

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

Blue Sheet No. 20051715

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$275,000 for Parcel 1015, 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 **CGE** **5. Meeting Date:** 12-20-2005

6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent		<input checked="" type="checkbox"/> Statute	73 & 125	Commissioner	
<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		Department	Independent
<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code		Division	County Lands TLM 12/2/05
<input type="checkbox"/> Public		<input type="checkbox"/> Other		By:	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 8,873 square feet of land from an improved residential parcel. This is a partial acquisition and will require the acquisition of the home.

Property Details:
Owner: Felix Gonzalez and Maria Isabel Gonzalez, husband and wife
Address: 11480 East Terry Street, Bonita Springs, FL 34135
STRAP No. 36-47-25-B1-00006.0030

Purchase Details:
Binding Offer Amount: \$275,000 (inclusive of attorney and expert fees/costs, and severance damages to the remainder)
 In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$275,000, and commence Eminent Domain procedures.

Appraisal Information:
Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$231,000 (\$135,955 value of land and \$95,045 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%) 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.

Acconnt: 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>12/17/05</i>	<i>12/17/05</i>	Analyst	Risk	Grants	Mgr.	<i>12/18/05</i>
					<i>12/17/05</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>LW</i>
12-17-05
2:15
COUNTY ADMIN FORWARDED TO: <i>11</i>

Rec. by CoAtty
Date: <i>12/15/05</i>
Time: <i>2:30pm</i>
Forwarded To: <i>11/10/05</i>

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcel: 1015
STRAP No.: 36-47-25-B1-00006.0030

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 Felix Gonzalez and Maria Isabel Gonzalez, husband and wife, hereinafter referred to as SELLER, whose address is 11480 East Terry 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 parcel of land consisting of 8,873 square feet, more or less, and located at 11480 East Terry 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, inclusive of damages to the remainder, ("Purchase Price") will be Two Hundred Seventy Thousand Dollars (\$275,000), 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:

Felix Gonzalez (DATE)

SELLER:

Maria Isabel Gonzalez (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

Page 1 of 2

BUYER: Lee County

SELLER: Felix Gonzalez and Maria Isabel Gonzalez, husband and wife

PARCEL NO. 1015

1. BUYER and SELLER hereby covenant that the Purchase Price recited herein, includes payment for severance damages, 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).
2. 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.
3. 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.
4. SELLER understands the structure is being severed by the road project and that the entire structure must be demolished. The purchase price set forth in Item 1 above specifically includes payment for severance damages attributable to the loss of the portion of the structure on SELLER's remaining property.
5. SELLER grants permission to the BUYER, its employees, consulting engineers, contractors, agents, and other representatives the right to enter upon and to have exclusive possession of the property described in attached Exhibit "B", in order to demolish the structure located on the subject property. This right of entry will commence upon written notice from the BUYER to the SELLER prior to the start of demolition and will expire upon the completion of said demolition.
6. BUYER, its successors, and assigns shall require all contractors acting pursuant to Item 5 above to provide insurance or other monetary assurance to indemnify and hold the SELLER harmless for any consequential damages incurred by SELLER in connection with damage caused by BUYER, its employees, consulting engineers, contractors, agents, and other representatives as a result of the aforesaid access and demolition.
7. BUYER, at its expense, will pay all costs and fees associated with demolition of the structure, and removal of the debris from the property.

SPECIAL CONDITIONS

Page 2 of 2

8. All terms set forth in Items 2, 4, 5, 6, and 7 of the Special Conditions will survive the closing of this transaction.

WITNESSES:

WITNESSES:

SELLER:

Felix Gonzalez (DATE)

SELLER:

Maria Isabel Gonzalez (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@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 1 of 2

LEGAL DESCRIPTION

Parcel 1015 (Revised 06-03-05)

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

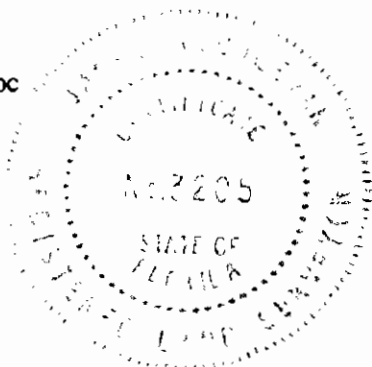
Commence at the northeast corner of the northwest quarter of Section 36, Township 47 South, Range 25 East, thence S.01°02'44"E. along the east line of said northwest quarter for 25.00 feet to an intersection with a line parallel with and 25.00 feet south of as measured at right angles to the north line of said northwest quarter; thence S.88°59'29"W. along said parallel line for 335.01 feet to the point of beginning of the herein described parcel of land; thence continue S.88°59'29"W. along said line for 95.08 feet to the point of curvature of a circular curve concave to the southeast; thence westerly, southwesterly and southerly along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of 90°01'02" for 39.28 feet to the point of tangency; thence S.01°01'33"E. for 49.99 feet to an intersection with a line parallel with and 100.00 feet south of as measured at right angles to the north line of said northwest quarter; thence N.88°59'29"E. along said parallel line for 120.11 feet; thence N.01°02'44"W. for 75.00 feet to the point of beginning.

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

Date: 03 JUN 05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

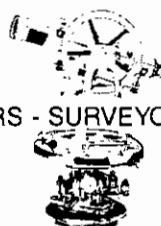
Pc11015.doc



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



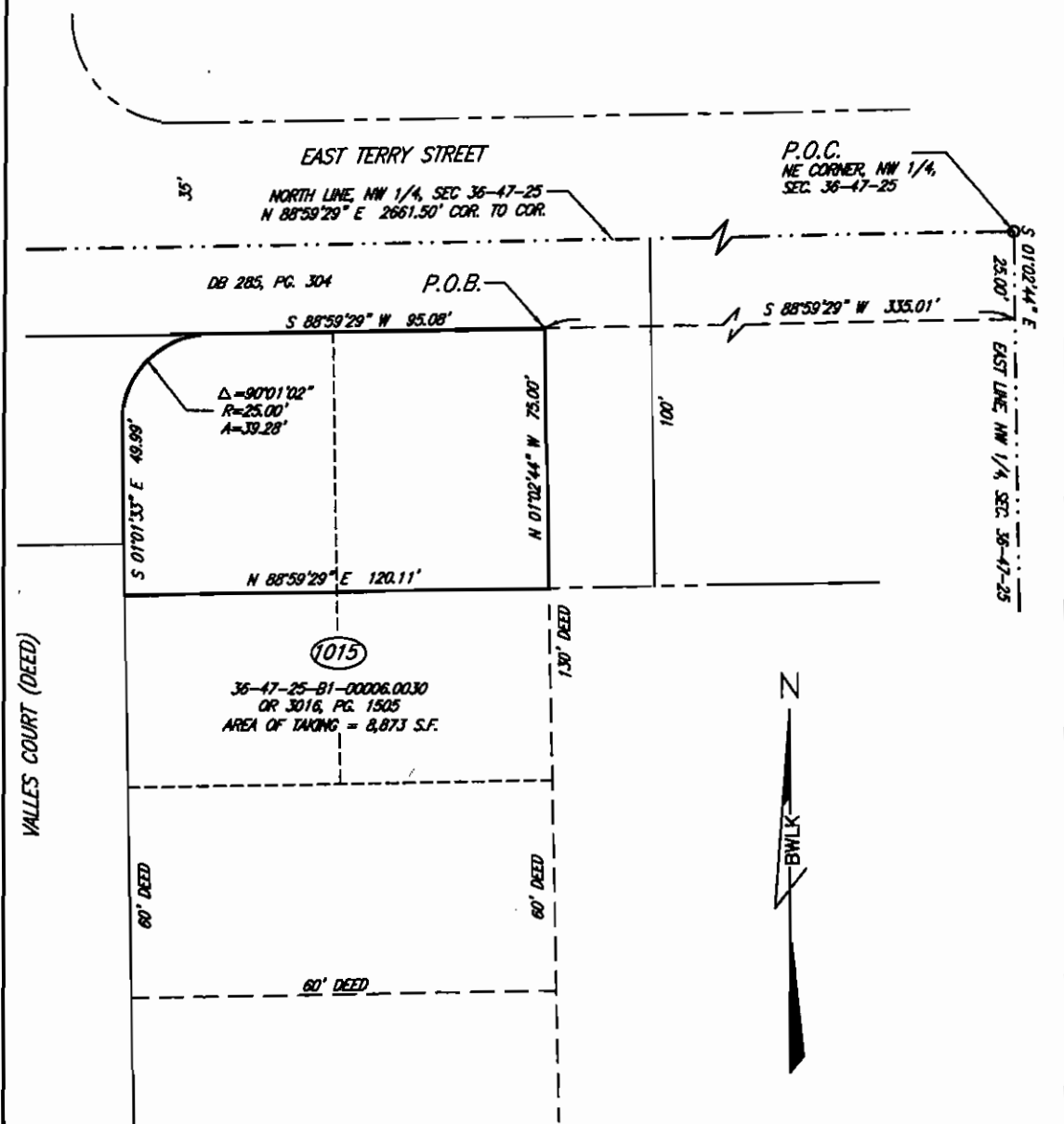
ASSOCIATES:

- 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



(1015)
36-47-25-B1-00006.0030
OR 3016, PG. 1505
AREA OF TAKING = 8,873 S.F.



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
James R. Coleman
DATE: 03/06/05
JAMES R. COLEMAN (FOR THE FIRM)
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (28 4818)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
18041-1 MOOREBORO BOULEVARD, FORT MYERS, FLORIDA 33919-8910 (238) 481-1331

Proj 1015.dwg	DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (3-2-0)
06-03-05	03/06/05	35855	J.R.C.	1" = 40'	1 OF 1	36-47-25

Exhibit "B"

Imperial Street Widening Project #4060

STRAP No. 36-47-25-B1-00006.0030

Lots 24, 25 and 26 of VALLES CROSSROADS, an unrecorded subdivision in the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of the Northwest quarter (NW1/4) of Section 36, Township 47 South, Range 25 East, said lots being more specifically described as follows:

Beginning at the Northeast corner of said Northeast quarter (NE1/4) of Northeast quarter (NE1/4) of Northwest quarter (NW1/4), run South along the East line of said fractional section to a point 25 feet South of the North line of said fractional section; thence deflect right $90^{\circ}02'47''$ and run along the South line of Terry Street extended East to a point 25 feet West of said East line of said fractional section; thence continue Westerly along said South line of Terry Street extended a distance of 310 feet to a point which is the Northeast corner of said Lot 26; thence continue Westerly along said South line of Terry Street extended a distance of 100 feet to the Point of Beginning of the parcel herein conveyed. From said Point of Beginning run Easterly along the South line of Terry Street a distance of 40 feet to the Northeast corner of Lot 25; thence continue Easterly along the South line of said Terry Street a distance of 60 feet to the Northeast corner of Lot 26; thence deflect right 90° and run Southerly along the East line of said Lot 26 a distance of 130 feet to a point which is the Southeast corner of said Lot 26 and the Northeast corner of Lot 24; thence continue Southerly along the same course a distance of 60 feet to the Southeast corner of said Lot 24; thence deflect right 90° and run Westerly along the South line of said Lot 24 a distance of 120 feet to a point on the East line of a private street 50 feet wide known as Valles Court, which point is the Southwest corner of said Lot 24; thence deflect right 90° and run North along the West line of Lot 24 and the East line of Valles Court a distance of 60 feet to the Northwest corner of said Lot 24, said point also being the Southwest corner of Lot 25; thence continue along the same course, being the West line of Lot 25 and the East line of said Valles Court a distance of 110 feet to a point of curvature; thence run along a curve to the right of radius 20 feet through a delta angle of 90° a distance of 31.25 feet to the Point of Beginning. (The Southwest corner of Lot 26 is located on the North line of said Lot 24, 60 feet West of the Southeast corner of said Lot 26).

TOGETHER WITH an easement for access over the aforesaid Terry Street and Valles Court.

Division of County Lands

Ownership and Easement Search

Search No. 22467

Date: April 11, 2003

Parcel: 1015

Project: Imperial Street Widening
#4060

To: Teresa L. Mann, SRWA
Property Acquisition Agent

From: Kenneth Pitt
Real Estate Title Examiner

STRAP: 36-47-25-B1-00006.0030

11-18-2005

Effective Date: ~~March 8, 2003~~, at 5:00 p.m.

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

Felix Gonzalez and Maria Isabel Gonzalez as an estate by the entirety.

by that certain instrument dated September 18, 1998, recorded September 28, 1998, in Official Record Book 3016, Page 1505, Public Records of Lee County, Florida.

Easements:

1. Access Easement over Terry Street and Valles Court as recited in a Deed recorded in Official Record Book 452, Page 785, Public Records of Lee County, Florida.

NOTE(1): Property subject to a mortgage in the original sum of \$69,900.00 between Felix and Maria Isabel Gonzalez and Cape Coral National Bank, recorded in Official Record Book 3049, Page 1329. Said mortgage was later modified by Agreement recorded in Official Record Book 3176, Page 2802. Said mortgage was later assigned to Impac Funding Corporation in Official Record Book 3176, Page 2805 and again assigned by Official Record Book 3736, Page 7 to Norwest Bank Minnesota, National Association.

NOTE(2): Subject to the following judgements: vs Maria Gonzales in the sum of \$500.00 Recorded in Official Record Book 2302 Page 560, vs Maria Gonzalez in the sum of \$86.50 recorded in Official Record Book 2694 Page 1402, vs Maria I. Gonzalez in the \$163.60 recorded in Official Record Book 2781 Page 1760.

Tax Status: ~~\$1,444.50~~ paid on November 18, ²⁰⁰⁵ ~~2002~~ for tax year ~~2002~~: ²⁰⁰⁵
(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.

Schedule X

Parcel 1015

Project: Imperial Street Widening #4060

Search No. 22467

Lots 24, 25 and 26 of VALLES CROSSROADS, an unrecorded subdivision in the Northeast quarter (NE1/4) of the Northeast quarter (NE1/4) of the Northwest quarter (NW1/4) of Section 36, Township 47 South, Range 25 East, said lots being more specifically described as follows:

Beginning at the Northeast corner of said Northeast quarter (NE1/4) of Northeast quarter (NE1/4) of Northwest quarter (NW1/4), run South along the East line of said fractional section to a point 25 feet South of the North line of said fractional section; thence deflect right $90^{\circ}02'47''$ and run along the South line of Terry Street extended East to a point 25 feet West of said East line of said fractional section; thence continue Westerly along said South line of Terry Street extended a distance of 310 feet to a point which is the Northeast corner of said Lot 26; thence continue Westerly along said South line of Terry Street extended a distance of 100 feet to the Point of Beginning of the parcel herein conveyed. From said Point of Beginning run Easterly along the South line of Terry Street a distance of 40 feet to the Northeast corner of Lot 25; thence continue Easterly along the South line of said Terry Street a distance of 60 feet to the Northeast corner of Lot 26; thence deflect right 90° and run Southerly along the East line of said Lot 26 a distance of 130 feet to a point which is the Southeast corner of said Lot 26 and the Northeast corner of Lot 24; thence continue Southerly along the same course a distance of 60 feet to the Southeast corner of said Lot 24; thence deflect right 90° and run Westerly along the South line of said Lot 24 a distance of 120 feet to a point on the East line of a private street 50 feet wide known as Valles Court, which point is the Southwest corner of said Lot 24; thence deflect right 90° and run North along the West line of Lot 24 and the East line of Valles Court a distance of 60 feet to the Northwest corner of said Lot 24, said point also being the Southwest corner of Lot 25; thence continue along the same course, being the West line of Lot 25 and the East line of said Valles Court a distance of 110 feet to a point of curvature; thence run along a curve to the right of radius 20 feet through a delta angle of 90° a distance of 31.25 feet to the Point of Beginning. (The Southwest corner of Lot 26 is located on the North line of said Lot 24, 60 feet West of the Southeast corner of said Lot 26).

TOGETHER WITH an easement for access over the aforesaid Terry Street and Valles Court.

Gonzalez

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 507139

Property Description		Property Address 11480 East Terry St ✓		City Bonita Springs		State FL		Zip Code 34135-5827																	
Legal Description See attached addendum for legal description		Assessor's Parcel No. 36-47-25-B1-00006.0030 ✓		Tax Year 2005		R.E. Taxes \$ 1,495.33		Special Assessments \$ 0.00																	
Borrower N/A		Current Owner Gonzalez, Felix & Maria		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 0504.00																					
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 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		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) 115		AGE (yrs) Low 0		Present land use % One family 45		Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely																	
		1.15Mil+ High 100		Predominant		2-4 family 10		Multi-family 5		To: 'Use' based primarily on zoning															
		275		25		Commercial 15		Vacant 25																	
Note: Race and the racial composition of the neighborhood are not appraisal factors.																									
Neighborhood boundaries and characteristics: The subject's neighborhood boundaries are North Carolina Drive to the north, Interstate 75 (SR 93) to the east, Bonita Beach Road (CR 865) to the south, and Old U.S. Highway 41 (CR 887) 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 Road. 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.																									
Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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																									
Dimensions 120' X 190' +/-, per attached survey ✓		Site area 22,673 sq. ft. +/- ✓		Corner Lot <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Topography Level		Size Typical		Shape Rectangular															
Specific zoning classification and description RS-1 (Zoning)/Mod. Den. Single Family (Land Use)		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)		View Residential		Landscaping Average		Driveway Surface Concrete/Gravel															
Utilities Public <input checked="" type="checkbox"/> Other		Off-site Improvements Type Public Private		Electricity <input checked="" type="checkbox"/> Street Paved <input type="checkbox"/> Gas <input type="checkbox"/> None Apparent <input type="checkbox"/> Curb/gutter None <input type="checkbox"/> Water <input checked="" type="checkbox"/> Sidewalk None <input type="checkbox"/> Sanitary sewer <input checked="" type="checkbox"/> Street lights Arched <input type="checkbox"/> Storm sewer <input checked="" type="checkbox"/> Alley None <input type="checkbox"/>		FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		FEMA Zone X500		Map Date 7/20/1998		FEMA Map No. 1251240510D													
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): 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 & Dwnspts. Aluminum			Sump Pump None Apparent			Walls N/A			Floor <input type="checkbox"/>													
Existing/Proposed Existing			Window Type Aluminum			Dampness None Apparent			Floor N/A			None <input type="checkbox"/>													
Age (Yrs.) 1999			Storm/Screens No/Yes			Settlement None Apparent			Outside Entry N/A			Unknown <input checked="" type="checkbox"/>													
Effective Age (Yrs.) 6			Manufactured House No			Infestation None Apparent																			
ROOMS		Foyer		Living		Dining		Kitchen		Den		Family Rm.		Rec. Rm.		Bedrooms		# Baths		Laundry		Other		Area Sq. Ft.	
Basement																3		2		Area				N/A	
Level 1		Area		1		1		1																1,281	
Level 2																									
Finished area above grade contains: 6 Rooms; 3 Bedroom(s); 2 Bath(s); 1,281 Square Feet of Gross Living Area																									
INTERIOR				HEATING				KITCHEN EQUIP.				ATTC				AMENITIES				CAR STORAGE:					
Floors Allowance*				Type Central				Refrigerator <input checked="" type="checkbox"/>				None <input type="checkbox"/>				Fireplace(s) # <input type="checkbox"/>				None <input type="checkbox"/>					
Walls Drywall*				Fuel No				Range/Oven <input checked="" type="checkbox"/>				Stairs <input type="checkbox"/>				Patio <input type="checkbox"/>				Garage # of cars					
Trim/Finish Wood*				Condition Average				Disposal <input checked="" type="checkbox"/>				Drop Stair <input type="checkbox"/>				Deck <input type="checkbox"/>				Attached Two Car					
Bath Floor Allowance*				COOLING				Dishwasher <input checked="" type="checkbox"/>				Scuttle <input checked="" type="checkbox"/>				Porch Under Truss <input checked="" type="checkbox"/>				Detached					
Bath Wainscot Allowance*				Central Yes				Fan/Hood <input checked="" type="checkbox"/>				Floor <input type="checkbox"/>				Fence <input type="checkbox"/>				Built-In					
Doors Wood*				Other None				Microwave <input checked="" type="checkbox"/>				Heated <input type="checkbox"/>				Pool /Spa Pkg. <input checked="" type="checkbox"/>				Carpot					
*Average				Condition Average				Washer/Dryer <input checked="" type="checkbox"/>				Finished <input type="checkbox"/>				Entry <input checked="" type="checkbox"/>				Driveway Adequate					
Additional features (special energy efficient items, etc.): Only a partial interior inspection was able to be completed, therefore we have made an allowance for some items. The subject features include vaulted ceilings, a two car garage, and a pool and spa package.																									
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.																									
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.																									

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

ESTIMATED SITE VALUE	= \$ 128,000	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 56 years.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 1,281 Sq. Ft. @ \$ 85.00	= \$ 108,885	
Sq. Ft. @ \$	=	
Appliances & Extras/Upgrades, Pool/Spa	= 50,000	
Garage/Carport 441 Sq. Ft. @ \$ 35.00	= 15,435	
Total Estimated Cost New	= \$ 174,320	
Less Physical Functional External	=	
Depreciation 17,432	= \$ 17,432	
Depreciated Value of Improvements	= \$ 156,888	
As-Is Value of Site Improvements	= \$ 20,000	
INDICATED VALUE BY COST APPROACH	= \$ 304,888	

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	11480 East Terry St Bonita Springs	27384 Imperial Oaks Circle Bonita Springs	26651 Coventry Lane Bonita Springs	26837 Lost Woods Circle Bonita Springs
Proximity to Subject		0.45 miles	0.64 miles	0.22 miles
Sales Price	\$ N/A	\$ 259,900	\$ 247,000	\$ 236,000
Price/Gross Living Area	\$ 176.20	\$ 197.60	\$ 183.09	
Data and/or Verification Source	Current Inspection	MLS/FARES and/or Tax Record County OR#4746/340	MLS/FARES and/or Tax Record County OR#4817/4356	MLS/FARES and/or Tax Record County OR#4654/3454
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing Concessions		Conventional None Known	Conventional None Known	Cash None Known
Date of Sale/Time		05/16/2005	07/01/2005	02/28/2005
Location	Suburban	Suburban	Suburban	Suburban
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	22,673 sq. ft. +/-	17,440 Sq. ft. Equal	7,000 Sq. ft. +30,000	12,035 Sq. ft. +30,000
View	Residential	Residential	Residential	Residential
Design and Appeal	Contemporary	Contemporary	Contemporary	Contemporary
Quality of Construction	Average	Average	Average	Average
Age	1999	1994 +18,000	1997 Equal	1990 +27,000
Condition	Average	Average	Average	Average
Above Grade Room Count	Total : Bdrms : Baths 6 3 2	Total : Bdrms : Baths 6 3 2	Total : Bdrms : Baths 6 3 2	Total : Bdrms : Baths 6 3 2
Gross Living Area	1,281 Sq. Ft.	1,475 Sq. Ft. -5,920	1,250 Sq. Ft.	1,289 Sq. Ft. Equal
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	1 Car Garage +10,000	2 Car Garage
Porch, Patio, Deck, Fireplace(s), etc.	None	None	None	None
Fence, Pool, etc.	Pool/Spa Pkg.	None +25,000	None +25,000	Pool Package +5,000
Net Adj. (total)		⊗ + □ - \$ 37,080	⊗ + □ - \$ 65,000	⊗ + □ - \$ 62,000
Adjusted Sales Price of Comparable		\$ 296,980	\$ 312,000	\$ 298,000

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 \$296,980 to \$312,000 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	06/04/2004 \$145,000 OR#4335/4815	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. Additional comparable transfers have been listed above.

INDICATED VALUE BY SALES COMPARISON APPROACH = \$ 300,000

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).

(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 \$ 300,000

<p>APPRAISER: Signature: Name: Matthew S. Simmons Date Report Signed: 08/02/2005 State Certification #: _____ State _____ Or State License #: _____ State Registered Trainee Appraiser, RI State FL</p>	<p>SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature: Name: W. Michael Maxwell, MAI, SFA Date Report Signed: 08/02/2005 State Certification #: _____ State Certified General Appraiser, RZ 55 State FL Or State License #: _____ State</p>
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Sales Comparison Comments

File No. 507139

Borrower/Client	N/A		
Property Address	11480 East Terry St		
City	Bonita Springs	County	Lee State FL Zip Code 34135-5827
Lender	Lee County Board of County Commissioners		

Comments Regarding Sales Comparison:

All comparable sales utilized are closed sales, as confirmed by Realquest, MLS, related parties, and/or County Tax Records. The OR Book and Pages referenced refer to the deed being recorded in the County Public Records.

Prior sales listed represent a three year history. According to County Tax Records, there have been no qualified sales of the subject or comparables in the past three years, other than those listed in the report.

Sale #1: This sale is utilized since it is most similar in actual land area.

Sale #2: This sale is utilized since it is the most recent similar sale.

Sale #3: This sale is utilized since it is the most similar in living area.

Land Value

Land Sale #1: 10330 Morningside Lane,	25,070 sq. ft., RS-1, 5/20/2005, OR 4752/2796, \$156,000, \$6.22 psf
Land Sale #2: 25710 Corzine Road,	25,100 sq. ft., RS-1, 6/15/2005, OR 4630/4421, \$159,000, \$6.34 psf
Land Sale #3: 27447 Pinecrest Lane,	20,000 sq. ft., RS-1, 7/8/2005, OR 4828/4747, \$101,900, \$5.10 psf
Land Sale #4: 27431 Pinecrest Lane,	20,000 sq. ft., RS-1, 7/8/2005, OR 4813/3508, \$100,900, \$5.05 psf
Land Sale #5: 27413 Pinecrest Lane,	20,000 sq. ft., RS-1 7/8/2005, OR 4828/4793, \$101,900, \$5.10 psf

Two sales are from Helfenstein Estates located to the north of the subject. The other three sales are from Pinecrest Haven located to the east of the subject. Although these sales are similar to the subject, Sales 3-5 back up to I-75. A 19% diminution in value due to the heavy traffic corridor is evident. This comparison is also provided in our proximity study in the data book.

Based on these sales we would conclude a total land value of \$6.25 per square foot. While there is a considerable drop in traffic east of Matheson Avenue, as compared with west of Matheson Avenue, the subject is, in the pre-take condition, located on a busy, two lane thoroughfare, whereas our comparables are located on quiet, two lane residential streets.

We have completed a Busy Road Proximity Study, located in the Imperial Street Data Book, on major thoroughfares, such as McGregor Boulevard. The study revealed a diminution range of 12% to 23%. Our study roads were much busier than East Terry Street. Therefore, we estimate the diminution for this traffic level would be 10%. We estimate the subject land value to be \$5.63, or \$127,649, rounded to \$128,000.

Description of the Take

The take area is 75 feet deep and 120 feet long. The take runs along the northern edge of the property, on the corner of East Terry Street and Valles Court. The total take area is 8,873 square feet, as provided by the survey. The take also nearly halves the current improvement. The total improvement size is 1,281 square feet. We estimate the taking to remove 50% of the improvement, or 641 square feet.

Value of the Whole before Take / Allocation to the Structure

The value of the property as improved is \$300,000. The land value is \$128,000. The value of site improvements is \$20,000. As the taking will remove a portion of the house, we must also determine the value of the house before take, as follows:

\$300,000	(Value of the Whole - Improved)
- \$128,000	(Value of the Whole - Land)
- \$20,000	(Value of the Site Improvements)
<u>\$152,000</u>	(Value of the House)

Value of the Part Taken

The Take will be a fee simple rectangular parcel. In the conclusion of the Land Value, we utilized \$5.63 per square foot. As the take area will effectively halve the current improvement, we must also consider the value of the improvement being taken. We also have estimated that the taking would remove 50% of the site improvements, as well. The value of the take can now be shown, as follows:

8,873	(Take Area - Square Feet)
X \$ 5.63	(Per Square Foot Value - Land)
<u>\$ 49,955</u>	(Value of the Part Taken - Land)
\$ 20,000	(Value of the Site Improvements)
X 50%	(Loss to Taking)
<u>\$ 10,000</u>	(Take Value of the Site Improvements)
\$152,000	(Value of the House)
X 50%	(Loss to Taking)
<u>\$ 76,000</u>	(Take Value of the House)

Sales Comparison Comments

File No. 507139

Borrower/Client	N/A		
Property Address	11480 East Terry St		
City	Bonita Springs	County	Lee State FL Zip Code 34135-5827
Lender	Lee County Board of County Commissioners		

Summary

\$ 49,955	(Value of the Part Taken - Land)
+ \$ 10,000	(Take Value of the Site Improvements)
+ \$ 76,000	(Take Value of the House)
<u>\$135,955</u>	(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.

\$300,000	(Value of the Whole before Take)
- <u>\$135,955</u>	(Value of the Part Taken)
\$164,045	(Remainder Value as Part of Whole)

Remainder Value after Take

The Take area is being acquired for the construction of the East Terry Street Widening/Three Oaks Parkway Extension. The remainder will have access from Valles Court along the western border of the property. The Take will contain eastbound traffic lanes and turn lanes. As the presence of traffic lanes in a take area create 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.

In the before take value, we demonstrated a 10% reduction from the comparables, as East Terry Street is currently a busy two lane road. As the new East Terry Street will be a four lane read, similar to the 20% condition we found in our Proximity Study, we will utilize an additional 10% damage factor. The Remainder Value after Take can be demonstrated as follows:

\$ 5.63	(Unaffected Per Square Foot Value - Land)
X 90%	(10% Damages)
\$ 5.07	(After Take Per Square Foot Value)
\$ 5.00	(Rounded)
X 13,600	(Square Feet of Site Area Remainder After Take)
<u>\$ 69,000</u>	(Remainder Value after Take - Land)

After this we must consider the cost to remove the remaining portion of the house and site improvements left after the taking. Lee County has directed us to assume they will demolish the entire structure. Therefore the Total Remainder Value after Take is the land value.

Severance Damages

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

\$164,045	(Remainder Value as Part of Whole)
- <u>\$ 69,000</u>	(Remainder Value after Take)
\$ 95,045	(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 =	\$135,955
Severance Damagas =	\$95,045
Amount Due Owner =	\$231,000



Location Map

Borrower/Client N/A			
Property Address 11480 East Terry St			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5827
Lender Lee County Board of County Commissioners			





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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. 1015

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS