

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

**Blue Sheet No. 20051707**

**1. ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$74,000 for Parcel 321, 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 **C6B** **5. Meeting Date:** 12-20-2005

<b>6. Agenda:</b>		<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b>	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	<input checked="" type="checkbox"/> Statute	73 & 125	<b>Commissioner</b>	
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Ordinance		<b>Department</b>	Independent
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	<input type="checkbox"/> Admin. Code		<b>Division</b>	County Lands TLM 11/29/05
<input type="checkbox"/> Public	<input type="checkbox"/> Other	<input type="checkbox"/> Other		<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 simple interest in 2,360 square feet of land from an improved residential lot.

**Property Details:**

**Owner:** Mary Ann Matthews  
**Address:** 27458 Imperial Oaks Circle, Bonita Springs, FL 34135  
**STRAP No.** 36-47-25-B2-01026.0000

**Purchase Details:**

**Binding Offer Amount:** \$74,000 (inclusive of attorney and expert fees/costs, and severance damages to the remainder)  
In order to expedite acquisition efforts, staff recommends Board make a biuding offer in the amount of \$74,000, and commence Eminent Domain procedures.

**Appraisal Information:**

**Company:** Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA  
**Appraised Value:** \$62,000 (\$14,750 value of land and \$47,250 severance damages)  
**Date of Appraisal:** July 25, 2005

**Staff Recommendation:** Staff is of the opinion that the purchase price increase above the appraised value (19.4%) can be justified and may secure au 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
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>12/15/05</i>	<i>Robert Smith</i>		<i>12/17/05</i>	<i>12/17/05</i>	<i>12/17/05</i>	<i>HS 12/18/05</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: <i>W</i>
12-17-05
2:15
COUNTY ADMIN
FORWARDED TO: <i>11</i>
12/17/05
2005

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: 321  
STRAP No.: 36-47-25-B2-01026.0000

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 Mary Ann Matthews, hereinafter referred to as SELLER, whose address is Post Office Box 366217, Bonita Springs, FL 34136, 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 2,360 square feet, more or less, and located at 27458 Imperial Oaks Circle, Bonita Springs, Florida 34135, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property 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, inclusive of damages to the remainder, ("Purchase Price") will be Seventy Four Thousand Dollars (\$74,000), 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, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) Seller's attorney and expert fees/costs, if any.

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

- (a) Recording fee for deed;
- (b) 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:

\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
Mary Ann Matthews (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)



# Bean, Whitaker, Lutz & Kareh, Inc.

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

## Exhibit "A"

Page 1 of 2

### LEGAL DESCRIPTION Parcel 321

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County Florida, being a portion of Lot 26 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida more particularly described as follows:

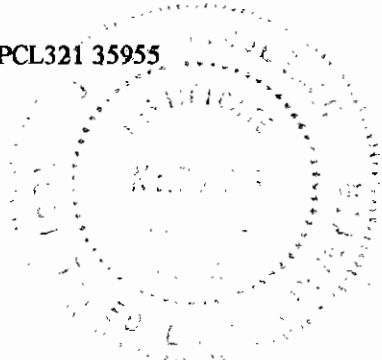
Commence at the southeast corner of Lot 26 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida, thence S.88°58'04"W. along the south line of said Lot 26 for 107.50 feet to the point of beginning of the herein described parcel of land; thence continue S.88°58'04"W. along said south line for 40.01 feet to the point of curvature of a circular curve concave to the northeast; thence westerly and northwesterly along the arc of said curve having for its elements a radius of 30.00 feet and a central angle of 44°42'05" for 23.41 feet to an intersection with the northerly line of said Lot 26; thence N.43°40'09"E. along said northerly line for 86.87 feet; S.01°01'56"E. for 70.42 feet to the point of beginning.

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

Date: 12 JAN 05

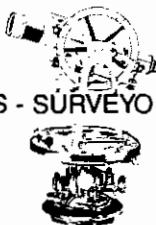
James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

BWLKPCL321 35955



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

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



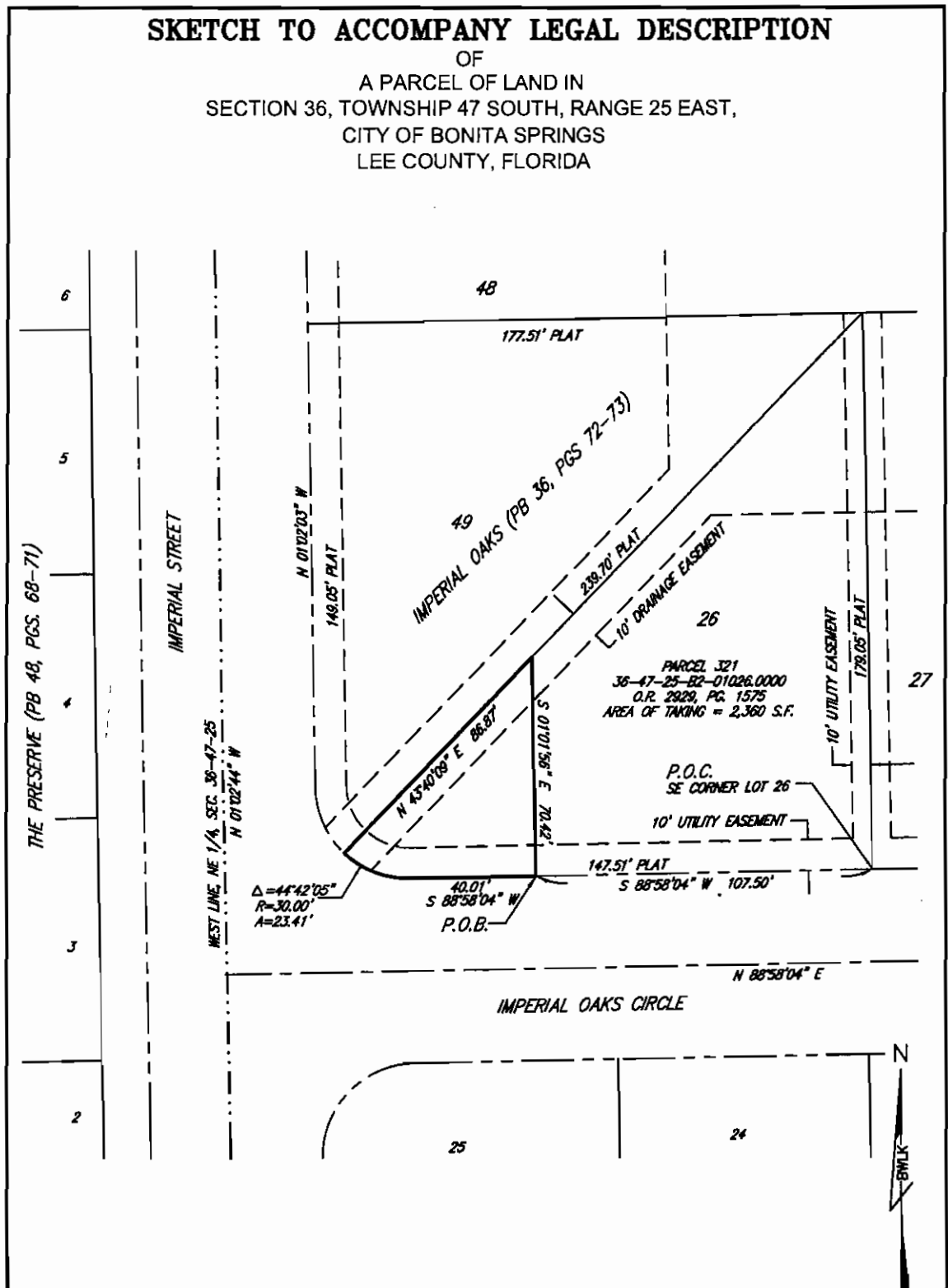
ASSOCIATES:  
TRACY N. BEAN, AICP  
CHARLES D. KNIGHT, PSM  
W. BRITT POMEROY, JR., PSM  
STEPHEN H. SKORUPSKI, PSM  
ELWOOD FINEFIELD, PSM  
JAMES A. HESSLER, PSM  
JAMES R. COLEMAN, PSM  
RUDOLF A. NORMAN, PE

# 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 "A"

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

*[Signature]* DATE: 12/10/05  
JAMES R. COLEMAN  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NUMBER 3205

<b>Bean, Whitaker, Lutz &amp; Kareh, Inc. (20 4819)</b>					
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS					
13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-0910 (230) 481-1331					
PCL321.DWG					
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
01-18-05	35985	J.R.C.	1" = 40'	1 OF 1	36-47-25



**Division of County Lands**

**Ownership and Easement Search**


Search No. 21579/A

Date: December 18, 2002

Parcel: 321

Project: Imperial Street Widening,  
Project 4060

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

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner 

STRAP: 36-47-25-B2-01026.0000

**11-18-2005 TLM**

Effective Date: ~~December 4, 2002~~, at 5:00 p.m.

**Subject Property:** Lot 26, Imperial Oaks Subdivision according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 36, Pages 72 and 73, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Mary Ann Matthews, surviving joint tenant of Marilyn B. Mork, deceased**

by that certain instrument dated March 4, 1998, recorded March 4, 1998, in Official Record Book 2929, Page 1575, Public Records of Lee County, Florida.

**Easements:**

1. Ten foot (10') Utility Easement along the south lot line, as shown on Plat in Plat Book 36, Page 73, Public Records of Lee County, Florida. (affects project area)
2. Easement Dedication recited on Plat: All lots are subject to a ten foot (10') Utility Easement on all street lines. All lots are subject to a six foot (6') Utility Easement on side lot lines. (affects project area)

**NOTE (1):** For Information: There is a Right-Of-Way Agreement by and between Robert A. Lawhon, Jr. (the developer of the subdivision) and Bonita Springs Water System, Inc. granting an easement over and across the east side of Imperial Street for utility purposes, as recorded in Official Record Book 828, Page 34.

**NOTE (2):** For Information: The subdivision plat shows a five foot (5') strip of land lying between the existing road right-of-way for Imperial Street (being 25 feet in width from the centerline) and the boundary lines of the lots adjacent to the east of the street. According to the legal description for the subdivision, this strip is included in the platted land is dedicated to Lee County, as set forth on the recorded plat in Plat Book 36, Pages 72 and 73.

## Division of County Lands

### Ownership and Easement Search

Search No. 21579/A

Date: December 18, 2002

Parcel: 321

Project: Imperial Street Widening,

Project 4060

**NOTE (3):** There is a drainage easement across the northerly corner of Lot 26, as shown on plat, however, it does not directly affect the project area.

**NOTE (4):** Survivorship Affidavit executed by Mary Ann Matthews, recorded in Official Record Book 3759, Page 2714, Public Records of Lee County, Florida. The death certificate of Marilyn B. Mork is attached thereto.

**2004**

**Tax Status:** ~~2002~~ Ad Valorem Taxes are PAID IN FULL.

*(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.**

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

Table with columns for Valuation Section and COST APPROACH. Rows include ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, Dwelling, Appliances and Extras, Garage/Carport, Total Estimated Cost New, Less Physical/Functional/External, Depreciation, and INDICATED VALUE BY COST APPROACH.

Table with columns for SALES COMPARISON ANALYSIS and rows for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Price/Gross Living Area, Data and/or Verification Source, VALUE ADJUSTMENTS, and Adjusted Sales Price of Comparable.

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.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Rows include Date, Price and Data Source, for prior sales within year of appraisal.

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.

Additional comparable transfers have been listed above.

Table with columns for INDICATED VALUE BY SALES COMPARISON APPROACH and INDICATED VALUE BY INCOME APPROACH (if Applicable). Rows include Estimated Market Rent and Gross Rent Multiplier.

This appraisal is made [X] "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: Principal 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: 07/27/2005

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).

Table with columns for APPRAISER and SUPERVISORY APPRAISER (ONLY IF REQUIRED). Rows include Signature, Name, Date Report Signed, State Certification #, and Or State License #.

UNIFORM RESIDENTIAL APPRAISAL REPORT

**Property Description**  
 Property Address 27458 Imperial Oaks Circle City Bonita Springs State FL Zip Code 34135-6092  
 Legal Description See Scanned Addendum Page for Legal Description County Lee  
 Assessor's Parcel No. 36-47-25-B2-01026.0000 Tax Year 2005 R.E. Taxes \$ 2,086.14 Special Assessments \$ 0.00  
 Borrower Lee County Board of County Commis Current Owner Matthews, Mary Ann Occupant:  Owner  Tenant  Vacant  
 Property rights appraised  Fee Simple  Leasehold Project Type  PUD  Condominium (HUD/VA only) HOA \$ 0 /Mo.  
 Neighborhood or Project Name Imperial Oaks Map Reference 36-47-25 Census Tract 0505.00  
 Sale Price \$ N/A Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller None  
 Lender/Client Lee County Board of County Commis Address Division of County Lands, PO Box 398, Fort Myers, FL 33902  
 Appraiser Matthew S. Simmons Address 12600-1 World Plaza Lane, Bldg. #63, Fort Myers, FL 33907

**SUBJECT**

Location  Urban  Suburban  Rural Predominant occupancy Single family housing PRICE (\$000) AGE (yrs) Present land use % Land use change  
 Built up  Over 75%  25-75%  Under 25%  Owner 115 Low 0 One family 45  Not likely  Likely  
 Growth rate  Rapid  Stable  Slow  Tenant 1.15Mil+ High 100 Multi-family 5  In process  
 Property values  Increasing  Stable  Declining  Vacant (0-5%)  Vac. (over 5%) Commercial 15 To: 'Use' based primarily  
 Demand/supply  Shortage  In balance  Over supply  Vac. (over 5%) 275 25 Vacant 25 on zoning  
 Marketing time  Under 3 mos.  3-6 mos.  Over 6 mos.

**NEIGHBORHOOD**

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**  
 Neighborhood boundaries and characteristics: The subject's neighborhood boundaries are vacant acreage to the north, Interstate 75 to the east, Bonita Beach Road to the south, and Old U.S. Highway 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.):  
 The subject's neighborhood is comprised of fair to custom quality single family homes and multi-family properties of varying market appeal. The levels of maintenance in the subject's neighborhood are typically good. The subject property has adequate access to major roads via I-75 and Bonita Beach Rd.. The subject property is within acceptable proximity to banks, schools, emergency centers, and other supporting facilities.  
 Currently, property values are increasing with an average marketing time of less than three months. Employment in the area appears to be adequate and stable at this time.  
 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.):  
 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.

**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 N/A Approximate total number of units for sale in the subject project N/A  
 Describe common elements and recreational facilities: N/A

**SITE**

Dimensions 147X239X179 Sq. ft. +/-, See survey provided Topography Appears Level  
 Site area 21,390 Sq. ft. +/- Corner Lot  Yes  No Size Typical  
 Specific zoning classification and description RS-1/Single Family Residential Shape Appears Rectangular  
 Zoning compliance  Legal  Legal nonconforming (Grandfathered use)  Illegal  No zoning Drainage Adequate  
 Highest & best use as improved:  Present use  Other use (explain) View Residential  
 Utilities Public Other Off-site improvements Type Public Private Landscaping Average  
 Electricity  Street Paved   Driveway Surface Concrete  
 Gas  None Apparent Curb/gutter None   Apparent easements None Apparent  
 Water  Sidewalk None   FEMA Special Flood Hazard Area  Yes  No  
 Sanitary sewer  Street lights Arched   FEMA Zone AE Map Date 7/20/1998  
 Storm sewer  Alley None   FEMA Map No. 1251240510D

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): There are no apparent adverse easements, encroachments, or special assessments. Site improvements consist of sod, landscaping, utility connections, and concrete drive and walkways.

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	One	Foundation	Concrete	Slab	Yes	Area Sq. Ft.	N/A	Roof	<input type="checkbox"/>
No. of Stories	One	Exterior Walls	Stucco	Crawl Space	None Apparent	% Finished	N/A	Ceiling	<input type="checkbox"/>
Type (Det./Att.)	Detached	Roof Surface	Shingle	Basement	None	Ceiling	N/A	Walls	<input type="checkbox"/>
Design (Style)	Contemp	Gutters & Dwnspnts.	Aluminum	Sump Pump	None Apparent	Walls	N/A	Floor	<input type="checkbox"/>
Existing/Proposed	Existing	Window Type	Aluminium	Dampness	None Apparent	Floor	N/A	None	<input type="checkbox"/>
Age (Yrs.)	1998	Storm/Screens	No/Yes	Settlement	None Apparent	Outside Entry	N/A	Unknown	<input checked="" type="checkbox"/>
Effective Age (Yrs.)	5	Manufactured House	No	Infestation	None Apparent				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												N/A
Level 1	Area	1	1	1				3	2	Area		1,646
Level 2												

Finished area above grade contains: 6 Rooms; 3 Bedroom(s); 2 Bath(s); 1,646 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:
Floors	Allowance*	Type	Refrigerator	None	Fireplace(s) #	None <input type="checkbox"/>
Walls	Allowance*	Fuel	Range/Oven	Stairs	Patio	Garage # of cars
Trim/Finish	Allowance*	Condition	Disposal	Drop Stair	Deck	Attached Two Car
Bath Floor	Allowance*	COOLING	Dishwasher	Scuttle	Porch Screened	Detached
Bath Wainscot	Allowance*	Central	Fan/Hood	Floor	Fence	Built-In
Doors	Allowance*	Other	Microwave	Heated	Pool	Carport
*Average		Condition	Washer/Dryer	Finished	Entry	Driveway Adequate

Additional features (special energy efficient items, etc.): The subject features include vaulted ceilings, a screened porch, upgraded storm shutters, and a two car garage.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodelling/additions, etc.: The subject improvements are in average condition with no functional or external obsolescence observed.

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 apparent adverse environmental conditions present in the improvements, site, or immediate vicinity of the subject property.

## Sales Comparison Comments

Borrower/Client	Lee County Board of County Commissioners		
Property Address	27458 Imperial Oaks Circle		
City	Bonita Springs	County	Lee
		State	FL
		Zip Code	34135-6092
Lender	Lee County Board of County Commissioners		

### Description of the Take

The take area is 70 feet deep and 40 feet long at the right angle, as the take is the end of a triangular corner. The take runs along the southwestern edge of the property, on the corner of Imperial Street and Imperial Oaks Circle. The total take area is 2,360 square feet, as provided by the survey. There are no improvements in the take area.

### Value of the Part Taken

The Take will be a fee simple triangular parcel. Although the parcel is covered by a drainage and utility easement, many of the properties in the market area have similar conditions placed upon them and these conditions do not place an undue burden on the subject property. In the conclusion of the Land Value, we utilized \$6.25 per square foot. We will then apply this to the area of the Take as follows:

2,360	(Take Area - Square Feet)
X \$ 6.25	(Per Square Foot Value - Land)
\$ 14,750	(Value of the Part Taken - Land)
+ \$ 0	(Value of the Affected Improvements)
\$ 14,750	(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.

\$310,000	(Value of the Whole before Take)
<del>\$ 14,750</del>	(Value of the Part Taken)
\$295,250	(Remainder Value as Part of Whole)

### Remainder Value after Take

The Take area is being acquired for the construction of the Imperial Street Widening/Three Oaks Parkway Extension. The Take will contain northbound traffic lanes. As the presence of traffic lanes in a take area creates compensable damages, we have completed a proximity study for the effect of traffic on property values. This study can be found in the Data Book. We have studied the effect of busy four-lane roads, two-lane roads, and Interstate 75. This data revealed a range of 12% to 23% based on the size of the road. As the new Imperial Street will be a four lane road, but the subject will not front along the road, we will utilize a 20% damage factor.

\$310,000	(Value of the Whole before Take)
<del>1,646</del>	(Square Feet of Gross Living Area)
\$ 188.34	(Per Square Foot Value - Improvement)
X 80%	(20% Damages)
\$ 150.67	(After Take Per Square Foot Value - Improvement)
<del>X 1,646</del>	(Square Feet of Gross Living Area)
\$248,002	(Remainder Value after Take)
\$248,000	(Rounded)

### Severance Damages

Severance Damages are the difference in value between the Remainder Value as Part of Whole and the Remainder Value after Take.

\$295,250	(Remainder Value as Part of Whole)
<del>\$248,000</del>	(Remainder Value after Take)
\$ 47,250	(Severance Damages)

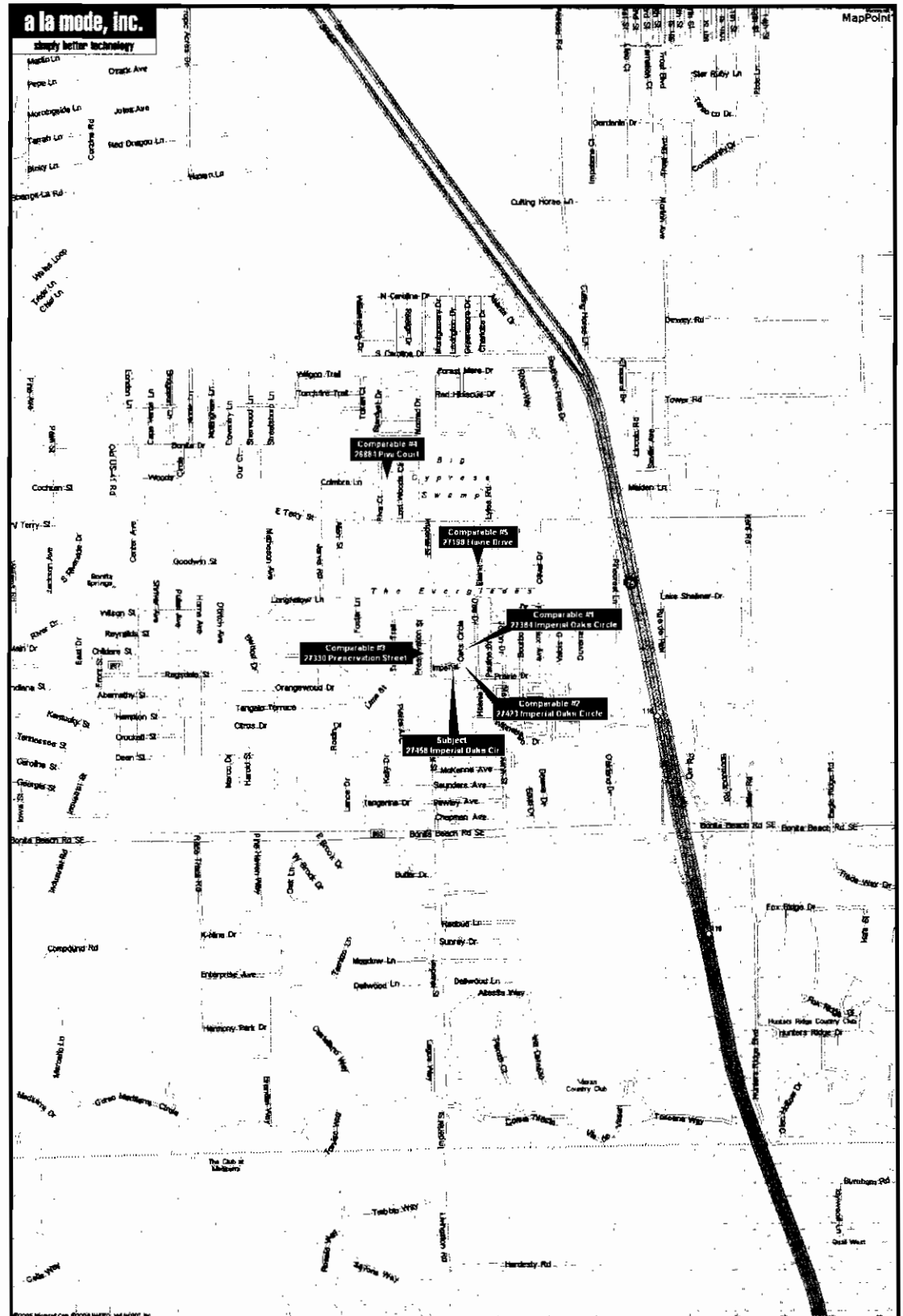
### Amount Due Owner

The Amount Due Owner is the Value of Part Taken plus any Severance Damages incurred, as follows:

Value of the Part Taken =	\$14,750
Severance Damages =	\$47,250
Amount Due Owner =	<b>\$62,000</b>

### Location Map

Borrower/Client Lee County Board of County Commissioners			
Property Address 27458 Imperial Oaks Circle			
City Bonita Springs	County Lee	State FL	Zip Code 34135-6092
Lender Lee County Board of County Commissioners			





*City of*  
**Bonita Springs**

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

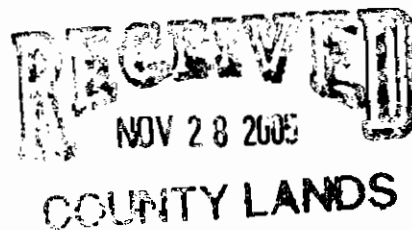
**Audrey E. Vance**  
City Attorney  
Tel. (239) 949-6254

**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



November 23, 2005

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

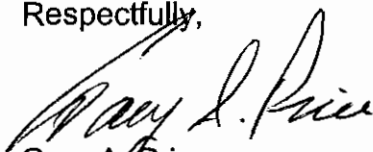
RE: Purchase Agreement – Imperial Street Widening Project  
Project No. 4060  
Parcels 315/606, 321, 336, 337, and 1015

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. 321

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

**NO SALES in PAST 5 YEARS**