

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

Blue Sheet No. 20051851

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$65,000 for Parcel 318, 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

C6J

5. Meeting Date: **01-24-2006**

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 1/5/06
 By: Karen L.W. Forsyth, Director *KLF*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest in 6,105 square feet and 1,245 square feet of slope easement from an improved residential parcel.

Property Details:

Owner: Marilyn Marshall
Address: 27700 Imperial Street, Bonita Springs, FL 34135
STRAP No. 36-47-25-B4-00035.0000

Purchase Details:

Binding Offer Amount: \$65,000 (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 \$65,000, and commence Eminent Domain procedures.

Appraisal Information:

Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$60,275
Date of Appraisal: October 19, 2005

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value (9.5%) can be justified and may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action. Staff recommends the Board approve the Action Requested.

Account: 20406063000.506110

Attachments: Purchase Agreement; Title Data; Appraisal Data (Location Map Included); Letter from City of Bonita Springs; 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>KLF</i>			<i>EAD 1/10</i> <i>Buy 1/12</i>	<i>W. Maxwell</i>	<i>1-11-06</i>	<i>1/11/06</i>	<i>1/11/06</i>	<i>1/11/06</i>	<i>1/11/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
<u>1-11-06</u>
<u>849</u>
COUNTY ADMIN FORWARDED TO:
<u>1-11-06</u>
<u>11-3-06</u>

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcel: 318
STRAP No.: 36-47-25-B4-00035.0000

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this _____ day of _____, 200__, by and between Marilyn Marshall, hereinafter referred to as SELLER, whose address is 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 fee-simple parcel of land consisting of 6,105 square feet of land, and located at 27700 Imperial Street, Bonita Springs, Florida 34135, and more particularly described in attached "Exhibit A", and a perpetual slope easement consisting of 1,245 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, inclusive of damages to the remainder ("Purchase Price") will be Sixty-Five Thousand Dollars (\$65,000), 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, 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) payment of partial release of mortgage fees, if any;
- (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) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER'S expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER'S expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated

hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER'S written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. POSSESSION: SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:

Marilyn Marshall (DATE)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Marilyn Marshall
PARCEL NO. 318

1. SELLER is aware the existing driveway/entrance on Imperial Street is being eliminated by the road project and that the driveway will no longer be functional. BUYER will construct a new driveway on SELLER's remaining property from Dean Street to the residence. The driveway will be constructed of similar type materials as the existing driveway.
2. SELLER grants permission to the BUYER, its employees, consulting engineers, contractors, agents, and other representatives the right to enter upon the property described in attached Exhibit "C", in order to construct a new driveway from Dean Street to the existing residence. This right of entry will commence upon written notice from the BUYER to the SELLER prior to the start of construction and will expire upon the completion of said construction.
3. BUYER, its successors, and assigns shall require all contractors acting pursuant to Item 2 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 construction.
4. BUYER, at its expense, will pay all costs associated with construction of the driveway.
5. All terms set forth in the Special Conditions will survive the closing of this transaction.

WITNESSES:

SELLER:

Marilyn Marshall (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)

James R. Coleman & Associates, Inc.

Land Surveying Consultants

1459 Cornell Place
Fort Myers, Florida 33919

Phone (239) 433-2070

Exhibit "A"

Page 1 of 3

LEGAL DESCRIPTION

Parcel 318

PART ONE

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 southeast corner of the northeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.89°32'19"W. along the south line of the northeast quarter of the southwest quarter of said Section 36 for 25.00 feet; thence N.00°56'51"W. for 25.00 feet to the point of beginning of the herein described parcel of land; thence continue N.00°56'51" W. 406.73 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 five (5) courses, (1) N.62°45'09"W. for 13.98 feet; (2) thence N.55°39'23"W. for 18.29 feet; (3) thence N.19°27'50"W. for 7.57 feet; (4) thence N.03°53'52"E. for 14.17 feet; (5) thence S.86°58'08"W. for 16.56 feet to an intersection with a line parallel with and 70.00 feet west of as measured at right angles to the aforementioned east line of said southwest quarter; thence S.00°56'51"E along said parallel line for 25.77 feet; thence S.22°22'23"E. for 95.81 feet to an intersection with a line parallel with and 35.00 feet west of as measured at right angles to the aforementioned east line of said southwest quarter; thence S.00°56'51"E along said parallel line for 329.55 feet to an intersection with a line parallel with and 25.00 feet north of as measured at right angles to the south line of the northeast quarter of the southwest quarter of said Section 36; thence N.89°32'19"E. along said parallel line for 10.00 feet to the point of beginning.

PART TWO

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 southeast corner of the northeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.89°32'19"W. along the south line of the

LEGAL DESCRIPTION
Parcel 318

Exhibit "A"
Page 2 of 3

PART TWO (continued)

northeast quarter of the southwest quarter of said Section 36 for 25.00 feet; thence N.00°56'51"W. for 445.76 feet to an intersection with the mean high water line of the Imperial River as located on January 9 and 10, 2003, and the point of beginning of the herein described parcel of land; thence continue N.00°56'51"W. for 11.99 feet to an intersection with the aforementioned mean high water line; thence along said mean high water line for the following two (2) courses, (1) S.29°48'02"W. for 12.75 feet; (2) thence S.81°57'12"E. for 6.60 feet to the point of beginning.

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



Date: 2 FEB 04

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCAPCL318



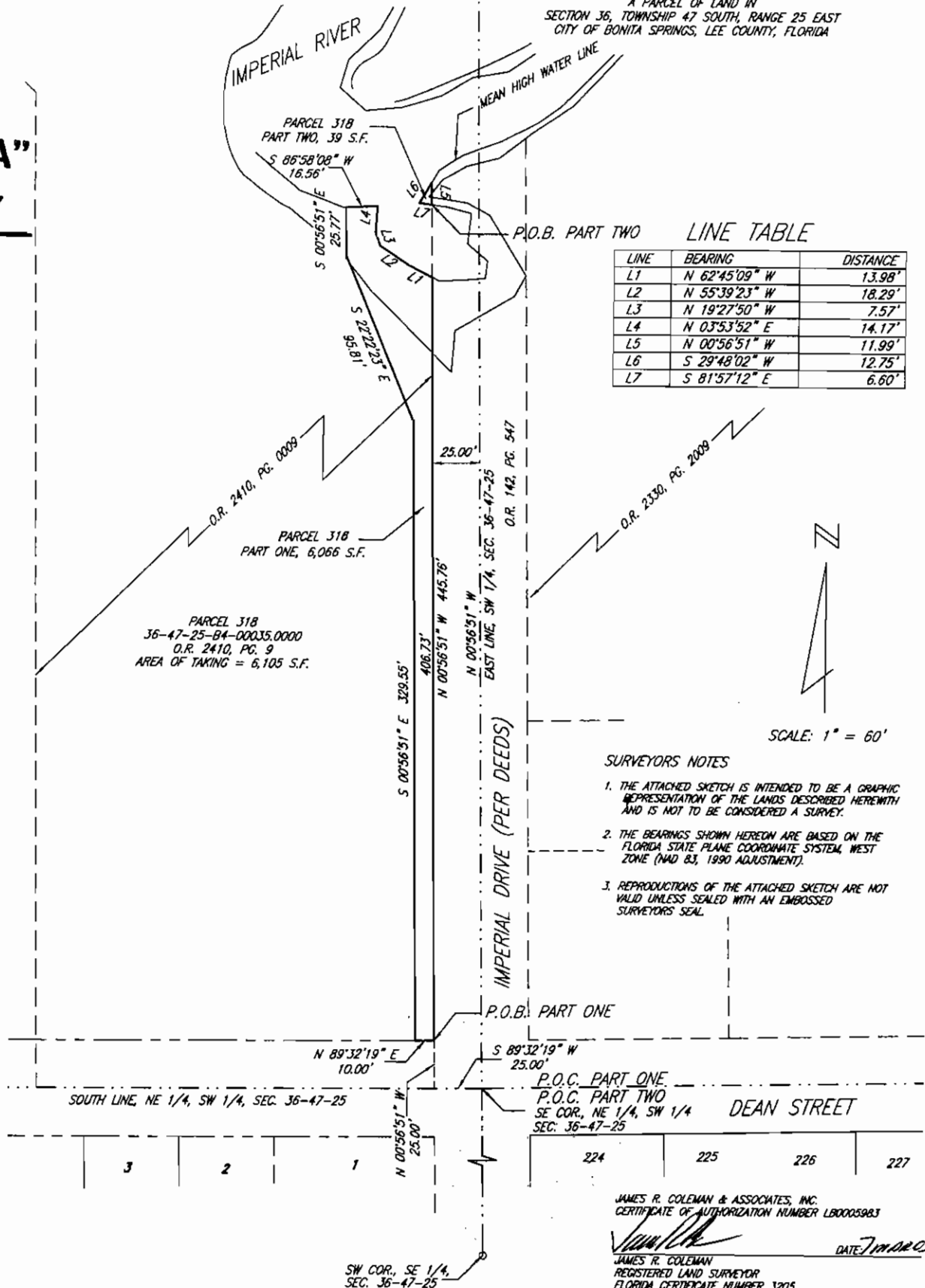
James R. Coleman & Associates, Inc.
 Land Surveying Consultants
 1459 Cornell Place
 Fort Myers, Florida 33919
 Phone: (239) 481-0189

NW COR., SE 1/4,
 SEC. 36-47-25

DATE	JANUARY, 2004	JOB NO.	308456	DRAWING NO.	PCL318
DATE	02-23-05	REVISION	REFORMAT TO B 1/2" X 14"	BY	J.R.C.

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

Exhibit "A"
 Page 3 of 3



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 62°45'09" W	13.98'
L2	N 55°39'23" W	18.29'
L3	N 19°27'50" W	7.57'
L4	N 03°53'52" E	14.17'
L5	N 00°56'51" W	11.99'
L6	S 29°48'02" W	12.75'
L7	S 81°57'12" E	6.60'

SCALE: 1" = 60'

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 HEREDON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83, 1990 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
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205

DATE 7/1/04



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"

Page 1 of 2

LEGAL DESCRIPTION

Permanent Slope Easement
Parcel 318

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 southeast corner of the northeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.89°32'19"W. along the south line of the northeast quarter of the southwest quarter of said Section 36 for 284.00 feet; thence N.00°56'51"W. for 25.00 feet to an intersection with a line parallel with and 25.00 feet north of as measured at right angles to the south line of the northeast quarter of the southwest quarter of said Section 36, and the point of beginning of the herein described parcel of land; thence continue N.00°56'51"W. for 5.00 feet to an intersection with a line parallel with and 30.00 feet north of as measured at right angles to the south line of the northeast quarter of the southwest quarter of said Section 36; thence N.89°32'19"E. along said parallel line for 249.00 feet to an intersection with a line parallel with and 35.00 feet west of as measured at right angles to the east line of the southwest quarter of said Section 36; thence S.00°56'51" E. along said parallel line for 5.00 feet to an intersection with a line parallel with and 25.00 feet north of as measured at right angles to the south line of the northeast quarter of the southwest quarter of said Section 36; thence S.89°32'19"W. along said parallel line for 249.00 feet to the point of beginning.

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

Date: 11/10/05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205



BWLKEasement318

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 PINEFIELD, PSM
- JAMES A. HEBSLER, PSM
- JAMES R. COLEMAN, PSM
- RUDOLF A. NORMAN, PE

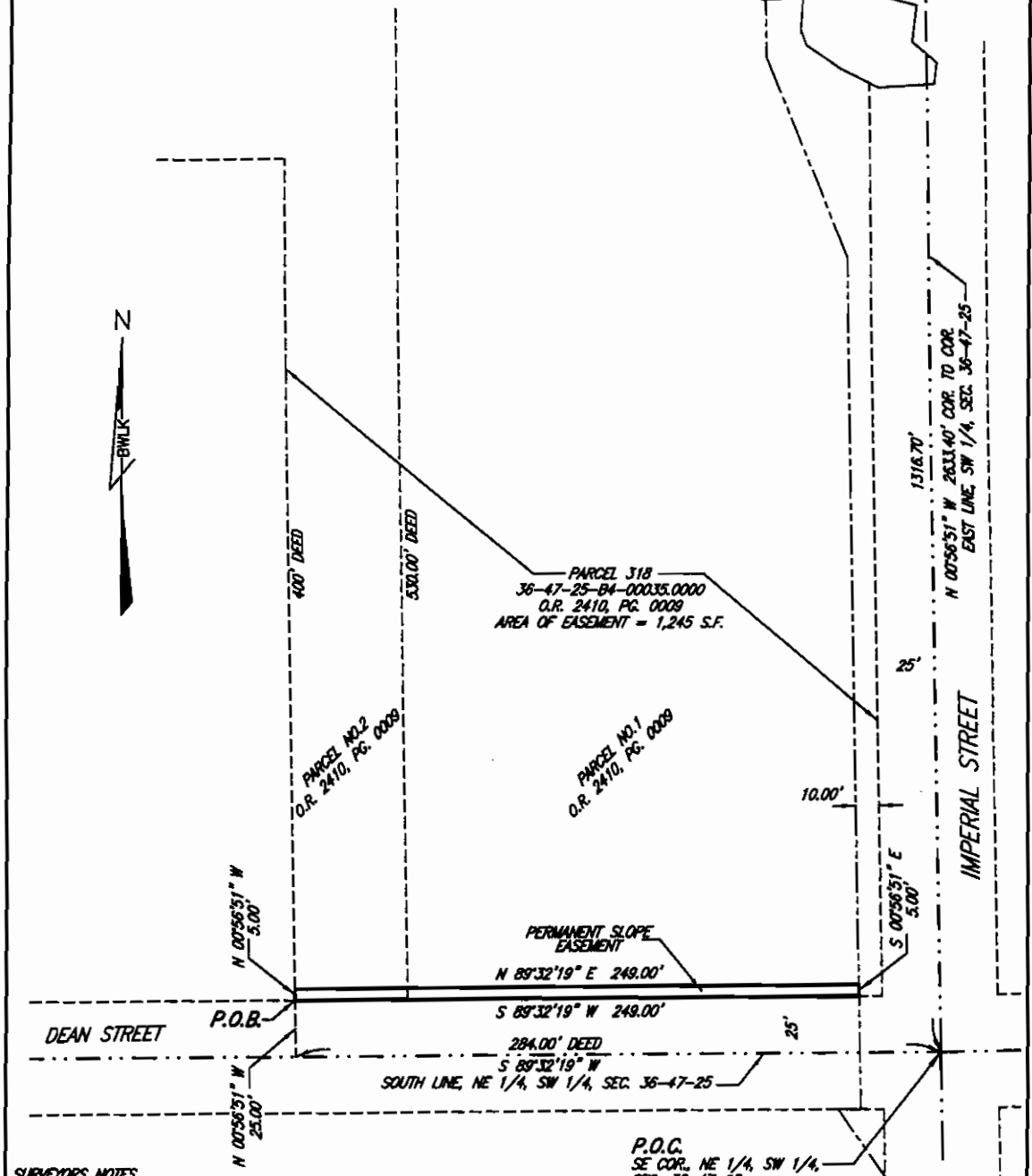
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF
A PARCEL OF LAND IN
SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

NE COR., SW 1/4,
SEC. 36-47-25

IMPERIAL RIVER

Exhibit "B"
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.

BEAM, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER: LB0004919
[Signature]
DATE: 12-21-05
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (28 4818)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041-I MOOREGARD BOULEVARD, FORT MYERS, FLORIDA 33919-0810 (238) 461-1331
Essement318.org

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-P-R)
01-10-05	35955	J.R.C.	1" = 60'	1 OF 1	36-47-25

Exhibit "C"

A parcel of land lying in Lee County, Florida described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 36, Township 47 South, Range 25 East;

Thence run Westerly along the center line of Dean Street, 234 feet;

Thence Northerly parallel to the West Quarter (W 1/4) section line of above-described Quarter Section, 530.00 feet;

Thence run at angle of 45°00'00" to the left, 90 feet, more or less, to the Southerly shore line of the Imperial River;

Thence run Southeasterly along the shore line of the Imperial River, 320 feet, more or less, to a point which is the intersection of the South shore line of the Imperial River and the above-mentioned West Quarter (W 1/4) section line;

Thence Southerly along the aforementioned West Quarter (W 1/4) section line, 488 feet, more or less, to the Point of Beginning;

LESS the Southerly and Easterly 25 feet for road right-of-way;

TOGETHER WITH the tract of land described as follows:

Commence at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 36, Township 47 South, Range 25 East;

Thence run West, along the South line of said fraction and along the center line of Dean Street, 234.00 feet to the Point of Beginning of parcel herein described; from said Point of Beginning, continue West along said center line of Dean Street, 50.00 feet;

Thence run Northerly, parallel to the East line of said fraction, 400 feet;

Thence run West, parallel to Dean Street, 155.00 feet;

Thence run North, parallel to the East line of said fraction, 490 feet, more or less, to the Southerly bank of the Imperial River;

Thence run Southeasterly along said South bank of Imperial River, 550 feet, more or less, to a point;

Thence run South 45°00'00" East, more or less, 90 feet, more or less, to a point which lies 530.00 feet North of, parallel to the East line of said fraction from the Point of Beginning;

Thence deflect 45°00'00" right and run South, parallel to said East line of fraction, 530.00 feet to the Point of Beginning;

LESS the South 25 feet for road right-of-way.

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: 318
Project: Imperial Street Widening, Project No. 4060
STRAP No.: 36-47-25-B4-00035.0000

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 200__, between MARILYN MARSHALL, whose address is 27700 Imperial Street, 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: 318

Exhibit "X"

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

IN WITNESS WHEREOF, Marilyn Marshall, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Marilyn Marshall

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 Marilyn Marshall. She is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

OWNERSHIP and EASEMENT SEARCH
Department of Public Works
County Lands

TO: Robert G. Clemens
Acquisition Program Manager

DATE: August 10, 1999

PARCEL : - 318

PROJECT: ~~LIVINGSTON Road & Bonita Springs, No. 4056~~

IMPERIAL STREET
WIDENING
#4060

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

#318

STRAP: 36-47-25-00-00035.0000

TLM

Effective Date: July 18, 1999 at 5:00 p.m. TLM

Subject Property: See Schedule "X" Attached

Title to the subject property is vested in the following:

Marilyn Marshall

By those certain instruments dated July 23, 1993, recorded July 28, 1993, in Official Record Book 2410, Page 9 and dated May 21, 1998, recorded July 2, 1998 in Official Record Book 2980, Page 3117, Public Records of Lee County, Florida.

Easements:

1. No Easements Found.
2. **NOTE:** As shown on deed recorded in Official Record Book 2410, Page 9, Raymond E. Rusk was formerly in title with Marilyn Marshall as joint tenants with full rights of survivorship. Thereafter, Raymond E. Rusk became deceased, as evidenced by the Death Certificate recorded in Official Record Book 2980, Page 3117. At his time of death, he was married to Josephine Harper Rusk. A judicial determination of the homestead status of the subject property in reference to Raymond E. Rusk may be necessary in order to clarify the interest held, if any, by Josephine Harper Rusk as the spouse of Raymond.
3. **FOR INFORMATION:** Dean Street abuts the project area and runs parallel to the southerly boundary of the subject parcel. Imperial Street runs parallel to the Easterly boundary line of the subject parcel. The North Half (N 1/2) of Dean and the West Half (W 1/2) of Imperial Street were formerly part of the plat of Bonita Gardens, however, they were thereafter vacated, as recited in Miscellaneous Book 31, Page 364. At that time, the underlying fee title to those portions of the roads went to Mary L. Doddridge and Monica F. Hunt. On the next deed in the chain recorded in Deed Book 242, Page 28, Mary L. Doddridge conveyed her interest LESS AND EXCEPT THE ROADS to Monica F. Hunt. We fail to find any subsequent deed which would release the interest of Mary L. Doddridge in the North Half (N 1/2) of Dean Street and the West Half (W 1/2) of Imperial Street. It appears that these private roadways have continuously been used for right-of-way and access purposes.

STRAP No. 36-47-25-00-00035.0000
1998 Taxes: Paid \$2,210.47 on November 18, 1998
Back Taxes: None
Garbage: Customer No. 001-13608 paid through September 30, 1998
Assessments: None Found

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 No. — 318

~~Wilmington Road & Bonita Springs, No. 4056~~

Search No. 21576/C

IMPERIAL STREET WIDENING #4060

A parcel of land lying in Lee County, Florida described as follows:

Commencing at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 36, Township 47 South, Range 25 East;

Thence run Westerly along the center line of Dean Street, 234 feet;

Thence Northerly parallel to the West Quarter (W 1/4) section line of above-described Quarter Section, 530.00 feet;

Thence run at angle of 45°00'00" to the left, 90 feet, more or less, to the Southerly shore line of the Imperial River;

Thence run Southeasterly along the shore line of the Imperial River, 320 feet, more or less, to a point which is the intersection of the South shore line of the Imperial River and the above-mentioned West Quarter (W 1/4) section line;

Thence Southerly along the aforementioned West Quarter (W 1/4) section line, 488 feet, more or less, to the Point of Beginning;

LESS the Southerly and Easterly 25 feet for road right-of-way;

TOGETHER WITH the tract of land described as follows:

Commence at the Southeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 36, Township 47 South, Range 25 East;

Thence run West, along the South line of said fraction and along the center line of Dean Street, 234.00 feet to the Point of Beginning of parcel herein described; from said Point of Beginning, continue West along said center line of Dean Street, 50.00 feet;

Thence run Northerly, parallel to the East line of said fraction, 400 feet;

Thence run West, parallel to Dean Street, 155.00 feet;

Thence run North, parallel to the East line of said fraction, 490 feet, more or less, to the Southerly bank of the Imperial River;

Thence run Southeasterly along said South bank of Imperial River, 550 feet, more or less, to a point;

Thence run South 45°00'00" East, more or less, 90 feet, more or less, to a point which lies 530.00 feet North of, parallel to the East line of said fraction from the Point of Beginning;

Thence deflect 45°00'00" right and run South, parallel to said East line of fraction, 530.00 feet to the Point of Beginning;

LESS the South 25 feet for road right-of-way.



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

10/28/2005

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, Parcels #318, Appraisal of Residential Land located at 27700 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 undivided fee simple 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.

The parent tract is a 5.21 acre parcel on the Imperial River. It is currently improved with a 1971 residential house. Based on our physical inspection of the property and aerial mapping, we believe the house will not be impacted by the road expansion, based on the distance of the house from the roadway. In addition, as the Highest and Best use of the parent tract is for residential development, we have valued the land as though vacant. Therefore, this is a Limited appraisal.

As the fee simple taking will adversely damage the current driveway access for the parent tract, Lee County has indicated they will construct a new driveway along Dean Street, at their expense.

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.

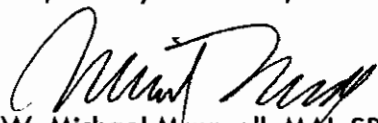
Maxwell & Hendry Valuation Services, Inc. does not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the public by the use of media for public communication without the prior written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

SIXTY THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS – (\$60,275)
*(Value of the Part Taken - \$27,038; Severance Damages - \$33,237)

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

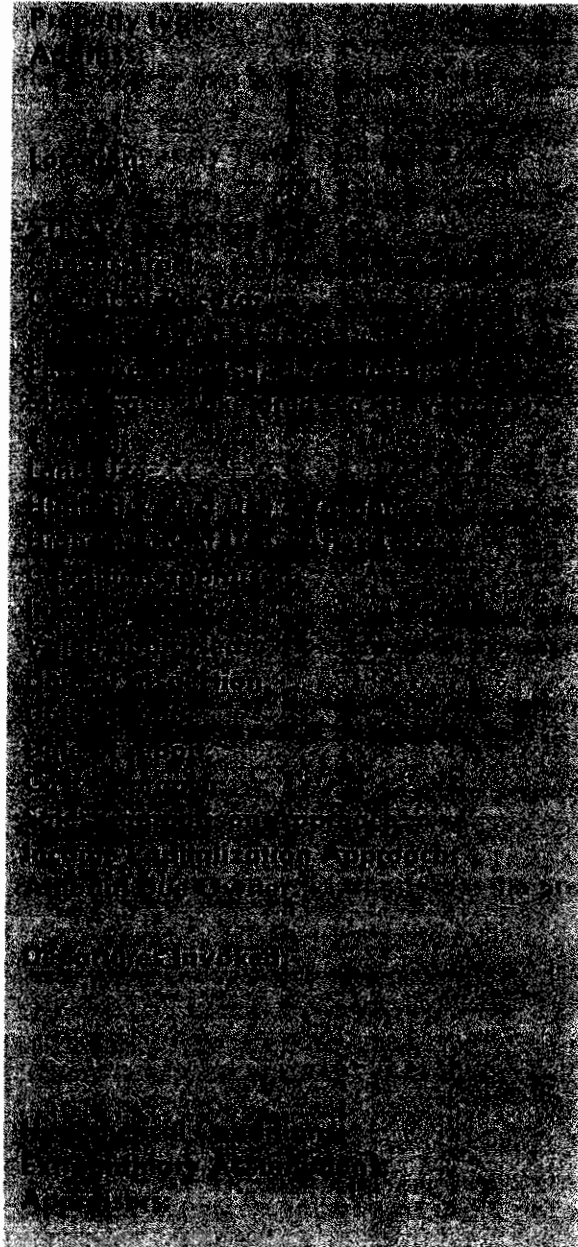


Matthew H. Caldwell,
Associate Appraiser
RI 9277



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

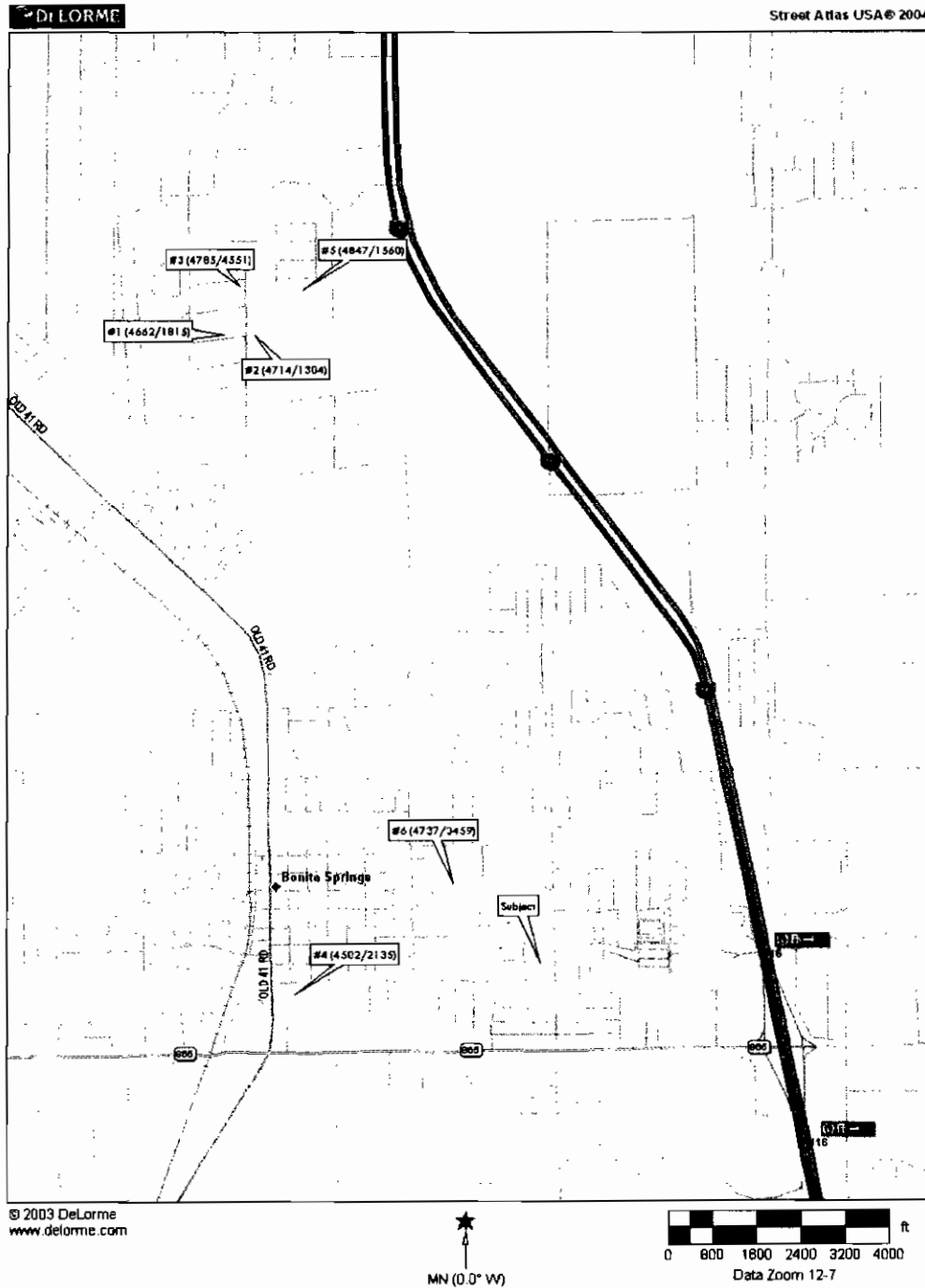
Section One – Executive Summary

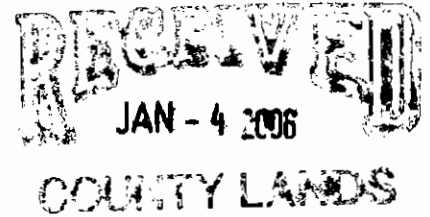


Residential Land
27700 Imperial Street, Bonita Springs, Lee
County, FL 34135 in Section 36, Township 47S,
Range 25E.
Located on the west side of Imperial Street, south
of the Imperial River
36-47-25-B4-00035.0000
505
Marilyn Marshall
226,948 / 5.21
6,105 / 0.1402
1,245 / 0.0286
TFC-2
Medium Density Single Family/Duplex Residential
Residential development
Residential development
As Is
Fee Simple
Market Value
10/19/2005
10/19/2005
10/28/2005
Not applicable
\$912,000 (Parent Tract)
Not applicable
\$60,275 *(Value of the Part Taken - \$27,038;
Severance Damages - \$33,237)
As the Highest and Best use of the parent tract is
for residential development and as the current
house improvement will not be affected by the
road expansion, we have valued the land as
though vacant.
None.
See Imperial Street Data Book
W. Michael Maxwell, MAI, SRA; Matthew H.
Caldwell

Sales Comparison Approach

Land Sales Map





January 3, 2006

*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

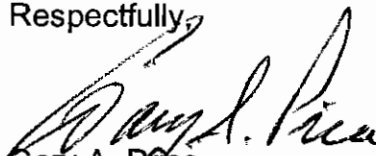
RE: Acquisition – Imperial Street Widening Project
Project No. 4060
Parcels 317-E, 317-W, 318, 533, 1011, 1013, 1002, 1004, 1017,
1019, and 1021

Dear Ms. Mann:

The binding offer amounts for the aforementioned parcels are reasonable and acquisition is recommended by my office.

If you need further authorization, feel free to contact me. Please send me copies of the appraisals for the aforementioned appraisals.

Respectfully,



Gary A. Price
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

5-Year Sales History

Parcel No. 318

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS