

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

**Blue Sheet No. 20060515**

**1. ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$11,300 for Parcel 1007, Imperial Street Widening, Project No. 4060, pursuant to the Purchase Agreement; and authorize the Division of County Lands to handle all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** Makes binding offer to property owner prior to initiation of condemnation proceedings as required by Florida Statutes.

**3. MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested.

**4. Departmental Category:** 6

**CGE**

**5. Meeting Date:** **05-09-2006**

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**7. Requirement/Purpose:** (specify)

- Statute 73 & 125
- Ordinance
- Admin. Code
- Other Blue Sheet 20051753 \*\*

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent  
 Division County Lands TLM 4/21/06  
 By: Karen L.W. Forsyth, Director *KLF*

**9. Background:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee Simple interest in 1,462 square feet of an improved residential lot

**Property Details:**

**Owner:** Anand A. Dataram and Carol V. Dataram, husband and wife  
**Address:** 27000 Pinetrail Court, Bonita Springs, FL 34135  
**STRAP No.** 36-47-25-B2-00800.0010

**Purchase Details:**

**Binding Offer Amount:** \$11,300

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$11,300, and commence Eminent Domain procedures.

**Appraisal Information:**

**Company:** Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA  
**Appraised Value:** \$10,211  
**Date of Appraisal:** November 21, 2005

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of \$1,089 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.

\*\*Prior binding offer approved by BoCC; however design changes now require acquisition of fee simple interest rather than slope easement

**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>K. Forsyth</i>			<i>6/20/06</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
4-26-06
2pm
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
4/27/06
9:30pm

Rec. by CoAtty
Date: 4/26/06
Time: 11:20am
Forwarded To: Admin. 4/26/06 1:40 pm

This document prepared by  
Lee County Division of County Lands  
Project: Imperial Street Widening, #4060  
Parcels: 1007  
STRAP No.: 36-47-25-B2-00800.0010

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 Anand A. Dataram and Carol V. Dataram, husband and wife, hereinafter referred to as SELLER, whose address is 27000 Pine Trail Court, 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 1,462 square feet, more or less, and located at 27000 Pine Trail Court, 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 Eleven Thousand Three Hundred Dollars (\$11,300), 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:**

\_\_\_\_\_  
Anand A. Dataram (DATE)

**SELLER:**

\_\_\_\_\_  
Carol V. Dataram (DATE)

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

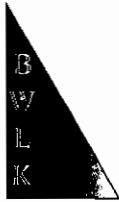
**BUYER:**

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)



# Bean, Whitaker, Lutz & Kareh, Inc.

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

Exhibit "A" Page 1 of 2

## LEGAL DESCRIPTION

Parcel 1007 (Revised 06-07-05)

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, being a portion of Lot 1 of Pinewood Estates according to the plat thereof as recorded in Plat Book 35 at Page 72 of the Public records of Lee County, Florida, more particularly described as follows:

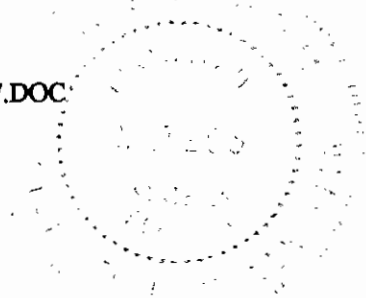
Begin at the northeast corner of Lot 1 of Pinewood Estates according to the plat thereof as recorded in Plat Book 35 at Page 72 of the Public records of Lee County, Florida, thence S.89°05'34"W. along the north line of said Lot 1 for 104.95 feet to the point of curvature of a circular curve concave to the southeast; thence westerly and southwesterly along the arc of said curve having for its elements a radius of 30.00 feet and a central angle of 57°09'45" for 29.93 feet; thence N.87°34'59"E. for 130.22 feet to an intersection with the east line of said Lot 1; thence N.01°00'11"W. along said east line for 10.31 feet to the point of beginning.

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

Date: 7 JUNE 05

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

PCL1007.DOC



### PRINCIPALS:

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

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS PLANNERS



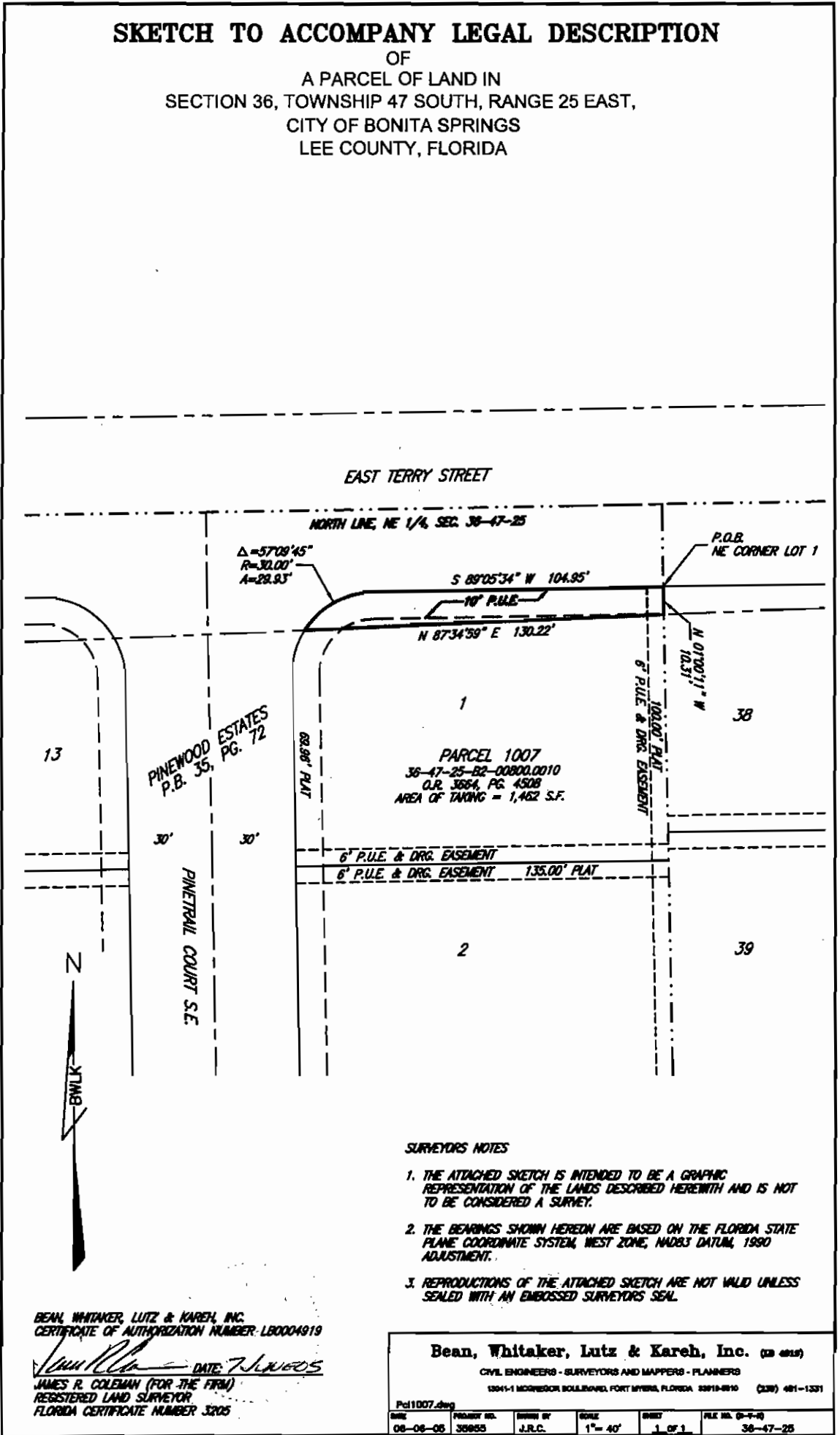
### ASSOCIATES:

- TRACY N. BEAN, AICP
- CHARLES D. KNIGHT, PSM
- W. BRITT POMEROY, JR., PSM
- STEPHEN H. SKORUPSKI, PSM
- ELWOOD FINEFIELD, PSM
- JAMES A. HESSLER, PSM
- JAMES R. COLEMAN, PSM
- RUDOLF A. NORMAN, PE

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

Exhibit "A"

Page 2 of 2



**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: 7/1/2005  
 JAMES R. COLEMAN (FOR THE FIRM)  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NUMBER 3205

**Bean, Whitaker, Lutz & Kareh, Inc.** (23 4818)  
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
 12041-1 MCDONOUGH BOLLING RD, FORT MYERS, FLORIDA 33918-8910 (238) 481-1331

Plot1007.dwg

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (P-T-R)
08-08-05	36955	J.R.C.	1" = 40'	1 OF 1	36-47-25



**Division of County Lands**

**Updated Ownership and Easement Search**

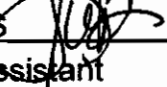
Search No. 36-47-25-B2-00800.0010

Date: February 17, 2006

Parcel: 1007

Project: Imperial Street Widening, Project  
4060

To: Teresa L. Mann, SR/WA  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant 

STRAP: 36-47-25-B2-00800.0010

Effective Date: February 13, 2006, at 5:00 p.m.

**Subject Property: See attached Exhibit "A"**

Title to the subject property is vested in the following:

**Anand A. Dataram and Carol V. Dataram, Husband and Wife**

By that certain instrument dated February 26, 2004, recorded March 12, 2004, in Official Record Book 4224, Page 1937, Public Records of Lee County, Florida.

**Easements:**

1. Subject to an Easement and Reservation contained in an instrument recorded in Official Record Book 826, Page 661, between Charlie A. Hedrick and Hortense P. Hedrick and Bonita Springs Water System, Inc.
2. Dedication to the public perpetual use of all streets, rights of way, drainage and public utility easements as shown on the plat of Pinewood Estates. Said dedication recorded in Official Record Book 1670, Page 782, Public Records of Lee County, Florida.
3. Utility Easement granted to Bonita Springs Utilities, Inc., recorded in Official Record Book 2563, Page 986, Public Records of Lee County, Florida.
4. Subject to Easements along each boundary of each lot for County drainage purposes and public utilities, said easements to 6 feet each side of said boundary unless otherwise shown. This Easement Dedication appears on the plat of Pinewood Estates, recorded in Plat Book 35, Pages 72 and 72, Public Records of Lee County, Florida. P.U.E. is also subject to a 50 foot section line setback along its Northerly boundary as shown on said map.

NOTE 1: Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

## Division of County Lands

Page 2 of 2

### Updated Ownership and Easement Search

Search No. 36-47-25-B2-00800.0010

Date: February 17, 2006

Parcel: 1007

Project: Imperial Street Widening, Project  
4060

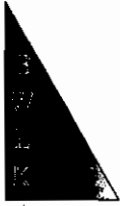
NOTE 2: Utility Service Lien (Wastewater) in favor of Bonita Springs Utilities, Inc., recorded in Official Record Book 4656, Page 54, Public Records of Lee County, Florida.

NOTE 3: Mortgage executed by Anand Dataram and Carol V. Dataram, Husband and Wife, in favor of Fifth Third Mortgage Company, dated June 20, 2005, recorded August 3, 2005, in Official Record Book 4827, Page 4566, Public Records of Lee County, Florida.

**Tax Status:** 2005 taxes paid November 28, 2005 in the amount of \$3,651.96.

*(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.**



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Exhibit "A" Page 1 of 2

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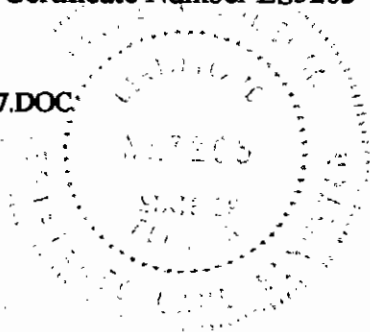
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Bean, Whitaker, Lutz & Kareh, Inc.  
Certificate of Authorization Number LB0004919

Date: 7 June 2005

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

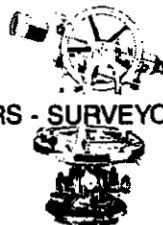
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AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS PLANNERS



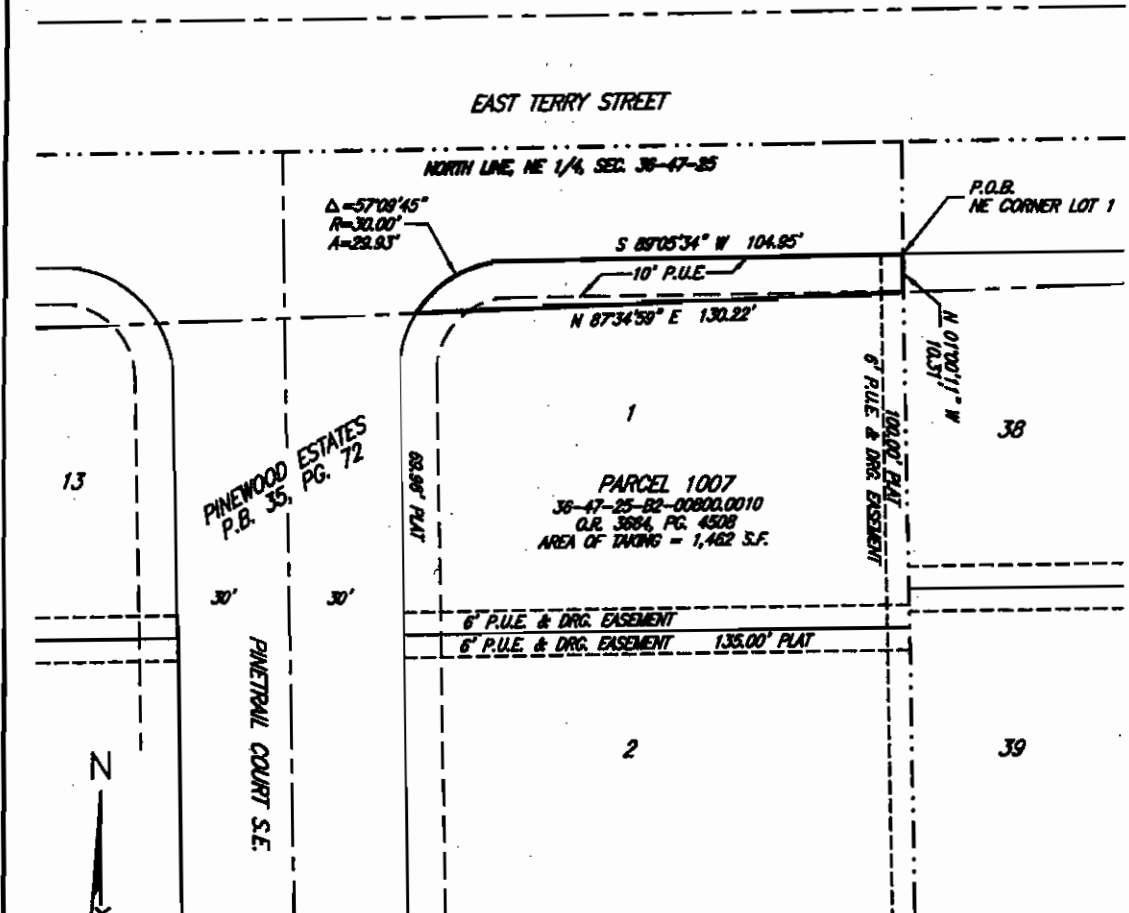
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BEAN, WHITAKER, LUTZ & KAREH, INC.  
 CERTIFICATE OF AUTHORIZATION NUMBER: LB0004919  
 \_\_\_\_\_ DATE: 7/11/2005  
 JAMES R. COLEMAN (FOR THE FIRM)  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NUMBER JRS05

**Bean, Whitaker, Lutz & Kareh, Inc. (pc 0000)**  
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
 12041-1 HICKORY BOLLING, FORT MYERS, FLORIDA 33916-8910 (239) 491-1531

Pol1007.dwg

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO.
08-08-05	30885	J.R.C.	1" = 40'	1 OF 1	36-47-25

# LAND APPRAISAL REPORT

File No. 603305

Borrower _____		Census Tract <u>504</u>	Map Reference <u>36-47-25</u>
Property Address <u>27000 Pinetrail Court</u>			
City <u>Bonita Springs</u>	County <u>Lee</u>	State <u>Florida</u>	Zip Code <u>34135</u>
Legal Description <u>Lot 1, Pinewood Estates</u>			
Sale Price \$ <u>0</u>	Date of Sale _____	Loan Term <u>N/A</u> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
Actual Real Estate Taxes \$ <u>3,055.68</u> (yr)		Loan charges to be paid by seller \$ <u>N/A</u>	Other sales concessions <u>None Known</u>
Lender/Client <u>Lee County Board of County Commissioners</u>		Address <u>Division of County Lands, P.O. Box 398, Fort Myers, FL, 33902-00</u>	
Occupant <u>Anand A. &amp; Carol V. Dat</u>		Appraiser <u>Matthew H. Caldwell</u>	Instructions to Appraiser _____

Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos. Present Land Use <u>40% 1 Family 10% 2-4 Family 5% Apts. 10% Condo 5% Commercial</u> <u>5% Industrial 25% Vacant %</u> Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) (*) From _____ To _____ Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant _____ % Vacant Single Family Price Range \$ <u>175,000</u> to \$ <u>1,500,000</u> Predominant Value \$ <u>250,000</u> Single Family Age <u>0</u> yrs. to <u>85</u> yrs. Predominant Age <u>20</u> yrs.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Employment Stability</td> <td>Good</td> <td>Avg.</td> <td>Fair</td> <td>Poor</td> </tr> <tr> <td>Convenience to Employment</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Shopping</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Schools</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Recreational Facilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Utilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Property Compatibility</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Protection from Detrimental Conditions</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Police and Fire Protection</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>General Appearance of Properties</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Appeal to Market</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Employment Stability	Good	Avg.	Fair	Poor	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"/>
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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 <u>100' x 135'</u>	=	<u>13,500</u> Sq. Ft. or Acres	<input checked="" type="checkbox"/> Corner Lot
Zoning classification <u>RS-2 (Zoning)/Mod. Den. SF Res. (Land Use)</u>	Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations		
Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____			
Elec. <input type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____ Gas <input type="checkbox"/> _____ Water <input checked="" type="checkbox"/> _____ San. Sewer <input checked="" type="checkbox"/> _____ <input type="checkbox"/> Underground Elect. & Tel. _____	DFF SITE IMPROVEMENTS Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface Paved _____ Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	Topo Level _____ Size <u>Typical</u> Shape <u>Rectangular</u> View <u>Residential</u> Drainage <u>Adequate</u>	Is the property located in a HUD Identified Special Flood Hazard Area? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): <u>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.</u>			

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	<u>27000 Pinetrail Court Bonita Springs</u>	<u>25710 Corzine Road Bonita Springs</u>	<u>10330 Morningside Lane Bonita Springs</u>	<u>9047 Somerset Lane Bonita Springs</u>
Proximity to Subject		<u>1.75 miles NW</u>	<u>1.83 miles NW</u>	<u>2.62 miles SW</u>
Sales Price	<u>\$ N/A</u>	<u>\$ 159,000</u>	<u>\$ 156,000</u>	<u>\$ 64,000</u>
Price per square foot		<u>\$ 6.34</u>	<u>\$ 6.22</u>	<u>\$ 7.10</u>
Data Source	<u>Current Inspection</u>	<u>Book/Page OR# 4830/4421</u>	<u>Book/Page OR# 4752/2796</u>	<u>Book/Page OR# 4564/1796</u>
Date of Sale and Time Adjustment	<u>N/A</u>	<u>06/15/2005</u>	<u>05/20/2005</u>	<u>12/28/2004</u>
Location	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>
Site/View	<u>13,500 square feet</u>	<u>25,100 square feet</u>	<u>25,070 square feet</u>	<u>9,017 square feet</u>
View	<u>Residential</u>	<u>Residential</u>	<u>Residential</u>	<u>Residential</u>
Zoning	<u>RS-2</u>	<u>RS-1</u>	<u>RS-1</u>	<u>AG-2</u>
Busy Road	<u>East Terry Street</u>	<u>Residential Street</u>	<u>Residential Street</u>	<u>Residential Street</u>
Sales or Financing Concessions				
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - : \$ <u>70,000</u>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - : \$ <u>70,000</u>	<input checked="" type="checkbox"/> + <input type="checkbox"/> - : \$ <u>20,000</u>
Indicated Value of Subject		<u>\$ 89,000</u>	<u>\$ 86,000</u>	<u>\$ 84,000</u>

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

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 _____ State Registered Trainee Appraiser, RI 9277 <u>Matthew H. Caldwell</u> Appraiser(s)	November 21, 2005 to be \$ <u>85,000</u> State Certified General Appraiser, RZ 55 <u>W. Michael Maxwell, MAI, SRA</u> <input checked="" type="checkbox"/> Did <input type="checkbox"/> Did Not Physically Inspect Property Review Appraiser (if applicable)
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**LAND APPRAISAL REPORT  
MARKET DATA ANALYSIS**

File No. 603305

File No. 603305

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	27000 Pinetral Court Bonita Springs	27447 Pinecrest Lane Bonita Springs		27431 Pinecrest Lane Bonita Springs		27413 Pinecrest Lane Bonita Springs	
Proximity to Subject		0.65 miles SE		0.64 miles SE		0.63 miles SE	
Sales Price	\$ N/A	\$ 101,900		\$ 100,900		\$ 101,900	
Price per square foot	\$	\$ 5.10		\$ 5.05		\$ 5.10	
Data Source	Current Inspection	Book/Page OR# 4828/4747		Book/Page OR# 4813/3508		Book/Page OR# 4828/4793	
Date of sale and	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Time Adjustment	N/A	07/08/2005		07/08/2005		07/08/2005	
Location	Suburban	Suburban		Suburban		Suburban	
Site/View	13,500 square feet	20,000 square feet	-25,000	20,000 square feet	-25,000	20,000 square feet	-25,000
View	Residential	Residential		Residential		Residential	
Zoning	RS-2	RS-1		RS-1		RS-1	
Busy Road	East Terry Street	Interstate 75	+10,000	Interstate 75	+10,000	Interstate 75	+10,000
Sales or Financing Concessions							
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 15,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 15,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 15,000
Indicated Value of Subject			\$ 86,900		\$ 85,900		\$ 86,900
Comments:							
<b>Previous Transfers</b>							
There have been no valid transfers of the comparable sales in the past three years.							
<b>Sales Comparison Comments</b>							
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 \$85,050, rounded to \$85,000.							

## Analysis of the Taking

File No. 603305

Owner	Anand A. & Carol V. Dataram		
Property Address	27000 Pinetrail Court		
City	Bonita Springs	County	Lee
		State	Florida
		Zip Code	34135
Client	Lee County Board of County Commissioners		

### Description of the Take

There is one taking associated with this parcel, a fee simple taking.

The take area is a rectangular parcel, that varies in depth, located along the north border of the property. The total take area is 1,462 square feet, as provided by the survey.

### Value of the Whole before Take

As already concluded, the value of the land is \$85,000. In addition, we must also consider the value of the improvements that will be affected by the taking. The taking will impact a portion of the concrete driveway. The portion of the driveway is valued at \$1,000. Therefore, the Value of the Whole before Take is \$86,000.

### Value of the Part Taken

Fee Simple Take - 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:

1,462	(Take Area - Square Feet)
X \$ 6.30	(Per Square Foot Value)
\$ 9,211	(Value of the Part Taken - Fee Simple)
+ \$ 1,000	(Value of the Site Improvements Taken)
\$ 10,211	(Value of the Part Taken - Total)

### 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.

\$ 86,000	(Value of the Whole before Take)
- \$ 10,211	(Value of the Part Taken)
\$ 75,789	(Remainder Value as Part of Whole)

### Remainder Value after Take

As this taking is substantially contained in the setback area required by zoning, this 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 \$75,789 and \$75,839 is due to rounding errors.

$$12,038 \quad @ \quad \$6.30 \text{ psf} \quad = \quad \$75,839 \quad (\text{Remainder Value} - \text{Fee Simple})$$

### Severance Damages

As the proposed taking is contained in areas required for setbacks and drainage, it is our opinion that the taking will not adversely affect the improvements. Therefore, there are no Severance Damages.

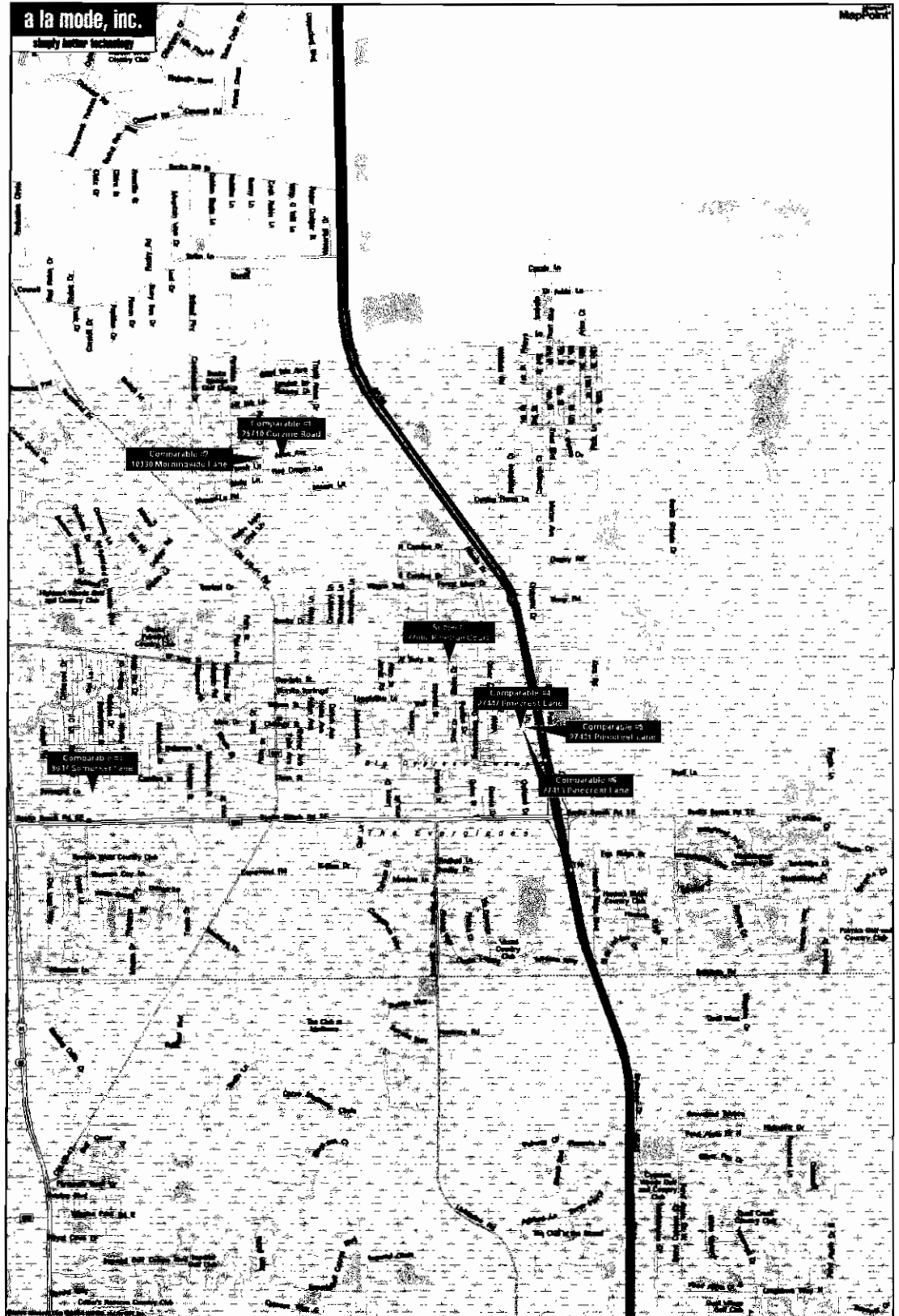
### Amount Due Owner

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

\$ 10,211	(Value of the Part Taken )
+\$ 0	(Severance Damages)
\$ 10,211	(Amount Due Owner)

# Location Map

Owner	Anand A. & Carol V. Dataram		
Property Address	27000 Pinetrail Court		
City	Bonita Springs	County	Lee
		State	Florida
		Zip Code	34135
Client	Lee County Board of County Commissioners		







*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

**Richard Ferrelra**  
Councilman  
District One

**Alex Grantt**  
Councilman  
District Two

**Patrick McCourt**  
Councilman  
District Three

**John Joyce**  
Councilman  
District Four

**Martha Simons**  
Councilwoman  
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

April 24, 2006

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

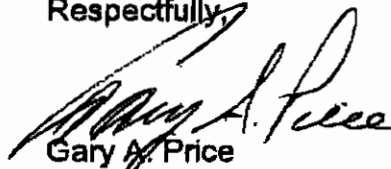
RE: Purchase Agreement – Imperial Street Widening Project  
Project No. 4060  
Parcels 1005, 1007, and 1009 (Partials)

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: John Gucciardo, Special Project Coordinator

# 5-Year Sales History

Parcel No. 1007

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
Mahadai Dataram, joined by her husband, Madan G. Rajkumar, and Anand A. Dataram, joined by his wife, Carol V. Dataram	Anand A. Dataram and Carol V. Dataram, h/w	\$100	2/2004	N
Margus Enterprises, Inc.	Mahadai Dataram and Anand Dataram, joint tenants	\$33,000	5/2002	Y

**NOTE: Sale relates to "parent tract" of the subject parcel.**