

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

Blue Sheet No. 20060517

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$17,800 for Parcel 1009, 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 **CGG** **5. Meeting Date:** **05-09-2006**

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute <u>73 & 125</u> <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other <u>Blue Sheet 20051754 **</u>	8. Request Initiated: Commissioner _____ Department <u>Independent</u> Division <u>County Lands TLM 4/21/06</u> By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i>
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9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Fee Simple interest in 2,168 square feet of an improved residential lot

Property Details:
Owner: Joseph Roskuski
Address: 27001 Pinetrail Court, Bonita Springs, FL 34135
STRAP No. 36-47-25-B2-00800.0130

Purchase Details:
Binding Offer Amount: \$17,800
 In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$17,800, and commence Eminent Domain procedures.

Appraisal Information:
Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$16,158
Date of Appraisal: November 21, 2005

Staff Recommendation: Staff is of the opinion that the purchase price increase of \$1,642 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	Mgr.	Grants	Mgr.	
<i>K. Forsyth</i>			<i>BAO 4/25</i>	<i>[Signature]</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
4:32:214

Rec. by CoAtty
Date: <i>4/26/06</i>
Time: <i>11:20 AM</i>
Forwarded To:
<i>4/26/06 1:40 pm</i>

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcels: 1009
STRAP No.: 36-47-25-B2-00800.0130

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 Joseph Roskuski, hereinafter referred to as SELLER, whose address is 26876 McLaughlin Boulevard, Bonita Springs, FL 34134, 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 2,168 square feet, more or less, and located at 27001 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 Seventeen Thousand Eight Hundred Dollars (\$17,800), 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:

SELLER:

Joseph Roskuski (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: Joseph Roskuski

PARCEL NO. 1009

- 1) BUYER, at its expense, will have the chain link fence located within the proposed acquisition area, relocated by a licensed fence company, to an area on the remainder property that is acceptable to BUYER and SELLER.

WITNESSES:

SELLER:

Joseph Roskuski (DATE)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

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

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



Bean, Whitaker, Lutz & Kareh, Inc.

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

Exhibit "A"

Page 1 of 2

LEGAL DESCRIPTION

Parcel 1009 (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 13 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 northwest corner of Lot 13 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 N.89°05'34"E. along the north line of said Lot 13 for 106.01 feet to the point of curvature of a circular curve concave to the southwest; thence easterly and southeasterly along the arc of said curve having for its elements a radius of 30.00 feet and a central angle of 61°10'45" for 32.03 feet; thence S.87°34'59"W. for 132.30 feet to an intersection with the west line of said Lot 13; thence N.01°01'28"W. along said west line for 19.02 feet to the point of beginning.

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

Date: 7 JUNE 05

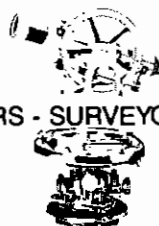
James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1009.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



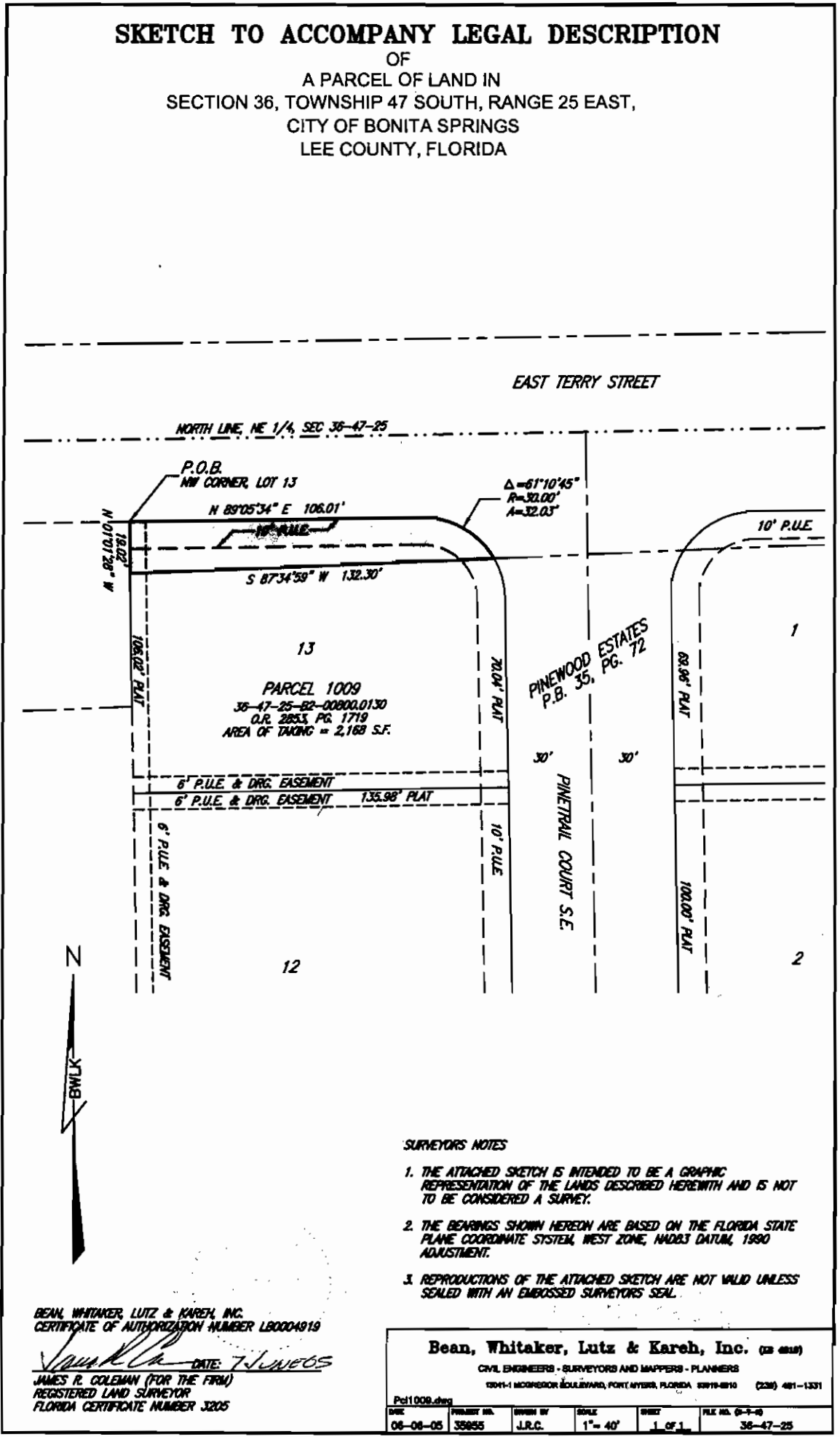
ASSOCIATES:

TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD PINEFIELD, 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 JUNE 05
 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 MCNEERSON BOULEVARD, FORT MYERS, FLORIDA 33919-8810 (238) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO.
08-08-05	35855	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-B2-00800.0130

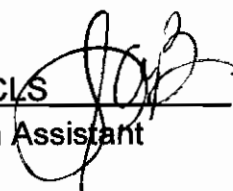
Date: February 20, 2006

Parcel: 1009

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-B2-00800.0130

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:

Joseph Roskuski

By that certain instrument dated July 31, 1997, recorded August 6, 1997, in Official Record Book 2853, Page 1719, Public Records of Lee County, Florida.

Easements:

1. Easement granted to Bonita Springs Water System, Inc., recorded in Official Record Book 826, Page 661, Public Records of Lee County, Florida.
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. Grant of 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 Easement Dedications as recited on the plat of "Pinewood Estates" as recorded in Plat Book 35, Pages 71 and 72, Public Records of Lee County, Florida. Whereas easements along each boundary of each lot for county drainage purposes and public utilities, said easements to be 6 feet each side of said boundary unless otherwise shown. P.U.E. is subject to a 50 foot section line setback on 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

Updated Ownership and Easement Search

Search No. 36-47-25-B2-00800.0130

Date: February 20, 2006

Parcel: 1009

Project: Imperial Street Widening, Project
4060

NOTE(2): Mortgage executed by Joseph Roskuski, in favor of Colonial Bank, dated February 23, 1998, recorded April 1, 1998, in Official Record Book 2940, Page 182, Public Records of Lee County, Florida.

Tax Status: 2005 taxes paid December 15, 2005 in the amount of \$790.75.

(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.



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwlk.net
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Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

Date: 7 JUNE 05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1009.DOC

PRINCIPALS:

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CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



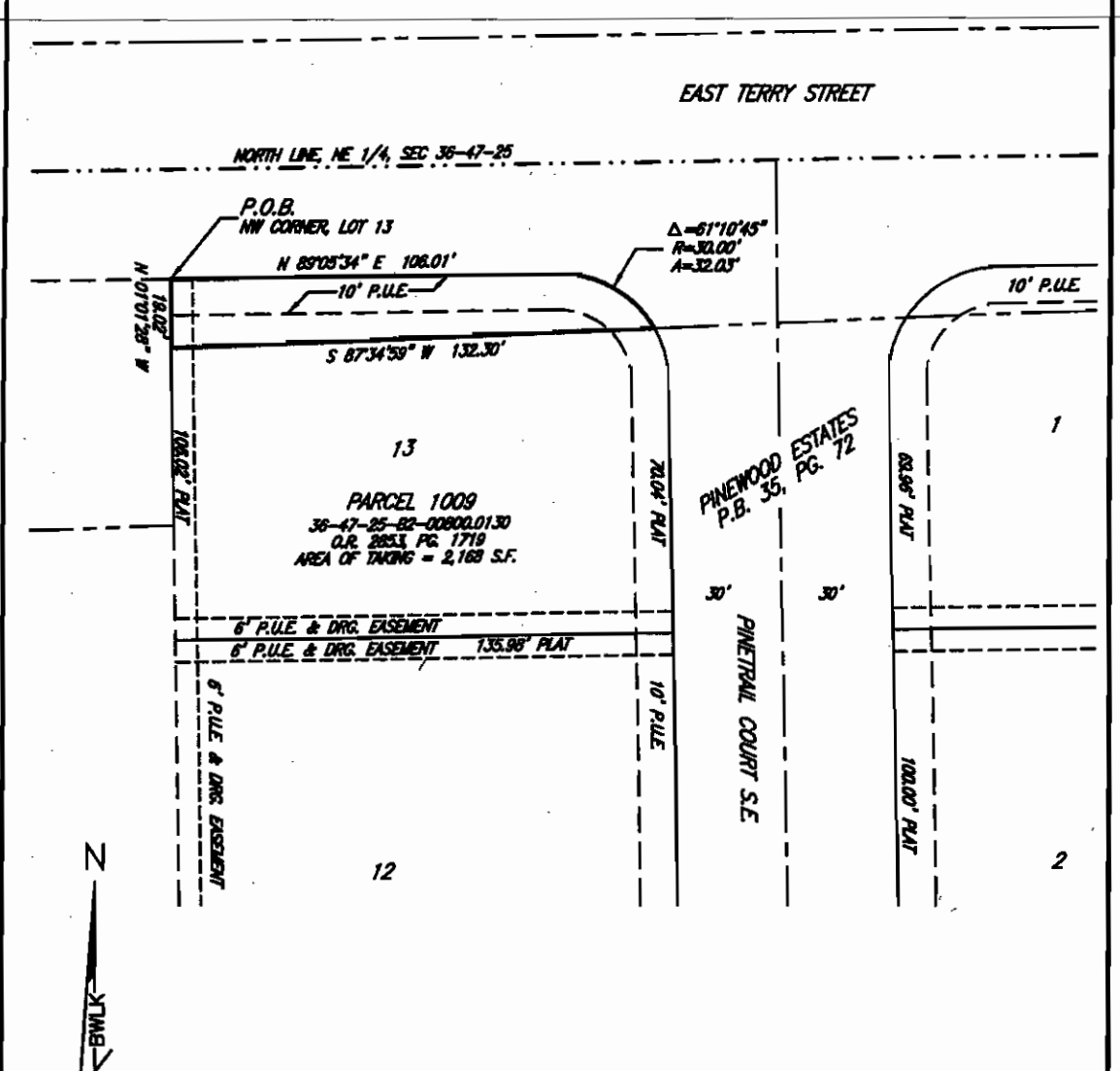
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BEAN, WHITAKER, LUTZ & KAREH, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER LB0004019

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. (20 0808)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 20414 MONROE BOULEVARD, FORT MYERS, FLORIDA 33908-8910 (239) 481-1531

Par1009.dwg
 DATE: 08-08-05 PLOT NO.: 30855 DRAWN BY: J.R.C. SCALE: 1" = 40' SHEET: 1 OF 1 FILE NO.: 36-47-25

LAND APPRAISAL REPORT

File No. 603304

Borrower _____ **Census Tract** 504 **Map Reference** 36-47-25
Property Address 27001 Pinetrail Court
City Bonita Springs **County** Lee **State** Florida **Zip Code** 34135
Legal Description Lot 13, Pinewood Estates
Sale Price \$ 0 **Date of Sale** _____ **Loan Term** N/A yrs. **Property Rights Appraised** Fee Leasehold De Minimis PUD
Actual Real Estate Taxes \$ 566.68 (yr) **Loan charges to be paid by seller** \$ N/A **Other sales concessions** None Known
Lender/Client Lee County Board of County Commissioners **Address** Division of County Lands, P.O. Box 398, Fort Myers, FL, 33902-01
Occupant Joseph Roskuski **Appraiser** Matthew H. Caldwell **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 40% 1 Family 10% 2-4 Family 5% Apts. 10% Condo 5% Commercial 5% Industrial 25% Vacant _____ % 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 \$ 175,000 to \$ 1,500,000 Predominant Value \$ 250,000 Single Family Age 0 yrs. to 85 yrs. Predominant Age 20 yrs.	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">Employment Stability</td> <td style="width: 5%;"><input type="checkbox"/></td> <td style="width: 5%;"><input checked="" type="checkbox"/></td> <td style="width: 5%;"><input type="checkbox"/></td> <td style="width: 5%;"><input type="checkbox"/></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	<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"/>
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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 100' x 135' = _____ 13,500 Sq. Ft. or Acres Corner Lot
Zoning classification RS-2 (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 <input type="checkbox"/> Other (Describe) _____ Elec. <input checked="" type="checkbox"/> Gas <input type="checkbox"/> None Apparent Water <input checked="" type="checkbox"/> San. Sewer <input checked="" type="checkbox"/> <input type="checkbox"/> Underground Elect. & Tel.	OFF 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 Typical Shape Rectangular View Residential Drainage Adequate Is the property located in a HUD identified Special Flood Hazard Area? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
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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	27001 Pinetrail Court Bonita Springs	25710 Corzine Road Bonita Springs	10330 Morningside Lane Bonita Springs	9047 Somerset Lane Bonita Springs
Proximity to Subject		1.75 miles NW	1.83 miles NW	2.62 miles SW
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	13,500 square feet	25,100 square feet -55,000	25,070 square feet -55,000	9,017 square feet +25,000
View	Residential	Residential	Residential	Residential
Zoning	RS-2	RS-1	RS-1	AG-2
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"/> - \$ 70,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 70,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 20,000
Indicated Value of Subject		\$ 89,000	\$ 86,000	\$ 84,000

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 November 21, 2005 **to be \$** 85,000

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)**

**LAND APPRAISAL REPORT
MARKET DATA ANALYSIS**

File No. 603304

File No. 603304

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	27001 Pinetrail 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:							
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 \$85,050, rounded to \$85,000.							

Analysis of the Taking

File No. 603304

Owner	Joseph Roskuski			
Property Address	27001 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 2,168 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. There is a chain-link fence and mature landscaping located in the take area. We have assumed that Lee County will move the fence at their expense. The landscaping (date palm, shrubbery, etc.) has a contributory value of \$2,500. Therefore, the Value of the Whole before Take is \$87,500.

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:

2,168	(Take Area - Square Feet)
X \$ 6.30	(Per Square Foot Value)
\$ 13,858	(Value of the Part Taken - Fee Simple)
+ \$ 2,500	(Value of the Site Improvements Taken)
\$ 16,158	(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.

\$ 87,500	(Value of the Whole before Take)
- \$ 16,158	(Value of the Part Taken)
\$ 71,342	(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 \$71,342 and \$71,392 is due to rounding errors.

$$11,332 \quad @ \quad \$6.30 \text{ psf} \quad = \quad \$71,392 \quad (\text{Remainder Value - Fee Simple})$$

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.

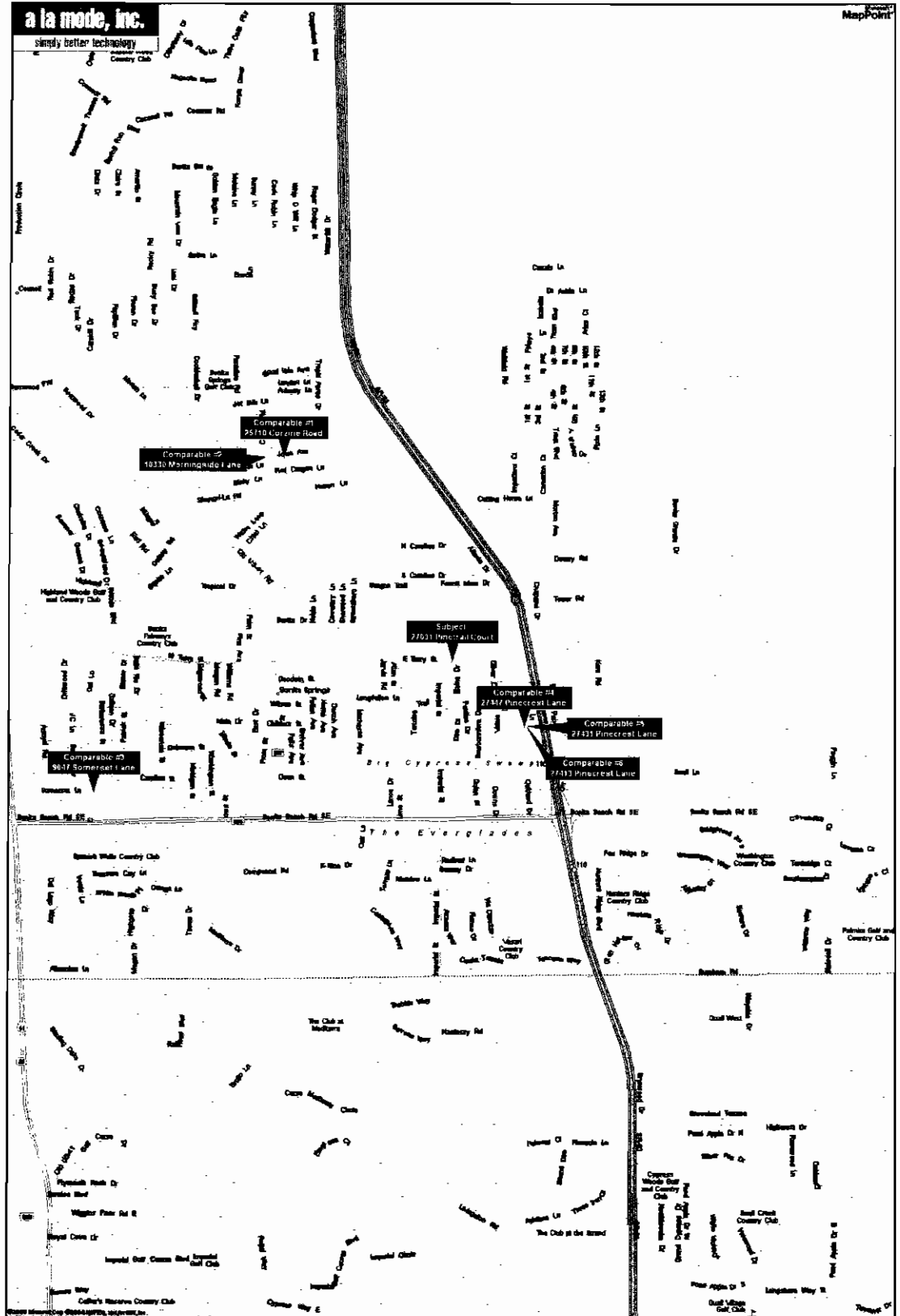
Amount Due Owner

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

\$ 16,158	(Value of the Part Taken)
+\$ 0	(Severance Damages)
\$ 16,158	(Amount Due Owner)

Location Map

Owner	Joseph Roskuski		
Property Address	27001 Pinetral 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 Ferreira
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

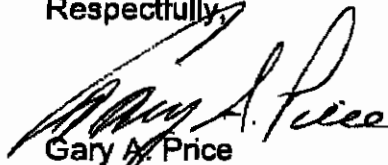
RE: Purchase Agreement -- Imperial Street Widening Project
Project No. 4060
Parcels 1005, 1007, and 1009 (Partials)

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. 1009

Imperial Street Widening
Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS