1. ACTION REQUESTED/PURPOSE:

Authorize: 1) approval of Agreement for Purchase and Sale of Real Estate in Lieu of Condemnation Proceedings for acquisition of Parcel 306, Imperial Street Widening Project No. 4060, in the amount of \$216,000 plus Seller's attorney fees and expert fees; 2) Chairman, on behalf of the Board, to sign the Purchase Agreement; 3) payment of costs and fees to close; and 4) Division of County Lands to handle and accept all documentation necessary to complete this transaction and grant time extension to close, if necessary.

2. WHAT ACTION ACCOMPLISHES: Allows the County to proceed with the project without resorting to eminent domain regarding this parcel.

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested 5. Meeting Date: 09-06 - 2005 4. Departmental Category: 6 8. Request Initiated: 6. Agenda: 7. Requirement/Purpose: (specify) Consent Statute 73 & 125 Commissioner Ordinance Department Independent Administrative Division County Lands Appeals Admin. Code By: Karen L.W. Forsyth, Director 20041697 Public Other Walk-On

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee Interest in house and Lot

Property Details:

Owner: Daniel J. Mayfield Jr. and Deanna C. Mayfield, husband and wife

Site Address: 27901 Imperial Street. Bonita Springs, FL 34135

STRAP No.: 36-47-25-B3-01200.1340

Purchase Details:

Purchase Price: \$216,000

Costs to Close: Approximately \$19,050 including Seller's attorney and expert fees of \$17,715.

The purchase price is the amount Seller's attorney offered in response to our binding offer tendered on 2/25/05 and is supported by the appraisal completed for the Sellers as of 3/24/05.

Appraisal Information:

Company: For County, Carlson Norris & Associates, Inc.; For owner, Allied Appraisers & Consultants

Appraised Value: Salient Appraisal data attached.

Staff Recommendation: Staff recommends the Board approve the action requested.

Account: 20406063000, 506110

20-CIP; 4060-Imperial Street; 63000 - Bonita Springs Impact Fees 506110 - Land

Attachments: Purchase Agreement, County and Owner Appraisals, In-House Title Search, Sales History, City of Bonita

Springs Approval, Location map

Department Director	or Scheduling Purchasing or Contracts	: Human Resources	Other	County Attorney	Budget	t Services		Manag	unty ger/P.W. ector
	dission Action: _Approved _Deferred _Denied _Other	•	COUNTY FORWAR	ANMIN: 241-05 4:00	Analyst Risk /	Grants by 20. CO. ATIY. FORMARDED	1707		47A(5)
LAPOOLAImperi	al Street 4060\306	Blue Sheet dock	eab_la <mark>lougoupe</mark>						

This document prepared by

Lee County Division of County Lands

Project: Imperial Street Widening Project No. 4060

Parcel: 306

STRAP No.: 36-47-25-B3-01200.1340

BOARD OF COUNTY COMMISSIONERS LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE IN LIEU OF CONDEMNATION PROCEEDINGS

,	THIS	AGREEMENT	for p	urchase	and	sale	of	real	prope	rty is	: made
this		day of		, 20	_ by	and b	etwe	een Da	aniel d	J. May	field,
Jr. a	and I	eanna C. N	ayfield	d, husba	and ar	nd wif	e, l	nereir	nafter	refer	red to
as S	ELLEI	R, whose a	ddress	is 2790	01 Im	peria	l St	reet	, Boni	ta Spi	ings,
Flor	ida 3	34135, and	Lee Co	unty, a	poli	tical	. su	bdivi	sion o	f the	State
of F	lorid	da, hereina	after r	eferred	to a	as BUY	ÆR.				

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 .24 acres more or less, and located at 27901 Imperial Street, Bonita Springs, Florida 34135 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called Athe Property.@ This property is being acquired for the Imperial Street Widening Project No. 4060, hereinafter called Athe 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 Two Hundred Sixteen Thousand and no/100 (\$216,000.00), plus attorneys fees, expert witness fees and costs 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 or BUYER may cancel this Agreement without obligation.

5. SELLER'S INSTRUMENTS AND EXPENSES:

- 1. SELLER will pay for and provide:
 - (a) utility services up to, but not including the date of closing;
 - (b) taxes or assessments for which a bill has been rendered on or before the date of closing;
 - (c) payment of partial release of mortgage fees, if any.
- 2. SELLER will execute and BUYER will 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;

- 6. BUYER'S INSTRUMENTS AND EXPENSES: BUYER will pay for:
 - (a) Recording fee for deed;
 - (b) survey, (if desired by BUYER);
 - (c) SELLER'S attorneys fees of \$15,015.00;
 - (d) SELLER'S expert fees of \$2,835.00.



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. BUYER may elect to accept the Property in its existing condition 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 or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER warrants and represents that to the best of SELLER'S knowledge the Property is from hazardous materials and does not constitute 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 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 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.

Agreement for Purchase and Sale of Real Estate Page 6 of 6

WITNESSES:	SELLER:
agen f. Tayor	Paniel J. Mayfield Jr 8-13-05 Daniel J. Mayfield, Jr. (DATE)
Ball Foreman	Deanna C. Mayfield 8-13
Miody Warman	
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY:	BY:
DEPUTY CLERK (DATE	CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	COUNTY ATTORNEY (DATE)

195570.1.104439.0001

SPECIAL CONDITIONS

BUYER: Lee County

SELLER: Daniel J. Mayfield, Jr. and Deanna C. Mayfield

PARCEL NO. 306

PROJECT: Imperial Street Widening Project No. 4060

Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for all fixtures, including but not limited to, built-in appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering and landscaping, as of the date of the Buyer's appraisal.

Buyer's authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixtures(s) by Seller, may cause a delay in closing and a reduction in the purchase price. All additional costs associated with any breach of this covenant will be paid by the Seller. This covenant shall survive closing. SELLER to remove all personal property from premises prior to closing.

Upon the Buyer's written acceptance of this Agreement, SELLER(S) hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

SELLER agrees not to request to be connected to central sewer. In the event Bonita Springs Utilities insists on connecting subject property to central sewer, BUYER agrees to pay principal portion of the connection fee or assessment in addition to the Purchase Price.

WITHESSES:	Daniel J. Mayfield Jr 8-13-0 Daniel J. Mayfield, Jr. (DATE)
Belody Warnan	Deanna C. Mayfield 8-13- Deanna C. Mayfield (DATE)
CHARLIE GREEN, CLERK	BUYER: 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)

James ... Coleman & Associates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2 Fort Myers, Florida 33919

Phone (239) 433-2070 Fax (239) 433-5126

Exhibit "A"

LEGAL DESCRIPTION Parcel 306

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, being a portion of Lot 134 of Imperial Gate (an unrecorded subdivision), more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, Lee County, Florida, thence N.00°56′51″W. along the west line of said southeast quarter for 525.06 feet to an intersection with the center line of Pawley Avenue, and the westerly extension of the south line of the aforementioned Lot 134; thence N.88°45′12″E. along said south line for 19.84 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right of Way maps thereof on file with the Lee County Division of Transportation, and the point of beginning of the herein described parcel of land; Thence continue N.88°45′12″E. along said south line for 126.04 feet to an intersection with the east line of said Lot 134; thence N.00°58′24″W. along said east line for 82.00 feet to an intersection with the north line of said Lot 134; thence S.88°45′16″W. along said north line for 126.61 feet to an intersection with the aforementioned maintained right of way line; thence along said maintained right of way line for the following described two (2) courses; (1) S.01°41′02″E. for 59.09 feet; (2) thence S.00°32′46″E. for 22.91 feet to the point of beginning.

James R. Coleman & Associates, Inc.

Certificate of Authorization Number LB0005983

James R. Coleman

Registered Land Surveyor

Florida Certificate Number LS3205

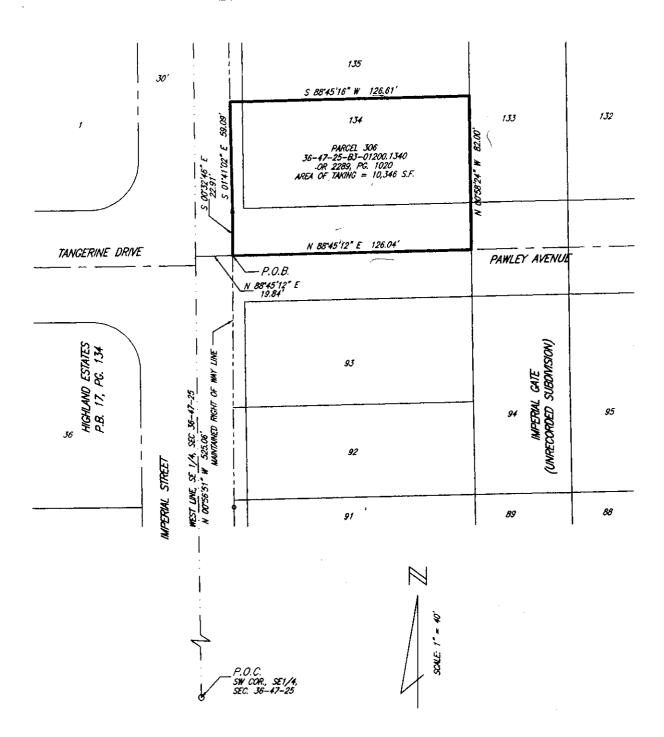
JRCAPCL306

James R. Coleman & Associates, Inc.

Land Surveying Consultants 6238 Presidential Court, Unit 2 Fort Myers, Florida 33919 Phone: (239) 433–2070

DECEMBER, 2002	308456	PCL306
DITE &	TASKAY	BY.

Exhibit "A"



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

- 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 (NAD 83 ADJUSTMENT).

JAMES R. COLEMAN & ASSOCIATES, INC.
CERTIFICATE OF AUGHOGIZATION NUMBER LB0005983

DATES ALCO

JAMES R. COLEMAN REGISTERED LAND SURVEYOR FLORIDA CERTIFICATE NUMBER 3205

Division of County Lands

Title Search

Search No. 36-47-25-B3-01200.1340

Date: May 13, 2005

Parcel: 306

Project: Imperial Street Widening

Project 4060

To:

Michael J. O'Hare, SR/WA

From:

Kenneth Pitt

1000

Property Acquisition Agent

Title Examiner

STRAP:

36-47-25-B3-01200.1340

Effective Date: April 13, 2005.

7/23/2005 Jub Nothing new of record

Subject Property: See Attached Schedule.

Title to the subject property is vested in the following:

Daniel J. Mayfield, Jr. and Deanna C. Mayfield, husband and wife.

by that certain instrument dated March 31, 1992, recorded April 3, 1992, in Official Record Book 2072, Page 375, Public Records of Lee County, Florida.

Subject to:

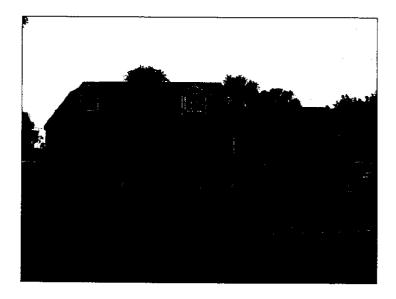
- 1): Subject to an Access Easement over the Southerly 25 feet of the subject property, as recited in a deed recorded in Official Record Book 653 Page 2, Public Records of Lee County, Florida.
- 2): Subject to a Grant of Utility Easement conveyed to Bonita Springs Utilities, Inc., recorded in Official Record Book 3392 Page 3431, Public Records of Lee County, Florida.

Note 1): Subject to a Mortgage in the original sum of \$77,700.00, between Daniel J. Mayfield and Deanna C. Mayfield (mortgagors) and Heritage National Bank (mortgagee), recorded in Official Record Book 2388 Page 2874, which was assigned to Prudential Home Mortgage Company, Inc., recorded in Official Record Book 2470 Page 2669 and then assigned to Norwest Mortgage, Inc., by Official Record Book 2794 Page 2834, Public Records of Lee County, Florida.

Tax Status: \$1,014.86 paid on 11/23/04 for Tax Year 2004.

(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.



Property Address:

27901 Imperial Street Bonita Springs, FL 34135

Prepared For:

Roetzei & Andress 2320 First Street Ste#1000 Fort Myers, FL 33901

Prepared As Of:

03/24/05

Prepared By:

Kathaleen A. Raub Allied Appraisers & Consultants 1642 Medical Lane Fort Myers, Florida 33907 239-939-1557

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	Additional feature	improve	ments, depred	iation ((physical	functional,	and exter	nal), re	pairs needed were noted	d, quality d during	of cons the in	truction, r spection	emodeling	g/additio	ns, etc.:	The	subject's	improv	ements
	Additional feature	improve	ments, depred	iation ((physical	functional,	and exter	nal), re	pairs needec were noted	d, quality d during	of cons the in	truction, r	emodeling	g/additio	ns, etc.:	The	subject's	improv	ements
	Additional feature Condition of the are in above a	improve iverage	ments, deprec condition. N	iation (lo phy	(physical vsical or	functional, functiona	and exter inadaqu	nal), re Jacies	were noted	d during	the in	spection	·	***************************************			subject's	improv	ements
	Additional feature	improve iverage nental co	ments, depred condition. N	iation (lo phy h as, b	(physical vsical or ut not lin	functional, functional	and exter inadaqu ardous wa	nal), re Jacies	were noted	d during	the in	spection	provemen	ts, on the	e site, or i	n the		s improv	ements

aluation Section		(M KEZIDEMI			<u> </u>	File No.	2005-0337
ESTIMATED SITE VALL	JE JCTION COST-NEW OF	INADROVENAENTS: = \$	\$5	Comments on Cos	t Approach (such as	s, source of cost estimate,	site value, square
Dwelling 1	.346 Sq. Ft. @ \$	110.00 = \$	148060			FmHA, the estimated rem	•
Entr	y 16 Sq. Ft. @ \$	30.00 =	480			ased on known sales	
5	Z 0q.11. @ #			in the subject's	neighborhood ar	id reported in this app	raisal or
Garage/Carport	461 Sq. Ft. @ \$ _	55.00 -	25355	retained in the	appraiser's files.	Reproduction costs are	local builders'
Total Estimated Cost-Nev			173895			nall Swift Residential C	ost Data. The
Garage/Carport Total Estimated Cost-Nevsic Less Physic 12.3	y al Functional Ex	ternal		estimated usefu	ıl life is 65 years.		
*2.5	1 1						
Depreciation 2140		= \$	21406				
Depreciated Value of Imp	rovements	= \$	§ 15:	2489			
		= \$		5000			
				7489			
ITEM	SUBJECT	COMPARABI		COMPARAB		COMPARABL	E NO. 3
27901 Imperi		27162 Jackson Avenu		27435 Horne Avenue		27431 Home Avenue	
Address Bonita Spring	s, FL 34135	Bonita Springs, FL 34	135	Bonita Springs, FL 34	1135	Bonita Springs, FL 34	4135
Proximity to Subject	A	1.41 Miles NW		0.85 Miles NW		0.85 Miles NW	
Sales Price	\$ N/A		89900		15000 14		93000
Price/Gross Liv. Area	\$ N/A		<u></u>	\$ 168.63 \(\nn \)		\$ 137.66	
Data and/or	Inspection	Exterior Inspection/M	ILS	Exterior Inspection/M	1LS	Exterior Inspection/M	LS
Verification Sources	Public Records	OR 4563/3628		OR 4531/2636		OR 4576/2434	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+ (-) Adjustment	DESCRIPTION	+(-) Adjustment
Sales or Financing		Conventional		Conventional	1	Conventional	
Concessions		None Known		None Known		None Known	
Date of Sale/Time	<u> </u>	12/04	11400	12/04	12900	10/04	19300
Location	Bonita Springs	Bonita Springs		Bonita Springs		Bonita Springs	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	6250+-SqFt	6000+-SqFt		7500+-SqFt		7500+-SqFt	
View	Residential	Residential		Residential		Residential	
Design and Appeal	2-Story	1-Story		1-Story		1-Story	
Quality of Construction	Good	Similar		Similar		Similar	
Age	12 Years	7 Years	-5000	9 Years	-3000	10 Years	-2000
Condition	Good	Similar		Similar		Similar	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	5 3 2.0	5 3 2.0		5 3 2.0]	5 3 2.0	
Above Grade Room Count Gross Living Area	1346 Sq. Ft.	1116 Sq. Ft.	9200	1275 Sq. Ft.	2800	1402 Sq. Ft.	-2200
Basement & Finished	N/A	N/A		N/A		N/A	
Rooms Below Grade	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	FWA/Central	FWA/Central		FWA/Central	<u></u>	FWA/Central	
Energy Efficient Items	Standard	Standard	1	Standard	1	Standard	
Garage/Carport	2-Garage	1-Garage	5000	2-Garage		None	10000
Porch, Patio, Deck,	Porch	Screened Porch	 	2-Screened Porches	-4000	Porch/Patio	-500
Fireplace(s), etc.	None	None		None		None	
Fence, Pool, etc.	None	Fence	-500	Fence	-500	None	
Net. Adj. (total)		× +	18100	X +	8200	X +	24600
Adjusted Sales Price		G: 17.43%		G: 10.79%		G: 17.62%	
of Comparable		N: 9.53% \$	208000	N: 3.81% \$	223200	N: 12.75% s	217600
Comments on Sales Com	parison (including the sub	ject property's compatibil	lity to the neighborh	nood_etc.); The subject	ct has been comp	pared to three recent :	sales of single
family homes in close	proximity. All sales an	given equal weight a	ind considered to	be reliable indicators	of the estimated	market value.	
						•	
				···		,	
ITEM	SUBJECT	COMPARABL	E NO. 1	COMPARABI	LE NO. 2	COMPARABL	E NO. 3
Date, Price and Data	N/A	06/04		12/00		11/03	- 1101 0
Source for prior sales	N/A	125100		112000	+	152900	
within year of appraisal	Public Records	Public Records		Public Records		Public Records	i
Analysis of any current ag	reement of sale, option, o	r listing of the subject pro-					te of appraisal-
The subject property	has not sold within th	e last three years.	,		and opinipulation	one your or ale de	or uppresser.
					-		
INDICATED VALUE BY S	SALES COMPARISON A	PPROACH				\$	216000
INDICATED VALUE BY I		(If Applicable) Estimated	Market Rent \$ N/	'A /MαxGr	oss Rent Multiplier	N/A = \$	N/A
		to the repairs, alterations,	·				
Conditions of Appraisal:			mapeonona, or con	Intitions using below] subject to combi	etion per plans and speci	neations.
conditions of Appraisal.	and allowing the same of the s	onordens page.					
Final Reconciliation: The	sales comparison ana	lysis is typically consid	dered the most r	eliable course of curre	ant market value	and is along the most	weight The
cost approach lends a	dditional support	ayas is typically corisi	dered the most r	eliable source or curre	ant market value	and is given the most	weight. The
cost approach tento a	adiconal support.						
The purpose of this apprai	sal is to estimate the mark	et value of the real proper	rty that is the subject	of this report, based on	the above condition	ns and the cortification	
		heteta are tedt noitinitals	in the attached Fre	ddie Mac Form 439/Fann	ie Mae Form 1004	ns and the certification, 8 (Revised 6/93	, , l
contingent and limiting on	inditions, and market value		and attaching title	aa,a maa i viin 403/1 dili	LIC DEDNOT AC	2 (10 (10 d) 0/ 23	·
contingent and limiting co	enditions, and market value MARKET VALUE AS DE	FINED. OF THE BEAL	PROPERTY THAT	IS THE SHE HEAT OF T			
contingent and limiting co	MARKET VALUE, AS DE	FINED, OF THE REAL F	PROPERTY THAT	IS THE SUBJECT OF TI	nia neruni, Aa i	OF <u>03/24/05</u>	
contingent and limiting co	MARKET VALUE, AS DE	FINED, OF THE REAL F	PROPERTY THAT THIS REPORT)	IS THE SUBJECT OF TO TO BE \$ 216000	nia neruni, as i	0F <u>03/24/05</u>	
contingent and limiting co	MARKET VALUE, AS DE	FINED, OF THE REAL F	THIS REPORT)	IS THE SUBJECT OF THE TO BE \$ 216000 PERVISOR APPRAISE	1/1/	•	:
contingent and limiting co I (WE) ESTIMATE THE I (WHICH IS THE DATE O APPRAISER:	MARKET VALUE, AS DE	FINED, OF THE REAL F	THIS REPORT) 1	TO BE \$ 216000 PERVISORY APPRAISE	1/1/	(IRED):	. KZ
contingent and limiting co (WE) ESTIMATE THE I (WHICH IS THE DATE O APPRAISER: Signature	MARKET VALUE, AS DE DE INSPECTION AND THE	FINED, OF THE REAL F	F THIS REPORT) 1 Sul Sign	PERVISORY APPRAISE	R (ONLY IE REQU		id 🗵 Did Not
contingent and limiting co (WE) ESTIMATE THE I (WHICH IS THE DATE O APPRAISER: Signature Name Kathaleén A. Ra	MARKET VALUE, AS DE DE INSPECTION AND TH MARKET STATES	FINED, OF THE REAL F	THIS REPORT) TO SUIT SIGN NAME NAME NAME NAME NAME NAME NAME NAM	PERVISORY APPRAISE nature H. Neal Scott, MAI	R (ONLY 15 RECOU		id 🖄 Did Not pect Property
contingent and limiting co (WE) ESTIMATE THE I (WHICH IS THE DATE O APPRAISER: Signature Name Kathaleen A. Ra Date Report Signed 03/	MARKET VALUE, AS DE DE INSPECTION AND THE	FINED, OF THE REAL F IE EFFECTIVE DATE OF	THIS REPORT) TO SUIT SIGNATURE NAME NAME NAME NAME NAME NAME NAME NAM	PERVISORY APPRAISE nature H. Neal Scok, MAI PROPORT Signed 03/26	R (ONLY IE RECOU SRA /05	IRED):	pect Property
contingent and limiting co I (WE) ESTIMATE THE I (WHICH IS THE DATE O APPRAISER: Signature Name Kathaleén A. Ra	MARKET VALUE, AS DE DE INSPECTION AND TH MULTIPLE CONTROL OF 11110 126/05	FINED, OF THE REAL F IE EFFECTIVE DATE OF	Sun State State	PERVISORY APPRAISE nature H. Neal Scott, MAI	R (ONLY IE RECOU SRA /05	IRED):	

reddie Mac Form 70 6-93

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STA #26, Project 4060

Su	mmary A	ppra	isal	Report	HN	FORM	RESID	ENTIAL	. APPR	MONI	D.	EDAD?	r	- 9- 10			ect 4060
10	perty Descript Property Ad		279	901 Imperia		Univi	NESID		y Bonita Spi		. ni		tate Fl	File N	o. 22435 Zip Code 34		24
				134, Impe		Inrecorded	1 P	arcel 306		ii igs			ounty Le		zip code S	+100-08	
				36-47-25-B					(Year 2004	RF	Taxes :	\$ 1,087.6			cial Assessme	nts \$ 0.00)
LO), Daniel J.			ent Owner D	-	+ Deanna M				t 🖂 Ow		Tenan		acant
SUBJECT	Property rigi	hts ap	raised	∫ Fe	e Simple	Leasehold		Project Type	PUD	C	Condon	ninium (HU	D/VA only	')	HOA \$ N	/A	/Mo.
S	<u>Neighborho</u>	od or f	roject	Name In	perial Gate	9S			Map Refere	nce 36-4	47-25			Censi	us Tract 050	5.00	
	Sale Price S		ot a		Date of Sale	N/A		Description a	nd \$ amount of k	oan charge	es/conc	essions to b	e paid by	seller	N/A		
	Lender/Clier			ounty - Cou	_				x 398, Fort								
-	Appraiser	F	_	enning, Ass		r=			ourtney Driv								
	Location				Suburban	Rural		Predominant occupancy	PRICE	amily hou	using AGE	ł	nt land use		A	use chang	
	Built up			/er 75% [25-75% <∛ Stable	Under			\$(000)	((yrs)	One fami	,		∑ Not		Likely
	Growth rate Property val			apid D creasing D	=,	Slow	1 =	Owner	90	_ Low	5	2-4 famil		0	'	rocess	4
	Demand/sup			ortage	Stable In balance	Declini Over s		j Tenant J Vacant (0-55	350 N Pre	High dominant	65	Multi-fam			To: **Impe Widenine		
	Marketing tid			ider 3 mos.	=	Over 6	1117	Vac.(over 59	·/		5+	Commerc Vacant	Cial		vviueriiri	y Projec	·L
				racial comp								racan		f	L		
				s and characte					e north, I-75	east. F	Bus. L	JS 41 we	est & Bo	nita	Beach Ro	ad south	1.
C 3				r manufacti						- 	Juo. 1	50 II W	JUL W DU		Dodonino	<u></u>	
1001	Factors that	affect	the m	arketability of t	the properties	in the neighbo	orhood (proxi	imity to emplo	yment and ame	enities, em	nplovm	nent stability	v. appeal t	to mai	rket, etc.);		
HEO	The mark	et ar	ea is	a maturely	developed	residentia	l area in e	ast Bonita	Springs with	typical	lly ave	erage qu	ality sin	gle f	amily hom	es,	
æĸ	manufacti	ured	home	es & duplex	es. Shopp	ing, area b	eaches &	employme	nt centers a	re locat	ted no	earby. In	ncreasin	ng en	nployment	and pro	perty
ᆵ	values are	e pre	<u>valen</u>	t. There is	convenient	access to	Bonita Be	ach & the	Gulf by way	of Boni	ita Be	each Roa	ıd.				
											<u> </u>						
						-									and the second second		
	Market cond	litions	in the	subject neighb	orhood (inclu-	ding support t	for the above	conclusions (related to the tre	end of pro	perty v	values, dem	nand/supp	ly, an	d marketing t	ime	
	such as d	ata on	comp	etitive properti	es for sale in t	the neighborh	ood, descript	ion of the pre	valence of sales	s and finar	ncing o	concession:	s, etc.):				
	in general	i, ma caloc	er c	conditions a	re very act	ive with in	creasing p	roperty val	ues. No un	usual m	narke	ting cond	essions	заге	necessar	y for this	market
	currently	in the	5%	to 6% rang	o Domand	rnancing for adequ	and cash.	Fixed, adj	ustable, & p is exceeds s	urcnase	e mor	ney mort	gages a	ire a	vallable wi	tn rates	are
	into the ne				e. <u>Demano</u>	ior adequ	atery price	<u>a propertie</u>	s exceeds s	suppiy.	Mark	et condi	tions are	e exp	pected to r	emain a	ctive
	, muo ano m		ila. O.														
_	Project Info	rmatio	n for P	UDs (If applica	able) Is the	developer/bu	ilder in contri	ol of the Hom	e Owners' Asso	clation (H	IOA)?				Yes	No	
S C	Approximate	total	numbe	r of units in th	e subject proj	ect	N/A		Approximate to			its for sale	in the sub			N/A	
				nts and recrea										-,,			-
	Dimensions	50'	x 12	5' per coun	ty tax data						To	pography	L	evel			
	Site area	6,25	O SF					Corner	Lot 🔀 Yes	☐ No	Si	ze	Т	Гуріс	al MOL		
		-		tion and descr	_			onservanc	у		SI	hape	F	Recta	angular		
	Zoning comp				Legal noncor			se) 📋 illeg	al 🔙 No zo	ning) Dr	rainage	P	\ppe	ars Adequ	ate	
				oved: 🔀 F			use (explain)				_	ew	_	Resid	iential		
	Utilities		Public	Oth		Off-site Impr		Type	Public	c Privat	- 1	endscaping			al for area		
SITE	Electricity Gas		$\underline{\times}$			Street	Paved As	sphalt	×	<u> </u>		riveway Sur		Conc			
	Water		$\overline{\mathbb{X}}$			Curb/gutter Sidewalk	None None		—— H	늗					/W west &		
	Sanitary sew	/er		Septic		Street lights				Li		MA Specia MA Zone		zarq i		⊠ Yes te 7/20/	No
	Storm sewer		H 3	оорио		Alley	None		—— A	닉		MA Map N		1240		le <u>1/20/</u>	1330
			nt adv	erse easemen				s. slide areas.	illegal or legal n	onconfori				1270		adverse	!
	siteconditi	ions 1	vere	noted. Site	improvem	ents: Fill/la	andscapin	g/sod \$5,0	00; water/se	ptic \$4,	,500;	driveway	y \$2,000), co	ncrete blo	ck retain	ing
	wail, north	ı side	\$1,0	000, impact	fees \$4,00	0.											
	GENERAL DE	SCRIP			EXTERIOR DES			FOUNDAT			B	ASEMENT			INSULA	TION	
	No. of Units		<u>Or</u>	-	Foundation		c.Slab	Slab	None			rea Sq. Ft.	None		Roof		_ 🗆 -
	No. of Storie		Tw		Exterior Walls		ne/Masoni			•••		Finished	N/A		Ceiling	_*Adeq	_ =
	Type (Det./A: Design (Style			tached Story	Roof Surface		ip.Shingle					eiling	N/A		Walls	*Adeq	<u>- X</u>
	Existing/Prop	,		isting	Gutters & Dw Window Type		ninum	Sump Pu				/alls	N/A		Floor	<u> </u>	_ [-]
S	Age (Yrs.)	JUJUU		/1993	Storm/Screen		Screens	Dampnes Settlemer				loor lutside Entry	N/A		None		- :
DESCRIPTION OF IMPROVEMENTS	Effective Age	Yrs.			Manufactured	_		Infestation			—j°	utside cita)	y <u>19/74</u>		Unknow	med Ad	_
	ROOMS		yer	Living	Dinina	Kitchen	Den	Family Rm.		Bedroor	ms a	# Baths	Laundry	<i>.</i> T	Other		Sq. Ft.
2	Basement						!	1 2000	1100: 11111.	Douise	110	n_ Duito	Lucitur		- Ollioi	- NOA	None
3	Level 1	Ai	ea	1	Area	1				1		1	·	\top			880
5	Level 2									2		1					461
3																	
ŧ	Finished area	aboy				5 Rooms;		Bedroom(s);		2 Bath			1,341	l Squ	uare Feet of G	iross Livin	g Area
ğ	INTERIOR	_		rials/Condition	- 1		KITCHEN		ATTIC		AMENI				CAR STORAG	E: 2 Gar	age
-	Floors			/Vinyl/Good		Cent.	Refriger	ator	None		Firepla	ce(s) # <u>0</u>			None [
	Walls		_	I/Good	Fuel	Elect.	Range/0		Stairs		Patio				Garage	#	of cars
	Trim/Finish			al/Good		on Avg.	Disposa		Drop Stair	=	Deck		ļ		Attached	_2 C	ars
	Bath Floor		nyl/G		COOLIN		Dishwas		Scuttle		Porch				Detached		
	Bath Wainsco				Central		Fan/Hoo		Floor		Fence		ļ	_ 1	Built-In		
	Doors	T,	usea	Panel/Goo		Fans	Microwa		Heated		Pool _	=			Carport		
7	Additional for	aturee	(speci-	al energy effici	LONGIT	on Avg.	Washer,		Finished			Entry/16s		<u>X</u> .	Driveway	2 C	ars
ı	hot water	neate	ir & d	energy enici irver, coloni	ial trim & re	ised nane	doore w	ulted cellic	faced wood igs & dorme	KILCHEN	Capi	riets, oal	K Stair ra	alis,	propane g	as for ra	nge,
ı	Condition of	the im	oroven	nents, denreci	ation (physical	l functional a	and external	renairs needs	ed, quality of co	netruetias	r rem	ver nving adeling/add	itlane ata	. <u>ma</u>	ster pedro		veical
4	functional	or ex	terna	inadeoua	cies were n	oted. The	improven	epulis ileeut. 1ents have	been maint	ained in	n, ab∩i n ab∩i	vociny/duu	ae cand	lition	relativo tr	ng ori	ysical,
COMMENTS							,-,-, - ,-			(II	. 250	. <u> </u>	20 0011U	. RIŲI	. rojauyo K	, aoidal	ugu
3															•		
ı	Adverse envir	ronme	ntal co	nditions (such	as, but not lin	nited to, haza	rdous wastes	s, toxic substa	ances, etc.) pre	sent in the	e impro	overnents, o	on the site	e, or in	n the		
١	immediate vid	cinity o	if the s	subject propert	ty.: <u>No</u>	adverse e	nvironmer	ntal condition	ons were no	ted.							
													_				-

CARISCRI NOTALLA APPRAISAL REPORT File No. 224350.

STA #26, Project 4060
File No. 224350

Val	uation Section		<u>IIFORM RESID</u>		<u>Appraisal R</u>	EPORT	File No. 224350	
			•	80,0	OO Comments on Cost A	pproach (such as,	source of cost estimate, s	ite value,
	ESTIMATED REPRODUCTI				square foot calculation	n and for HUD, VA	and FmHA, the estimated	remaining
		<u>1</u> Sq. Pt. @\$ <u>99.00</u>			economic life of the p	roperty): The C	Cost Approach consid	ters area
3	Cov.Entry, 16	<u>6</u> Sq. Ft. @\$ <u>20.00</u>	=	<u>20</u>	builder's costs as	s determined fi	rom completed appra	isals in file.
30,4	<u> </u>		=	_			oorted by several lan	d sales in the
APPROACH	Garage/Carport 447				general market a	irea. See attac	hed addendum.	
12	Total Estimated Cost New		= \$151,8	<u>53</u>				
COST	Less Physi	1	External		Depreciation - Ed			
	Depreciation17		=\$	17,3		ning economic	life is 62 years.	
	Depreciated Value of Impro		=\$	134,49				
	"As-is" Value of Site Impro			16,50	00 The Cost Approa	ich estimates f	Replacement Cost ne	ew not
	INDICATED VALUE BY CO		=\$	230,9	Reproduction Co		GD410454045	110.0
		SUBJECT	COMPARABLE I		COMPARABLE		COMPARABLE	NU. 3
	27901 impe Address 36-47-25-B		26880 Silverado Eas		27191 Edgewood S		27198 Elaine Drive	2022
	Proximity to Subject	3-01200, 1340	26-47-25-B3-01400. 1.17 miles northwes	0130	35-47-25-B1-02600.	it 4-6-05	36-47-25-B2-00700	
	Sales Price		1. 17 miles northwes	4 220,000	1.78 miles northwes	4 220 000	0.74 mile north	3-28-05
	Price/Gross Living Area			7 220,000		239,900	± 175.12 ₪	245,000
	Data and/or	Inspection	ORB 4728 PG 4362		ORB 4713 PG 2117		ORB 4673 PG 0343	
	Verification Source	Lee County	MLS/FARES/Lee Co		MLS/FARES/Public		MLS/FARES/Public	
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.
	Sales or Financing	2/17	Conven.\$176,000	I Je najast.	Conventional	T () 4 Adjust.	PMM	T () (Mujust.
	Concessions		+ \$44,000		\$192,000		\$245,000	
	Date of Sale/Time	SIL	05/27/05		05/17/05		04/20/05	
	Location	Imperial Gates	Silvarado East		Bonita Farms		Imperial Pines	
	Leasehold/Fee Simple	Fee	Fee		Fee Simple	***************************************	Fee Simple	
	Site	6,250sf	6,340sf		11,925sf	-18,000	11,036sf	-15,000
	View	Residential	Residential		Residential	10,000	Residential	10,000
	Design and Appeal	2 Story	2 Story		Ranch		Ranch	
	Quality of Construction	Frame/Avg.	CBS/Frm/Avg.		CBS/Avg.		CBS/Avg.	
	Age	Eff=8, A=12	Eff=3, A=3	-5,400		-3,200	Eff=10, A=18	+2,200
	Condition	Above Average	Superior	-5,400	Superior	-3,200	Inferior	+2,200
	Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
AFIALYSIS	Room Count	5 3 2	5 3 2.5	-1,000	5 3 2		6 3 2	
AEY	Gross Living Area	1,341 Sq. Ft.	1,278 Sq. Ft.	+3,800	1,166 Sq. Ft.	+10,500	1,399 Sq. Ft.	-3,500
E	Basement & Finished	Upgrades	Inferior	+2,700	Superior	-2,700	None ·	
SOI	Rooms Below Grade	None	None		None		None	
AR	Functional Utility	Average	Average		Adequate		Adequate	
COMPAR	Heating/Cooling	Central	Central		Cent./Cent.		Cent./Cent.	
) O S	Energy Efficient Items	Adequate	Adequate		Typical		Typical	
SALES	Garage/Carport	2 Garage	1 Garage	+5,000	1 Garage	+5,000	1 Garage	+5,000
ŝ	Porch, Patio, Deck,	None	None		120sf Scr.Porch	-1,400	280sf Scr.Porch	-3,200
	Fireplace(s), etc.	None	None		None		None	
	Fence, Pool, etc.	None	None		Fenced	-1,000	None	
	Other Features	None	None		None		None	
	Net Adj. (total)		+ 🛛 - 💲	300	+	14,000	+ 💢 - \$	12,300
	Adjusted Sales Price		รับ เลียย์ สับมา \$				3 m 5 m %	
	of Comparable				CONTROL S		Gross 127% S	232,700
	Comments on Sales Comp	Danson (including the subj	ect property's compatibility	to the neighborho	ood, etc.): <u>See</u>		addendum for addition	
	utilized Sale #1 and	ne ilmited number o	f recent sales of 2 sto	ry nomes in ti	nis market area, sale	s of ranch styl	e homes were neces	sarily
	area, and are valid in	dications of value f	ant were among the n	nost recent no	itea which had adequ	uate comparad	ility in design, quality	, and livable
	died, allu ale valiu il	Idications of value i	or trie subject.					
	ITEM	SUBJECT	COMPARABLE N	IO. †	COMPARABLE I	NO 2	COMPARABLE	NO 3
	Date, Price and Data	No sale in	10/08/04, sale for \$1		10/13/03, sale for \$1		No qualified sales v	
	Source, for prior sales	past 36 months	per Lee County publi		per Lee County pub		past 36 months	
	within year of appraisal	per Lee Co.	OR 4461 PG 0496		OR 4089 PG 4785		other than above.	
	Analysis of any current agr	eement of sale, option, or	listing of subject property :	and analysis of an		d comparables with		appraisal:
	The subject property	is not currently liste	ed in the regional MLS). ·			,	·
			Total Name					
	INDICATED VALUE BY SAI						\$	230,000
	INDICATED VALUE BY INC					oss Rent Multiplier	N/A = \$	
			ct to the repairs, alterations,				ompletion per plans & spe	
			or conditions affect t	this appraisal.	THIS IS A SUMMAR	RY APPRAISA	L REPORT. See at	tached
	special limiting condi							
	Final Reconciliation: Great	atest weight is giver	to the Sales Compar	rison Analysis	as it best reflects the	e actions of wi	lling buyers & sellers	. The Cost
	Approach is supporti-	ve. Because this ar	ea is typically owner	occupied, the	e is insufficient data	available for a	n Income Approach.	
NO.	The same of the same	-11-4						
Iμ	rne purpose of this apprais	sai is to estimate the mark	et value of the real property	that is the subject	t of this report, based on t	the above condition		ntingent
ICIL	and limiting conditions, and	market value definition t	hat are stated in the attache	d Freddie Mac For	m 439/FNMA form 1004B	(Revised	6/93).	
RECONCILIATION			D, OF THE REAL PROPERT				July 13	, 2005
Ë	(WHICH IS THE DATE OF IN	NO PEUTION AND THE EF	FECTIVE DATE OF THIS RE		\$	230,000		0.74
	APPRAISER: PHILESON	ingrassociate			RVISORY APPRAISER (O			
	Signature Alama Phil Ropping A	on soloto		Signat		N/N	: Did	∑ Did Not
	Name Phil Benning, A		- 		J. Leg Morris, MAI,		Inspec	t Property
	<u>Date Report Signed</u> July <u>State Certification</u> # RD		REA / Charles		Report Signed July 14.		n DEA	Ctota CI
	Or State License #	1220 St. Cert. Res.			Certification # 000064	o St. Cert. Ge	EIL REA	State FL
	Or Other Election #		State	OI OIG	te License #			State

5-Year Sales History

Parcel No. 306

Imperial Street Widening Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NOTE: No sales in the past five years.



City of Bonita Springs

9101 BONITA BEACH ROAD BONITA SPRINGS, FL 34135 TEL: (239) 949-6262 FAX: (239) 949-6239 www.cityofbonitasprings.org

Jay Arend Mayor

Wayne P. Edsall Councilman District One

Alex Grantt Councilman District Two

R. Robert Wagner Councilman District Three

..... Joyce Councilman District Four

David T. Piper, Jr. Councilman District Five

Ben L. Nelson, Jr. Councilman District Six

Gary A. Price City Manager Tel. (239) 949-6238

Audrey E. Vance City Attorney Tel. (239) 949-6254

City Clerk/Treasurer Tel: (239) 949-6250

Public Works Tel: (239) 949-6246

Code Enforcement Tel: (239) 949-6257

Parks & Recreation T 139) 992-2556 August 22, 2005

Mr. Michael J. O'Hare Property Acquisition Agent Division of County Lands Lee County P.O. Box 398 Fort Myers, FL 33902-0398

RE: Purchase Agreement – Imperial Street Widening, Project No. 4060 Parcel 306, Daniel and Deanna Mayfield

Dear Mr. O'Hare:

I have reviewed the updated information you provided for this parcel and find it to be reasonable.

If you need further assistance, please let me know.

Respectfully

Gary A Price
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

Post-It Fax Note 7671 Date 8/23/05 pages 1

To MICHAEL O'HARE From GARY RICE

Co./Deffolium LANDS COM OF RODITA SPRINGS

Phone # 479-8505 Phone #949-6238

Fax # 479-8391 Fax # 949-6239

Location Map

Borrower/Client MAYFIELD, Danie	al J. Jr. + Deanna		
Property Address 27901 Imperial S	treet		
City Bonita Springs	County Lee	State F1_	Zip Code 34135-5934
Lender Lee County - County Lar			

