

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

Blue Sheet No. 20061030

1. ACTION REQUESTED/PURPOSE: Approve an exchange of real property owned by Lee County identified as a portion of STRAP No. 36-47-25-B2-01049.0000 for property identified as Parcel 321, of Imperial Street Widening, Project No. 4060, pursuant to the Agreement for Exchange; authorize Chairwoman to execute all documents necessary to effectuate the exchange; authorize the Division of County Lands to handle all documentation necessary to complete the transaction; and approve payment of costs to close.

2. WHAT ACTION ACCOMPLISHES: Authorizes an exchange of real property interests under §125.37, F.S.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6 **C6C** **5. Meeting Date:** Date Critical
8-15-2006

6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent		<input checked="" type="checkbox"/> Statute	125.37	Commissioner	
<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		Department	Independent
<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code		Division	County Lands TLM 8/2/06
<input type="checkbox"/> Public		<input checked="" type="checkbox"/> Other	Blue Sheet 20051707	By:	Karen L.W. Forsyth, Director <i>KLF</i>
<input type="checkbox"/> Walk-On					

9. Background:
Parcel 322, was acquired for the Imperial Street Widening Project from Bonita Beach Road north to East Terry Street in February 2004. A remainder parcel (identified as Parcel 322-A, ± 2,452 square feet) is adjacent to property owned by Mary Ann Matthews. The same widening project involves a portion of the Matthews' property identified as Parcel 321 (± 2,350 square feet) and further identified as a portion of STRAP No. 36-47-25-B2-01026.0000.

The fee simple exchange is being proposed in lieu of purchasing the required interests from Mary Ann Matthews. In addition to the exchange the owner is entitled to a payment of \$59,250 attributable to any severance damages, attorney fees, costs and impacts associated with the project; pursuant to binding offer referenced in Blue Sheet No. 20051707.

Account: 20406063000.506110

Attachments: Agreement for Exchange of Real Estate, Resolution of Exchange, Title Data, Appraisal Data, Blue Sheet No. 20051707

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>8/2/06</i>	<i>R.L.</i>	<i>8/3/06</i>		<i>8/3/06</i>		<i>J. Anderson 8-3-06</i>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN:
8/3/06 8:40 MR.
COUNTY ADMIN FORWARDED TO:

Rec. by CoAtty
Date: 8/3/06
Time: 5:55 AM
Forwarded To:

THIS INSTRUMENT PREPARED BY:

Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902

Strap No.: 36-47-25-B2-01026.0000

AGREEMENT FOR EXCHANGE OF REAL ESTATE

THIS AGREEMENT is for the exchange of real property between **Mary Ann Matthews**, whose address is 27458 Imperial Oaks Circle, Bonita Springs, Florida 34135 (Owner), and **Lee County, a political subdivision of the State of Florida**, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 (County), as follows:

1. PURPOSE: The purpose of this Agreement is to facilitate the smooth exchange of property relating to the Imperial Street Widening Project, No. 4060.

2. AGREEMENT TO EXCHANGE: In consideration of this Agreement and subject to Florida Statute 125.37 and the terms and conditions set forth below, the parties agree to exchange the following parcels:

- a. Owner to County: Owner will convey by Warranty Deed to County that property legally described in attached Exhibit "A".
- b. County to Owner: County will convey by County Deed to Owner that property legally described in attached Exhibit "B".

3. EVIDENCE OF TITLE: County, with regard to the property identified in Exhibits "A", and "B", will obtain at County'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 County. 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.

Prior to closing, County will have a reasonable time to examine the title and documents establishing legal access to the property. If County discovers defects in the title or legal access, County will notify Owner in writing of the defects. Owner will make a prompt and diligent effort to correct the defects.

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4. CONDITION OF PROPERTY; RISK OF LOSS: The parties have inspected the property to be conveyed and agree to accept it as is, or as otherwise provided in this Agreement. Any loss or damage to the property to be conveyed occurring between the date this Agreement is executed and the closing date will be at the current property Owner's sole risk and expense. In the event the property to be conveyed is damaged, either or both parties may agree to accept the damaged property or cancel this Agreement without objection.

5. DOCUMENTS AND EXPENSES:

a. It is Owner's responsibility to pay for and provide:

- (1) 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;
- (2) any documents necessary to effect a partial release or satisfaction of mortgage;
- (3) any utility services attributable to the property described in Exhibit "A", up to, but not including, the closing date;
- (4) all taxes or special assessments attributable to the property described in Exhibit "A", due and payable on or before the closing date;
- (5) Owner's attorney's fees or real estate broker fees, if any.

b. It is the County's responsibility to provide and pay for:

- (1) a statutory County Deed and an affidavit regarding liens, possession in a form sufficient to allow "gap" coverage by title insurance;
- (2) recording fees for both deeds;
- (3) documentary stamp taxes on both deeds;
- (4) partial release of mortgage fees;
- (5) survey (if desired by County);
- (6) title insurance fees on both properties.

6. SURVEY: Either party may, at their own expense, survey the Property to be conveyed. If the survey reveals a discrepancy in the size or dimensions of the Property or shows encroachments onto the property, or that property improvements encroach onto adjacent lands, or identifies violations of recorded covenants or the terms of this Agreement, then upon notice, either party may elect to treat the discrepancies, violations or encroachments as a title defect.

7. ENVIRONMENTAL AUDIT: Either party may, at their own expense, perform or have performed an environmental audit of the property to be conveyed. If the audit identifies environmental problems unacceptable to the party performing the audit, that party may elect to accept the property in its existing condition or terminate this Agreement without obligation.

8. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. Execution of this document constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns.

9. DATE AND LOCATION OF CLOSING: The closing for this transaction will take place at the Lee County Office of County Lands or at a title company, acceptable to the County, on or before 30 days from the date this Agreement is executed by the County, or as otherwise mutually agreed by the parties. Closing will occur after the statutory public notice for Resolution of Exchange has been published and the Board adopts a Resolution authorizing the exchange.

10. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

11. REAL ESTATE BROKERS: Owner agrees to indemnify and hold County harmless for any real estate broker claims made by or through owner. County agrees to indemnify and hold Owner harmless for any real estate broker claims made by or through County.

12. ADDENDA; OTHER AGREEMENTS: A Special Conditions Addendum is attached hereto and made a part hereof this Agreement. Any further amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

OWNER:

Witness signature

Mary Ann Matthews (Date)

Printed name

Witness signature

Printed name

ATTEST:
CHARLIE GREEN, CLERK

COUNTY:
LEE COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Mary Ann Matthews
PARCEL NO. 321

- 1) OWNER has agreed to a land exchange with COUNTY for the right-of-way needed for the Imperial Street Widening Project. In addition to the exchange, COUNTY will pay OWNER at closing the amount of \$59,250.00 attributable to any severance damages, attorney's fees, costs, and impacts associated with the project.
- 2) COUNTY, at its expense, will provide the legal description and sketch of the property described in Exhibit "B".
- 3) OWNER and COUNTY agree to delay the COUNTY's conveyance of the property described in Exhibit "B" until completion of the construction project, known as "Imperial Project". COUNTY will provide written notification to OWNER within 15 days of completion of construction of the Imperial Project. Within 30 days of said completion of construction, COUNTY will execute and record the County Deed to OWNER conveying the property described in Exhibit "B", attached hereto and made a part hereof, known as "Conveyance". Subsequent to such Conveyance, COUNTY shall be responsible for obtaining Owner's Title Insurance Policy for the property described in Exhibit "B". COUNTY covenants to OWNER that the title exceptions contained in the title commitment for the property described in Exhibit "B", and accepted by OWNER, shall not change as of the date of the COUNTY's conveyance to OWNER, except for the drainage easement set forth as Special Conditions 4 and 5.
- 4) OWNER and COUNTY are aware that drainage improvements will be constructed over a portion of the property described in Exhibit "B". OWNER and COUNTY agree that the specific location of the improvements cannot be defined until completion of the construction project, however, the property conveyed to OWNER will be subject to a 20 foot drainage easement. Within 30 days of completion of construction, COUNTY, at its expense, will provide a legal description and sketch of the proposed easement area.
- 5) OWNER agrees to execute the drainage easement attached as Exhibit "C" within 15 days of written request.
- 6) OWNER will not encumber or mortgage the property described in Exhibit "B" until easement is finalized with COUNTY and recorded in the public records. From the date of the Agreement to the date of the Conveyance recordation, COUNTY agrees that the title to the property described in Exhibit "B" will be good and marketable and that it will not encumber or impair same.
- 7) Special Conditions 3, 4, 5, and 6 listed above will survive the closing of this transaction.

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

OWNER:

Mary Ann Matthews (DATE)

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

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



Bean, Whitaker, Lutz & Kareh, Inc.

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

Exhibit "A"

Page 1 of 2

LEGAL DESCRIPTION

Parcel 321

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County Florida, being a portion of Lot 26 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida more particularly described as follows:

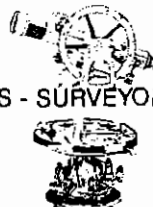
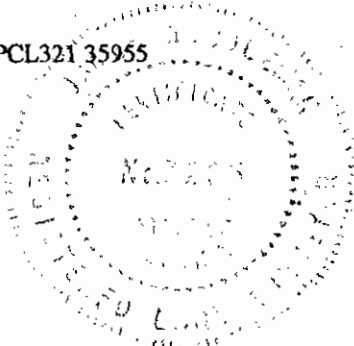
Commence at the southeast corner of Lot 26 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida, thence S.88°58'04"W. along the south line of said Lot 26 for 107.50 feet to the point of beginning of the herein described parcel of land; thence continue S.88°58'04"W. along said south line for 40.01 feet to the point of curvature of a circular curve concave to the northeast; thence westerly and northwesterly along the arc of said curve having for its elements a radius of 30.00 feet and a central angle of 44°42'05" for 23.41 feet to an intersection with the northerly line of said Lot 26; thence N.43°40'09"E. along said northerly line for 86.87 feet; S.01°01'56"E. for 70.42 feet to the point of beginning.

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

Date: 12/12/05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

BWLK PCL321 35955



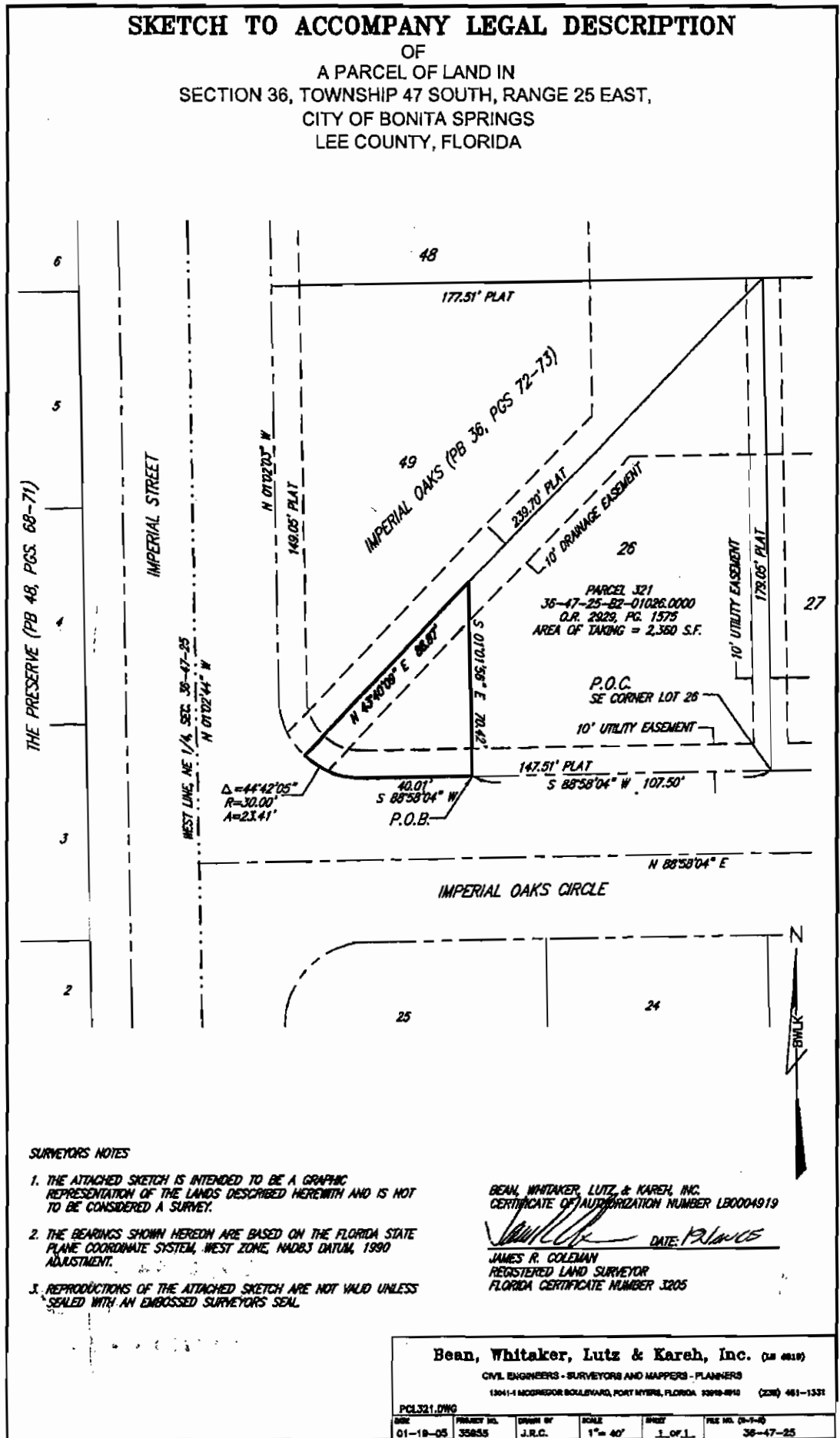
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

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

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 HEREMITH AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREDIN 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

[Signature] DATE: 12/10/05
 JAMES R. COLEMAN
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (IN 0816)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 13041-1 MCGRADOR BOULEVARD, PORT MYERS, FLORIDA 33949-8910 (238) 461-1331

PCL321.DWG	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-P-B)
01-18-05	35855	J.R.C.	1" = 40'	1 OF 1	36-47-25



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 "B"

Page 1 of 2

LEGAL DESCRIPTION

Parcel 322A

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County Florida, being a portion of Lot 49 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida more particularly described as follows:

Commence at the northeast corner of Lot 49 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida, thence S.43°40'09"W. along the southeasterly line of said Lot 49 for 53.78 feet to the point of beginning of the herein described parcel of land; thence continue S.43°40'09"W. along said southeasterly line for 99.05 feet; thence N.01°01'56"W. for 70.40 feet; N.88°58'04"E. for 69.67 feet to the point of beginning, containing 2,452 square feet more or less.

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

 Date: 7/06/06

James R. Coleman (For The Firm)
Registered Land Surveyor
Florida Certificate Number LS3205

BWLK PCL322A.35955

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

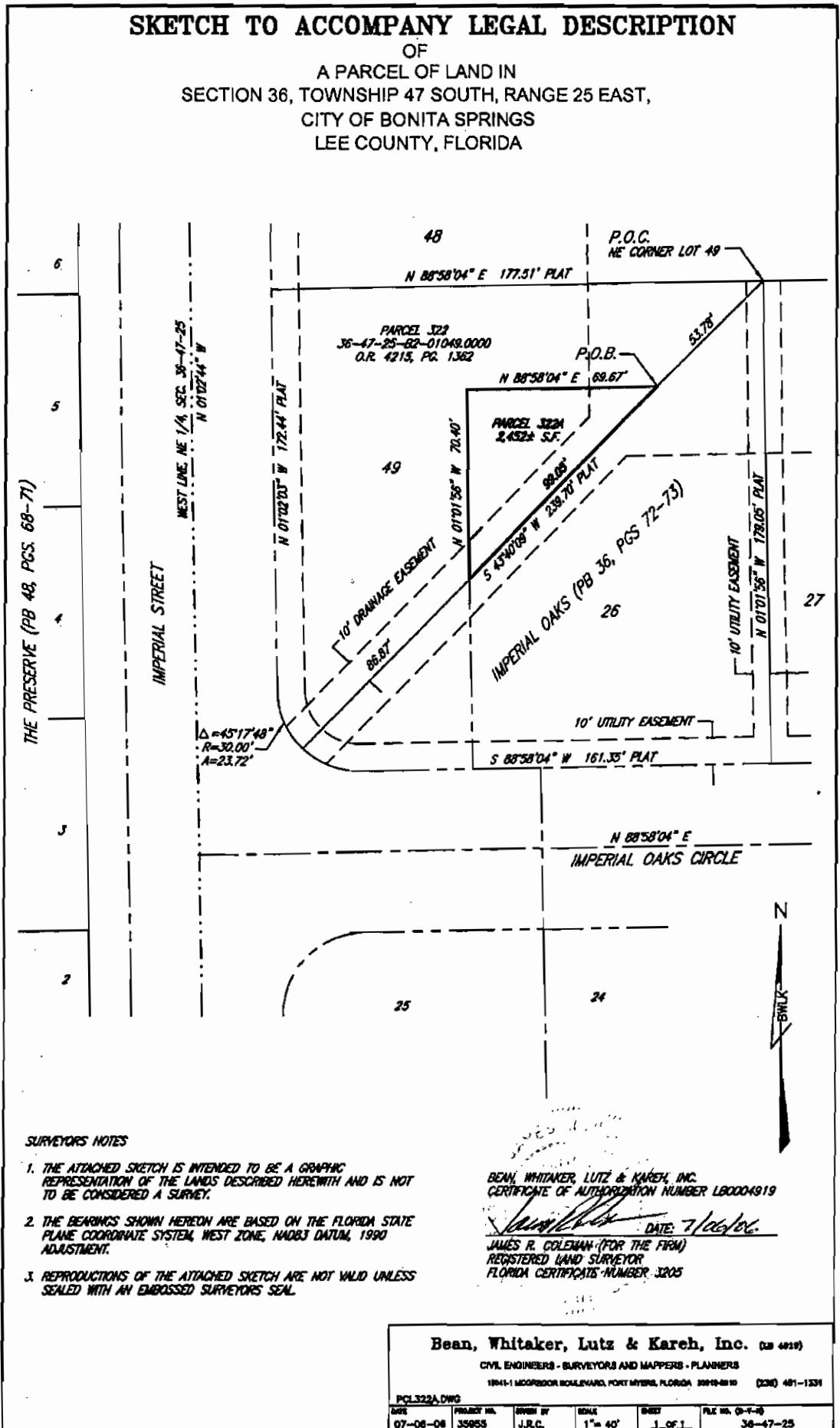


ASSOCIATES:
TRACY N. BEAN, AICP
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RINDI F. A. NORMAN, PE

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 "B"

Page 2 of 2



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2. THE BEARINGS SHOWN HEREIN 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 LB0004319

DATE: 7/06/06.
 JAMES R. COLEMAN (FOR THE FIRM)
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (23 4929)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 1841-1 MOOREBORO BOLLIVARD, FORT MYERS, FLORIDA 33909-8810 (238) 491-1331

PCL322A.DWG	DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (3-7-6)
	07-06-06	35955	J.R.C.	1" = 40'	1 OF 1	36-47-25

This Instrument Prepared by:

DIVISION OF COUNTY LANDS
P.O. Box 398
Fort Myers, FL 33902-0398

EXHIBIT "C"

Project: Imperial Street Widening #4060
STRAP #: _____

PERPETUAL STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____, 200__, between Mary Ann Matthews, _____, Owner, whose address is 27458 Imperial Oaks Circle, Bonita Springs, Florida 34135, hereinafter referred to as Grantor, and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Ft. Myers, FL 33902-0398 hereinafter referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a drainage easement situated in Lee County, Florida, and located and described as set forth in Exhibit " " attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain a stormwater drainage pipeline, a catch basin, and other appurtenances, to be located under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said line (collectively, "Drainage Improvements/Maintenance"). Grantee shall restore at its expense, and in a timely manner, Grantor's adjacent property to the condition in which it existed prior to the construction and/or maintenance of the Drainage Improvements/Maintenance.

3. The stormwater drainage easement will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage pipes. The area of this stormwater drainage easement is reserved for the subsurface pipeline, and catch basin, except it may be used for landscaping (excluding trees), walkways, roadways, drainage way, or similar uses; however, houses, buildings, carports, garages, storage sheds, and other similar type structures may never be built on this easement.

4. Title to the utilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

RESOLUTION NO. 06- _____

RESOLUTION OF EXCHANGE

WHEREAS, the Imperial Street Widening Project ("Project") in Bonita Springs runs from Bonita Beach Road north to East Terry Street; and

WHEREAS, Lee County, a political subdivision of the State of Florida, acquired all of Lot 49, of Imperial Oaks Subdivision (Plat Book 36, Pages 72 and 73) for the Project. Based on the Project design, there will be a remainder portion of Lot 49, identified as Parcel 322-A, that is not needed for said project; and

WHEREAS, the Project requires acquisition of a portion of the adjacent property owned by Mary Ann Matthews, identified as Lot 26, of Imperial Oaks Subdivision (Plat Book 36, Pages 72 and 73), hereinafter referred to as "Parcel 321"; and

WHEREAS, the owner of Parcel 321, Mary Ann Matthews, in lieu of purchase and sale of Parcel 321, has agreed to convey the fee simple interest in and to Parcel 321 in exchange for a portion of the adjacent Lot 49 previously acquired by the County, hereinafter referred to as Parcel 322-A, and payment of \$59,250 attributable to any severance damages, attorney fees, costs and impacts associated with the project; and

WHEREAS, the owner of Parcel 321, Mary Ann Matthews, has also agreed to convey a drainage easement to Lee County across the exchange parcel subsequent to the completion of construction; and

WHEREAS, in order to facilitate the exchange of property, Mary Ann Matthews and Lee County, the parties entered into the Agreement for Exchange of Real Estate (Agreement) attached hereto as Exhibit "X"; and

WHEREAS, the Agreement legally describes the property being exchanged by Mary Ann Matthews and Lee County; and

WHEREAS, the property to be exchanged by Lee County is not needed for County purposes; and

WHEREAS, an exchange is of mutual benefit to the Mary Ann Matthews and Lee County; and

WHEREAS, the Board believes it is in the best interest of the public to exchange the real property interests described herein; and

WHEREAS, the proposed exchange was advertised, complies with Section 125.37, Florida Statutes (2006), and approved after full consideration by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that:

1. An exchange will be accomplished in accordance with the Agreement attached:
 - a. Agreement for Exchange of Real Estate between Mary Ann Matthews and Lee County.
2. Lee County Staff has the authority to take all action necessary to complete the exchange and to close the transaction. The Chairman may execute the necessary documents on behalf of the Board.

THE FOREGOING RESOLUTION was offered by Commissioner _____ to move its adoption. The motion was seconded by Commissioner _____, and being put to a vote, the vote was as follows:

Robert P. Janes	_____
Douglas R. St. Cerny	_____
Ray Judah	_____
Tammara Hall	_____
John E. Albion	_____

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

Office of County Attorney

THIS INSTRUMENT PREPARED BY:

Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902

Exhibit "X"

Strap No.: 36-47-25-B2-01026.0000

AGREEMENT FOR EXCHANGE OF REAL ESTATE

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2. **AGREEMENT TO EXCHANGE:** In consideration of this Agreement and subject to Florida Statute 125.37 and the terms and conditions set forth below, the parties agree to exchange the following parcels:

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5. DOCUMENTS AND EXPENSES:

a. It is Owner's responsibility to pay for and provide:

- (1) 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;
- (2) any documents necessary to effect a partial release or satisfaction of mortgage;
- (3) any utility services attributable to the property described in Exhibit "A", up to, but not including, the closing date;
- (4) all taxes or special assessments attributable to the property described in Exhibit "A", due and payable on or before the closing date;
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- (1) a statutory County Deed and an affidavit regarding liens, possession in a form sufficient to allow "gap" coverage by title insurance;
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- (4) partial release of mortgage fees;
- (5) survey (if desired by County);
- (6) title insurance fees on both properties.

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7. ENVIRONMENTAL AUDIT: Either party may, at their own expense, perform or have performed an environmental audit of the property to be conveyed. If the audit identifies environmental problems unacceptable to the party performing the audit, that party may elect to accept the property in its existing condition or terminate this Agreement without obligation.

8. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. Execution of this document constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns.

9. **DATE AND LOCATION OF CLOSING:** The closing for this transaction will take place at the Lee County Office of County Lands or at a title company, acceptable to the County, on or before 30 days from the date this Agreement is executed by the County, or as otherwise mutually agreed by the parties. Closing will occur after the statutory public notice for Resolution of Exchange has been published and the Board adopts a Resolution authorizing the exchange.

10. **ATTORNEY'S FEES:** The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

11. **REAL ESTATE BROKERS:** Owner agrees to indemnify and hold County harmless for any real estate broker claims made by or through owner. County agrees to indemnify and hold Owner harmless for any real estate broker claims made by or through County.

12. **ADDENDA; OTHER AGREEMENTS:** A Special Conditions Addendum is attached hereto and made a part hereof this Agreement. Any further amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

OWNER:

Witness signature

Mary Ann Matthews (Date)

Printed name

Witness signature

Printed name

ATTEST:
CHARLIE GREEN, CLERK

COUNTY:
LEE COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Mary Ann Matthews
PARCEL NO. 321

- 1) OWNER has agreed to a land exchange with COUNTY for the right-of-way needed for the Imperial Street Widening Project. In addition to the exchange, COUNTY will pay OWNER at closing the amount of \$59,250.00 attributable to any severance damages, attorney's fees, costs, and impacts associated with the project.
- 2) COUNTY, at its expense, will provide the legal description and sketch of the property described in Exhibit "B".
- 3) OWNER and COUNTY agree to delay the COUNTY's conveyance of the property described in Exhibit "B" until completion of the construction project, known as "Imperial Project". COUNTY will provide written notification to OWNER within 15 days of completion of construction of the Imperial Project. Within 30 days of said completion of construction, COUNTY will execute and record the County Deed to OWNER conveying the property described in Exhibit "B", attached hereto and made a part hereof, known as "Conveyance". Subsequent to such Conveyance, COUNTY shall be responsible for obtaining Owner's Title Insurance Policy for the property described in Exhibit "B". COUNTY covenants to OWNER that the title exceptions contained in the title commitment for the property described in Exhibit "B", and accepted by OWNER, shall not change as of the date of the COUNTY's conveyance to OWNER, except for the drainage easement set forth as Special Conditions 4 and 5.
- 4) OWNER and COUNTY are aware that drainage improvements will be constructed over a portion of the property described in Exhibit "B". OWNER and COUNTY agree that the specific location of the improvements cannot be defined until completion of the construction project, however, the property conveyed to OWNER will be subject to a 20 foot drainage easement. Within 30 days of completion of construction, COUNTY, at its expense, will provide a legal description and sketch of the proposed easement area.
- 5) OWNER agrees to execute the drainage easement attached as Exhibit "C" within 15 days of written request.
- 6) OWNER will not encumber or mortgage the property described in Exhibit "B" until easement is finalized with COUNTY and recorded in the public records. From the date of the Agreement to the date of the Conveyance recordation, COUNTY agrees that the title to the property described in Exhibit "B" will be good and marketable and that it will not encumber or impair same.
- 7) Special Conditions 3, 4, 5, and 6 listed above will survive the closing of this transaction.

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

OWNER:

Mary Ann Matthews (DATE)

COUNTY:
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 321

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County Florida, being a portion of Lot 26 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida more particularly described as follows:

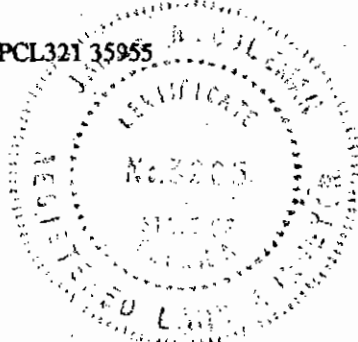
Commence at the southeast corner of Lot 26 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida, thence S.88°58'04"W. along the south line of said Lot 26 for 107.50 feet to the point of beginning of the herein described parcel of land; thence continue S.88°58'04"W. along said south line for 40.01 feet to the point of curvature of a circular curve concave to the northeast; thence westerly and northwesterly along the arc of said curve having for its elements a radius of 30.00 feet and a central angle of 44°42'05" for 23.41 feet to an intersection with the northerly line of said Lot 26; thence N.43°40'09"E. along said northerly line for 86.87 feet; S.01°01'56"E. for 70.42 feet to the point of beginning.

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

Date: 12/1/05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

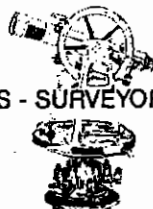
BWLKPCL321 35955



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

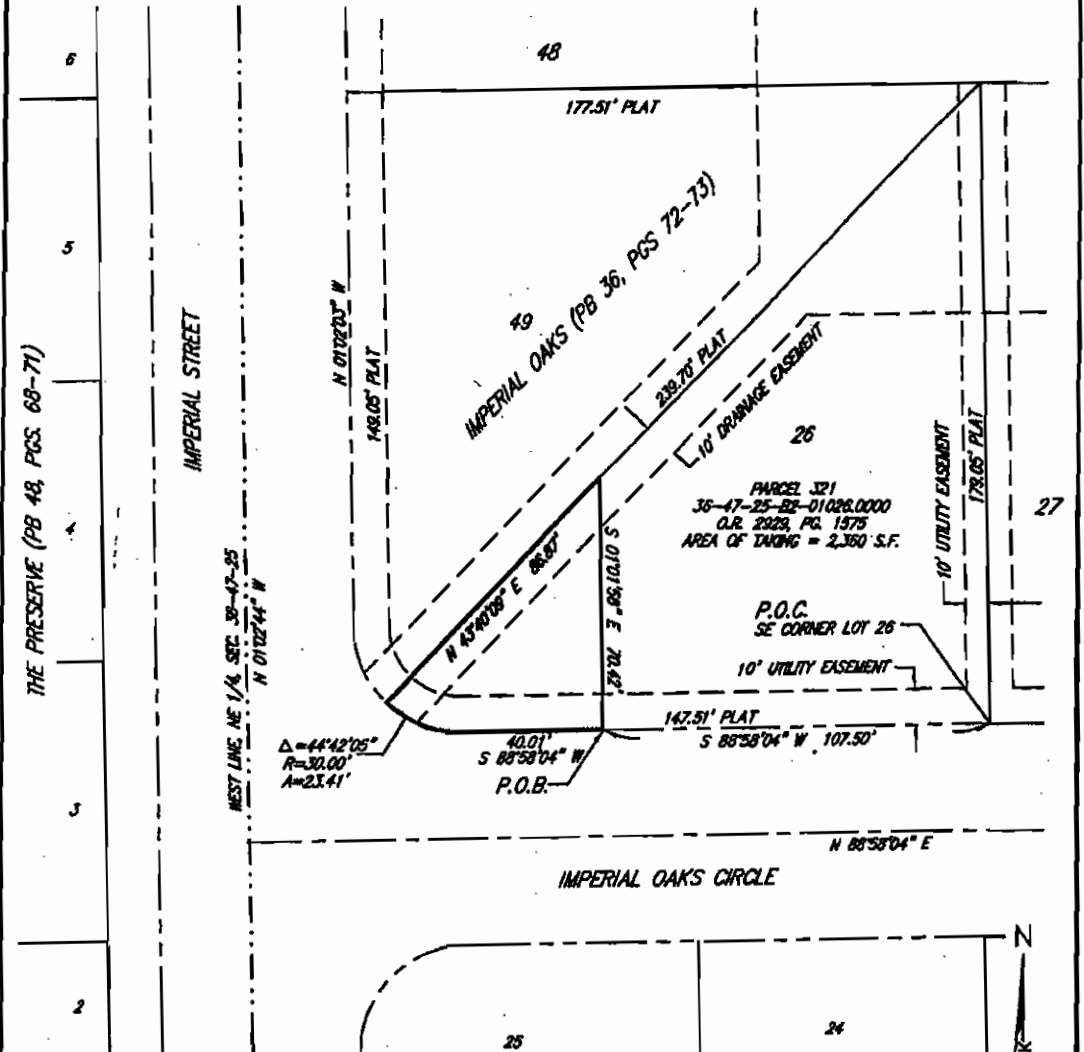


ASSOCIATES:

- TRACY N. BEAN, AICP
- CHARLES D. KNIGHT, PSM
- W. BRITT POMEROY, JR., PSM
- STEPHEN H. SKORUPSKI, PSM
- ELWOOD FINEFIELD, PSM
- JAMES A. HEBBLER, 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 HEREIN 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: 12/10/05
 JAMES R. COLEMAN
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (DB 0410)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 12041-1 MCCORD ROAD, FORT MYERS, FLORIDA 33919-9910 (239) 691-1331

PROJECT NO. PCL321.DWG	DATE 01-19-05	ISSUED BY J.R.C.	SCALE 1" = 40'	SHEET 1 OF 1	FILE NO. (S-P-N) 36-47-25
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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 "B"


Page 1 of 2

LEGAL DESCRIPTION Parcel 322A

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County Florida, being a portion of Lot 49 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida more particularly described as follows:

Commence at the northeast corner of Lot 49 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida, thence S.43°40'09"W. along the southeasterly line of said Lot 49 for 53.78 feet to the point of beginning of the herein described parcel of land; thence continue S.43°40'09"W. along said southeasterly line for 99.05 feet; thence N.01°01'56"W. for 70.40 feet; N.88°58'04"E. for 69.67 feet to the point of beginning, containing 2,452 square feet more or less.

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

 Date: 7/06/06
James R. Coleman (For The Firm)
Registered Land Surveyor
Florida Certificate Number LS3205

BWLK PCL322A.35955

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



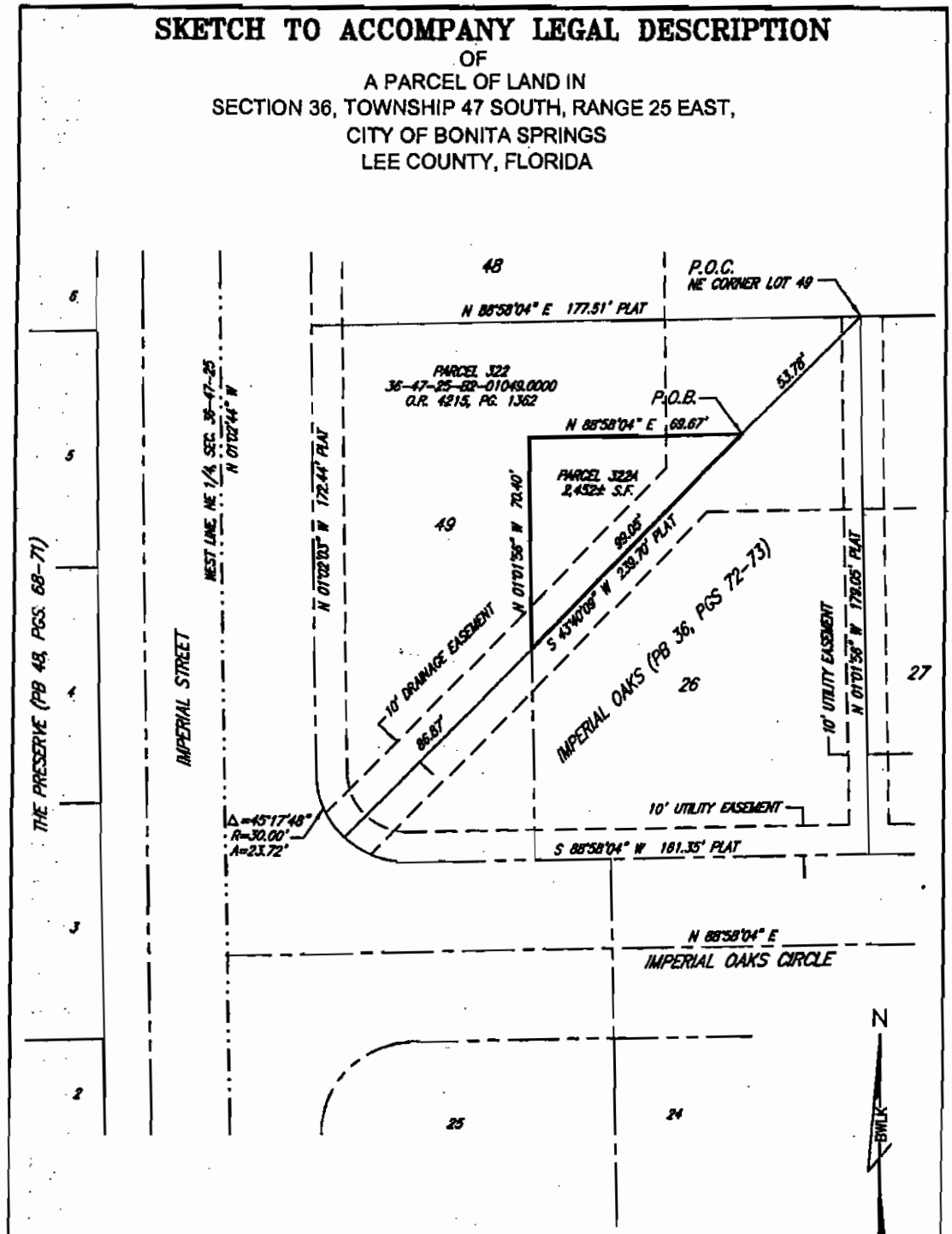
ASSOCIATES:
TRACY N. BEAN, AICP
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

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 "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.

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919
DATE: 7/06/06
JAMES R. COLEMAN (FOR THE FIRM)
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER: 3205

Bean, Whitaker, Lutz & Kareh, Inc. (24 4810)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
8944 MONROE BOULEVARD, FORT MYERS, FLORIDA 33908-4910 (239) 481-1391

PCL322A.DWG	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-P-S)
07-06-06	36955	J.R.C.	1" = 40'	1 OF 1	36-47-25

This Instrument Prepared by:

DIVISION OF COUNTY LANDS
P.O. Box 398
Fort Myers, FL 33902-0398

EXHIBIT "C"

Project: Imperial Street Widening #4060
STRAP #: _____

PERPETUAL STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____, 200__, between Mary Ann Matthews, _____, Owner, whose address is 27458 Imperial Oaks Circle, Bonita Springs, Florida 34135, hereinafter referred to as Grantor, and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Ft. Myers, FL 33902-0398 hereinafter referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a drainage easement situated in Lee County, Florida, and located and described as set forth in Exhibit " " attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain a stormwater drainage pipeline, a catch basin, and other appurtenances, to be located under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said line (collectively, "Drainage Improvements/Maintenance"). Grantee shall restore at its expense, and in a timely manner, Grantor's adjacent property to the condition in which it existed prior to the construction and/or maintenance of the Drainage Improvements/Maintenance.

3. The stormwater drainage easement will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage pipes. The area of this stormwater drainage easement is reserved for the subsurface pipeline, and catch basin, except it may be used for landscaping (excluding trees), walkways, roadways, drainage way, or similar uses; however, houses, buildings, carports, garages, storage sheds, and other similar type structures may never be built on this easement.

4. Title to the utilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

5. Grantor warrants that subject to existing easements, if any, 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, Grantor is lawfully seized and possessed of said lands, has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records.

6. To the extent allowed by law and subject to the provisions and limitations contained in 768.28 Florida Statutes, the County agrees to be liable for injury or loss of property, property damage, personal injury, or death caused by the negligent or wrongful act or omission of any employee, or contractor of the County while acting within the scope of his office or employment under circumstances in which the County, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

7. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of two subscribing witnesses:

1st WITNESS Signature

Mary Ann Matthews, GRANTOR

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 Mary Ann Matthews. She is personally known to me or who has produced _____ as identification.

(type of identification)

(Signature of Notary Public)

(Print, type or stamp name)

FUND OWNER'S FORM

SCHEDULE A

Policy No.: **OPM-2518755**

Effective Date: **03/03/04** ✓ Agent's File Reference: **04-1039**
10:51.20 a.m. ✓

Amount of Insurance: \$ **245,000.00** ↓

1. Name of Insured:

LEE COUNTY, a political subdivision of the State of Florida /

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book **4215**, Page **1362**, of the Public Records of **Lee** County, Florida. ✓

3. The land referred to in this policy is described as follows:

Lot 49, of that certain subdivision known as IMPERIAL OAKS, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 36, pages 72 and 73. ✓

LAW OFFICES OF
JOHN D. SPEAR, P.A.
ISSUING AGENT - ATTORNEY OR FIRM OF ATTORNEYS
9200 BONITA BEACH ROAD
SUITE 204

MAILING ADDRESS
FUND Form OPM-SCH.A (Rev. 1/98) [486]

13710
AGENT NO.

BONITA SPRINGS, **FL 34135-4278**
CITY ZIP


AGENT'S SIGNATURE

FUND OWNER'S FORM
SCHEDULE B

Policy No.: **OPM-2518755**

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records. - *OK*
- DFL* 2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises. - *OK*
4. Easements or claims of easements not shown by the public records. - *OK*
- DFL* 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands. - *OK*
7. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, or utility, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality. - *OK*
8. Subject to restrictions recorded in O.R. Book 1800, page 3949, Public Records of Lee County, Florida. - *OK - ON COMMITMENT*
9. Notice of Development Order recorded in O.R. Book 1849, page 4425, Public Records of Lee County, Florida. - *OK - ON COMMITMENT*
10. All matters contained on the plat of Imperial Oaks, as recorded in Plat Book 36, pages 72 and 73, Public Records of Lee County, Florida. - *OK*
11. Right of Way Agreement to Bonita Springs Water System, Inc. recorded in O.R. Book 828, page 34, Public Records of Lee County, Florida. - *OK - ON COMMITMENT*
12. Ad valorem taxes for the year 2003 were paid in the amount of \$3,659.76 (November amount). Total taxes for the year were billed at \$3,812.25, which includes the garbage assessment through September 30, 2004.
STRAP No. 36-47-25-B2-01049.0000 ✓ - *OK*
13. Ad valorem taxes for the year 2004 are not yet due and payable. ✓ - *OK*
14. Subject to Lee County Garbage Collection Program recorded in O.R. Book 2189, page 3281, as amended in O.R. Book 2189, page 3334, Public Records of Lee County, Florida. *OK - SOLID WASTE.*

NOTE: Items 2 and 5 above are hereby deleted.

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

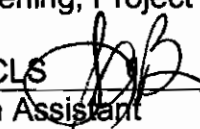
Search No. 36-47-25-B2-01026.0000

Date: January 27, 2006

Parcel: 321

Project: Imperial Street Widening, Project 4060

To: Teresa L. Mann, SRWA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant 

STRAP: 36-47-25-B2-01026.0000

Effective Date: January 7, 2006, at 5:00 p.m.

Subject Property: See attached Exhibit "A"

Title to the subject property is vested in the following:

Mary Ann Matthews, surviving joint tenant of Marilyn B. Mork, deceased.

By that certain instrument dated March 4, 1998, recorded March 4, 1998, in Official Record Book 2429, Page 1575, Public Records of Lee County, Florida.

Easements:

1. Ten foot (10') Utility Easement along the south lot line, as shown on Plat in Plat Book 36, Page 73, Public Records of Lee County, Florida.
2. Easement Dedication recited on Plat: All lots are subject to a ten foot (10') Utility Easement on all street lines. All lots are subject to a six foot (6') Utility Easement on side lot lines.

NOTE(1): Right-Of-Way Agreement by and between Robert A. Lawhon, Jr. (the developer of the subdivision) and Bonita Springs Water System, Inc. granting an easement over and across the east side of Imperial Street for utility purposes, as recorded in Official Record Book 828, Page 34, Public Records of Lee County, Florida.

NOTE(2): The subdivision plat shows a five foot (5') strip of land lying between the existing road right-of-way for Imperial Street (being 25 feet in width from the centerline) and the boundary lines of the lots adjacent to the east of the street. According to the legal description for the subdivision, this strip is included in the platted land and is dedicated to Lee County, as set forth on the recorded plat in Plat Book 36, Pages 72 and 73, Public Records of Lee County, Florida.

NOTE(3): Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Page 3281, Public Records of Lee County, Florida.

NOTE(4): The following instruments were found of record regarding the Estate of Marilyn B. Mork:

- a) Letters of Administration, recorded in Official Record Book 3704, Page 2582;
- b) Last Will and Testament, recorded in Official Record Book 3704, Page 2583;
- c) Affidavit of No Florida Estate Tax Due, recorded in Official Record Book 3708, Page 1954;

Division of County Lands

Updated Ownership and Easement Search

Search No. 36-47-25-B2-01026.0000

Date: January 27, 2006

Parcel: 321

Project: Imperial Street Widening, Project 4060

- d) Survivorship Affidavit and Death Certificate, recorded in Official Record Book 3758, Page 2714;
- e) Order of Discharge, recorded in Official Record Book 3890, Page 1131, all in the Public Records of Lee County, Florida.

NOTE(5): Utility Service Lien to Bonita Springs Utilities, Inc., recorded in Official Record 4579, Page 4201, Public Records of Lee County, Florida.

Tax Status: 2005 taxes paid November 28, 2005 in the amount of \$2,031.37.

(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 - fmooffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 1 of 3

LEGAL DESCRIPTION Parcel 321

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County Florida, being a portion of Lot 26 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida more particularly described as follows:

Commence at the southeast corner of Lot 26 of Imperial Oaks according to the plat thereof recorded in Plat Book 36 at Pages 72 and 73 of the public records of Lee County, Florida, thence S.88°58'04"W. along the south line of said Lot 26 for 107.50 feet to the point of beginning of the herein described parcel of land; thence continue S.88°58'04"W. along said south line for 40.01 feet to the point of curvature of a circular curve concave to the northeast; thence westerly and northwesterly along the arc of said curve having for its elements a radius of 30.00 feet and a central angle of 44°42'05" for 23.41 feet to an intersection with the northerly line of said Lot 26; thence N.43°40'09"E. along said northerly line for 86.87 feet; S.01°01'56"E. for 70.42 feet to the point of beginning.

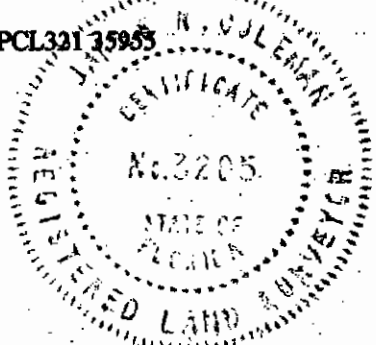
Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919



Date: 19 JAN 05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

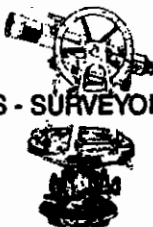
BWLKPCL321 35955



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

Executive Summary

File No. 507133 Page #2

File No. 507133

Borrower/Client	Lee County Board of County Commissioners		
Property Address	27458 Imperial Oaks Circle		
City	Bonita Springs	County	Lee
		State	FL
		Zip Code	34135-6092
Lender	Lee County Board of County Commissioners		

Property Type: Improved Residential Property

Address: 27458 Imperial Oaks Circle, Bonita Springs, Lee County, Florida, 34135

Location: On the northeast side of the Imperial Oaks Circle and Imperial Street southern intersection

STRAP: 36-47-25-B2-01026.0000

Census Tract: 504

Owner of Record: Mary Ann Matthews

Site Area (square feet/acres): 21,390 / 0.4910

Zoning/Land Use: RS-1 / Moderate Density Single Family Residential

Highest and Best Use as Vacant: Residential Development

Condition Appraised: As Is

Interest Appraised: Fee Simple

Value Appraised: Market Value

Date of Inspection: 07/25/2005

Date of Value: 07/25/2005

Date of Report: 08/02/2005

Cost Approach: \$311,155 (As Is)

Sales Comparison Approach: \$310,000 (As Is); \$135,000 (Land Value)

Income Capitalization Approach: Not Applicable

Final Opinion of Value: \$62,000 (Amount Due Owner: Value of the Part Taken - \$14,750; Severance Damages - \$47,250)

Appraisers: W. Michael Maxwell, MAI, SRA; Matthew H. Caldwell; Matthew S. Simmons

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20051707

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$74,000 for Parcel 321, 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 **C6B** **5. Meeting Date:** 12-20-2005

6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent		<input checked="" type="checkbox"/> Statute	73 & 125	Commissioner	
<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		Department	Independent
<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code		Division	County Lands TLM 11/29/05
<input type="checkbox"/> Public		<input type="checkbox"/> Other		By:	Karen L.W. Forsyth, Director 12/20/05
<input type="checkbox"/> Walk-On					

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest in 2,360 square feet of land from an improved residential lot.

Property Details:
Owner: Mary Ann Matthews
Address: 27458 Imperial Oaks Circle, Bonita Springs, FL 34135
STRAP No. 36-47-25-B2-01026.0000

Purchase Details:
Binding Offer Amount: \$74,000 (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 \$74,000, and commence Eminent Domain procedures.

Appraisal Information:
Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$62,000 (\$14,750 value of land and \$47,250 severance damages)
Date of Appraisal: July 25, 2005

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value (19.4%) 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	M Mgr.	
K. Forsyth			AO 12/17/05	Phyllis Smith	ehw 12-7-05	mck 12/7/05	12/7/05	12/7/05	AS 12/8/05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: [Signature]
 12-7-05
 2:15
 COUNTY ADMIN
 FORWARDED TO: [Signature]
 12/8/05
 3:00m

Rec. by CoAtty
 Date: 12/5/05
 Time: 2:30pm
 Forwarded To: Admin. 12/7/05 lpa