None Apparent easements 30' PU & DE North & East

Water Sidewalk None FEMA Special Flood Hazard Area Yes No

Sanitary sewer Available/Septic Street lights Pole lights FEMA Zone X500 Map Date 7/20/1998

Storm sewer Alley None FEMA Map No. 1251240510D

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions observed per site survey provided. The site is a larger than typical building site. Site improvements: Fill/prep/sod/landscaping \$5,500, concrete driveway-\$2,000, chain link fence-\$1,500, impact fee \$3,200, central water/septic \$4,500.

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units One	Foundation Concrete Slab	Slab Concrete	Area Sq. Ft. None	Roof <input type="checkbox"/>
No. of Stories One	Exterior Walls Frame/Stucco	Crawl Space None	% Finished N/A	Ceiling *Adeq. <input checked="" type="checkbox"/>
Type (Det./Att.) Detached	Roof Surface Comp.Shingle	Basement None	Ceiling N/A	Walls *Adeq. <input checked="" type="checkbox"/>
Design (Style) Ranch	Gutters & Dwnspts. Aluminum	Sump Pump None	Walls N/A	Floor <input type="checkbox"/>
Existing/Proposed Existing	Window Type Aluminum	Dampness N/A	Floor N/A	None <input type="checkbox"/>
Age (Yrs.) 11/1994	Storm/Screens No/Yes	Settlement N/A	Outside Entry N/A	Unknown <input type="checkbox"/>
Effective Age (Yrs.) 8 years	Manufactured House No	Infestation N/A		*Assumed Adeq.

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												None
Level 1	Area	1	1	1				4	3			1,580
Level 2												

Finished area above grade contains: 7 Rooms; 4 Bedroom(s); 3 Bath(s); 1,580 Square Feet of Gross Living Area

INTERIOR	MATERIALS/CONDITION	HEATING	ADEQ.	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE: 2 Garage
Floors	Carpet/Tile/Stone	Type	FWA	Refrigerator	None	Fireplace(s) # 0	None <input type="checkbox"/>
Walls	Drywall	Fuel	Elec.	Range/Oven	Stairs	Patio	Garage # of cars
Trim/Finish	Colonial	Condition	Avg.	Disposal	Drop Stair	Deck Wood/274sf	Attached 2 Cars
Bath Floor	Tile/Stone	COOLING	Adeq.	Dishwasher	Scuttle	Porch VinylEncl/188sf	Detached
Bath Wainscot	Tile/Fiberglass	Central	Yes	Fan/Hood	Floor	Fence Chain Link	Built-in
Doors	Raised Panel	Other	Fans	Microwave	Heated	Pool	Carport
All in above average condition	Condition	Avg.	Washer/Dryer	Finished	Scr.Cov.Entry, 33sf	Driveway	2 Cars

Additional features (special energy efficient items, etc.): Cathedral ceiling great room, security system, new, custom wood kitchen cabinets, mica counters, tile floors in kitchen, dining room, baths, cultured marble vanity tops/sinks, 3 carpeted bedrooms, 1 bedroom & bath with **

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of above average quality, and have been maintained in above average condition relative to actual age.

stone floors, 188sf vinyl paneled enclosed porch, 274sf wood deck, 482sf concrete basketball court with floodlight, and a fenced yard.

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

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 05-16-10

Comments on Cost Approach (such as source of cost estimate, site value, square foot calculation and for HUD, VA and FHA, the estimated remaining economic life of the property). See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals.

ESTIMATED SITE VALUE	Unimproved site	121,000
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:		
Dwelling	1,580 sq. ft. @ \$ 88.00 =	135,880
Sc. Gov. Entry, 33 sq. ft. @ \$ 22.00 =		726
Total Options - See Attached		10,008
Garage/Carport 447 sq. ft. @ \$ 38.00 =		16,986
Total Estimated Cost New		163,600
Less		
Physical	20,139	
Functional		
External		
Depreciation		20,139
Depreciated Value of Improvements		143,461
*As-Is Value of Site Improvements		16,700
Estimated remaining economic life = 57 years		281,161

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	26883 Lost Woods Circle	27411 Tortoise Trail	27198 Elaine Drive	26942 Lost Woods Circle
Address	25-47-25-B4-0040A.0170	36-47-25-B1-01100.0360	36-47-25-B2-00700.0020	25-47-25-B4-0040B.0120
Proximity to Subject	0.70 miles	0.70 miles	0.42 miles	0.07 miles
Sales Price	Not a Sale	\$ 277,000	\$ 245,000	\$ 255,000
Price/Gross Living Area	\$ 139.62/sq. ft.	\$ 175.76/sq. ft.	\$ 158.58/sq. ft.	
Data and/or Verification Source	Inspection	Public Records	MLSA/FAR/SLS/Lee County	MLSA/FAR/SLS/Lee County
Value Adjustments	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales of Financing	Conventional	Conventional	PMM-Private	Conventional
Concessions	\$221,600	\$245,000	\$229,500	\$229,500
Date of Sale/Time	03/18/05	04/20/05	01/11/05	01/11/05
Location	Winter Haven E.	The Preserve	Imperial Pines	Winter Haven E.
Leasehold/Free Simple	Fee	Fee	Fee	Fee
Site	20,143sf	15,455sf	11,036sf	10,800sf
View	Residential	Residential	Residential	Residential
Design and Appeal	Ranch	Ranch	Ranch	Ranch
Quality of Construction	Frame/Good	Frame/Good	Frame/Good	Frame/Good
Age	Eff=8, A=11	Eff=8, A=11	Eff=10, A=18	Eff=4, A=4
Condition	Above Average	Above Average	Inferior	Superior
Above Grade	Total Bldms, Baths	Total Bldms, Baths	Total Bldms, Baths	Total Bldms, Baths
Room Count	7 4 3	5 3 2	6 3 2	6 3 2
Gross Living Area	1,580 sq. ft.	1,984 sq. ft.	1,394 sq. ft.	1,808 sq. ft.
Basement & Finished	None	N/A	N/A	None
Rooms Below Grade	None	None	None	None
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	Central/Central	Central/Central	Central/Central	Central/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	2 Garage	2 Garage	1 Garage	2 Garage
Screened Porch, Deck, Fireplace(s), etc.	188sf Encl. Porch	297sf Scr. Porch	280sf Scr. Porch	174sf Scr. Porch
Fence, Pool, etc.	None	None	None	None
Other Features	274sf Wood Deck	67sf Deck	None	None
Net Adj. (Total)	+700	-1,000	+700	+700
Adjusted Sales Price	\$ 40,000	\$ 6,300	\$ 51,100	\$ 40,000
of Comparable				

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.):
 See attached comments. Adjustments exceeded recommended parameters in some instances due primarily to the differences in livable and site areas. However, the adjustments appear to be market-supported and do not adversely affect the final value estimate.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	08/02, \$165,000	No prior sale noted	No prior sale noted	No prior sale noted
Source for prior sales	per Lee County	OR 3705/0312	other than above in past 36 months	other than above in past 36 months
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 listed in the regional MLS.			

INDICATED VALUE BY SALES COMPARISON APPROACH

INDICATED VALUE BY COST APPROACH

*As-Is Value of Site Improvements

Estimated remaining economic life = 57 years

Depreciated Value of Improvements

Depreciation

Physical

Functional

External

Total Estimated Cost New

Less

Physical

Functional

External

Depreciation

Depreciated Value of Improvements

*As-Is Value of Site Improvements

Estimated remaining economic life = 57 years

Depreciated Value of Improvements

Depreciation

Physical

Functional

External

Total Estimated Cost New

Less

Physical

Functional

External

Depreciation

Depreciated Value of Improvements

*As-Is Value of Site Improvements

Estimated remaining economic life = 57 years

INDICATED VALUE BY INCOME APPROACH (if Applicable)

Estimated Market Rent \$ N/A

M/R x Gross Rent Multiplier = \$ 281,000

APPRASER: Phil Benning, Associate
 Signature: *[Signature]*
 Name: J. Lee Norris, MAI, SRA
 SUPERVISORY APPRAISER (ONE-YEAR REQUIRED): J. Lee Norris, MAI, SRA
 Signature: *[Signature]*
 Name: J. Lee Norris, MAI, SRA
 Date Report Signed: May 9, 2005
 State: FL
 State License #: 0000643 St. Cert. Gen. REA
 State: FL
 State License #: 0000643 St. Cert. Gen. REA
 Date Report Signed: May 9, 2005
 State: FL
 State License #: 0000643 St. Cert. Gen. REA

Supplemental Addendum

File No. 05-16-10

File No. 05-16-10

Borrower/Client WILKENING, Bradley J.			
Property Address 26883 Lost Woods Circle			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5366
Lender Lee County - County Lands			

PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of this appraisal is to estimate the total compensation due the property owner. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision in the acquisition of a fee simple interest in a take of a 276sf strip of land (Parcel 112), and for a 2,112sf slope/drainage easement (Parcel 112SIDE) next to the proposed right of way on the east frontage of the parent tract described as Lot 17, Block A, Winter Haven East.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with the USPAP of the Appraisal Foundation. Data sources typically include observation, public records, First American Real Estate Services, Sunshine MLS, Realtors, other professionals, appraiser's files, builder's contracts, and cost estimating services (Marshall and Swift).

A thorough search is conducted for comparable properties within an appropriate market area and time frames. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion of the value estimate. Limiting conditions are described in the attached addenda.

USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

SUMMARY APPRAISAL REPORT

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

COMMENTS ON THE MARKET AREA

The subject is located in Winter Haven East, a development of single family homes in Bonita Springs. Winter Haven East has good proximity to area facilities in Bonita Springs. Improvements in the subject development exhibit a wide range of single family home sizes, style, age and quality.

COMMENTS ON THE LAND VALUE ESTIMATE

Since Winter Haven East and the surrounding area is maturely developed, there are limited land sales in support of the site value estimate. Included for reference are the following:

- Parcel# 34-47-25-B3-02000.0010, 113x140, as closed on 04/22/05 for \$125,000 per American Heritage Title (\$7.90/sf)
- Parcel# 36-47-25-B3-01200.1540, 50x132, as recorded 04/20/05 for \$ 79,000 per OR 4873/1271 (\$11.97/sf)
- Parcel# 25-47-25-B4-0040A.0070, 80x137, as recorded 03/29/05 for \$105,000 per OR 4544/2787 (\$9.58/sf)
- Parcel# 36-47-25-B1-00002.0090, 100x130, as recorded 01/25/05 for \$ 90,000 per OR 4566/2467 (\$6.92/sf)

COMMENTS ON THE COST APPROACH AND OPTIONS INCLUDED

Vinyl enclosed porch, 188sf @ \$28.00/sf	\$ 5,264 ✓
Wood deck, 274sf @ \$5.00/sf	\$ 1,370 ✓
Concrete basketball ct.w/floodlight, 482@ \$7.00/sf	\$ 3,374 ✓
Total Options	\$10,008 ✓

COMMENTS ON DATE OF SALE TIME ADJUSTMENTS

Home prices in the Lee County real estate market increased by an average of 23 percent from 2003 to 2004. While we cannot predict when the growth rate will temper, we find it necessary to make historical adjustments for the growth that has occurred over the previous 12 months whenever a comparable sale is older than 30 days. 24% annualized simple interest (2% per month) is currently used when time adjustments are made.

SALES COMPARISON ANALYSIS

Age/condition and quality adjustments are based on observable data, and on comments provided by Realtors familiar with the sales utilized. The adjustments reflect market reaction to the differences.

All sales were on smaller lots and lacked a 3rd bath. All lacked the subject's basketball court. Sales #1 and #4 lacked fences. Sales #3 and #4 required upward time adjustments to reflect current values in a highly active market of escalating property values.

Sale #1 was a larger home with a larger screened porch partially offset by the subject's smaller, but more appealing vinyl paneled enclosed porch. Included was a larger deck.

Sale #2 was an older, smaller home with a less appealing 1 car garage and a larger screened porch.

Sale #3 was a newer, adequately similar home with a smaller screened porch.

Sale #4 was a somewhat larger home with a less appealing covered porch. Included was a more appealing 364sf screen roof patio relative to the subject's smaller wood deck.

Supplemental Addendum

File No. 05-16-10

File No. 05-16-10

Borrower/Client WILKENING, Bradley J.			
Property Address 26883 Lost Woods Circle			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5366
Lender Lee County - County Lands			

After adjustments, sales indicate a range of value from \$270,700 to \$296,100. Greatest emphasis is placed on Sales #1 and #2 which are the most recent. Sales #3 and #4 are supportive.

ANALYSIS OF REMAINDER INTEREST IN EASEMENTS-PARCELS 112 & 112 SDE AND PART TAKEN

Parcel 112 is a fee take area for proposed road right of way. Parcel 112 SDE is a slope/drainage easement and is adjacent to the proposed road right of way. The fee take area is approximately 276 square feet. The slope/drainage easement will contain approximately 2,112 square feet. The easement will be used to create a slope from the proposed final road grade to the adjoining property. The easement area will be 20 feet wide and utilized for fill and grass, and some drainage retention. The fee and easement areas will render the improved parent tract less usable to the property owner due to the reduced land area and locational obsolescence created by the close proximity of the proposed road.

The impact of the slope/drainage easement area on the fee simple ownership of the full "bundle of rights" is measured at 25%. In addition, the remainder parcel will be located adjacent to a major traffic arterial. This close proximity creates damages to the remainder for which the property owner must be compensated. The loss in value is measured at 25% and is applied to land as well as improvements. For this particular property there are two trees and a concrete basketball court which must be removed. The cost to cure is measured and included in the total compensation due the owner.

Based upon this analysis the total compensation due the property owner as of the effective date of the appraisal, April 9, 2005, is \$76,600.

SUMMARY OF ANALYSIS

Market Value of Fee Simple Interest in Parent Parcel (Land Value)	x	20,143 sf \$6.00 per sf	
		\$120,858	\$121,000
Depreciated value of improvements		\$143,461	\$143,000
Site improvements contribution		<u>\$ 16,700</u>	<u>\$ 16,700</u>
Market Value in Fee Simple		\$281,019	\$280,700
Market Value "as is" in Fee Simple Rounded			<u>\$281,000</u>
Less: Remainder			
Land Portion (unencumbered)			
17,755sf x \$6.00/sf = \$106,530 x .75 (1)			\$ 79,898
Land Portion (encumbered)			
2,112sf x \$6.00/sf = \$ 12,672 x .75 (2) x (.75) (1)			\$ 7,128
Improvements			
\$160,000 - \$3,500 (3) x .75 (1)			<u>\$117,375</u>
Value of Part Taken			<u>\$ 76,599</u>
Total Compensation due the Property Owner			<u>\$ 76,600</u>
(1) 1 - .25 (Locational Obsolescence)	=	.75	
(2) 1 - .25 (Impact of slope & drainage easement)	=	.75	
(3) Basketball court/light \$2,600, trees \$1,000			

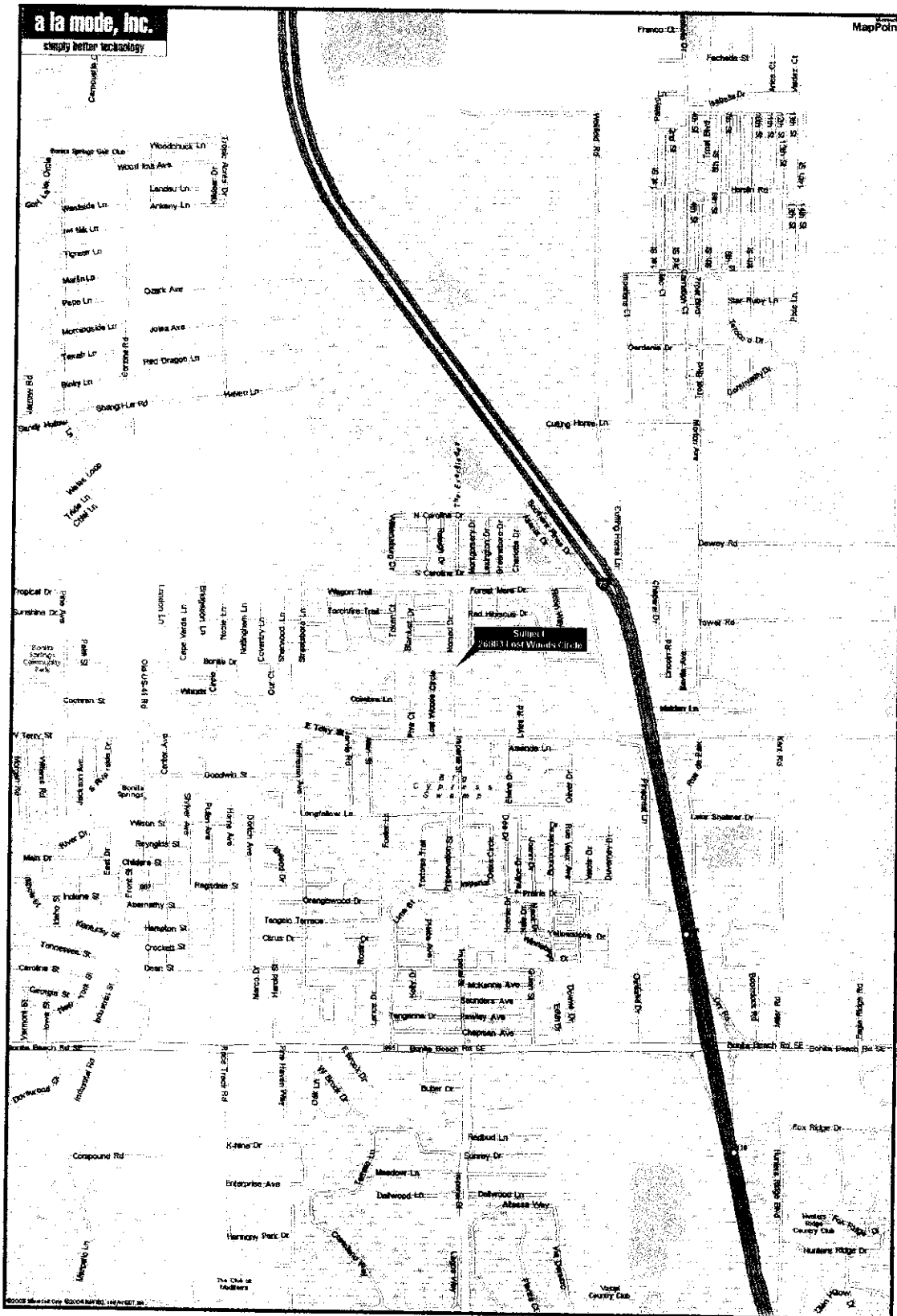
The above analysis indicates the market value in fee simple for the subject property as of April 9, 2005 was \$281,000. The total compensation due the property owner as of April 9, 2005 including 276 square feet of the fee area, 2,112 square feet of the slope and drainage easement, damages to the remainder, as well as a basketball court and trees was \$76,600.

Phil Benning
 Phil Benning, Associate
 St. Cert. Res. REA
 #0001220

J. Lee Norris
 J. Lee Norris, MAI, SRA
 St. Cert. Gen. REA
 #0000643

Location Map

Borrower/Client WILKENING, Bradley J.			
Property Address 26883 Last Woods Circle			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5366
Lender Lee County - County Lands			





RECEIVED
MAY 25 2005
COUNTY LANDS

May 20, 2005

*City of
Bonita Springs*

9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135
TEL: (239) 949-6262
FAX: (239) 949-6239
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
Tel. (239) 949-6238

Audrey E. Vance
City Attorney
Tel. (239) 949-6254

City Clerk/Treasurer
Tel: (239) 949-6250

Public Works
Tel: (239) 949-6246

Code Enforcement
Tel: (239) 949-6257

Parks & Recreation
Tel: (239) 992-2556

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

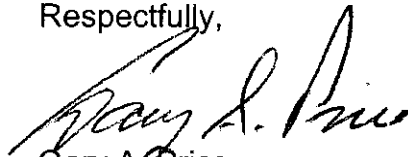
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 112 & 112SDE/Wilkening

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

Division of County Lands**Ownership and Easement Search**

Search No. 25-47-25-B4-0040A.0170

Date: January 19, 2005

Parcel: 112 & 112 SDE

Project: Three Oaks Pkwy South Extension,
Project #4043To: J. Keith Gomez
Property Acquisition AgentFrom: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 25-47-25-B4-0040A.1070

Effective Date: December 15, 2004, at 5:00 p.m.

Subject Property: Lot 17, in Block A, Winter Haven East, recorded in Plat Book 30, Page 8, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Bradley J. Wilkening

By that certain instrument dated March 31, 2004, recorded April 20, 2004, in Official Record Book 4263, Page 4752, Public Records of Lee County, Florida.

Easements:

1. Subject to a 30 foot Public Utility and Drainage Easement along the Northerly and Easterly lines of the property, as set forth on the plat "Winter Haven East," recorded in Plat Book 30, Page 8, Public Records of Lee County, Florida.
2. Subject to a 60 foot rear setback line as set forth on the plat "Winter Haven East," recorded in Plat Book 30, Page 8, Public Records of Lee County, Florida.
3. Subject to the reservation of a six foot Public Utility Easement along the boundary lines of all homesites and building sites, as set forth on the plat "Winter Haven East," recorded in Plat Book 30, Page 8, Public Records of Lee County, Florida.

Notes:

1. Subject to a mortgage in the sum of \$151,600.00 between Bradley J. Wilkening (mortgagor) and Mortgage Electronic Registration Systems, Inc. (mortgagee) recorded in Official Record Book 4363, Page 4754, Public Records of Lee County, Florida.
2. Subject to a mortgage in the sum of \$20,000.00 (maximum sum), between Bradley J. Wilkening (mortgagor) and AmSouth Bank (mortgagee), recorded in Official Record Book 4407 Page 2129, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 25-47-25-B4-0040A.0170

Date: January 19, 2005

Parcel: 112 & 112 SDE

Project: Three Oaks Pkwy South Extension,
Project #4043

3. Subject to Lee County Ordinance No. 86-14 relating 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: \$2,124.31 paid on November 22, 2004, 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.

5-Year Sales History

Parcel No. 112 & 112SDE

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Joseph & Rebecca Blasucci	Bradley J. Wilkening and Linda Sue Wilkening	\$165,000	8/13/02	Y*

*The referenced sale represents the conveyance of the entire parent parcel with improvements.