

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

Blue Sheet No. 20051708

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$500,000 for Parcel 336, 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 **C6C** **5. Meeting Date:** 12-20-2005

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute 73 & 125 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other		8. Request Initiated: Commissioner Department Independent Division County Lands TLM #125/05 By: Karen L.W. Forsyth, Director <i>KLF</i>
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9. Background:

Negotiated for: Department of Transportation

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

Property Details:

Owner: James Harris and Constance L. Harris, husband and wife
Address: 27101 Imperial Street, Bonita Springs, FL 34135
STRAP No. 36-47-25-B2-00006.001A

Purchase Details:

Binding Offer Amount: \$500,000 (inclusive of attorney and expert fees/costs, and moving expenses)
 In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$500,000, and commence Eminent Domain procedures.

Appraisal Information:

Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$425,000
Date of Appraisal: July 25, 2005

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value (17.6%) 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>W. Michael Maxwell</i>	<i>W. Michael Maxwell</i>	Analyst	Risk	Grants	Mgr.	<i>HS 12/8/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: <i>W</i>
12-7-05
9:15
COUNTY ADMIN: <i>W</i>
FORWARDED TO: <i>W</i>
<i>W</i>
<i>W</i>

Rec. by CoAtty
Date: <i>12/5/05</i>
Time: <i>2:30pm</i>
Forwarded To:

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcels: 336
STRAP No.: 36-47-25-B2-00006.001A

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 James Harris and Constance L. Harris, husband and wife, hereinafter referred to as SELLER, whose address is Post Office Box 460, Bonita Springs, FL 34133, 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 42,291 square feet, more or less, improved with a single-family residence, and located at 27101 Imperial Street, Bonita Springs, Florida 34135, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property 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 Five Hundred Thousand Dollars (\$500,000), 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 (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 expert 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:

James Harris (DATE)

SELLER:

Constance L. Harris (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: James Harris and Constance L. Harris, husband and wife

PARCEL NO. 336

BUYER and SELLER hereby covenant that the Purchase Price recited herein, includes payment for attorney and expert fees and costs, moving expenses, all structures located on property, 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:

James Harris (DATE)

WITNESSES:

SELLER:

Constance L. Harris (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

1459 Cornell Place
Fort Myers, Florida 33919

Phone (239) 433-2070

Exhibit "A"

Page 1 of 2


LEGAL DESCRIPTION

Parcel 336

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 the northwest quarter of the northwest quarter of the northeast quarter of Section 36, Township 47 South, Range 25 East, thence N.89°02'47"E. along the south line of the northwest quarter of the northwest quarter of the northeast quarter of said Section 36 for 9.20 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 N.01°02'12"W. along said maintained right of way line for 131.97 feet to an intersection with the north line of that certain parcel of land described in Official Record Book 2699 at Page 2758 of the public records of Lee County, Florida; thence N.89°12'16"E. along said north line for 321.55 feet to an intersection with the east line of said parcel; thence S.01°01'28"E. along said east line for 131.09 feet to an intersection with the aforementioned south line of the northwest quarter of the northwest quarter of the northeast quarter of said Section 36; thence S.89°02'47"W. along said south line for 321.52 feet to the point of beginning.

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



Date: 29 APR 04

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCAPCL336

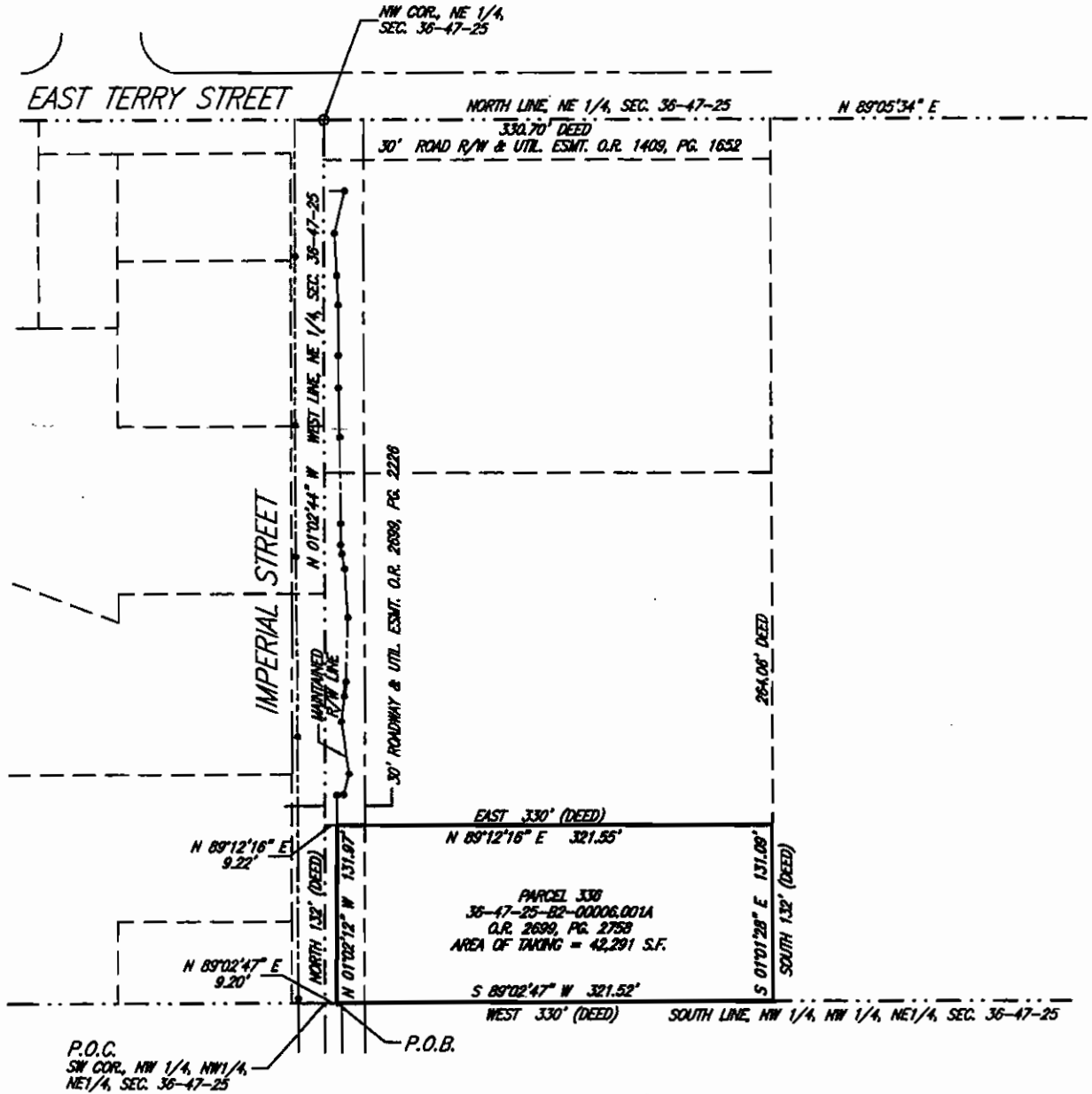


James R. Coleman & Associates, Inc.
 Land Surveying Consultants
 6838 Presidential Court, Unit 2
 Fort Myers, Florida 33909
 Phone: (239) 433-8070

DATE	JOB NO.	DRAWING NO.
APRIL, 2004	308456	PCL336

Exhibit "A"

Page 2 of 2

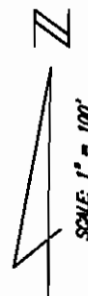


P.O.C.
 SW COR., NW 1/4, NW 1/4,
 NE 1/4, SEC. 36-47-25

P.O.B.

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 HEREIN 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
 JAMES R. COLEMAN
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205

DATE: 29 APR 04

IN-HOUSE TITLE SEARCH
Department of Public Works
County Lands

TO: Robert C. Clemens
Acquisition Program Manager

DATE: January 4, 1999

PARCEL : 336

PROJECT: ~~Livingston Road - Bonita Springs~~
~~#4056~~ IMPERIAL STREET #4060

FROM: Nancy A. Bell, CLS *NAB*
Real Estate Title Examiner

B2-00006, CDIA

STRAP: ~~36-47-25-00-00006.001A~~

11-18-2005

This search covers the period of time from January 1, 1940 at 8:00 a.m. to ~~December 16, 1998~~ at 5:00 p.m.

Subject Property: See Schedule "X"

Title to the subject property is vested in the following:

**James Harris and Constance L. Harris, husband and wife and
~~Alexander G. Osborne and Esther Ann Osborne, husband and wife~~**

By those certain instruments dated April 23, 1996, recorded April 25, 1996, in Official Record Book 2699, Page 2758, and dated January 20, 1977, recorded February 1, 1977 in Official Record Book 1180, Page 654, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Certified Judgment against a James Harris; recorded January 7, 1987 in Official Record Book 1890, Page 1317, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
3. County Lien against Constance L. Harris; recorded January 14, 1991 in Official Record Book 2197, Page 1932, Public Records of Lee County, Florida.
4. Certified Judgment against a James Harris; recorded March 14, 1991 in Official Record Book 2208, Page 2429 as re-certified and recorded January 23, 1998 in Official Record Book 2912, Page 4160, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
5. Certified Judgment against a James Walter Harris; recorded September 18, 1992 in Official Record Book 2328, Page 386, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Search No. 21568/A

IN-HOUSE TITLE SEARCH

DATE: January 4, 1999

PARCEL : 336

PROJECT: ~~Livingston Road - Bonita Springs~~
#4056 IMPERIAL ST #4060

6. Judgment against a James Harris; recorded September 13, 1995 in Official Record Book 2634, Page 3654, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
7. Certified Judgment against a James Harris; recorded March 17, 1997 in Official Record Book 2821, Page 913, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
8. Roadway and Utility Easement over and across the west thirty feet (30 ft.) of subject parcel, as recited on deed in Official Record Book 1180, Page 654, Public Records of Lee County, Florida.
9. Mortgage executed by James W. Harris, a/k/a James Harris and Constance L. Harris, husband and wife; in favor of Nations Bank, N.A.; dated August 29, 1997, recorded September 9, 1997, in Official Record Book 2864, Page 2220, Public Records of Lee County, Florida.

NOTE: A Quit Claim Deed executed by Alexander G. Osborne and Esther Ann Osborne, husband and wife, may be necessary in order to release their interest in the subject property due to the inaccurate legal description on the deed where they conveyed out as grantors in Official Record Book 2144, Page 3473, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

STRAP No. 36-47-25-00-00006.001A

2004 1998 Taxes: Paid in Full on 11/20/98 in the amount of \$2,999.34

Back Taxes: None

Garbage: Prior Customer No. 001-13377 is shown as paid in full; current fees will be included in tax bill.

Assessments: None

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.

H:\POOL\LVN4056\TITLE\21568A.WPD/le

Schedule X

Parcel

Livingston Road - Bonita Springs

Search No. 21568/A

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 132 FEET; THENCE EAST 330 FEET; THENCE SOUTH 132 FEET TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST 330 FEET TO THE POINT OF BEGINNING. SUBJECT TO A ROADWAY AND UTILITY EASEMENT OVER AND ACROSS THE WEST 30 FEET THEREOF AND TOGETHER WITH THE NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS FOR ROADWAY PURPOSES OVER AND ACROSS THE WEST 30 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Property Description		Property Address 27101 Imperial St		City Bonita Springs		State FL		Zip Code 34135-5832																																																																																																	
Legal Description See Legal Description page		County Lee		Assessor's Parcel No. 36-47-25-B2-00006.001A		Tax Year 2005		R.E. Taxes \$ 4,322.01																																																																																																	
Special Assessments \$ 0.00		Borrower N/A		Current Owner Harris, James & Constance L		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 <input type="checkbox"/> PUD		<input type="checkbox"/> Condominium (HUD/VA only)		HOA \$ 0 /Mo.																																																																																																	
Neighborhood or Project Name Bonita Springs		Map Reference 36-47-25		Census Tract 0505.00		Sale Price \$ N/A		Date of Sale N/A																																																																																																	
Lender/Client Lee County Board of County Commission		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																																																																																																			
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant occupancy <input checked="" type="checkbox"/> Owner		Single family housing PRICE \$(000) 115		AGE (yrs) 0		Present land use % One family 45																																																																																																	
Built up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		<input type="checkbox"/> Tenant		1,150+ High 100		2-4 family 8		<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely																																																																																																	
Growth rate <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		<input type="checkbox"/> Vacant (0-5%)		Predominant		Multi-family 7		<input type="checkbox"/> In process																																																																																																	
Property values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining		<input type="checkbox"/> Vac. (over 5%)		275		Commercial 15		To: 'Use' based primarily on zoning																																																																																																	
Demand/supply <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In balance <input type="checkbox"/> Over supply						Vacant 25																																																																																																			
Marketing time <input checked="" type="checkbox"/> Under 3 mos. <input type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.																																																																																																									
<p>Note: Race and the racial composition of the neighborhood are not appraisal factors.</p> <p>Neighborhood boundaries and characteristics: The subject's neighborhood boundaries are E Terry Street to the north, Interstate 75 to the east, Bonita Beach Road to the south, and Old 41 Road to the west.</p> <p>Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):</p> <p>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.</p> <p>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.</p> <p>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.):</p> <p>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.</p>																																																																																																									
<p>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</p> <p>Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____</p> <p>Describe common elements and recreational facilities: _____</p>																																																																																																									
<p>Dimensions 132 X 325 Sq. ft. +/-, See attached survey</p> <p>Site area 42,291 sq. ft. +/-</p> <p>Specific zoning classification and description AG-2 (Zoning)/Mod. Den. SF Res. (Land Use)</p> <p>Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning</p> <p>Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain) _____</p> <p>Utilities Public <input checked="" type="checkbox"/> Other _____</p> <p>Electricity <input checked="" type="checkbox"/> Gas <input type="checkbox"/> None Apparent</p> <p>Water <input checked="" type="checkbox"/> Sanitary sewer <input checked="" type="checkbox"/> Storm sewer <input type="checkbox"/> None</p> <p>Off-site Improvements Type Public Private</p> <p>Street Paved <input checked="" type="checkbox"/> Curb/gutter None <input type="checkbox"/> Sidewalk None <input type="checkbox"/> Street lights Arched <input checked="" type="checkbox"/> Alley None <input type="checkbox"/></p> <p>Topography Appears Level</p> <p>Size Typical</p> <p>Shape Appears Rectangular</p> <p>Drainage Adequate</p> <p>View Residential</p> <p>Landscaping Average</p> <p>Driveway Surface Concrete</p> <p>Apparent easements None Apparent</p> <p>FEMA Special Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>FEMA Zone AE Map Date 7/20/1998</p> <p>FEMA Map No. 1251240510D</p> <p>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.</p>																																																																																																									
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<p>Additional features (special energy efficient items, etc.): The subject features include carpet/tile flooring, appliances, plant shelves, recessed lighting, a surround sound system, crown molding, volume/cathedral ceilings, and an open porch/balcony.</p> <p>Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: The subject improvements are in average condition with no functional or external obsolescence observed.</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: There are no apparent adverse environmental conditions present in the improvements, site, or immediate vicinity of the subject property.</p>																																																																																																									

Valuation Section

UNIFORM RESIDENTIAL APPRAISAL REPORT

ESTIMATED SITE VALUE	= \$	175,000
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 2,738 Sq. Ft. @\$ 85.00	= \$	232,730
Sq. Ft. @\$	=	
Appliances and Extra/Upgrades, Porch	=	15,000
Garage/Carport 1,154 Sq. Ft. @\$ 35.00	=	40,390
Total Estimated Cost New	= \$	288,120
Less Physical Functional External		
Depreciation 48,030	= \$	48,030
Depreciated Value of Improvements	= \$	240,090
As-is Value of Site Improvements	= \$	15,000
INDICATED VALUE BY COST APPROACH	= \$	430,090

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 50 years.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	27101 Imperial Street Bonita Springs	9779 Connecticut Street Bonita Springs	26807 Spanish Gardens Drive Bonita Springs	27670 Pinecrest Lane Bonita Springs
Proximity to Subject		1.87 miles	0.48 miles	0.72 miles
Sales Price	\$ N/A	\$ 325,000	\$ 355,000	\$ 349,000
Price/Gross Living Area	\$ /sq. ft.	\$ 132.11 /sq. ft.	\$ 161.73 /sq. ft.	\$ 232.05 /sq. ft.
Data and/or Verification Source	Current Inspection	MLS/FARES and/or Tax Record County OR#4719/3421	MLS/FARES and/or Tax Record County OR#4786/2024	MLS/FARES and/or Tax Record County OR#4757/4680
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing Concessions		Conventional None Known	Cash None Known	Conventional None Known
Date of Sale/Time		04/28/2005	04/28/2005	04/29/2005
Location	Suburban	Suburban	Suburban	Suburban
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	42,291 sq. ft. +/-	12,600 Sq. ft. +55,000	11,255 Sq. ft. +60,000	72,900 Sq. ft. -55,000
View	Residential	Residential	Residential	Residential/Creek -20,000
Design and Appeal	Contemporary	Contemporary	Contemporary	Contemporary
Quality of Construction	Average	Average	Average	Average
Age	1990	1987 Equal	2000 -21,000	1989 Equal
Condition	Average	Average	Average	Average
Above Grade	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths
Room Count	8 : 4 : 3	8 : 3 : 2.5 +1,500	8 : 4 : 2 +3,000	8 : 2 : 2.5 +1,500
Gross Living Area	2,738 Sq. Ft.	2,460 Sq. Ft. +11,120	2,195 Sq. Ft. +21,720	1,504 Sq. Ft. +49,360
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	2 Car Garage	2 Car Garage	2 Car Garage	Open Parking +20,000
Porch, Patio, Deck, Fireplace(s), etc.	Open Porch	Screened Porch Equal	Screened Porch Equal	Screened Porch Equal
Fence, Pool, etc.	None	Pool Package -20,000	None	Spa Package -5,000
	2 Car Det Garage	None +10,000	None +10,000	None +10,000
Net Adj. (total)		⊗ + ⊖ - \$ 57,620	⊗ + ⊖ - \$ 73,720	⊗ + ⊖ - \$ 860
Adjusted Sales Price of Comparable		\$ 382,620	\$ 428,720	\$ 349,860

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 \$349,860 to \$486,740 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	02/28/2003 \$231,300 OR#3872/639	05/06/2004 \$265,000 OR#4311/4571	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.

Additional comparable transfers listed above.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 425,000

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: 08/10/2005

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).

(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 \$ 425,000

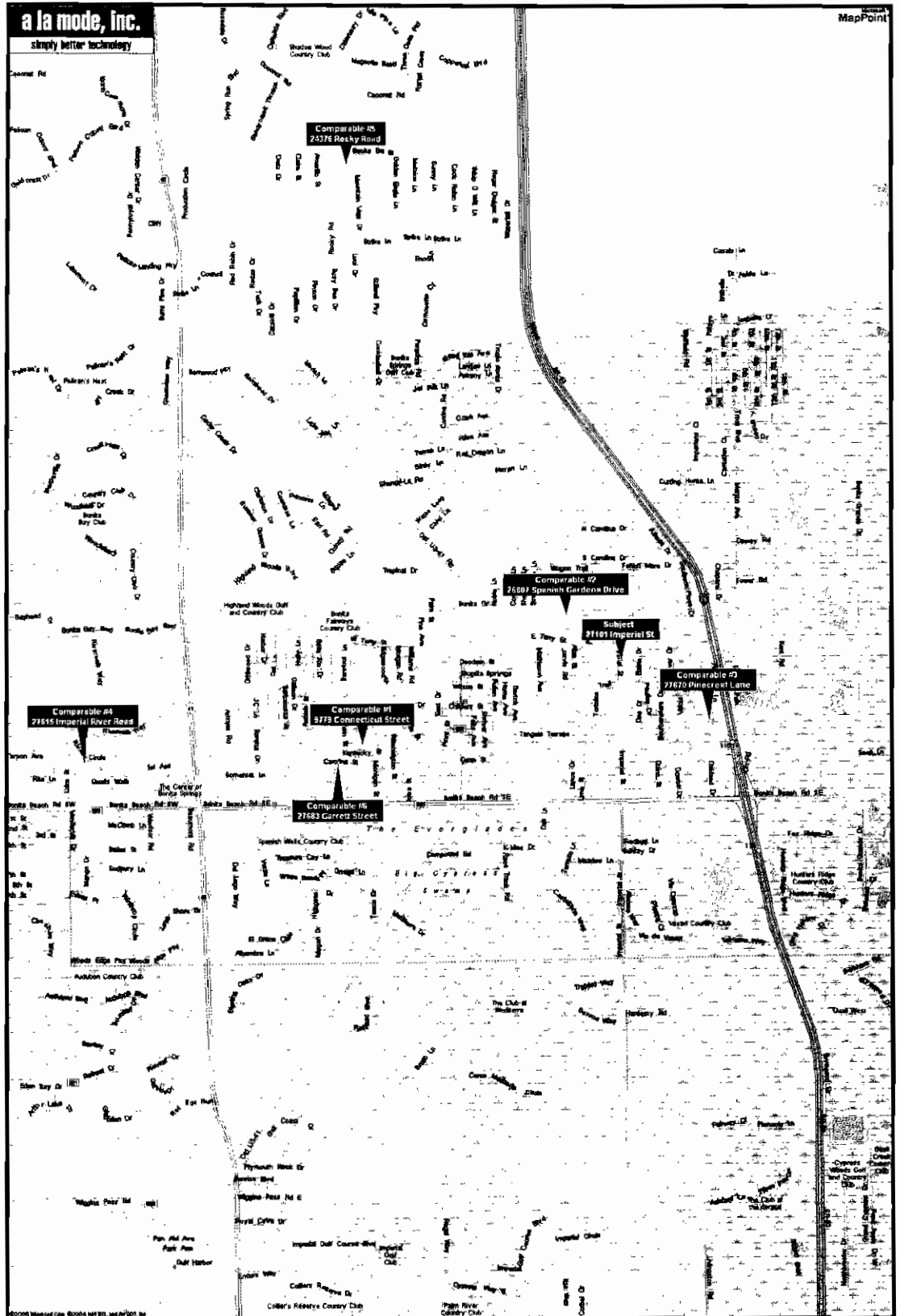
APPRAISER: Signature *Matthew S. Simmons* Name Matthew S. Simmons Date Report Signed August 10, 2005 State Certification # State

SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature *W. Michael Maxwell* Name W. Michael Maxwell, MAI, SRA Date Report Signed August 10, 2005 State Certification # State Certified General Appraiser, RZ 55 State FL

Did Did Not Inspect Property

Location Map

Borrower/Client N/A			
Property Address 27101 Imperial St			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5832
Lender Lee County Board of County Commissioners			





RECEIVED
NOV 28 2005
COUNTY LANDS

November 23, 2005

*City of
Bonita Springs*

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

Jay Arend
Mayor

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

Gary A. Price
City Manager
Tel. (239) 949-6238

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

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

Public Works
Tel: (239) 949-6246

Code Enforcement
Tel: (239) 949-6257

Parks & Recreation
Tel: (239) 992-2556

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

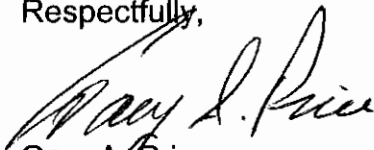
RE: Purchase Agreement – Imperial Street Widening Project
Project No. 4060
Parcels 315/606, 321, 336, 337, and 1015

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. 336

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS