

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

Blue Sheet No. 20051743

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$3,950 for Parcel 317-A, 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: 1-10-2006
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 <u>Independent</u>
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code _____	Division <u>County Lands TLM 12/5/05</u>
<input type="checkbox"/> Public	<input type="checkbox"/> Other _____	By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i>
<input type="checkbox"/> Walk-On		

9. Background:
Negotiated for: Department of Transportation
Interest to Acquire: Fee simple interest in 19,583 square feet of vacant property
Property Details:
Owner: The Estate of Mary L. Doddridge, deceased, as to an undivided 1/2 interest, and The Estate of Raymond Earl Rusk, deceased, as to an undivided 1/2 interest
Purchase Details:
Binding Offer Amount: \$3,950 (inclusive of attorney and expert fees/costs)
 In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$3,950 (appraised value), and commence Eminent Domain procedures.
Appraisal Information:
Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$3,950
Date of Appraisal: October 19, 2005
Staff Recommendation: 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

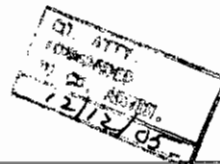
10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services <i>Call in 12/15</i>				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>HS 12/15/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>



Rec. by CoAtty
Date: <i>1/9/06</i>
Time: <i>11:15 AM</i>
Forwarded To:

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcel: 317-A

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 the Estate of Mary L. Doddridge, deceased, as to an undivided ½ interest, and the Estate of Raymond Earl Rusk, deceased, as to an undivided ½ interest, hereinafter referred to as SELLER, whose address is c/o Marilyn Marshall, 27700 Imperial 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 19,583 square feet, more or less, and located in 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 Three Thousand Nine Hundred Fifty Dollars (\$3,950), 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:

WITNESSES:

SELLER:

The Estate of Mary L. Doddridge, deceased

By: _____
(DATE)

SELLER:

The Estate of Raymond Earl Rusk, deceased

By: _____
(DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

LEGAL DESCRIPTION

Parcel 317-A

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

Begin at the northeast corner of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.00°56'51" E. along the east line of said southwest quarter for 776.95 feet to an intersection with the mean high water line of the Imperial River as located on January 9 and 10, 2003; thence along said mean high water line for the following three (3) courses, (1) S.80°16'20"W. for 3.08 feet; (2) thence S.58°43'12"W. for 19.20 feet; (3) thence S.72°45'20"W. for 5.61 feet to an intersection with a line parallel with and 25.00 feet west of as measured at right angles to the aforementioned east line of said southwest quarter; thence N.00°56'51"W along said parallel line for 773.97 feet; thence S.89°20'50"W. for 0.57 feet to an intersection with the east line of The Preserve according to the plat thereof as recorded in Plat Book 48 at Page 88 of the public records of Lee County, Florida; thence N.01°01'35"W. along said east line for 14.98 feet to an intersection with the north line of said southwest quarter; thence N.89°38'42"E. along said north line for 25.59 feet to the point of beginning.

Exhibit "A"

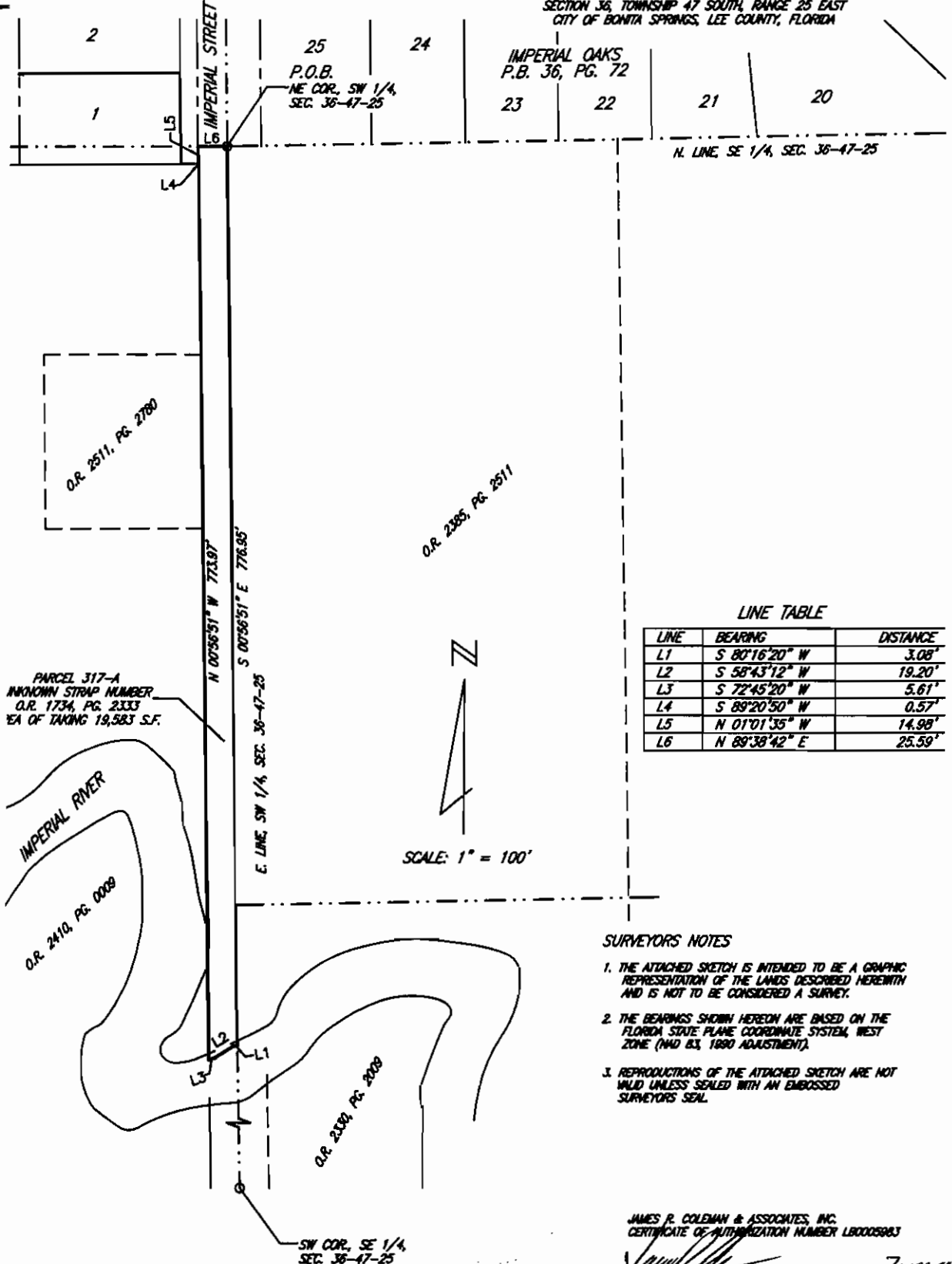
Page 2 of 2



James R. Coleman & Associates, Inc.
 Land Surveying Consultants
 1459 Curran Place
 Fort Myers, Florida 33919
 Phone: (833) 481-0189

DATE JANUARY, 2003	JOB NO. 308456	DRAWING NO. PCL317-A
02-23-05	REFORMAT TO 8 1/2" X 14"	J.R.C.
DATE	REVISION	BY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 19
 A PARCEL OF LAND IN
 SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 80°16'20" W	3.08'
L2	S 58°43'12" W	19.20'
L3	S 72°45'20" W	5.61'
L4	S 89°20'50" W	0.57'
L5	N 01°01'35" W	14.98'
L6	N 89°38'42" E	25.59'

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 (HAD 83, 1980 ADJUSTMENT).
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

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

James R. Coleman
 JAMES R. COLEMAN
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 32005
 DATE: 7/10/03

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

Search No. No STRAP Designation

Date: June 27, 2005

Parcel: 317-A

Project: Imperial Street Widening Project#4060

To: Teresa L. Mann SR/WA
Property Acquisition AgentFrom: Kenneth Pitt 
Real Estate Title Examiner

STRAP: No STRAP Designation.

Effective Date: January 24, 2005, at 5:00 p.m.

Subject Property: The East 25 feet of the NE ¼ of the SW ¼, located North of the Imperial River, in Section 36, Township 47 South, Range 25 East, Lee County, Florida. (a/k/a that portion of Imperial Street located North of the Imperial River, as shown on the plat Bonita Gardens, Plat Book 8 Page 13, Public Records of Lee County, Florida)

Title to the subject property is vested in the following:

Mary L. Doddridge or her heirs as to an undivided half interest.

By that certain instrument dated May 22, 1952, recorded May 23, 1952, in Miscellaneous Book 31 Page 364, Public Records of Lee County, Florida.

The Estate of Raymond Earl Rusk, who died a resident of Collier County, Florida on May 14, 1998, as to an undivided ½ interest.

By the Last Will & Testament of Geraldine Rusk dated May 8, 1986, recorded June 24, 1993, in Official Record Book 2399 Page 3122, Public Records of Lee County, Florida.

Easements:

1): Subject to an Easement over the Easterly 25 feet of the East 365 feet of the East ½ of the NE ¼ of the SW ¼ lying North of the Imperial River for road right of way and an easement over the Northerly 30 feet of said land for ingress and egress as recited in a deed recorded in Official Record Book 1420 Page 695, Public Records of Lee County, Florida. The East 25 feet was specifically excepted from the deed to Robert A. Lawhon, Jr. and Joan Lawhon, recorded in Official Record Book 591 Page 320, Public Records of Lee County, Florida.

Note 1): The subject property is not encumbered by a mortgage.

Note 2): No reservation or lease found of record pertaining to Oil, Gas and Mineral rights for the subject property.

Note 3): Subject to Resolution Number ZAB-84-219 that changes the zoning on a portion of the subject property from AG to RS-1, recorded in Official Record Book 1853 Page 4243, Public Records of Lee County, Florida.

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

Search No. No STRAP Designation

Date: June 27, 2005

Parcel: 317-A

Project: Imperial Street Widening Project#4060

Note 4): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection recorded in Official Record Book 2189 Page 3281 and amended by Official Record Book 2189 page 3334, Public Records of Lee County, Florida.

Note 5): Monica F. Hunt and Mary L. Doddridge acquired blocks 3 through 8, both inclusive on the plat of Bonita Gardens, recorded in Plat Book 8 Page 13, by deed recorded in Official Record Book 195 Page 195, Public Records of Lee County, Florida. The plat of Bonita Gardens located South of Brower Street was Vacated by Resolution of the Board of County Commissioners of Lee County, Florida together with all streets, avenues and other public places, recorded in Miscellaneous Book 31 Page 364, Public Records of Lee County, Florida. Mary L. Doddridge then conveyed to Monica F. Hunt her interest in the E ½ of the NE ¼ of the SW ¼ (f/k/a Blocks 3-8, Bonita Gardens, Plat Book 8 Page 13) excepting therefrom those certain Streets known as Dean Street, Imperial Street and Brower as shown on said plat (thereby retaining her interest in Imperial Street. No conveyance is found of record conveying the interest of Mary L. Doddridge in Imperial Street (South of Brower-North of the Imperial River in the E ½ of the NE ¼ of the SW ¼), no probate proceedings were found for Mary L. Doddridge in Lee County (it has been over 56 years since she originally acquired the property). Monica F. Hunt conveyed the E ½ of the NE ¼ of SW ¼ to Charles E. Hunt and Monica F. Hunt, husband and wife by deed recorded in Official Record Book 469 Page 503, Public Records of Lee County, Florida. Monica F. Hunt, joined by her husband Charles E. Hunt conveyed the E ½ of the NE ¼ of the SW ¼ (f/k/a Blocks 3-5, plat of Bonita Gardens, Plat Book 8 Page 13), excepting therefrom those streets known as Brower and Imperial as shown on said plat, recorded in Official Record Book 591 Page 320, Public Records of Lee County, Florida. Charles E. Hunt died a resident of Lee County on 3-7-1977-no will found Probated. Monica F. Hunt died a resident of Lee County on July 31, 1980, her Last Will & Testament bequeathed her entire Estate to (Charles E. Hunt who predeceased her if he should predecease her then her entire estate to her Step-Daughter) Geraldine E. Rusk, recorded in Official Record Book 1466 Page 593, Public Records of Lee County, Florida. Geraldine Rusk died a resident of Lee County on April 17, 1993, in her Last Will & Testament she bequeathed her entire Estate to her husband Raymond Rusk, recorded in Official Record Book 2399 Page 3122, Public Records of Lee County, Florida. Raymond Rusk died a resident of Lee County, Florida on May 14, 1998, according to a Certificate of Death recorded in Official Record Book 2980 Page 3117, Public Records of Lee County, Florida. No Probate proceedings found for Raymond Rusk, the death certificate identifies a surviving spouse-Josephine Harper.

Tax Status: No Tax-the subject property does not have a STRAP designation.

(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.



Maxwell & Hendry

Valuation Services, Inc.
Real Estate Appraisers - Consultants

PRESIDENT

W. Michael Maxwell, MAI, SRA
State-Certified General
Appraiser, RZ 55

VICE-PRESIDENT

Gerald A. Hendry, MAI
State-Certified General
Appraiser, RZ 2245

ASSOCIATES

William E. McInnis
State-Certified General
Appraiser, RZ 2232

Timothy D. Rieckhoff
State-Certified General
Appraiser, RZ 2261

Andrea R. Terregrossa
Registered Trainee
Appraiser, RI 10787

Matthew H. Caldwell
Registered Trainee
Appraiser, RI 9277

Matthew S. Simmons
Registered Trainee
Appraiser, RI 12369

Scott H. Simmons
Registered Trainee
Appraiser, RI 13108

12600-1 World Plaza Lane, Building #63
Fort Myers, Florida 33907
www.maxwellhendry.com

Commercial
Phone: (239) 337-0555
Fax: (239) 337-3747
E-mail: commercial@maxwellhendry.com

Residential
Phone: (239) 333-1060
Fax: (239) 333-1066
E-mail: residential@maxwellhendry.com

10/31/2005

Lee County Board of County Commissioners
Department of Public Works
Division of County Lands
Post Office Box 398
Fort Myers, FL 33902-0398
ATTN: Mr. Robert G. Clemens

RE: Project #4060, STA #28, Parcel #317A, Appraisal of Right-of-Way Land located on the north side of the Imperial River, running south from Imperial Street, Bonita Springs, Lee County, FL in Section 36, Township 47S, Range 25E

Dear Mr. Clemens,

As you requested, an inspection and analysis have been made of the real property referenced above, which is described in the attached appraisal report. The purpose of this assignment is to formulate an opinion of the market value of the remaining fee simple*(see below) interest in the land on an as is basis, as if free and clear of all liens, mortgages, encumbrances, and/or encroachments, except as amended in the body of this report.

As discussed in the analysis of Highest and Best Use, the shape, size, and orientation of the subject parcel makes the property undevelopable, except under a very few circumstances. In addition to being generally undevelopable, the subject property is also utilized as the access for the adjacent parcels and has a highest and best use of right-of-way. In valuing a property of this type, we are able to utilize the Across the Fence Method. At one point in the early 1900's, there was a bridge over the Imperial River at Imperial Street. In the case of Parcel 316A (located on the south side of the river and occupying the east portion of Imperial Street and the north portion of Dean Street), it appears that when Mr. John Brossard platted the unrecorded subdivision of Bonita Gardens, he set this parcel aside for right-of-way. However, for reasons unbeknownst to us, the ownership still remains with the Estate of John Brossard. A similar case is assumed to have occurred with the subject, Parcel 317A.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. The appraiser qualifications, licenses, and general assumptions and limiting conditions are included in the Imperial Street Widening Data Book. The Data Book is an integral part of this report and this report cannot be fully understood without the Data Book.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), & Title XI Regulations.

Maxwell & Hendry Valuation Services, Inc. does not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the public by the use of media for public communication without the prior written consent of the appraiser signing this report.

By reason of our investigation and analysis, data contained in this report, and our experience in the real estate appraisal business, it is our opinion the Amount Due Owner, as of 10/19/2005, is:

THREE THOUSAND NINE HUNDRED FIFTY DOLLARS - (\$3,950)

Please refer to the attached appraisal report, and exhibits, for documentation of these value opinions contained herein. It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if we can be of further service, please feel free to contact us.

Respectfully submitted,



W. Michael Maxwell, MAI, SRA
President
RZ 55



Matthew H. Caldwell,
Associate Appraiser
RI 9277



W. MICHAEL MAXWELL, MAI, SRA
GERALD A. HENDRY, MAI

Section One – Executive Summary

Property reference:	Imperial Street Right-of-Way
Property type:	Right-of-Way Land
Address:	Located on the north side of the Imperial River, running south from Imperial Street, Bonita Springs, Lee County, FL 34135 in Section 36, Township 47S, Range 25E
STRAP:	N/A
Census Tract:	504
Owner of Record:	Estate of Mary L. Doddridge, 1/2 and Estate of Raymond Earl Rusk, 1/2, c/o Marilyn Marshall
Site area (sq. ft.) / (acres):	19,583 / 0.4496
Take area (sq. ft.) / (acres):	19,583 / 0.4496
Zoning:	AG-2
Land Use:	Moderate Density Single Family Residential
Highest & Best Use - Vacant:	Right-of-Way
Highest & Best Use - After Take:	Right-of-Way
Condition appraised:	As Is
Interest appraised:	Fee Simple Remainder *(Subject to right-of-way use)
Value appraised:	Market Value
Date of inspection:	10/19/2005
Date of value:	10/19/2005
Date of report:	10/31/2005
Cost Approach:	Not applicable
Sales Comparison Approach:	\$3,950
Income Capitalization Approach:	Not applicable
Amount Due Owner:	\$3,950
Deposites Invoked:	None.
Hypothetical Conditions:	None.
Extraordinary Assumptions:	See Section Eight – Assumptions and Limiting Conditions.
Appraisers:	W. Michael Maxwell, MAI, SRA; Matthew H. Caldwell,

Teresa Mann - RE: Imperial Street Widening

From: "Gary Price" <gary.price@cityofbonitasprings.org>
To: "Teresa Mann" <MANNTL@leegov.com>
Date: 12/5/2005 2:05 PM
Subject: RE: Imperial Street Widening

I have reviewed and agree upon the purchase of parcels 316-A, 317-A, 1005, 1007, 1009, 1012, and 1014, please find a copy of the approval letter. A signed copy of the letter will follow in the mail.

Thank you,

Gary A. Price
City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135
Phone: (239) 949-6238
Fax: (239) 949-6239
E-mail: gary.price@cityofbonitasprings.org

From: Teresa Mann [mailto:MANNTL@leegov.com]
Sent: Saturday, December 03, 2005 6:39 PM
To: Gary Price
Subject: Imperial Street Widening

Mr. Price,
Attached is a letter regarding binding offers for the above project. In an effort to expedite finalizing these acquisitions, I am sending this letter via facsimile and e-mail.
Please review and advise if acceptable. Thank you.

Teresa L. Mann, SR/WA
Property Acquisition Agent
Division of County Lands
E-Mail: manntl@leegov.com
Telephone (239) 479-8505
Fax (239) 479-8391

Please note: Florida has a very broad public records law. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

[Add Emotion Icons to your Emails](#)



Please note: Florida has a very broad public records law. Most written communications to or from Bonita Springs officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

December 5, 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 316-A, 317-A, 1005, 1007, 1009, 1012, and 1014

Dear Ms. Mann:

The agreed upon purchase conditions for the aforementioned parcels 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. 317-A

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS