

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

Blue Sheet No. 20050808

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 338, Imperial Street Widening Project No. 4060, in the amount of \$336,000 (inclusive of attorney and appraiser fees); 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

CLD

5. Meeting Date:

06-28-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute 125
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

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

9. Background:

Negotiated for: Lee County Department of Transportation

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

Property Details:

Owner: L. Ferne Haines, Trustee of that certain Declaration of Trust dated May 20, 1992
Address: 27027 Imperial Street, Bonita Springs
STRAP No.: 36-47-25-B2-00006.001B

Purchase Details:

Purchase Price: \$336,000 (inclusive of moving allowance, attorney and appraiser fees)
Costs to Close: Approximately \$4,000

The property owners originally required \$340,000, plus attorney fees of \$14,850 and appraiser fees of \$2,750, for the property. However, through negotiations, they have agreed to accept \$336,000, inclusive of moving allowance, attorney and appraiser fees.

Appraisal Information:

Company: Carlson, Norris and Associates, Inc.
Appraised Value: \$295,000 as of September 26, 2004

Staff Recommendation: Staff is of the opinion that the purchase price increase of 14 % above the appraised value (inclusive of moving allowance, attorney and appraiser fees) can be justified as the appraisal date is nine months ago, the real estate market values in this geographic area are increasing approximately 2% per month, and considering the costs associated with condemnation proceedings estimated to be between \$4,000-\$7,000, **excluding** land value increases, and attorney fees and costs.

Account: 20406063000.506110

Attachments: Purchase Agreement; Title Data; Appraisal (Location Map Included); Letter from City of Bonita Springs; 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
					Analyst	Risk	Grants	Mgr.
<i>K. Forsyth</i>				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 6-13-05
 11:00
 COUNTY CLERK: *[Signature]*
 6/14/05
 10:00

Rec. by COUNTY
 Date: 6-13-05
 Time: 2:15
 Forwarded To:

This document prepared by
Division of County Lands
Project: Imperial Street Widening, No. 4060
Parcel: 338
STRAP No.: 36-47-25-B2-00006.001B

**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 2 day of February , 200 , by and between L. Ferne Haines, Trustee of that certain Declaration of Trust dated May 20, 1992, hereinafter referred to as SELLER, whose address is 27027 Imperial Street, 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 84,177 square feet, more or less, and located at 27027 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 Three Hundred Twenty-Three Thousand Seven Hundred Fifty-Nine and 40/100 (\$323,759.40), 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:

- (a) provide 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) pay utility services up to, but not including the date of closing;
- (c) pay taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) pay release of mortgage 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);
- (d) SELLER'S attorney fees of \$9,490.60;
- (e) SELLER's appraiser fees of \$2,750.00.

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:

Sue M. Berry

SELLER:

L. Ferne Haines
L. Ferne Haines, Trustee (DATE)
of that certain Trust dated May 20, 1992

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

Page 1 of 2

BUYER: Lee County

SELLER: L. Feme Haines, Trustee, of that certain Declaration of Trust dated May 20, 1992

PARCEL NO. 338

1. 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 (September 28, 2004).
2. The purchase price of \$323,759.40 is inclusive of any moving allowance.
3. The Seller will remove all personal property from within the proposed right-of-way upon 30 days written notice from Buyer sent via certified mail, but in no event prior to 30 days after closing.
4. The Seller acknowledges that construction may begin within the proposed right-of-way prior to vacating the premises. If construction begins prior to Seller vacating premises, Buyer will provide Seller temporary ingress and egress driveway access to the residence.
5. The Seller will be allowed to remain in the premises subsequent to closing for a period not to exceed six months from closing subject to Special Conditions Item Nos. 6 through 16. Seller will vacate the premises and remove all personal property on or before six months from closing.
6. At closing, a security deposit of \$5,000 shall be held in an interest bearing escrow account until such time as the Seller vacates the premises. Buyer's authorized agent will inspect the house and all other real property and improvements subsequent to Seller vacating premises. Removal of any fixtures(s) by Seller may cause a reduction in the security deposit.
7. The premises will be used and occupied by Seller exclusively as a private single-family residence. The premises may not be used for the purpose of carrying on any business, profession, or trade of any kind, or for purposes other than as a private single-family residence.
8. Seller will bear the full cost of water service used by the Seller and will also bear the cost for trash pick-up, use of electricity, telephone services, and any other services to the space occupied.
9. The Seller will provide for interior maintenance and repairs, including repairs or replacement of interior equipment as may be necessary due to normal usage. The Seller will keep the interior of the premises in as good a state of repair as good as it is at the time of the closing, reasonable wear and tear and unavoidable casualties excepted.
10. The Seller will maintain and keep in repair the exterior of the premises and will be responsible for the replacement or repair of windows or other exterior elements needing replacement or repair.
11. Seller will pay the insurance premiums on the premises. Buyer is not liable to carry fire insurance on the premises or property of the Seller. The Buyer is not liable for injury, loss, damages or theft to the person or property or fixtures belonging to the Seller located on the property. All property that may be on the premises will be at the sole risk of the Seller.
12. If the premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Buyer may repair the damage at its own cost and expense but nothing contained herein requires Buyer to do so.

SPECIAL CONDITIONS

Page 2 of 2

13. Seller will indemnify and save the Buyer harmless from all claims or demands, including an allowance for reasonable attorney's fee incurred by Buyer in the defense thereof, for injuries to person or damage to property arising out of Seller's negligent use of the premises asserted by or on behalf of the Seller, Seller's employees, agent, invitee, or any other person and from any and all injury or damage done by any of them to the premises. The Buyer will be liable for claims or demands arising out of the Seller's negligent acts or those of its employees or agents, but only to the extent allowed by Florida Statutes 768.28.

14. The Seller must purchase and maintain Premises Liability Insurance protecting his interest as tenant of the premises with insurers approved by the County Risk Management Department. This policy must provide minimum limits of \$300,000 Combined Single Limit of Bodily Injury and Property Damage. The Lessee will provide evidence to the County Risk Management Department in the form of a properly executed certificate of insurance, demonstrating a minimum of thirty (30) days advance written notice of cancellation or adverse material change.

The Seller agrees that this insurance requirement does not limit liability. Buyer does not represent that the insurance required is sufficient or adequate to protect the Seller's interests or liabilities, but are merely minimums.

The Seller must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The Seller agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage as excess.

15. Seller may not keep or have on the premises articles of dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous or extra hazardous by any responsible insurance company.

16. All terms set forth in the Special Conditions will survive the closing of this transaction.

WITNESSES:

Charlie Green

1 1 05

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

L. Fern Haines
L. Fern Haines, Trustee (DATE)
of that certain Trust dated May 20, 1992

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

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

EXHIBIT "A"

Project: Imperial Street Widening, No. 4060

Parcel: 338

STRAP No.: 36-47-25-B2-00006.001B

Commencing at the Southwest corner of the northwest quarter of the northwest quarter of the northeast quarter of Section 36, Township 47 South, Range 25 East, Lee County, Florida; thence north along the west line of the northeast quarter of Section 36 for 395.69 feet to the point of beginning of the lands herein described; thence continue north 263.69 feet to the north quarter corner of Section 36; thence south 89 degrees, 52' east 330.87 feet; thence south 0 degrees, 01' 30" west 264.06 feet; thence north 89 degrees, 48' 30" west 330.70 feet to the point of beginning.

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 3rd day of June, 2005, 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:

L. Ferne Haines, Trustee of that certain Declaration of Trust dated May 20, 1992
27027 Imperial Street
Bonita Springs, Florida 34135

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. T. Harry Haines 27027 Imperial St. Bonita Springs Fl. 34135
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:

Sue McBirney
Witness Signature

Sue McBirney
Printed Name

Mlink
Witness Signature

Melanie Bontk
Printed Name

L. Ferne Haines
Signature of Affiant

L. Ferne Haines
Printed Name

Affidavit of Interest in Real Property
Project: Imperial Street Widening, Project No. 4060
STRAP No.: 36-47-25-B2-00006.001B
Parcel: 338

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 3rd day of June, 2005, by

L. Ferne Haines

(name of person acknowledged)



Melanie Ronk
My Commission DD173023
Expires December 22, 2006

Melanie Ronk

(Notary Signature)

Melanie Ronk

(Print, type or stamp name)

X Personally known
OR Produced Identification
Type of Identification

EXHIBIT "A"

Project: Imperial Street Widening, No. 4060

Parcel: 338

STRAP No.: 36-47-25-B2-00006.001B

Commencing at the Southwest corner of the northwest quarter of the northwest quarter of the northeast quarter of Section 36, Township 47 South, Range 25 East, Lee County, Florida; thence north along the west line of the northeast quarter of Section 36 for 395.69 feet to the point of beginning of the lands herein described; thence continue north 263.69 feet to the north quarter corner of Section 36; thence south 89 degrees, 52' east 330.87 feet; thence south 0 degrees, 01' 30" west 264.06 feet; thence north 89 degrees, 48' 30" west 330.70 feet to the point of beginning.

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

Search No. 36-47-25-B3-00015.2010

Date: June 2, 2005

Parcel: 338

Project: Imperial Street Widening, Project #4060

To: Teresa L. Mann SRWA
Property Acquisition AgentFrom: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 36-47-25-B3-00015.2010

Effective Date: May 5, 2005, at 5:00 p.m.**Subject Property:** See Attached Schedule.

Title to the subject property is vested in the following:

L. Ferne Haines, Trustee, of that certain Declaration of Trust dated May 20, 1992.By that certain instrument dated September 17, 1992, recorded September 23, 1992, in Official Record Book 2328 Page 3980, Public Records of Lee County, Florida.**Easements: 1): Subject to a Right of Way Agreement granting the Bonita Springs Water System an easement for right of way over the North 30 feet of the NW ¼ of the NW ¼ of the NE ¼ of Section 36, Township 47 South, Range 25 East, recorded in Official Record Book 826 Page 661, Public Records of Lee County, Florida.****2): Subject to a Roadway and Utility Easement reserved over the West 30 feet of the NW ¼ of the NW ¼ of the NE ¼ of Section 36, Township 47 South, Range 25 East, established by a recital in a deed, recorded in Official Record Book 1394 Page 1409, Public Records of Lee County, Florida.****Note 1): Subject to a Mortgage (Home Equity) in the sum of \$50,000.00, between L. Ferne Haines, Trustee, (mortgagor) and Colonial Bank (mortgagee), recorded in Official Record Book 3855 Page 4767, which was later Modified by Agreement recorded in Official Record Book 4510 Page 2122, Public Records of Lee County, Florida.****Note 2): 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: \$2,785.18 paid on 11-30-04 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.**

Commencing at the Southwest corner of the Northwest quarter of the Northwest quarter of the Northeast quarter of Section 36, Township 47 South, Range 25 East, Lee County, Florida; thence North along the West line of the NE. 1/4, Section 36, 395.69 feet to the Point of Beginning of the lands herein described; thence continue North 263.69 feet to the N 1/4 corner, Section 36; thence S 89° 52' E 330.87'; thence S 0° 01' 30" W 264.06 feet; thence N 89° 48' 30" W 330.70 feet to the Point of Beginning, The Westerly 30 feet being reserved for road right-of-way and the Northerly 30 feet subject to road right-of-way and utility easement.

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

STA#18, Project 4060

Property Address 27027 Imperial Street City Bonita Springs State FL File No. 219790
Legal Description Parl in NW1/4 of NW1/4 of NE1/4 desc in OR 1394 PG 1409 County Lee Zip Code 34135-5830

Borrower HAINES, L. Ferne Current Owner L. Ferne Haines Tr. Tax Year 2003 R.E. Taxes \$ 2,969.77 Special Assessments \$ 0.00
Property rights appraised Fee Simple Leasehold Project Type PUD Condominium (HUD/VA only) HOA \$ N/A /Mo.

Neighborhood or Project Name Bonita Springs Map Reference 36-47-25 Census Tract 0505.00
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
Built up Over 75% 25-75% Under 25%
Growth rate Rapid Stable Slow
Property values Increasing Stable Declining
Demand/supply Shortage In balance Over supply
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: Bounded by E.Terry Street to the north, I-75 east, Bus. US 41 west & Bonita Beach Road south.

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 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.

Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)?
Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A

Dimensions 264.06' x 318.78'
Site area 84,177

Specific zoning classification and description RS-1, Residential Single Family
Zoning compliance Legal
Highest & best use as improved: Present use
Utilities Public
Electricity Street
Gas Curb/gutter
Water Septic
Sanitary sewer Pole
Storm sewer Alley

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.):
conditions were noted. Site improvements: Fill/landscaping/sod \$6,000; water/septic \$4,500; well/sprinklers \$1,500, large circular concrete driveway \$6,500, impact fees \$3,200.

Table with columns: GENERAL DESCRIPTION, EXTERIOR DESCRIPTION, FOUNDATION, BASEMENT, INSULATION. Rows include No. of Units, No. of Stories, Type, Design, Existing/Proposed, Age, Effective Age, etc.

Table with columns: ROOMS, Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other, Area Sq. Ft. Rows include Level 1, Level 2.

Table with columns: INTERIOR, HEATING, KITCHEN EQUIP., ATTIC, AMENITIES, CAR STORAGE. Rows include Floors, Walls, Bath Floor, Bath Wainscot, Doors, etc.

Additional features (special energy efficient items, etc.): Vaulted ceilings in family room/dining area and living room; fireplace; security system; ceiling fans; tile flooring in kitchen, baths & living-dining area; storm panel inserts; window treatments; and 331sf screened porch under truss.
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. Ceramic tile flooring is reportedly 1 year old. Dimensional shingles and 18 SEER heat pump HVAC system are reportedly 6 years old. The 924sf detached garage/workshop is above average quality.

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.

Valuation Section

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 219790

ESTIMATED SITE VALUE Unimproved site = \$ 127,000		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.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 1,814 Sq. Ft. @ \$ 70.00 = \$ 126,980		
Cov. Entry, 27 Sq. Ft. @ \$ 22.00 = 594		
Total Options - See Attached = 38,350		
Garage/Carport 608 Sq. Ft. @ \$ 28.00 = 17,024		
Total Estimated Cost New = 182,948		
Less Depreciation 39,407 = \$ 39,407	Depreciation - Economic Age/Life Method	
Depreciated Value of Improvements = \$ 143,541	Estimated remaining economic life is 51 years.	
"As-is" Value of Site Improvements = \$ 21,700	The Cost Approach estimates Replacement Cost new not	
INDICATED VALUE BY COST APPROACH = \$ 292,241	Reproduction Cost new.	

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	27027 Imperial Street 36-47-25-B2-00007.0000	27101 Pinetrail Court 36-47-25-B2-00800.0080	26807 Spanish Gardens Drive 25-47-25-B4-00504.0130	11468 Terry Street E. 36-47-25-B1-00006.0090
Proximity to Subject		0.09 mile southeast	0.33 mile northwest	0.11 mile west
Sales Price	\$ Not a Sale	\$ 290,000	\$ 265,000	\$ 375,000
Price/Gross Living Area	\$ 139.09	\$ 120.73	\$ 167.04	\$ 375,000
Data and/or Verification Source	Inspection Lee County	ORB 4401 PG 0975 MLS/FARES/Lee County	ORB 4311 PG 4571 MLS/FARES/Lee County	ORB 4247 PG 3225 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +/- \$ Adjust.	DESCRIPTION +/- \$ Adjust.	DESCRIPTION +/- \$ Adjust.
Concessions		Conventional \$261,000	Conventional \$235,000	Conventional \$300,000
Date of Sale/Time		08/19/04	05/26/04	04/06/04
Location	County Unrec.	Pinewood Estates	Spanish Gardens	County Unrec.
Leasehold/Fee Simple	Fee	Fee	-5,000	County Unrec.
Site	1.93 acres	.30 acre	.21 acre	2.92 acres
View	Residential	Residential	+62,400	Residential
Design and Appeal	Ranch	Ranch		Ranch
Quality of Construction	CB/Brick Face	CBS/Similar		2 Story
Age	Eff=14, A=21	Eff=6, A=8	-3,600	Frame/Vinyl
Condition	Above Average	Superior	-15,300	Eff=3, A=3
Above Grade	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths
Room Count	6 : 3 : 2	9 : 5 : 2	8 : 3 : 2	8 : 3 : 2
Gross Living Area	1,814 Sq. Ft.	2,085 Sq. Ft.	2,195 Sq. Ft.	2,245 Sq. Ft.
Basement & Finished Rooms Below Grade	None	None	+1,000	None
Functional Utility	Average	Average	+1,000	1/2 Bath
Heating/Cooling	Central	Central		Average
Energy Efficient Items	Adequate	Adequate		Central
Garage/Carport	2 Garage	2 Garage		Adequate
Porch, Patio, Deck, Fireplace(s), etc.	331sf Scr.Porch	480sf Cov.Porch	-1,600	1 Carport
Fence, Pool, etc.	Fireplace	None	+1,700	1565sf Scr.Porchs
Other Features	None	Pool/Deck/Cage	+1,500	None
Net Adj. (total)	None	+15,000	None	None
Adjusted Sales Price of Comparable		\$ 20,300	\$ 24,900	\$ 99,800
		\$ 310,300	\$ 289,900	\$ 275,200

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): **See the attached addendum for additional comments. Sale #4 over 1 mile distant is among the most recent of an adequately priced home on acreage in the market area. Gross adjustments exceeded recommended parameters in some instances due to the lack of recent sales on adequately similar size lots. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.**

INDICATED VALUE BY SALES COMPARISON APPROACH	
INDICATED VALUE BY INCOME APPROACH (if Applicable)	Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ 295,000
This appraisal is made <input checked="" type="checkbox"/> "as is" <input type="checkbox"/> subject to the repairs, alterations, inspections or conditions listed below <input type="checkbox"/> 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 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 295,000 September 26, 2004

APPRaiser: Phil Benning, Associate
Signature: *Phil Benning*
Name: Phil Benning, Associate
Date Report Signed: November 2, 2004
State Certification #: 0001220 St. Cert. Res. REA
Or State License #

SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
Signature: *J. Lee Norris*
Name: J. Lee Norris, MAI, SRA
Date Report Signed: November 2, 2004
State Certification #: 0000643 St. Cert. Gen. REA
Or State License #

UNIFORM RESIDENTIAL APPRAISAL REPORT MARKET DATA ANALYSIS

HAINES, L. Ferne
Parcel No. 338

File No. 219790
Project No. 4060

These recent sales of properties are most similar and proximate to subject and have been considered 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 the 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	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Address	27027 Imperial Street 36-47-25-B2-00007.0000	25357 Luci Drive 22-47-25-B2-00200.6820		
Proximity to Subject		2.56 miles northwest		
Sales Price	\$ Not a Sale	\$ 297,000		
Price/Gross Living Area	\$ 0	\$ 116.06		
Data and/or Verification Sources	Inspection Lee County	ORB 4460 PG 2090 MLS/FARES/Lee County		
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions		Conventional		
Date of Sale/Time		\$263,200		
Location	County Unrec.	10/08/04		
Leasehold/Fee Simple	Fee	San Carlos Ests		
Site	1.93 acres	Fee		
View	Residential	1.25 acres	+24,700	
Design and Appeal	Ranch	Residential		
Quality of Construction	CB/Brick Face	2 Story		
Age	Eff=14, A=21	Frame/Vinyl/Infer	+3,800	
Condition	Above Average	Eff=10, A=10	-5,500	
Above Grade		Superior	-5,500	
Room Count	Total Bdrms: Baths 6 : 3 : 2	Total Bdrms: Baths 9 : 4 : 2		Total Bdrms: Baths
Gross Living Area	1,814 Sq. Ft.	2,559 Sq. Ft.	-34,300	Sq. Ft.
Basement & Finished Rooms Below Grade	None	None		Sq. Ft.
Functional Utility	1/2 Bath	None	+1,000	0
Heating/Cooling	Average	Average		
Energy Efficient Items	Central	Central		
Garage/Carport	Adequate	Adequate		
Porch, Patio, Deck, Fireplace(s), etc.	2 Garage	2 Garage		
Fence, Pool, etc.	331sf Scr.Porch Fireplace	225sf Scr.Porch Fireplace	+1,200	
Other Features	None	None		
Net Adj. (total)	924sf Det. Wkshp	None	+15,000	
Adjusted Sales Price of Comparable			200	
Date, Price and Data Source for prior sales within year of appraisal	No sale in past 36 months per Lee County	No sale in past 36 months prior to above per Lee County	\$ 297,200	\$

SALES COMPARISON ANALYSIS

COMMENTS

Comments: Due to the limited comparability of Sale #3 resulting from the older recording date, Sale #4 is provided for additional market support. Although Sale #4 was recorded after the effective date of this report, the sale was posted as "closed" on 9/23/04.



*City of
Bonita Springs*

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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

May 23, 2005

Ms. Teresa L. Mann
Property Acquisition Agent
Lee County
PO Box 398
Fort Myers, FL 33902

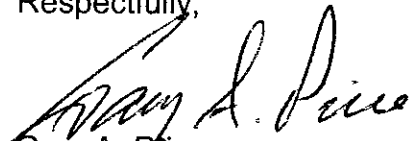
RE: Purchase Agreement – Imperial Street Widening Project
Project No. 4060
Parcel 338, L. Ferne Haines

Dear Ms. Mann:

The agreed upon purchase conditions for the aforementioned entire parcel are reasonable and purchase is recommended by my office. Is there any chance to trade for a part of Thomson lot next door? Please talk to him.

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

Respectfully,


Gary A. Price
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

RECEIVED
MAY 25 2005
COUNTY LANDS

5-Year Sales History

Parcel No. 338

Imperial Street Widening
Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS