

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

Blue Sheet No. 20051706

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$309,000 for Parcels 315 and 606, Imperial Street Widening, Project No. 4060, pursuant to the Purchase Agreement; and authorize the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner prior to initiation of condemnation proceedings as required by Florida Statutes.

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

4. Departmental Category: 6

CGA

5. Meeting Date: **12-20-2005**

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 73 & 125
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Independent
 Division County Lands TLM 11/25/05
 By: Karen L.W. Forsyth, Director *KLF*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, improved with single-family residence (Parcel 315), and 525 square feet of slope easement on vacant property (Parcel 606)

Property Details:

Owner: David F. Kellum and Trudy K. Kellum, husband and wife
Address: 11501 Dean Street, Bonita Springs, FL 34135
STRAP No. 36-47-25-B3-00015.2020

Purchase Details:

Binding Offer Amount: \$309,000 (inclusive of attorney and experts fees/costs, and moving expenses)
 In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$309,000, and commence Eminent Domain proceedings.

Appraisal Information:

Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$255,000 (Parcel 315) and \$2,559 (Parcel 606)
Date of Appraisal: July 25, 2005

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value (20%) can be justified and may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action. Staff recommends the Board approve the Action Requested.

Account: 20406063000.506110

Attachments: Purchase Agreement; Title Data; Appraisal Data (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
<i>K. Forsyth</i>			<i>12/15/05</i>	<i>12/17/05</i>	Analyst	Risk	Grants	Admin.	<i>12/18/05</i>
					<i>MP 12/15/05</i>	<i>12/17/05</i>	<i>12/17/05</i>	<i>12/17/05</i>	<i>12/18/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
<i>12-7-05</i>
<i>2:15</i>
COUNTY ADMIN
FORWARDED TO:

Rec. by CoAtty
Date: <i>12/15/05</i>
Time: <i>2:30pm</i>
Forwarded To:

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcels: 315 and 606
STRAP No.: 36-47-25-B3-00015.2020

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 _____, 200__, by and between David F. Kellum and Trudy K. Kellum, husband and wife, hereinafter referred to as SELLER, whose address is 11501 Dean Street, Bonita Springs, FL 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 fee-simple parcel of land consisting of 17,850 square feet of land, improved with a single-family residence, and located at 11501 Dean Street, Bonita Springs, Florida 34135, and more particularly described in attached "Exhibit A", and a perpetual slope easement consisting of 525 square feet, more or less, and more particularly described in attached Exhibit "B", hereinafter collectively called "the Property." This property is being acquired for the Imperial Street Widening 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 ("Purchase Price") will be Three Hundred Nine Thousand Dollars (\$309,000), 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, a slope 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;
- (c) taxes or assessments (other than sewer/water) for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney and experts fees/costs, if any.

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

- (a) Recording fee for deed;
- (b) payment of outstanding sewer and water assessments, if any, to Bonita Springs Utilities, Inc.;
- (c) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. 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 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 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 with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated

hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

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

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

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

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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

WITNESSES:

WITNESSES:

SELLER:

David F. Kellum (DATE)

SELLER:

Trudy K. Kellum (DATE)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

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)

SPECIAL CONDITIONS

BUYER: Lee County

SELLER: David F. Kellum and Trudy K. Kellum, husband and wife

PARCEL NO. 315

BUYER and SELLER hereby covenant that the Purchase Price recited herein, includes payment for attorney and expert fees and costs, moving expenses, the home, landscaping, and for all fixtures, including but not limited to, built-in-appliances, air conditioning unit, hot water heater, ceiling fans, screen enclosure(s), windows, awnings, doors and floor covering, as of the date of the BUYER's appraisal (July 25, 2005).

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.

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.

WITNESSES:

SELLER:

David F. Kellum (DATE)

WITNESSES:

SELLER:

Trudy K. Kellum (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"

Page 1 of 2

LEGAL DESCRIPTION

Parcel 315

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described in Official Record Book 3006 at Page 0529 of the Public Records of Lee County, Florida as follows:

Lot 1, BONITA GARDENS, an unrecorded subdivision of that part of the NW ¼ of the SE ¼ of Section 36, Township 47 South, Range 25 East, Lee County, Florida more particularly described as follows:

Commencing at the SW corner of the NW ¼ of the SE ¼ of Section 36, Township 47 South, Range 25 East, Lee County, Florida, Tallahassee Meridian, run North on the centerline of Imperial Drive 25 feet, thence W 89° 47' E (N 89° 47' E) 25 feet to an iron pin, the point of beginning; thence continue N 89°47' E 105 feet to an iron pin, thence N 0° 13' W 100 feet to an iron pin, thence S 89°47' W 105 feet, thence South 100 feet to the Point of Beginning.

Lot 2, BONITA GARDENS, an unrecorded subdivision of that part of the NW ¼ of the SE ¼ of Section 36, Township 47 South, Range 25 East, Lee County, Florida more particularly described as follows:

Commencing at the SW corner of the NW ¼ of the SE ¼ of Section 36, Township 47 South, Range 25 East, Lee County, Florida, Tallahassee Meridian, run North on the centerline of Imperial Drive 125 feet, thence N 89° 47' E 25 feet to an iron pin, the Point of Beginning; thence continue N 89°47' E 105 feet to an iron pin, thence N 0° 13' W 70 feet to an iron pin, thence S 89°47' W 105 feet to an iron pin, thence South 70 feet to the Point of Beginning.

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



Date: 27-Jan-2003

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

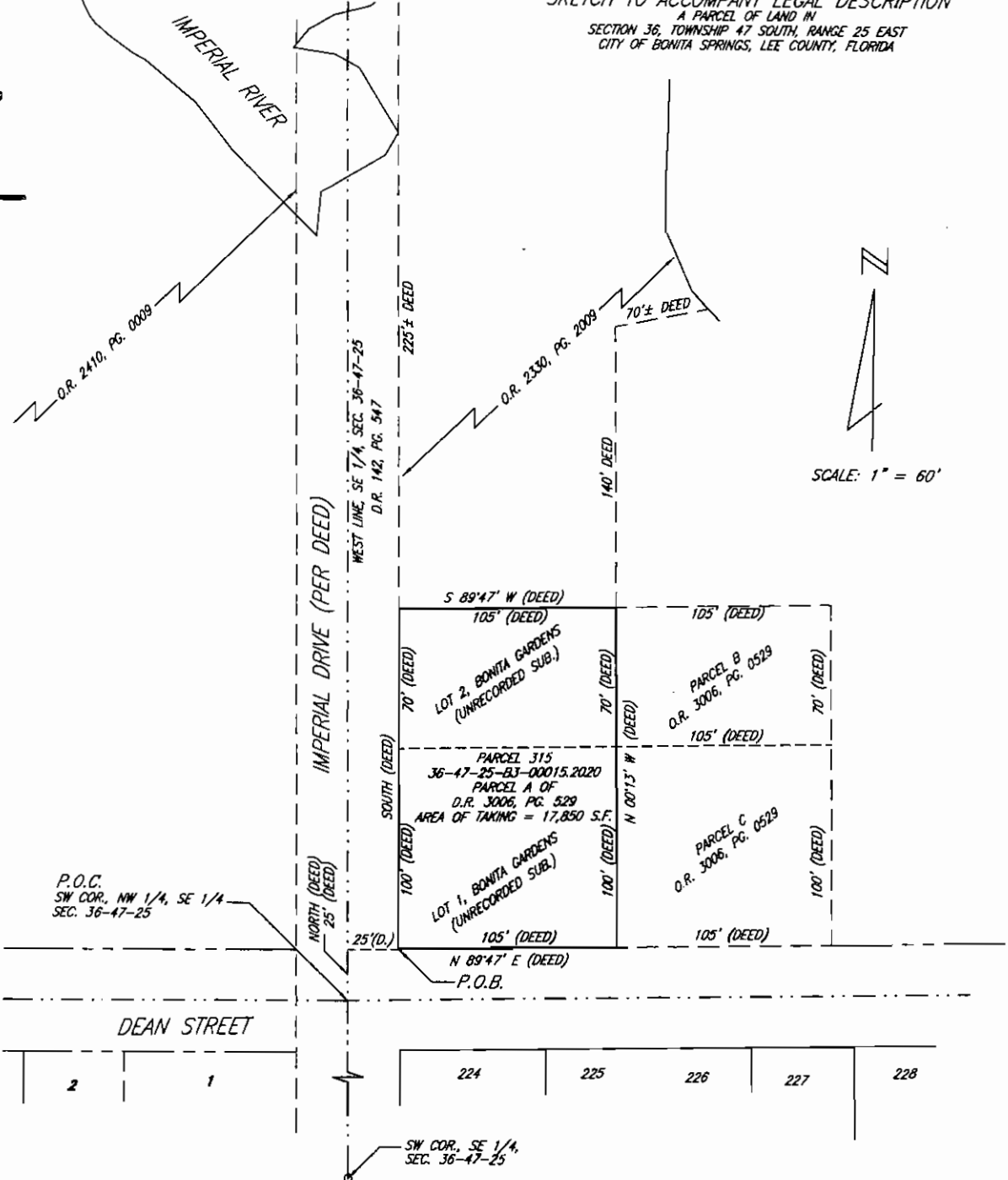
JRCAPCL315

James R. Coleman & Associates, Inc.
 Land Surveying Consultants
 1450 Cornell Place
 Fort Myers, Florida 33910
 Phone: (239) 481-0169

DATE March, 2004	JOB NO. 308458	DRAWING NO. PCL315BK14
02-23-05	REFORMAT TO 8 1/2" X 14"	J.R.C.
DATE	REVISION	BY

Exhibit "A"
 Page 2 of 2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 A PARCEL OF LAND IN
 SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



SURVEYORS NOTES

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, 1990 ADJUSTMENT).
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.



JAMES R. COLEMAN & ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER LB0005983
 JAMES R. COLEMAN
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 32005
 DATE: 7/14/04 05



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "B"

Page 1 of 2

LEGAL DESCRIPTION

Permanent Slope Easement
Parcel 606

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

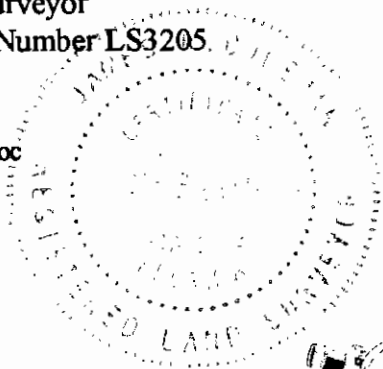
Commence at the southwest corner of the northwest quarter of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence N.88°49'03"E. along the south line of the northwest quarter of the southeast quarter of said Section 36 for 130.00 feet; thence N.00°56'51"W. for 25.00 feet to an intersection with a line parallel with and 25.00 feet north of as measured at right angles to the south line of the northwest quarter of the southeast quarter of said Section 36 and the point of beginning of the herein described parcel of land; thence continue N.00°56'51"W. for 5.00 feet to an intersection with a line parallel with and 30.00 feet north of as measured at right angles to the south line of the northwest quarter of the southeast quarter of said Section 36; thence N.88°49'03"E. along said parallel line for 105.00 feet; S.00°56'51"E. for 5.00 feet to an intersection with a line parallel with and 25.00 feet north of as measured at right angles to the south line of the northwest quarter of the southeast quarter of said Section 36; thence S.88°49'03"W. along said parallel line for 105.00 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

Date: 12 JAN 03

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

BWLKEasement606.doc



CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

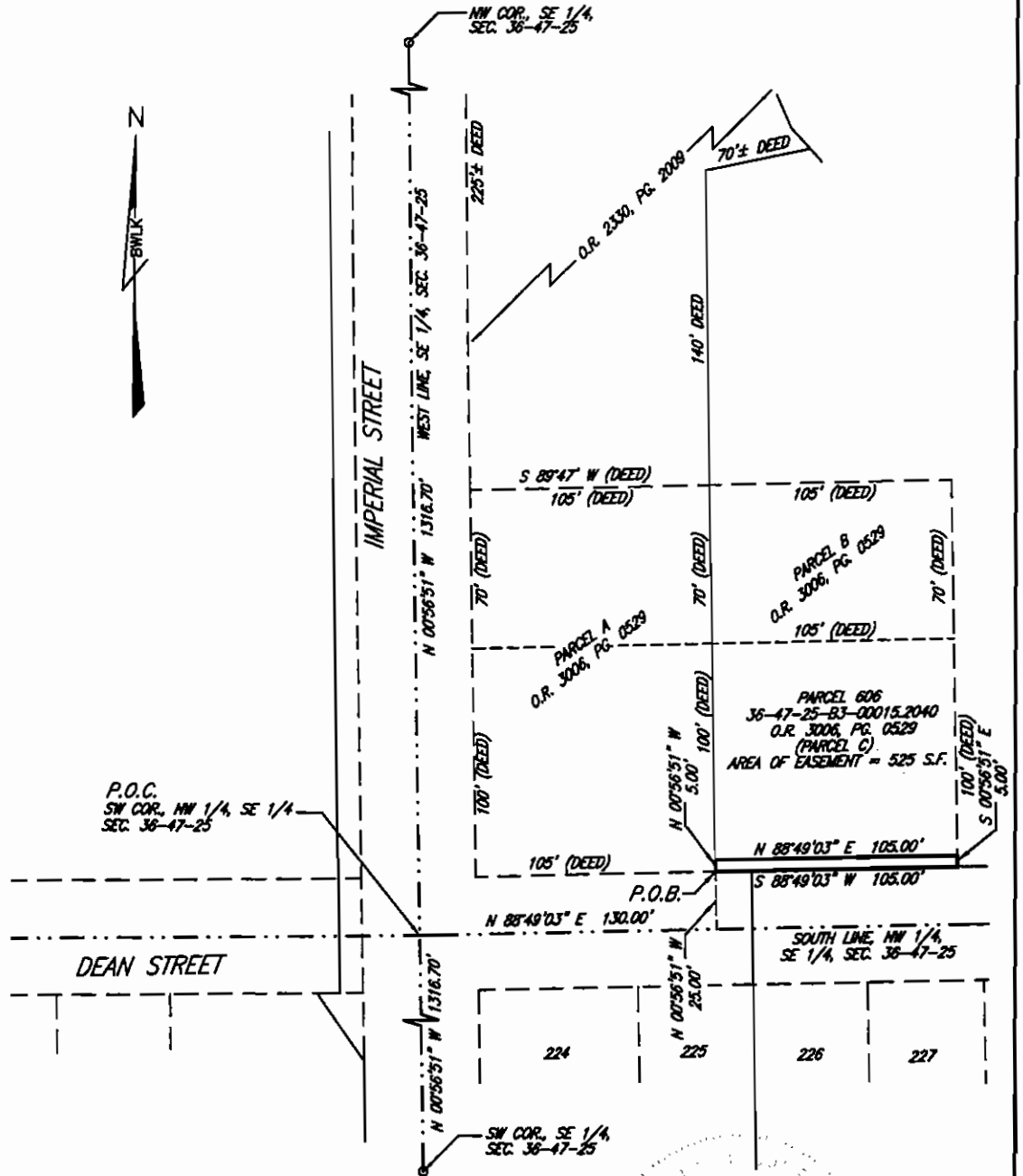
ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF
A PARCEL OF LAND IN
SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

Exhibit "B"

Page 2 of 2



SURVEYORS NOTES

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, NAD83 DATUM, 1990 ADJUSTMENT.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919
DATE: 12 Jan 05
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (ps 0419)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

13011-MCOPPECOR BOULEVARD, FORT MYERS, FLORIDA 33919-0910 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (P-1-4)
01-12-05	35955	J.R.C.	1" = 60'	1 OF 1	36-47-25

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

Parcel: 606
Project: Imperial Street Widening, Project No. 4060
STRAP No.: 36-47-25-B3-00015.2020

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 200__, between DAVID F. KELLUM and TRUDY K. KELLUM, husband and wife, whose address is 11501 Dean Street, Bonita Springs, FL 34135, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is PO 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 slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "B" (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/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.
4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may authorize the installation of utilities or may 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 "B", 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.
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, David F. Kellum and Trudy K. Kellum, husband and wife, Grantors, have caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

David F. Kellum

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Trudy K. Kellum

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by David F. Kellum and Trudy K. Kellum, husband and wife. They are personally known to me or who have produced _____ as identification.

(Signature of Notary Public)

(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

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

Search No. 36-47-25-B3-00015.2020

~~36-47-25-B3-00015.2040~~~~36-47-25-B3-00015.2050~~

Date: June 7, 2004

Parcel: 606 + 315

Project: Imperial Street Widening, Project #
4060To: Teresa L. Mann SR/WA
Property Acquisition AgentFrom: Kenneth Pitt *KMP*
Real Estate Title ExaminerSTRAP: 36-47-25-B3-00015.2020, ~~36-47-25-B3-00015.2040~~ &
~~36-47-25-B3-00015.2050~~

11-18-2005

Effective Date: ~~May 11, 2004~~, at 5:00 p.m.**Subject Property:** See Attached Schedule A.

Title to the subject property is vested in the following:

David F. Kellum and Trudy K. Kellum, husband and wife.By that certain instrument dated August 20, 1998, recorded August 31, 1998, in Official Record Book 3006 Page 529, Public Records of Lee County, Florida.**Easements:** 1) Subject to a Utility Easement 15 feet in width, as shown on the unrecorded plat of Bonita Gardens.

2): Subject to a Grant of Utility Easement, conveyed to Bonita Springs Utilities, Inc., affects Taylor Drive, adjacent to the subject property, recorded in Official Record Book 3306 Page 1627, Public Records of Lee County, Florida.

NOTE 1): Subject to a mortgage in the sum of \$70,134.02, between David F. Kellum and Trudy K. Kellum, husband and wife (mortgagors) and James C. Briggs (mortgagee), recorded in Official Record Book 4012 Page 3680 and assigned by Official Record Book 3006 Page 531 and Modified by Agreement recorded in Official Record Book 3268 Page 2201, 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: Taxes paid for Tax Year 2003. 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.**

EXHIBIT "A"

Parcel A:

Lot 1, BOHITA GARDENS, an unrecorded subdivision of that part of the NW 1/4 of the SE 1/4 of Section 36, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows:

Commencing at the SW corner of the NW 1/4 of the SE 1/4 of Section 36, Township 47 South, Range 25 East, Lee County, Florida, Tallahassee Meridian, run North on the centerline of Imperial Drive 25 feet, thence W 89°47' E 25 feet to an iron pin, the Point of Beginning; thence continue N 89°47' E 105 feet to an iron pin, thence N 0° 13' W 100 feet to an iron pin, thence S. 89°47' W 105 feet, thence South 100 feet to the Point of Beginning.

Lot 2, BOHITA GARDENS, an unrecorded subdivision of that part of the NW 1/4 of the SE 1/4 of Section 36, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows:

Commencing at the SW corner of the NW 1/4 of the SE 1/4 of Section 36, Township 47 South, Range 25 East, Lee County, Florida, Tallahassee Meridian, run North on the centerline of Imperial Drive 125 feet, thence N 89°47' E 25 feet to an iron pin, the Point of Beginning; thence continue N 89°47' E 105 feet to an iron pin, thence N 0° 13' W 70 feet to an iron pin, thence S 89°47' W 105 feet to an iron pin, thence South 70 feet to the Point of Beginning.

Strap #36-47-25-00-00015.2020

Parcel B:

From the Southwest corner of the Northwest quarter of the Southeast quarter of Section 36, Township 47 South, Range 25 East; thence run North 89°47' East 130 feet; thence North 125 feet to the point of beginning; thence continue North 70 feet; thence East 105 feet; thence South 70 feet; thence West 105 feet to the point of beginning. Subject to a utility easement over and across the West 7.5 feet (known as Lot 2 of BOHITA GARDENS, unrecorded subdivision). Together with the non-exclusive right of ingress and egress, 25 feet on each side of a centerline described as: From the Southwest corner of the Northwest quarter of the Southeast quarter of said section, run North 89°47' East 235 feet to the point of beginning of said centerline; thence North 190 feet to the termination of said centerline.

Strap #36-47-25-00-00015.2050

Parcel C:

Lot 10, BOHITA GARDENS, UNIT NO. 1, being part of the Northwest 1/4 of Section 36, Township 47 South, Range 25 East, Bohita Springs, Florida, more particularly described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 36, Township 47 South, Range 25 East, Lee County, Florida, Tallahassee Meridian, run North 89°47' East on the centerline of Dean Street 130 feet, thence North 0°13' West 25 feet to an iron pin, the Point of Beginning; thence North 100 feet to an iron pin, thence East 105 feet to an iron pin, thence South 100 feet to an iron pin, thence West 105 feet to the Point of Beginning.

Strap #36-47-25-00-00015.2040

Kellum

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 507132

Property Description		Property Address <u>11501 Dean St</u> City <u>Bonita Springs</u> State <u>FL</u> Zip Code <u>34135-5918</u>																																																																																																																																																					
Legal Description <u>See Scanned Addendum Page</u>		County <u>Lee</u>																																																																																																																																																					
Assessor's Parcel No. <u>36-47-25-B300015.2020</u>		Tax Year <u>2005</u> R.E. Taxes \$ <u>1,917.59</u> Special Assessments \$ <u>0.00</u>																																																																																																																																																					
Borrower <u>N/A</u>		Current Owner <u>Kellum, David F & Trudy K</u> Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant																																																																																																																																																					
Property rights appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold		Project Type <u>PUD</u> Condominium (HUD/VA only) <input type="checkbox"/> HOA \$ <u>0</u> /Mo.																																																																																																																																																					
Neighborhood or Project Name <u>Bonita Springs</u>		Map Reference <u>36-47-25</u> Census Tract <u>0505.00</u>																																																																																																																																																					
Sale Price \$ <u>N/A</u> Date of Sale <u>N/A</u>		Description and \$ amount of loan charges/concessions to be paid by seller <u>None</u>																																																																																																																																																					
Lender/Client <u>Lee County Board of County Commission</u>		Address <u>Division of County Lands, PO Box 398, Fort Myers, FL 33902</u>																																																																																																																																																					
Appraiser <u>Matthew S. Simmons</u>		Address <u>12600-1 World Plaza Lane, Bldg. #63, Fort Myers, FL 33907</u>																																																																																																																																																					
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% Growth rate <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow Property values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply Marketing time <input checked="" type="checkbox"/> Under 3 mos. <input type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.		Predominant occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vac. (over 5%) Single family housing PRICE \$(000) <u>115</u> AGE (yrs) <u>0</u> Present land use % One family <u>45</u> 2-4 family <u>8</u> Multi-family <u>7</u> Predominant <u>1,150+ High 100</u> Commercial <u>15</u> Vacant <u>25</u> Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely <input type="checkbox"/> In process To: 'Use' based primarily on zoning																																																																																																																																																					
Note: Race and the racial composition of the neighborhood are not appraisal factors. Neighborhood boundaries and characteristics: <u>The subject's neighborhood boundaries are Rosemary Drive to the north, Interstate 75 (SR 93) to the east, Bonita Beach Road (CR 865) to the south, and Old US 41 Road to the west.</u> Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): <u>The subject is located in the city of Bonita Springs. The immediate neighborhood consists primarily of single family homes and vacant residential parcels. The subject is in close proximity to the amenities of Bonita Springs such as schools, banks, shopping, and dining facilities.</u> <u>The subject has adequate access to U.S. 41, Bonita Beach Road, and Interstate 75. Employment in this area appears to be stable and adequate. Property values in the subject's neighborhood are increasing with an average marketing time of less than 3 months.</u> 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.): <u>The local real estate market is growing with no major concessions noted. Financing trends are toward conventional mortgages and cash sales. There is F.H.A., V.A., and seller financing taking place in this market. Terms and rates are competitive with national averages. Discount points vary according to the loan program (if any) selected by the purchaser.</u>																																																																																																																																																							
PUD Project Information for PUDs (if applicable) - - Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____ Describe common elements and recreational facilities: _____																																																																																																																																																							
SITE Dimensions <u>105 x 170 Sq. ft. +/-</u> , Per county tax records and attached survey Site area <u>17,850 sq. ft. +/-</u> Corner Lot <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specific zoning classification and description <u>TFC-2/One-Two Family Conservation</u> Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain) _____ Utilities Public <input checked="" type="checkbox"/> Other _____ Electricity <input checked="" type="checkbox"/> Gas <input type="checkbox"/> None Apparent Water <input checked="" type="checkbox"/> Sanitary sewer <input checked="" type="checkbox"/> Storm sewer <input type="checkbox"/> Off-site Improvements Type Public Private Street <input checked="" type="checkbox"/> Paved <input type="checkbox"/> Curb/gutter <input type="checkbox"/> None <input type="checkbox"/> Sidewalk <input type="checkbox"/> None <input type="checkbox"/> Street lights <input checked="" type="checkbox"/> Arched <input type="checkbox"/> Alley <input type="checkbox"/> None <input type="checkbox"/> Topography <u>Appears Level</u> Size <u>Typical</u> Shape <u>Appears Rectangular</u> Drainage <u>Adequate</u> View <u>Residential</u> Landscaping <u>Average</u> Driveway Surface <u>Sand/Gravel</u> Apparent easements <u>None Apparent</u> FEMA Special Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No FEMA Zone <u>AE</u> Map Date <u>7/20/1998</u> FEMA Map No. <u>1251240510D</u> Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): <u>There are no apparent adverse easements, encroachments, or special assessments. Site improvements consist of sod, landscaping, utility connections, and sand/gravel drive and walkways.</u>																																																																																																																																																							
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See Sales Comparison Comments regarding physical condition.</u></p> <p>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.: <u>There are no apparent adverse environmental conditions present in the improvements, site, or immediate vicinity of the subject property.</u></p>				GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION	No. of Units <u>One</u>	Foundation <u>Pier</u>	Slab <u>No</u>	Area Sq. 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UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

ESTIMATED SITE VALUE		= \$	✓ 174,000	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 has been estimated with the aid of Marshall & Swift Cost Tables and discussions with local builders/contractors. The subject's site value has been estimated through land sales, land allocation, and land extraction methods. The subject's remaining economic life is estimated to be 10 years.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:				
Dwelling	1,877 Sq. Ft. @\$ 95.00	= \$	178,315	
	Sq. Ft. @\$	=		
Appliances and Extra/Upgrades, Porches = 15,000				
Garage/Carport	Sq. Ft. @\$	=		
Total Estimated Cost New = \$ 193,315				
Less	Physical	Functional	External	
Depreciation	161,089	= \$	161,089	
Depreciated Value of Improvements = \$ 32,226				
"As-is" Value of Site Improvements = \$ 25,000				
INDICATED VALUE BY COST APPROACH = \$ ✓ 231,226				

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	11501 Dean Street Bonita Springs	10621 E Terry Street Bonita Springs	27953 Matheson Avenue Bonita Springs	26871 Villanova Court Bonita Springs
Proximity to Subject		1.16 miles	0.56 miles	1.16 miles
Sales Price	\$ N/A	\$ 350,000	\$ 340,000	\$ 290,000
Price/Gross Living Area	\$	\$ 136.56	\$ 268.14	\$ 157.27
Data and/or Verification Source	Current Inspection	MLS/FARES and/or Tax Record County OR#4618/4238	MLS/FARES and/or Tax Record County OR#4609/1709	MLS/FARES and/or Tax Record County OR#4765/712
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions		Cash None Known	Cash None Known	Conventional None Known
Date of Sale/Time		01/28/2005	02/16/2005	05/31/2005
Location	Suburban	Suburban	Suburban	Suburban
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	17,850 sq. ft. +/-	33,578 Sq. ft. -23,000	45,480 Sq. ft. -40,000	15,840 Sq. ft. +3,000
View	Residential	Residential	Residential/Creek -25,000	Residential
Design and Appeal	Frame/Typical	Frame/Typical	Frame/Typical	Ranch/Typical No Adjust.
Quality of Construction	Average	Average	Average	Average
Age	1929	1910 Equal	1940 Equal	1980 -30,000
Condition	Average	Average	Average	Average
Above Grade Room Count	Total: Bdrms: Baths 7 : 3 : 2	Total: Bdrms: Baths 7 : 4 : 3.5 -4,500	Total: Bdrms: Baths 7 : 3 : 2	Total: Bdrms: Baths 7 : 3 : 3 -3,000
Gross Living Area	1,877 Sq. Ft.	2,563 Sq. Ft. -27,440	1,268 Sq. Ft. +24,360	1,844 Sq. Ft. +1,320
Basement & Finished Rooms Below Grade	N/A	N/A	N/A	N/A
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Central/Central	Central/Central	Central/Central	Central/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	Open Parking	2 Car Det Garage -10,000	Open Parking	2 Car Garage -15,000
Porch, Patio, Deck, Fireplace(s), etc.	Open Porch One Fireplace	Open Porch One Fireplace	Open Porch One Fireplace	Screened Porch None +2,500
Fence, Pool, etc.	Deferred Maint. None	None -10,000	None -10,000	None -10,000
Net Adj. (total)		☐ + ☒ - \$ 74,940	☐ + ☒ - \$ 65,640	☐ + ☒ - \$ 51,180
Adjusted Sales Price of Comparable		\$ ✓ 275,060	\$ 274,360	\$ 238,820

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): **The comparable sales listed above have been provided as the best available indicators of current market value. All sales are similar single family uses located in the same or competing neighborhoods. After proper adjustments, in accordance with generally accepted appraisal principles (paired sales analysis, etc.), all provided sales are an indicator of current market value. Value weight has been given to all closed comparables. Sales data indicate a value range of \$238,820 to \$275,060 with the subject commanding a value within this range.**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	None	None	None	None
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 appraiser's research revealed that the subject property is not currently listed for sale nor has it transferred in the past thirty-six months.				

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 255,000

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

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

Conditions of Appraisal: **The Income Approach was not used as there is insufficient GRM data available for this method to be utilized with any reasonable degree of reliability.**

Final Reconciliation: **Principle emphasis is placed on the Sales Comparison Approach as it best represents the interactions of buyers and sellers in the subject's marketplace. The Cost Approach tends to support this opinion of value. See "comments regarding sales comparison" and the "supplemental addendum" for further comments. DATE OF REPORT: 08/02/2005**

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 07/25/2005 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 255,000

APPRAISER: Signature *Matthew S. Simmons* Name Matthew S. Simmons Date Report Signed July 27, 2005 State Certification # State Or State License # State Registered Trainee Appraiser, RI State FL

SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature *W. Michael Maxwell* Name W. Michael Maxwell, MAI, SRA Inspect Property Date Report Signed July 27, 2005 State Certification # State Certified General Appraiser, RZ 55 State FL Or State License # State

506-Sales Comparison Comments

File No. 507132

Borrower/Client N/A			
Property Address 11501 Dean St			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5918
Lender Lee County Board of County Commissioners			

Parcel 606 (Parent Tract)

This parcel is a vacant, heavily vegetated tract located on the northwest corner of Dean Street and Taylor Drive. The site dimensions are 105' wide by 170' deep with a site area of 17,850 square feet, per the survey provided.

Land Value

1. Sale 4594/696; 01/2005; \$93,000; 18,765 square feet; \$ 4.96 psf
2. Sale 4719/1174; 04/2005; \$90,000; 14,080 square feet; \$ 6.39 psf
3. Sale 4766/1542; 06/2005; \$104,000; 9,100 square feet; \$11.43 psf
4. Sale 4789/1402; 06/2005; \$100,000; 9,750 square feet; \$10.26 psf
5. Sale 2005000032061; 08/2005; \$170,000; 18,765 square feet; \$ 9.06 psf

All five of these sales are zoned TFC-2. Sale # 5 is the closed, but not yet recorded resale of Sale #1. Based on the subjects site area, we estimate the per square foot value to be \$9.75 or \$174,038, rounded to \$174,000.

Description of the Take

The slope easement area is 5 feet deep and 105 feet long. The take runs along the southern edge of the property, adjacent to the current right-of-way for Dean Street. The total take area is 525 square feet, as provided by the survey. ✓

Value of the Whole before Take

As already concluded, the value of the land is \$174,000. In addition, we must also consider the value of the improvements that will be affected by the taking. The affected improvements include non-maintained native and non-native vegetation. We estimate no value for this vegetation. This gives us a Value of the Whole before Take of \$174,000.

Value of the Part Taken

As the Take will be an easement, the owner will lose a portion of their fee simple property rights. In cases similar to this, acquisition settlements and/or paired sales analysis for reduced property rights have been approximately 25% to 75 % of the fee simple value of the land. As a result it is our opinion that the appropriate loss for the easement is 50% of the fee simple value. In the conclusion of the Value of the Whole, we utilized \$9.75 per square foot. We will then apply this to the area of the easement as follows:

	525	(Take Area - Square Feet)
X \$	9.75	(Per Square Foot Value - Land)
X	50%	(Loss of Fee Simple Rights)
\$	2,559	(Value of the Part Taken - Land)
+ \$	0	(Value of the Affected Improvements)
\$	2,559	(Total Value of the Part Taken)

Remainder Value as Part of Whole

The Remainder Value as Part of Whole is the difference between the Value of the Whole before Take and the Value of the Part Taken. \$171,441.

✓	\$174,000	(Value of the Whole before Take)
	- \$ 2,559	(Value of the Part Taken)
	\$171,441	(Remainder Value as Part of Whole)

Remainder Value after Take

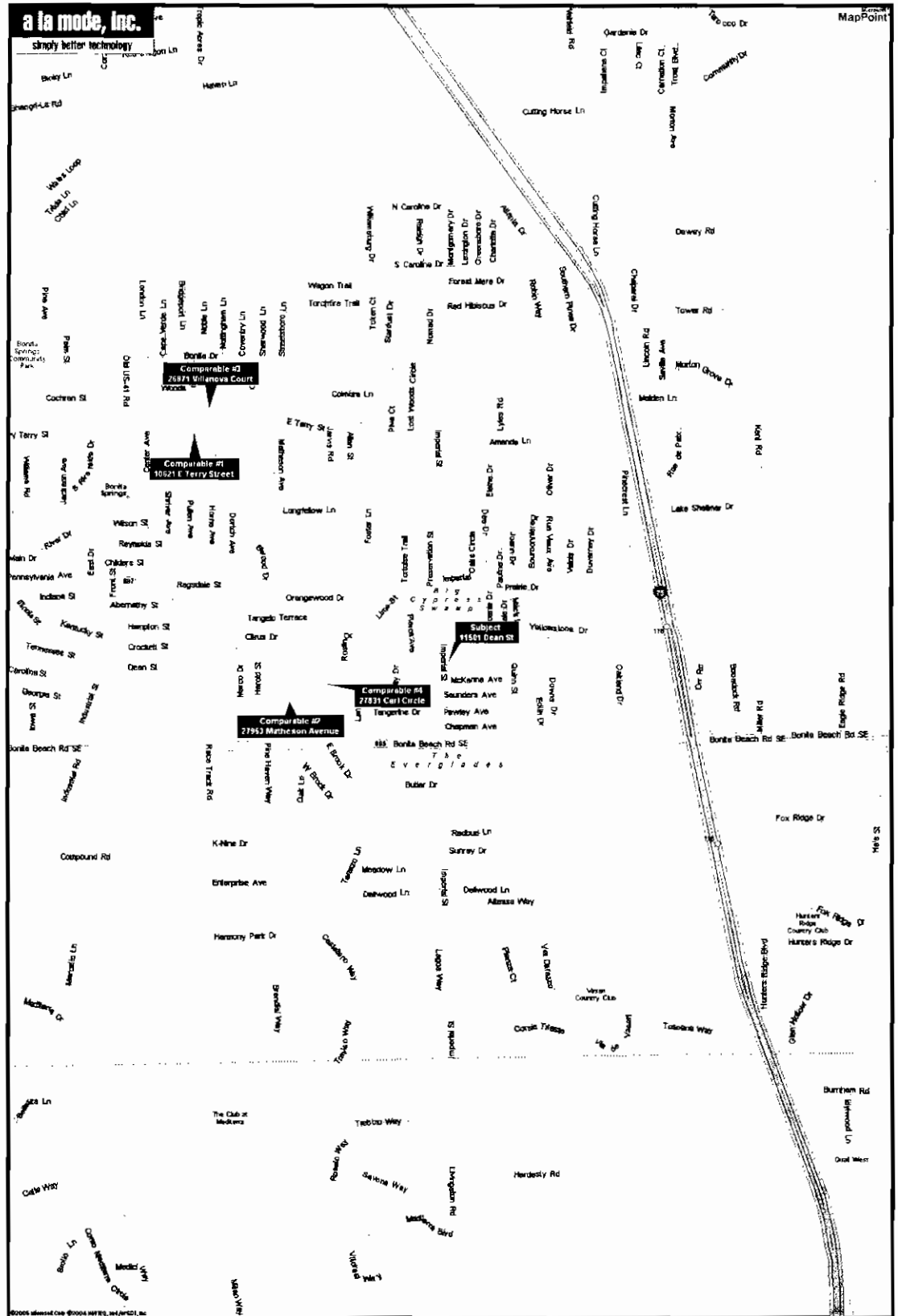
As this taking is substantially contained in the setback area required by zoning, this take does not adversely affect the property, land or improvements. Therefore the Remainder Value after Take is the same as the Remainder Value as Part of Whole or \$171,441.

Amount Due Owner

As outlined in the Appraisal Type in Premises of the Appraisal, there are no damages to value, therefore the Amount Due owner is the same as Value of the Part Taken or \$2,559.

Location Map

Borrower/Client N/A			
Property Address 11501 Dean St			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5918
Lender Lee County Board of County Commissioners			





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COUNTY LANDS

November 23, 2005

City of
Bonita Springs

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BONITA SPRINGS, FL 34135
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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

Andrey 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

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
Parcels 315/606, 321, 336, 337, and 1015

Dear Ms. Mann:

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

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

Respectfully,

Gary A. Price
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

5-Year Sales History

Parcel No. 315

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS