

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

**Blue Sheet No. 20051194**

**1. ACTION REQUESTED/PURPOSE:**

Authorize: 1) approval of Agreement for Purchase and Sale of Real Estate in Lieu of Condemnation Proceedings for acquisition of Parcel 306, Imperial Street Widening Project No. 4060, in the amount of \$216,000 plus Seller's attorney fees and expert fees; 2) Chairman, on behalf of the Board, to sign the Purchase Agreement; 3) payment of costs and fees to close; and 4) Division of County Lands to handle and accept all documentation necessary to complete this transaction and grant time extension to close, if necessary.

**2. WHAT ACTION ACCOMPLISHES:** Allows the County to proceed with the project without resorting to eminent domain regarding this parcel.

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

**4. Departmental Category:** 6 **C6E** **5. Meeting Date:** **09-06-2005**

<b>6. Agenda:</b>	<b>7. Requirement/Purpose: (specify)</b>	<b>8. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute 73 & 125	<b>Commissioner</b> _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance _____	<b>Department</b> Independent
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code _____	<b>Division</b> County Lands
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other 20041697	<b>By:</b> Karen L.W. Forsyth, Director <i>KLF</i>
<input type="checkbox"/> Walk-On		

**9. Background:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee Interest in house and Lot

**Property Details:**

**Owner:** Daniel J. Mayfield Jr. and Deanna C. Mayfield, husband and wife  
**Site Address:** 27901 Imperial Street. Bonita Springs, FL 34135  
**STRAP No.:** 36-47-25-B3-01200.1340

**Purchase Details:**

**Purchase Price:** \$216,000  
**Costs to Close:** Approximately \$19,050 including Seller's attorney and expert fees of \$17,715.  
 The purchase price is the amount Seller's attorney offered in response to our binding offer tendered on 2/25/05 and is supported by the appraisal completed for the Sellers as of 3/24/05.

**Appraisal Information:**

**Company:** For County, Carlson Norris & Associates, Inc.; For owner, Allied Appraisers & Consultants  
**Appraised Value:** Salient Appraisal data attached.

**Staff Recommendation:** Staff recommends the Board approve the action requested.

**Account:** 20406063000.506110

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

**Attachments:** Purchase Agreement, County and Owner Appraisals, In-House Title Search, Sales History, City of Bonita Springs Approval, Location map

**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>SAD</i>	<i>X</i>	Analyst	Risk	Grants	Mgr.	<i>11/5/05</i>
					<i>8/24/05</i>	<i>8/24/05</i>	<i>8/24/05</i>	<i>8/25/05</i>	

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN  
 8-24-05  
 COUNTY ADMIN FORWARDED TO: *JK*  
 8/25/05

RECEIVED BY CO. ATTY.  
 8/25/05  
 CO. ATTY. FORWARDED TO:

This document prepared by  
Lee County Division of County Lands  
Project: Imperial Street Widening Project No. 4060  
Parcel: 306  
STRAP No.: 36-47-25-B3-01200.1340

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 Daniel J. Mayfield, Jr. and Deanna C. Mayfield, husband and wife, hereinafter referred to as SELLER, whose address is 27901 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 .24 acres more or less, and located at 27901 Imperial Street, Bonita Springs, Florida 34135 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called Athe Property.@ This property is being acquired for the Imperial Street Widening Project No. 4060, hereinafter called Athe 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("Purchase Price") will be Two Hundred Sixteen Thousand and no/100 (\$216,000.00), plus attorneys fees, expert witness fees and costs 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 or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:**

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

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER);
- (c) SELLER'S attorneys fees of \$15,015.00;
- (d) SELLER'S expert fees of \$2,835.00.



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.

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 or legal access is found to be defective, BUYER will notify SELLER in writing of the defects. BUYER may elect to accept the Property in its existing condition 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 such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/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 or BUYER may terminate this Agreement without obligation.

**11. ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that to the best of SELLER'S knowledge 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.

8/14/04  
11/16  
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 ~~90~~ 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:

[Signature]

[Signature]

[Signature]

[Signature]

SELLER:

Daniel J. Mayfield Jr 8-13-05  
Daniel J. Mayfield, Jr. (DATE)

Deanna C. Mayfield 8-13-05  
Deanna C. Mayfield (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

195570.1.104439.0001

SPECIAL CONDITIONS

BUYER: Lee County  
SELLER: Daniel J. Mayfield, Jr. and Deanna C. Mayfield  
PARCEL NO. 306  
PROJECT: Imperial Street Widening Project No. 4060

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.

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

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

SELLER agrees not to request to be connected to central sewer. In the event Bonita Springs Utilities insists on connecting subject property to central sewer, BUYER agrees to pay principal portion of the connection fee or assessment in addition to the Purchase Price.

WITNESSES:

[Signature]  
[Signature]  
[Signature]  
[Signature]

Daniel J. Mayfield Jr 8-13-05  
Daniel J. Mayfield, Jr. (DATE)

Deanna C. Mayfield 8-13-05  
Deanna C. Mayfield (DATE)

CHARLIE GREEN, CLERK

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

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)



# James R. Coleman & Associates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2  
Fort Myers, Florida 33919

Phone (239) 433-2070  
Fax (239) 433-5126

## Exhibit "A"

### LEGAL DESCRIPTION

Parcel 306

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, being a portion of Lot 134 of Imperial Gate (an unrecorded subdivision), more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, Lee County, Florida, thence N.00°56'51"W. along the west line of said southeast quarter for 525.06 feet to an intersection with the center line of Pawley Avenue, and the westerly extension of the south line of the aforementioned Lot 134; thence N.88°45'12" E. along said south line for 19.84 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right of Way maps thereof on file with the Lee County Division of Transportation, and the point of beginning of the herein described parcel of land; Thence continue N.88°45'12"E. along said south line for 126.04 feet to an intersection with the east line of said Lot 134; thence N.00°58'24"W. along said east line for 82.00 feet to an intersection with the north line of said Lot 134; thence S.88°45'16"W. along said north line for 126.61 feet to an intersection with the aforementioned maintained right of way line; thence along said maintained right of way line for the following described two (2) courses; (1) S.01°41'02"E. for 59.09 feet; (2) thence S.00°32'46"E. for 22.91 feet to the point of beginning.

James R. Coleman & Associates, Inc.  
Certificate of Authorization Number LB0005983



Date: 3/10/2002

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

JRCAPCL306

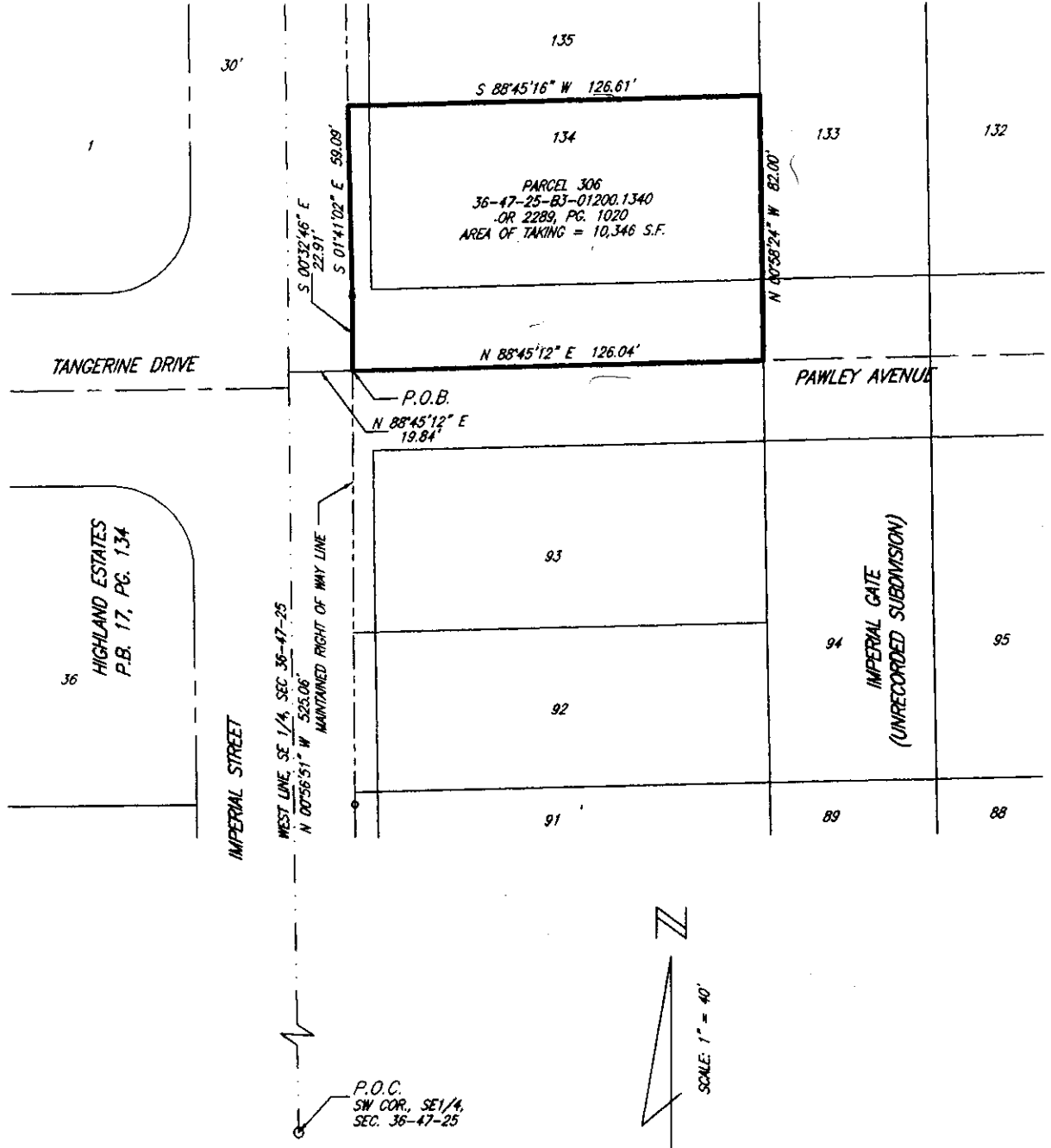


James R. Coleman & Associates, Inc.

Land Surveying Consultants  
6638 Presidential Court, Unit 2  
Fort Myers, Florida 33919  
Phone: (239) 433-2070

DATE	JOB NO.	DRAWING NO.
DECEMBER, 2002	308456	PG. 306

# Exhibit "A"



### SKETCH TO ACCOMPANY LEGAL DESCRIPTION

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HERewith AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83 ADJUSTMENT).

JAMES R. COLEMAN & ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER LB0005983

JAMES R. COLEMAN  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NUMBER 3205

DATE: 3/2008

**Division of County Lands**

**Title Search**

Search No. 36-47-25-B3-01200.1340  
Date: May 13, 2005  
Parcel: 306  
Project: Imperial Street Widening  
Project 4060

To: Michael J. O'Hare, SRWA  
Property Acquisition Agent

From: Kenneth Pitt *K Pitt*  
Title Examiner

STRAP: 36-47-25-B3-01200.1340

Effective Date: ~~April 13, 2005.~~ *7/23/2005 Sub Nothing new of record*

**Subject Property:** See Attached Schedule.

Title to the subject property is vested in the following:

**Daniel J. Mayfield, Jr. and Deanna C. Mayfield, husband and wife.**

by that certain instrument dated March 31, 1992, recorded April 3, 1992, in Official Record Book 2072, Page 375, Public Records of Lee County, Florida.

**Subject to:**

**1): Subject to an Access Easement over the Southerly 25 feet of the subject property, as recited in a deed recorded in Official Record Book 653 Page 2, Public Records of Lee County, Florida.**

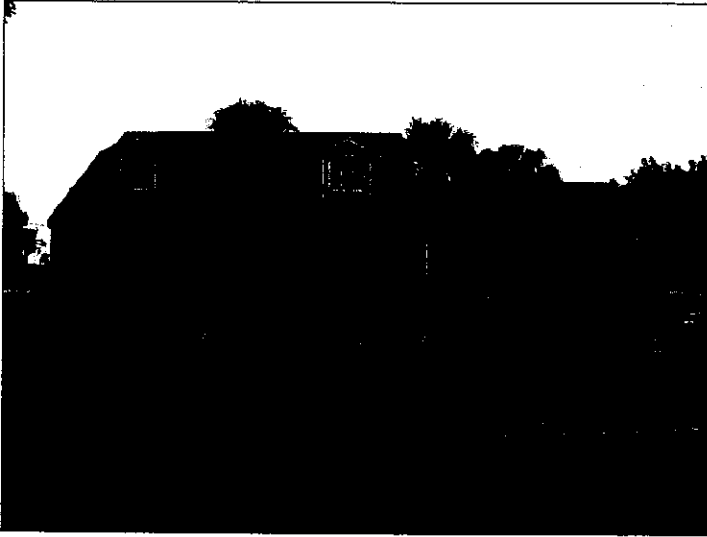
**2): Subject to a Grant of Utility Easement conveyed to Bonita Springs Utilities, Inc., recorded in Official Record Book 3392 Page 3431, Public Records of Lee County, Florida.**

**Note 1): Subject to a Mortgage in the original sum of \$77,700.00, between Daniel J. Mayfield and Deanna C. Mayfield (mortgagors) and Heritage National Bank (mortgagee), recorded in Official Record Book 2388 Page 2874, which was assigned to Prudential Home Mortgage Company, Inc., recorded in Official Record Book 2470 Page 2669 and then assigned to Norwest Mortgage, Inc., by Official Record Book 2794 Page 2834, Public Records of Lee County, Florida.**

**Tax Status:** \$1,014.86 paid on 11/23/04 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.**



**Property Address:**

27901 Imperial Street  
Bonita Springs, FL 34135

**Prepared For:**

Roetzel & Andress  
2320 First Street Ste.#1000  
Fort Myers, FL 33901

**Prepared As Of:**

03/24/05

**Prepared By:**

Kathaleen A. Raub  
Allied Appraisers & Consultants  
1642 Medical Lane  
Fort Myers, Florida 33907  
239-939-1557

# UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 2005-0337

**Property Description**  
 Property Address 27901 Imperial Street City Bonita Springs State FL Zip Code 34135  
 Legal Description Lot 134, Imperial Gates Unrecorded County Lee  
 Assessor's Parcel No. 36-47-25-B3-01200.1340 Tax Year 2004 R.E. Taxes \$ 1057.15 Special Assessments \$ None  
**SUBJECT**  
 Borrower N/A Current Owner Deanna & Daniel Mayfield Occupant  Owner  Tenant  Vacant  
 Property rights appraised  Fee Simple  Leasehold Project Type  PUD  Condominium (HUD/VA only) HOA \$ N/A /Mo.  
 Neighborhood or Project Name Imperial Gates Map Reference 36-47-25 Census Tract 505.00  
 Sales Price \$ N/A Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A  
 Lender/Client Roetzel & Andress Address 2320 First Street Ste#1000, Fort Myers, FL 33901  
 Appraiser Kathaleen A. Raub Address 1642 Medical Lane, Fort Myers, FL 33907

**NEIGHBORHOOD**  
 Location  Urban  Suburban  Rural **Predominant occupancy**  
 Built up  Over 75%  25-75%  Under 25% **Single family housing**  
 Growth rate  Rapid  Stable  Slow **PRICE** **AGE**  
 Property values  Increasing  Stable  Declining **60** **Low** **New**  
 Demand/supply  Shortage  In balance  Over supply **800** **High** **50+**  
 Marketing time  Under 3 mos.  3-6 mos.  Over 6 mos. **Predominant**  
**Present land use %** **Land use change**  
 One family 80  Not likely  Likely  
 2-4 family 10  In process  
 Multi-family 5 To: \_\_\_\_\_  
 Commercial 5 ( )

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**  
 Neighborhood boundaries and characteristics: The subject neighborhood is bounded by East Terry Street to the north, I-75 to the east, Bonita Beach Road to the south and Business U.S. 41 to the west.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):  
 There are no factors that should affect marketability. Subject is located within easy access to all supporting facilities, including schools, shopping, and employment. No adverse factors were noted.

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.):  
 Supply and demand appear to be in balance with marketing time of about 180 days. Financing is available from local lenders with low rates on 15 and 30 year terms, and mortgage funds are readily available.

**PUD**  
**Project Information for PUDs** (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)?  Yes  No  
 Approximate total number of units in the subject project \_\_\_\_\_ Approximate total number of units for sale in the subject project \_\_\_\_\_  
 Describe common elements and recreational facilities:

**SITE**  
 Dimensions 50 x 125 Topography At or above road grade  
 Site area 6250+-SqFt Corner Lot  Yes  No Size Typical  
 Specific zoning classification and description TFC-2, Two Family Conservation Shape Rectangular  
 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   Driveway Surface Concrete  
 Gas  \_\_\_\_\_ Curb/Gutter None   Apparent Easements Typical utility  
 Water  \_\_\_\_\_ Sidewalk None   FEMA Special Flood Hazard Area  Yes  No  
 Sanitary Sewer  Septic Street Lights Incandescent   FEMA Zone AE:EL13 Map Date 07/20/98  
 Storm Sewer  Alley None   FEMA Map No. 125124 0510 D

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): A current survey was not provided to adequately address easements and/or encroachments. No adversities were noted.

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	1	Foundation	Slab	Slab	Concrete	Area Sq. Ft.		Roof	<input type="checkbox"/>
No. of Stories	2	Exterior Walls	Frame/Siding	Crawl Space	None	% Finished		Ceiling	<input type="checkbox"/>
Type (Det./Att.)	Detached	Roof Surface	Shingle	Basement	No	Ceiling		Walls	<input type="checkbox"/>
Design (Style)	2-Story	Gutters & Dwnspts.	Aluminum	Sump Pump	N/A	Walls		Floor	<input type="checkbox"/>
Existing/Proposed	Existing	Window Type	Aluminum	Dampness	None Observ	Floor		None	<input type="checkbox"/>
Age (Yrs.)	12	Storm/Screens	No/Yes	Settlement	None Observ	Outside Entry		Unknown	<input checked="" type="checkbox"/>
Effective Age (Yrs.)	8	Manufactured House	No	Infestation	None Observ			Not inspected	

**DESCRIPTION OF IMPROVEMENTS**

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												
Level 1	x	1	X	1				1	1.0			882
Level 2								2	1.0			464

**Finished area above grade contains:** 5 Rooms; 3 Bedroom(s); 2.0 Bath(s); 1346 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING	Type	FWA	KITCHEN EQUIP	Refrigerator	ATTIC	None	AMENITIES	Fireplace(s) #	CAR STORAGE:
Floors	Carpet/Vinyl*	Fuel	Electric	Condition	Average	Disposal	Drop Stair	<input checked="" type="checkbox"/>	Deck		None <input type="checkbox"/>
Walls	Drywall*	COOLING	Central	Yes	Fan/Hood	Microwave	Heated	<input type="checkbox"/>	Porch		Garage # of cars
Trim/Finish	Wood*	Other	Fans	Condition	Average	Washer/Dryer	Finished	<input type="checkbox"/>	Fence		Attached 2-Car
Bath Floor	Vinyl*								Pool		Detached
Bath Wainscot	Ceramic Tile*										Built-In
Doors	Panel*										Carport
All in Above Average Condition											Driveway Concrete

Additional features (special energy efficient items, etc.): See Addendum.

**COMMENTS**  
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: The subject's improvements are in above average condition. No physical or functional inadequacies were noted during the inspection.

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: There are no known or apparent adverse environmental conditions affecting the subject property.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 2005-0337

Valuation Section

Table with columns for Estimated Site Value, Estimated Reproduction Cost-New of Improvements, and Depreciation. Includes rows for Dwelling, Garage/Carport, and Total Estimated Cost-New.

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): Site value is based on known sales of vacant sites in the subject's neighborhood and reported in this appraisal or retained in the appraiser's files. Reproduction costs are local builders' costs and data taken from Marshall Swift Residential Cost Data. The estimated useful life is 65 years.

Table with columns: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Price/Gross Liv. Area, Data and/or Verification Sources, VALUE ADJUSTMENTS, and various property characteristics like Location, Site, View, Design and Appeal, etc.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): The subject has been compared to three recent sales of single family homes in close proximity. All sales are given equal weight and considered to be reliable indicators of the estimated market value.

Table with columns: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Date, Price and Data, Source for prior sales, and Analysis of any current agreement of sale, option, or listing of the subject property.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 216000
INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ N/A

The appraisal is made [X] "as is" [ ] subject to the repairs, alterations, inspections, or conditions listed below [ ] subject to completion per plans and specifications.
Conditions of Appraisal: See attached limiting conditions page.

Final Reconciliation: The sales comparison analysis is typically considered the most reliable source of current market value and is given the most weight. The cost approach lends additional support.

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/Fannie Mae Form 1004B (Revised 6/93).

(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 03/24/05
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 216000

APPRAISER: Signature Kathaleen A. Raub
SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature H. Neal Scott, MAI, SRA
Did [ ] Did Not [X] Inspect Property

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

Property Description File No. 224350

Property Address 27901 Imperial Street City Bonita Springs State FL Zip Code 34135-5934
Legal Description Lot 134, Imperial Gates Unrecorded Parcel 306\*\* County Lee
Assessor's Parcel No. 36-47-25-B3-01200.1340 Tax Year 2004 R.E. Taxes \$ 1,087.62 Special Assessments \$ 0.00
Borrower MAYFIELD, Daniel J. Jr. + Deanna Current Owner Daniel J. Jr. + Deanna Mayfield Occupant Owner Tenant Vacant
Property rights appraised Fee Simple Leasehold Project Type PUD Condominium (HUD/VA only) HOA \$ N/A /Mo.
Neighborhood or Project Name Imperial Gates Map Reference 36-47-25 Census Tract 0505.00
Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A
Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
Appraiser Phil Benning, Associate Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901
Location Urban Suburban Rural Predominant occupancy Single family housing Present land use % Land use change
Built up Over 75% 25-75% Under 25% AGE (yrs) One family 85 Not likely Likely
Growth rate Rapid Stable Slow Owner 90 Low 5 2-4 family 10 In process
Property values Increasing Stable Declining Tenant 350 High 65 Multi-family To: \*\*Imperial Street
Demand/supply Shortage In balance Over supply Vacant (0-5%) Predominant Commercial Widening Project
Marketing time Under 3 mos. 3-6 mos. Over 6 mos. Vac. (over 5%) 160-275 25+ Vacant 5

Note: Race and the racial composition of the neighborhood are not appraisal factors.
Neighborhood boundaries and characteristics: Bounded by E.Terry Street to the north, I-75 east, Bus. US 41 west & Bonita Beach Road south.
Predominately older manufactured homes, single family residential & duplexes.
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.):
In general, market conditions are very active with increasing property values. 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 5% to 6% range. Demand for adequately priced properties exceeds supply. 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
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' x 125' per county tax data Topography Level
Site area 6,250 SF Corner Lot Yes No Size Typical MOL
Specific zoning classification and description TFC-2, Two Family Conservancy Shape Rectangular
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 for area
Electricity Gas Water Sanitary sewer Storm sewer Street Paved Asphalt Curb/gutter None Sidewalk None Street lights Pole Alley None
Driveway Surface Concrete Apparent easements 25' R/W west & south
FEMA Special Flood Hazard Area FEMA Zone AE Map Date 7/20/1998
FEMA Map No. 1251240510D
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse
site conditions were noted. Site improvements: Fill/landscaping/sod \$5,000; water/septic \$4,500; driveway \$2,000, concrete block retaining
wall, north side \$1,000, impact fees \$4,000.

Table with columns: GENERAL DESCRIPTION, EXTERIOR DESCRIPTION, FOUNDATION, BASEMENT, INSULATION. Rows include No. of Units, No. of Stories, Type (Det./Att), Design (Style), Existing/Proposed, Age (Yrs.), Effective Age (Yrs.), ROOMS (Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other, Area Sq. Ft.), and Basement details.

Finished area above grade contains: 5 Rooms; 3 Bedroom(s); 2 Bath(s); 1,341 Square Feet of Gross Living Area
INTERIOR Materials/Condition HEATING FWA KITCHEN EQUIP. ATTIC AMENITIES CAR STORAGE: 2 Garage
Floors Carpet/Vinyl/Good Type Cent. Refrigerator None None Fireplace(s) # 0 None
Walls Drywall/Good Fuel Elect. Range/Oven Stairs Deck Attached # of cars
Trim/Finish Colonial/Good Condition Avg. Disposal Drop Stair Attached 2 Cars
Bath Floor Vinyl/Good COOLING Adeq. Dishwasher Scuttle Porch Detached
Bath Wainscot Fiberglass/Good Central Yes Fan/Hood Floor Fence Built-in
Doors Raised Panel/Good Other Fans Microwave Heated Pool Carport
Condition Avg. Washer/Dryer Finished Cov. Entry/16sf Driveway 2 Cars

Additional features (special energy efficient items, etc.): Carpet/vinyl floors; mica faced wood kitchen cabinets, oak stair rails, propane gas for range,
hot water heater & dryer, colonial trim & raised panel doors, vaulted ceilings & dormer windows over living room & master bedroom.
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 above average condition relative to actual age.
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the
immediate vicinity of the subject property.: No adverse environmental conditions were noted.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 224350

Valuation Section

COST APPROACH table with columns for Estimated Site Value, Estimated Reproduction Cost-New of Improvements, Depreciation, and Indicated Value by Cost Approach.

SALES COMPARISON ANALYSIS table with columns for Item, Subject, Comparable No. 1, Comparable No. 2, and Comparable No. 3, including details on sales price, location, and adjustments.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See the attached addendum for additional comments.

Table with columns for Item, Subject, Comparable No. 1, Comparable No. 2, and Comparable No. 3, used for further sales comparison analysis.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 230,000

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

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

Final Reconciliation: Greatest weight is given to the Sales Comparison Analysis as it best reflects the actions of willing buyers & sellers.

RECONCILIATION: 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).

APPRaiser: Phil Benning, Associate; SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA



# 5-Year Sales History

Parcel No. 306

Imperial Street Widening  
Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NOTE: No sales in the past five years.



City of Bonita Springs

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Mayor

Wayne P. Edsall  
Councilman  
District One

Alex Grantt  
Councilman  
District Two

R. Robert Wagner  
Councilman  
District Three

Joyce  
Councilman  
District Four

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Councilman  
District Five

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Councilman  
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Code Enforcement  
Tel: (239) 949-6257

Parks & Recreation  
T (239) 992-2556

August 22, 2005

Mr. Michael J. O'Hare  
Property Acquisition Agent  
Division of County Lands  
Lee County  
P.O. Box 398  
Fort Myers, FL 33902-0398

RE: Purchase Agreement – Imperial Street Widening,  
Project No. 4060  
Parcel 306, Daniel and Deanna Mayfield

Dear Mr. O'Hare:

I have reviewed the updated information you provided for this  
parcel and find it to be reasonable.

If you need further assistance, please let me know.

Respectfully,

Gary A. Price  
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

Post-It® Fax Note	7871	Date	8/23/05	# of pages	▶ 1
To	MICHAEL O'HARE	From	GARY PRICE		
Co./Dept	COUNTY LANDS	Co.	CITY OF BONITA SPRINGS		
Phone #	479-8505	Phone #	949-6238		
Fax #	479-8391	Fax #	949-6239		

### Location Map

Borrower/Client MAYFIELD, Daniel J. Jr. + Deanna			
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City Bonita Springs	County Lee	State FL	Zip Code 34135-5934
Lender Lee County - County Lands			

