

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

**Blue Sheet No. 20051745**

**1. ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$3,500 for Parcel 1012, 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

**C6E**

**5. Meeting Date:** **1-10-2006**

**6. Agenda:**  
 Consent  
 Administrative  
 Appeals  
 Public  
 Walk-On

**7. Requirement/Purpose: (specify)**  
 Statute 73 & 125  
 Ordinance  
 Admin. Code  
 Other

**8. Request Initiated:**  
 Commissioner \_\_\_\_\_  
 Department Independent  
 Division County Lands **TLM 12/5/05**  
 By: Karen L.W. Forsyth, Director **KLF**

**9. Background:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee simple interest in 360 square feet and 461 square feet of slope easement from an improved residential lot

**Property Details:**

**Owner:** Heron Mata and Yajaira Neito  
**Address:** 26989 Lost Woods Circle, Bonita Springs, FL 34135  
**STRAP No.** 25-47-25-B4-0040A.C000

**Purchase Details:**

**Binding Offer Amount:** \$3,500 (inclusive of attorney and expert fees/costs)

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$3,500, and commence Eminent Domain procedures.

**Appraisal Information:**

**Company:** Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA  
**Appraised Value:** \$2,994  
**Date of Appraisal:** November 21, 2005

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of \$506 may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action, and can be justified considering costs associated with condemnation proceedings estimated between \$1,000 - \$2,500, excluding land value increase and attorney fees. 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>upon 12/15</i>				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>skw</i> 12-12-05	<i>5</i> 12/13/05	<i>[Signature]</i>	<i>[Signature]</i> 12/13/05	<i>US</i> 12.13.05

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN  
 COUNTY ADMIN FORWARDED TO

CL ATTY. FORWARDED  
 12/12/05

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

This document prepared by  
Lee County Division of County Lands  
Project: Imperial Street Widening, #4060  
Parcel: 1012  
STRAP No.: 25-47-25-B4-0040A.C000

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 Heron Mata and Yajaira Neito, husband and wife, hereinafter referred to as SELLER, whose address is 26989 Lost Woods Circle, Bonita Springs, FL 34135, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

- 1. AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a fee-simple parcel of land consisting of 360 square feet of land, and located at 26989 Lost Woods Circle, Bonita Springs, Florida 34135, and more particularly described in attached "Exhibit A", and a perpetual slope easement consisting of 461 square feet, more or less, and more particularly described in attached Exhibit "B", hereinafter collectively called "the Property." This property is being acquired for the Imperial Street Widening Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Three Thousand Five Hundred Dollars (\$3,500), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER'S condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the purchase price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, a slope easement (the form of the easement is attached as Exhibit "X"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) partial release of mortgage or subordination agreement for all mortgages that encumber the property;
- (e) SELLER'S attorney and experts fees/costs, if any.

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

- (a) Recording fee for deed;
- (b) fees/costs associated with obtaining release as set forth in Item 5(d) above;
- (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:**

\_\_\_\_\_  
Heron Mata (DATE)

**SELLER:**

\_\_\_\_\_  
Yajaira Neito (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 – fmoffice@bwlk.net  
(Ph) 239-481-1331 (Fax) 239-481-1073

## Exhibit "A"

Page 1 of 2

### LEGAL DESCRIPTION

Parcel 1012 (Revised 06-03-05)

A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, being a portion of Tract "C" of Winter Haven East according to the plat thereof as recorded in Plat Book 30 at Page 8 of the Public records of Lee County, Florida, more particularly described as follows:

Begin at the southeast corner of Tract "C" of Winter Haven East according to the plat thereof as recorded in Plat Book 30 at Page 8 of the Public records of Lee County, Florida, thence S.89°59'29"W. along the south line of said Tract "C" for 30.00 feet; thence N.50°17'34"E. for 38.40 feet to an intersection with the east line of said Tract "C"; thence S.01°04'18"E. along said east line for 24.00 feet to the point of beginning.

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

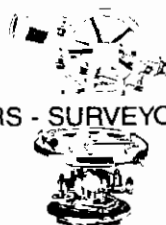
Date: 3 JUNE 05

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

PCL1012.DOC

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

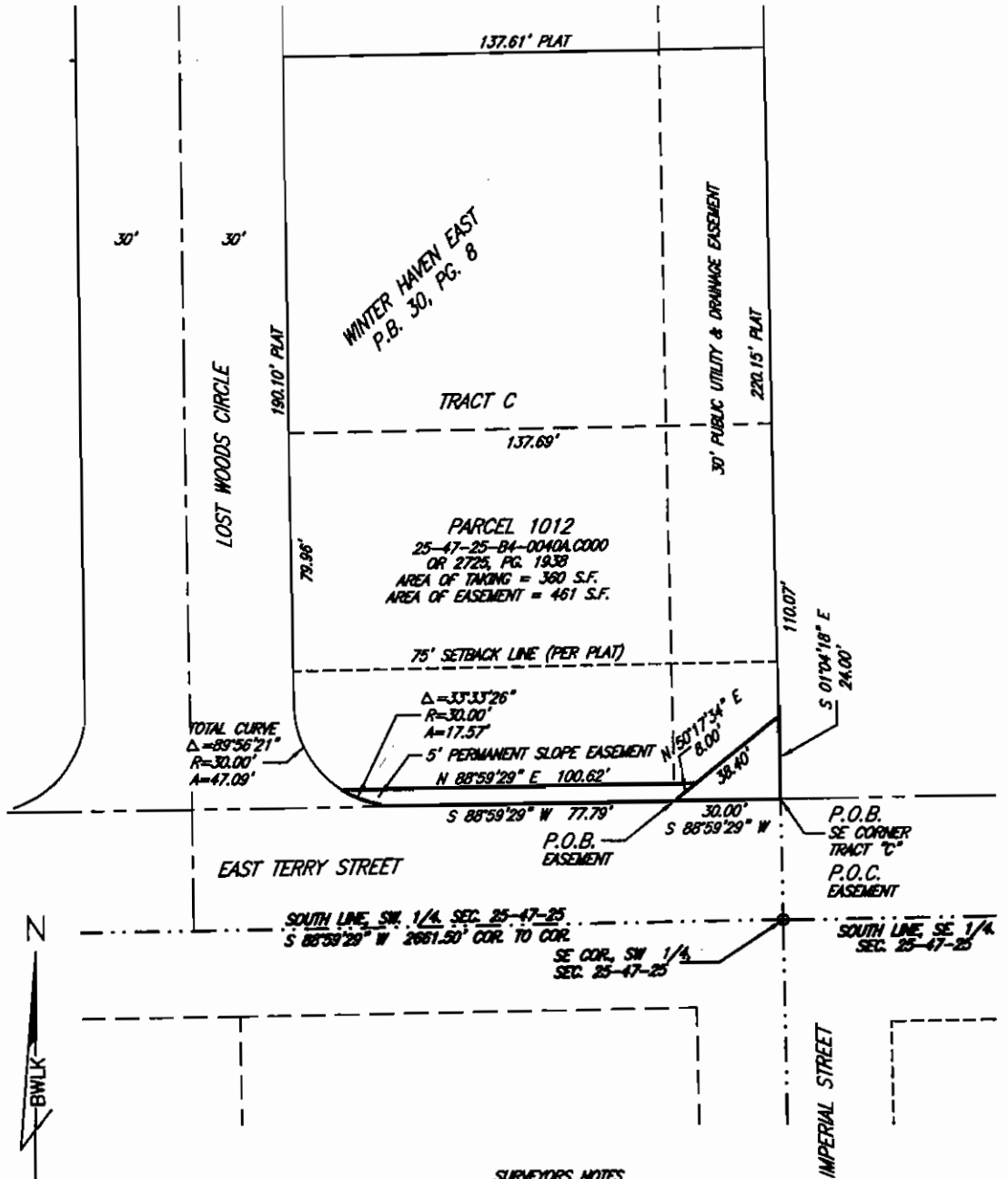
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



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 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST,  
 CITY OF BONITA SPRINGS  
 LEE COUNTY, FLORIDA

Exhibit "A"  
 Page 2 of 2



- SURVEYORS NOTES**
1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HERewith AND IS NOT TO BE CONSIDERED A SURVEY.
  2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 DATUM, 1990 ADJUSTMENT.
  3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.  
 CERTIFICATE OF AUTHORIZATION NUMBER LB0004919

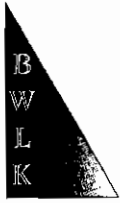
*James R. Coleman* DATE: 3 JUNE 05  
 JAMES R. COLEMAN (FOR THE FIRM)  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NUMBER 3205

**Bean, Whitaker, Lutz & Kareh, Inc.** (LH 4819)  
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
 18011 MORRECOR BOULEVARD, FORT MYERS, FLORIDA 33919-8910 (238) 481-1331

Pe11012.dwg

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (P-T-R)
06-02-05	35855	J.R.C.	1" = 40'	1 OF 1	25-47-25





# Bean, Whitaker, Lutz & Kareh, Inc.

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

## Exhibit "B"


### LEGAL DESCRIPTION

Parcel 1012 Permanent Slope Easement (Revised 06-03-05)

A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, being a portion of Tract "C" of Winter Haven East according to the plat thereof as recorded in Plat Book 30 at Page 8 of the Public records of Lee County, Florida, more particularly described as follows:

Commence at the southeast corner of Tract "C" of Winter Haven East according to the plat thereof as recorded in Plat Book 30 at Page 8 of the Public records of Lee County, Florida, thence S.88°59'29"W. along the south line of said Tract "C" for 30.00 feet to the point of beginning of the herein described parcel of land; thence continue S.88°59'29"W. along said south line for 77.79 feet to the point of curvature of a circular curve concave to the northeast; thence westerly, and northwesterly along the arc of said curve having for its elements a radius of 30.00 feet and a central angle of 33°33'26" for 17.57 feet to an intersection with a line parallel with and 5.00 feet north of as measured at right angles to the south line of said Tract "C"; thence N.88°59'29"E. along said parallel line for 100.62 feet; thence S.50°17'34"W. for 8.00 feet to the point of beginning.

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

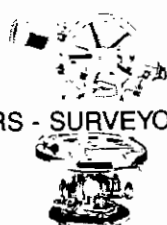
  
Date: 3 JUNE 05  
James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205



PCL1012ESMT.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

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

**Exhibit "X"**

Page 1 of 2

Parcel: 1012  
Project: Imperial Street Widening, Project No. 4060  
STRAP No.: 25-47-25-B4-0040A.C000

**SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, between HERON MATA and YAJAIRA NEITO, husband and wife, whose address is 26989 Lost Woods Circle, Bonita Springs, FL 34135, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is PO Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "B" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.
4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may authorize the installation of utilities or may plant foliage, except trees, within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "B", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.
7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

**Slope/Restoration Easement**

Project: Imperial Street Widening, Project No. 4060

Parcel: 1012

**Exhibit "X"**

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

**IN WITNESS WHEREOF**, Heron Mata and Yajaira Neito, husband and wife, Grantors, have caused this document to be signed on the date first above written.

**TWO SEPARATE WITNESSES:**

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Heron Mata

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Yajaira Neito

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by Heron Mata and Yajaira Neito, husband and wife. They are personally known to me or who have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

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

**Division of County Lands**

**Ownership and Easement Search**

Search No. 22464  
Date: April 4, 2003  
Parcel: 1012  
Project: Imperial Street Widening  
#4060

To: Teresa L. Mann, SRWA

From: Kenneth Pitt

Property Acquisition Agent

Real Estate Title Examiner

STRAP: 25-47-25-B4-0040A.C000

**12-1-2005**

Effective Date: ~~March 4, 2003~~, at 5:00 p.m.

**Subject Property:** The South 1/2 of Tract C, Block A, of that certain subdivision known as WINTER HAVEN EAST, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 30, Pages 8 and 9, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**YAJAIRA NEITO AND**

~~Heron Mata and Maria E. Mata, joint tenants with full rights of survivorship~~

**8/2005**

**11/15/2005**

by that certain instrument dated ~~June 27, 1996~~, recorded ~~July 16, 1996~~, in Official Record Book ~~2725, Page 1939~~, Public Records of Lee County, Florida. **INST # 2005000119201**

**Easements:**

1. Subject to a 75 foot setback line along the Southerly and 60 foot setback along the Easterly Boundary line of the property. Also subject to a 30 foot Public Utility and Drainage Easement along the Easterly Boundary line. Both as shown on the Plat on "Winter Haven East" recorded in Plat Book 30, Page 8, Public Records of Lee County, Florida.

NOTE(1): Subject to a mortgage in the original sum of \$92,050.00 recorded in Official Record Book 2725, Page 1939 and later assigned by Official Record Book 2869, Page 3200, Public Records of Lee County, Florida.

**MORTGAGE RECORDED 8/27/2004 IN OR BOOK 4411, Pg 3862**

**Tax Status:** \$1,369.80 paid on November 27, 2002 for tax year 2002.  
(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.**



**LAND APPRAISAL REPORT**

**Borrower** \_\_\_\_\_ **Census Tract** 504 **Map Reference** 25-47-25  
**Property Address** 26989 Lost Woods Circle  
**City** Bonita Springs **County** Lee **State** Florida **Zip Code** 34135  
**Legal Description** See Legal Description page  
**Sale Price** \$ 0 **Date of Sale** \_\_\_\_\_ **Loan Term** N/A yrs. **Property Rights Appraised**  Fee  Leasehold  De Minimis PUD  
**Actual Real Estate Taxes** \$ 1,230.93 (yr) **Loan charges to be paid by seller** \$ N/A **Other sales concessions** None Known  
**Lender/Client** \_\_\_\_\_ **Address** \_\_\_\_\_  
**Occupant** Heron & Maria E. Mata **Appraiser** Matthew H. Caldwell **Instructions to Appraiser** \_\_\_\_\_

**Location**  Urban  Suburban  Rural  
**Built Up**  Over 75%  25% to 75%  Under 25%  
**Growth Rate**  Fully Dev.  Rapid  Steady  Slow  
**Property Values**  Increasing  Stable  Declining  
**Demand/Supply**  Shortage  In Balance  Oversupply  
**Marketing Time**  Under 3 Mos.  4-6 Mos.  Over 6 Mos.  
**Present Land Use** 40% 1 Family 10% 2-4 Family 5% Apts. 10% Condo 5% Commercial  
 5% Industrial 25% Vacant %  
**Change in Present Land Use**  Not Likely  Likely (\*)  Taking Place (\*)  
 (\*) From \_\_\_\_\_ To \_\_\_\_\_  
**Predominant Occupancy**  Owner  Tenant % Vacant \_\_\_\_\_  
**Single Family Price Range** \$ 175,000 to \$ 1,500,000 **Predominant Value** \$ 250,000  
**Single Family Age** 0 yrs. to 85 yrs. **Predominant Age** 20 yrs.

Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject's neighborhood is composed of average to good quality, single family and multiple family housing. Adequate educational facilities, shopping, and employment can be found within a one mile radius.

**Dimensions** 110' x 138' = 15,180 Sq. Ft. or Acres  Corner Lot  
**Zoning classification** RS-1 (Zoning)/Mod. Den. SF Res. (Land Use) **Present Improvements**  do  do not conform to zoning regulations  
**Highest and best use**  Present use  Other (specify) \_\_\_\_\_  
**Public**  Other (Describe) \_\_\_\_\_  
**Elec.**  **None Apparent** **OFF SITE IMPROVEMENTS** **Topo Level** \_\_\_\_\_  
**Gas**  **Street Access**  Public  Private **Size** Typical  
**Water**  **Surface** Paved **Shape** Rectangular  
**San. Sewer**  **Maintenance**  Public  Private **View** Residential  
 Underground Elect. & Tel.  Storm Sewer  Curb/Gutter **Drainage** Adequate  
 Sidewalk  Street Lights **Is the property located in a HUD identified Special Flood Hazard Area?**  No  Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): There were no apparent adverse easements, encroachments, or any other adverse conditions which could have been revealed by the appraiser's routine inspection of the subject property.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	26989 Lost Woods Circle Bonita Springs	25710 Corzine Road Bonita Springs	10330 Morningside Lane Bonita Springs	9047 Somerset Lane Bonita Springs
Proximity to Subject		1.62 miles	1.71 miles	2.52 miles
Sales Price	\$ N/A	\$ 159,000	\$ 156,000	\$ 64,000
Price per square foot	\$	\$ 6.34	\$ 6.22	\$ 7.10
Data Source	Current Inspection	Book/Page OR# 4830/4421	Book/Page OR# 4752/2796	Book/Page OR# 4564/1798
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 06/15/2005	DESCRIPTION 05/20/2005	DESCRIPTION 12/28/2004
Location	Suburban	Suburban	Suburban	Suburban
Site/View	15,180 square feet	25,100 square feet -45,000	25,070 square feet -45,000	9,017 square feet +35,000
View	Residential	Residential	Residential	Residential
Zoning	RS-1	RS-1	RS-1	AG-2 Equal
Busy Road	East Terry Street	Residential Street -15,000	Residential Street -15,000	Residential Street -5,000
Sales or Financing Concessions				
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 60,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 60,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 30,000
Indicated Value of Subject		\$ 99,000	\$ 96,000	\$ 94,000

Comments on Market Data: The comparable sales provided are similar land sales located in or near the subject property's neighborhood. \*\*\*Please see Sales Comparison Comments for adjustments.

Comments and Conditions of Appraisal: This appraisal report has been completed to estimate a value opinion of the land described by the subject's legal description.

Final Reconciliation: The Sales Comparison Approach has been given primary emphasis in the final opinion of value, as it is the most reliable indicator of market value.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 21 November 2005 to be \$ 96,000  
**State Registered Trainee Appraiser, RI 9277** **State Certified General Appraiser, RZ 55**  
 Matthew H. Caldwell W. Michael Maxwell, MAI, SRA  Did  Did Not Physically Inspect Property  
 Appraiser(s) Review Appraiser (if applicable)

**Sales Comparison Comments**

File No. 511305

Borrower/Client Lee County Board of County Commissioners			
Property Address 26989 Lost Woods Circle			
City Bonita Springs	County Lee	State Florida	Zip Code 34135
Lender			

**Previous Transfers**

There have been no valid transfers of the comparable sales in the past three years.

**Sales Comparison Comments**

Sales 1 & 2 are from Helfenstein Estates located to the north of the subject. Sale 3 is from Bonita Farms located to the west of the subject. Sales 4-6 are from Pinecrest Haven located to the east of the subject. These sales are most similar to our subject in zoning and single family use.

However, the subject is, in the pre-take condition, located on a busy, two lane thoroughfare, whereas Comparables 1-3 are located on quiet, two lane residential streets and Comparables 4-6 back up to Interstate 75, a four lane highway. We have completed a Busy Road Proximity Study, located in the Data Book, on major thoroughfares in Lee County. The study revealed a diminution range of 12% to 23%. Our study roads were much busier than East Terry Street. We estimate the diminution for this traffic level would be 10% to Sales 1-3 and an increase of 10% to sales 4-6.

After adjusting for size and proximity to busy roads, we conclude a land value of \$6.30 per square foot, or \$95,634, rounded to \$96,000. ✓

**Analysis of the Taking**

**Description of the Take**

There are two takings associated with this parcel, a slope easement and a fee simple corner.

The slope easement take area is a rectangular parcel, that varies in depth, along the south border of the property. The total take area is 461 square feet, as provided by the survey. ✓

The fee simple take area is a triangular parcel, in the southeast corner of the property. The total take area is 360 square feet, as provided by the survey.

**Value of the Whole before Take**

As already concluded, the value of the land is \$96,000. In addition, we must also consider the value of the improvements that will be affected by the taking. We did not observe any affected improvements in the take areas. Therefore, the Value of the Whole before Take is \$96,000.

**Value of the Part Taken**

Slope Easement Take (Less Than Fee) - As the Take will be an easement, the owner will lose a portion of their fee simple property rights. In cases similar to this, acquisition settlements and paired sales analysis for reduced property rights have been approximately 25% to 50 % of the fee simple value of the land. The taking is a 1':3' slope and the impact to the property is minimal. Also, the take area is mostly contained in the areas set aside for drainage and setbacks. As a result it is our opinion that the appropriate loss for the easement is 25% of the fee simple value. In the conclusion of the Land Value, we utilized \$6.30 per square foot. We will then apply this to the area of the Take as follows:

	461	(Take Area - Square Feet)
X \$	6.30	(Per Square Foot Value)
\$	2,904	(Value of the Part Taken - Fee Simple)
X	25%	(Loss of Fee Simple Rights)
\$	726	(Value of the Part Taken - Less Than Fee)

Corner Partial Take (Fee Simple) - In the conclusion of the Land Value, we utilized \$6.30 per square foot. We will then apply this to the area of the Take as follows:

	360	(Take Area - Square Feet)
X \$	6.30	(Per Square Foot Value)
\$	2,268	(Value of the Part Taken - Fee Simple)
\$	2,994	(Value of the Part Taken - Total)

Borrower/Client	Lee County Board of County Commissioners		
Property Address	26989 Lost Woods Circle		
City	Bonita Springs	County	Lee
		State	Florida
		Zip Code	34135
Lender			

**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.

\$ 96,000	(Value of the Whole before Take)	
- \$ 2,994	(Value of the Part Taken)	✓
\$ 93,006	(Remainder Value as Part of Whole)	

**Remainder Value after Take**

As this taking is substantially contained in the setback area required by zoning, this take does not adversely affect the remaining property, land or improvements. Therefore the Remainder Value after Take is the same as the Remainder Value as Part of Whole. This can be shown mathematically, as follows. The slight difference between \$93,006 and \$92,640 is due to rounding errors.

14,359	@ \$6.30 psf	= \$90,462	(Remainder Value - Fee Simple)	✓
461	@ \$6.30 psf X 75%	= \$ 2,178	(Remainder Value - Less Than Fee)	
		\$92,640	(Remainder Value - Total)	

**Severance Damages**

As the slope easement taking is contained in areas required for setbacks and drainage and is a minimal 1':3' slope, it is our opinion that the taking will not adversely affect the improvements. Also, the fee simple taking will not contain any traffic lanes. Therefore, there are no Severance Damages.

**Amount Due Owner**

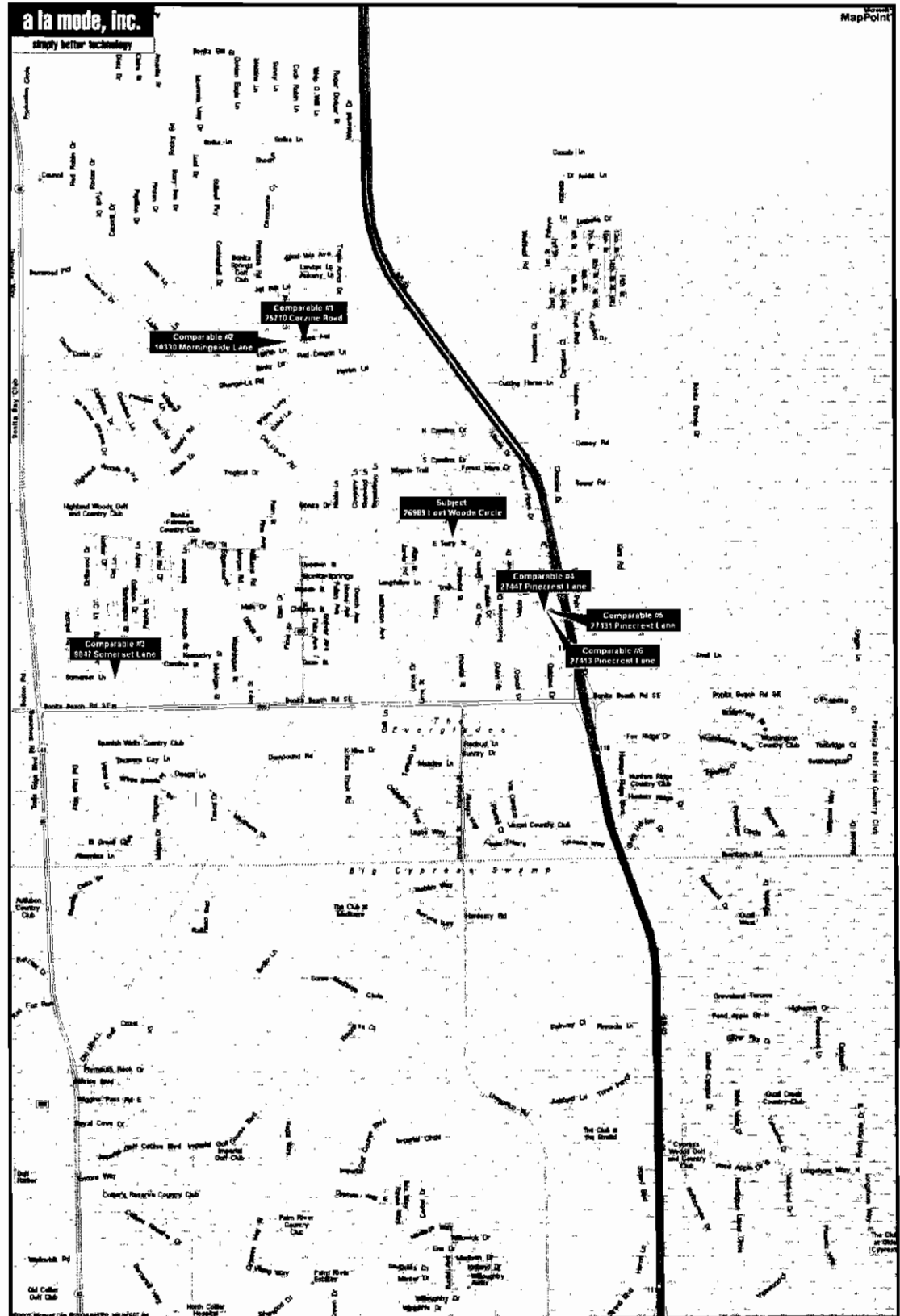
The Amount Due Owner is the Value of Part Taken plus any Severance Damages incurred, as follows:

\$ 2,994	(Value of the Part Taken)	✓
+ \$ 0	(Severance Damages)	
\$ 2,994	(Amount Due Owner)	



### Location Map

Borrower/Client Lee County Board of County Commissioners			
Property Address 26989 Lost Woods Circle			
City Bonita Springs	County Lee	State Florida	Zip Code 34135
Lender			



**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](mailto: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: [mannl@leegov.com](mailto:mannl@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. 1012

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
Heron Mata and Maria E. Mata	Yajaira Neito and Heron Mata	\$100	11/15/2005	N