

Date Critical

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

Blue Sheet No. 20060615

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for the acquisition of Parcel 337, Imperial Street Widening, Project No. 4060, in the amount of \$185,000; authorize payment of costs to close and authorize the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 6

C6J

5. Meeting Date:

5-23-2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute *73 & 125*
- Ordinance
- Admin. Code
- Other *Blue Sheet 20051710*

8. Request Initiated:

Commissioner
Department *Independent*
Division *County Lands TLM 5/9/06*
By: *Karen L.W. Forsyth, Director*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest in 30,491 square feet of land from an improved residential parcel.

Property Details:

Owner: George Donald Thomson and Kimberly B. Thomson, husband and wife
Address: 27091 Imperial Street, Bonita Springs, FL 34135
STRAP No. 36-47-25-B2-00006.001C

Purchase Details:

Purchase Price: \$185,000 (inclusive of severance damages to the remainder, temporary right of entry needed for construction, and attorney and expert fees/costs, if any)

Appraisal Information:

Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$139,500 (\$96,500 value of land and \$43,000 severance damages)
Date of Appraisal: July 29, 2005

Staff Recommendation: On December 20, 2005, the Board of County Commissioners approved making a binding offer in the amount of \$166,000 for this parcel. The owner countered at \$200,000, however, through negotiations, has now agreed to a purchase price of \$185,000, inclusive of severance damages, attorney fees and expert fees/costs, if any, and the addition of a temporary right of entry necessary for the construction.

County Lands conferred with the County Attorney's Office, and due to potential future uses of this site, severance damages, costs associated with condemnation proceedings, land value increases, attorney fees, and expert fees/costs, it was determined that a settlement amount of \$185,000 could be justified.

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
<i>K Forsyth</i>			<i>2005 5/10/06</i>	<i>Robert</i>	Analyst <i>5/11</i>	Risk <i>5/11</i>	Grants <i>5/11</i>	Mer. <i>5/11</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN
5-10-06
9:36
COUNTY ADMIN
FORWARDED TO:
5/11/06
11/11

Rec. by CoAtty
Date: *5/9/06*
Time: *2:00pm*
Forwarded To:
Hamin
5/10/06 11:25 AM

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcels: 337
STRAP No.: 36-47-25-B2-00006.001C

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

THIS AGREEMENT for purchase and sale of real property is made this 22 day of April, 2006, by and between George Donald Thomson and Kimberly B. Thomson, husband and wife, hereinafter referred to as SELLER, whose address is Post Office Box 459, Bonita Springs, FL 34133, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

- 1. AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 30,491 square feet, more or less, and located at 27091 Imperial Street, Bonita Springs, Florida 34135, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Imperial Street Widening Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price, inclusive of damages to the remainder, ("Purchase Price") will be One Hundred Eight-Five Thousand Dollars (\$185,000), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER'S condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the purchase price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) Seller's attorney and expert fees/costs, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

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

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

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

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** To SELLER'S information and knowledge the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. To SELLER'S information and knowledge no hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. To SELLER'S information and knowledge 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. To SELLER'S information and knowledge 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. To SELLER'S information and knowledge there is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. To SELLER'S information and knowledge there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To SELLER'S information and knowledge there is no evidence of release of hazardous materials onto or into the Property.

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

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

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

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

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

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

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

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

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

WITNESSES:

x Doris Thomson

x Heather Thomson

SELLER:

George Donald Thomson (DATE)

WITNESSES:

x Doris Thomson

x Heather Thomson

SELLER:

Kimberly B. Thomson 4/22/00 (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)

SPECIAL CONDITIONS

BUYER: Lee County

SELLER: George Donald Thomson and Kimberly B. Thomson, husband and wife

PARCEL NO. 337

- 1) BUYER shall provide and construct a curb cut access to the remainder property from Imperial Street at the location shown on attached Exhibit "B" as proposed driveway.
- 2) BUYER will install a Core (First Level) landscape buffer in accordance with the LeeScope Master Plan along the right-of-way.
- 3) To accommodate the natural water flow, BUYER will install concrete drainage pipes within the expanded Imperial Street right-of-way. SELLER grants to the BUYER, its employees, consulting engineers, contractors, agents, and other representatives the right to enter upon the property labeled as "connection area" on attached Exhibit "C", for the purpose of ingress and egress in order to tie-in the new drainage pipes with the natural flow way on SELLER'S property. This right of entry will commence upon written notice from the BUYER to the SELLER prior to start of construction and will expire upon completion of work.
- 4) SELLER grants permission to the BUYER, its employees, consulting engineers, contractors, agents, and other representatives, to clear and remove vegetation and create a swale to the natural flow way on the property labeled as "connection area" on attached Exhibit "C", in order to perform the work and tie-in the new drainage pipes with the natural flow way.
- 5) BUYER, its successors, and assigns shall require all contractors acting pursuant to Items 3 and 4 above to provide insurance or other monetary assurance to indemnify and hold the SELLER harmless for any consequential damages incurred by SELLER in connection with damage caused by BUYER, its employees, consulting engineers, contractors, agents, and other representatives as a result of the aforesaid access and work.
- 6) The Special Conditions will survive the closing of this transaction.

WITNESSES:

x Donny Thomson
 x Heather Thomson

SELLER:

George Donald Thomson (DATE)

WITNESSES:

x Donny Thomson
 x Heather Thomson

SELLER:

Kimberly B. Thomson 4/22/06 (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)

Jame R. Coleman & Assc iates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2
Fort Myers, Florida 33919

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

Exhibit "A"

Page 1 of 2

LEGAL DESCRIPTION

Parcel 337

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

Commence at the southwest corner the northwest quarter of the northwest quarter of the northeast quarter of Section 36, Township 47 South, Range 25 East, thence N.01°02'44"W. along the west line of the northeast quarter of said Section 36 for 132.00 feet; thence N.89°12'16"E. for 9.22 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 along said maintained right of way line for the following described thirteen (13) courses; (1) N.01°02'12"W. for 22.41 feet; (2) thence N.82°04'08"E. for 4.91 feet; (3) thence N.14°02'08"E. for 16.09 feet; (4) thence N.09°23'23"W. for 40.27 feet; (5) thence N.05°21'23"E. for 19.61 feet; (6) thence N.04°48'16"E. for 10.72 feet; (7) thence N.01°04'08"E. for 48.32 feet; (8) thence N.04°50'17"W. for 35.92 feet; (9) thence N.11°22'42"W. for 11.25 feet; (10) thence N.09°15'02"W. for 6.72 feet; (11) thence N.00°21'49"W. for 15.91 feet; (12) thence N.00°39'52"E. for 22.24 feet; (13) thence N.04°28'54"W. for 15.21 feet to an intersection with the north line of that certain parcel of land described in Official Record Book 1664 at Page 1652 of the Public Records of Lee County, Florida; thence N.89°08'46"E. along said north line for 117.91 feet to an intersection with a line parallel with and 130.00 feet easterly of as measured at right angles to the west line of the northeast quarter of the aforementioned Section 36; thence S.01°02'44"E. along said parallel line for 263.82 feet to an intersection with the south line of that certain parcel of land described in Official Record Book 1664 at Page 1652 of the Public Records of Lee County, Florida; thence S.89°12'16"W. along said south line for 120.78 feet to the point of beginning.

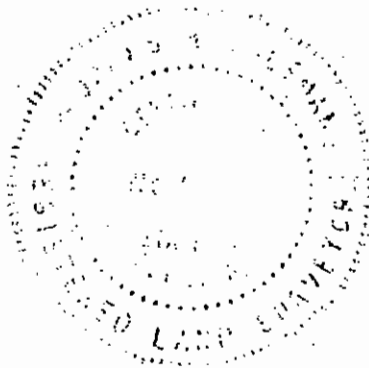
James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



Date: 17 FEB 2003

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCAPCL337



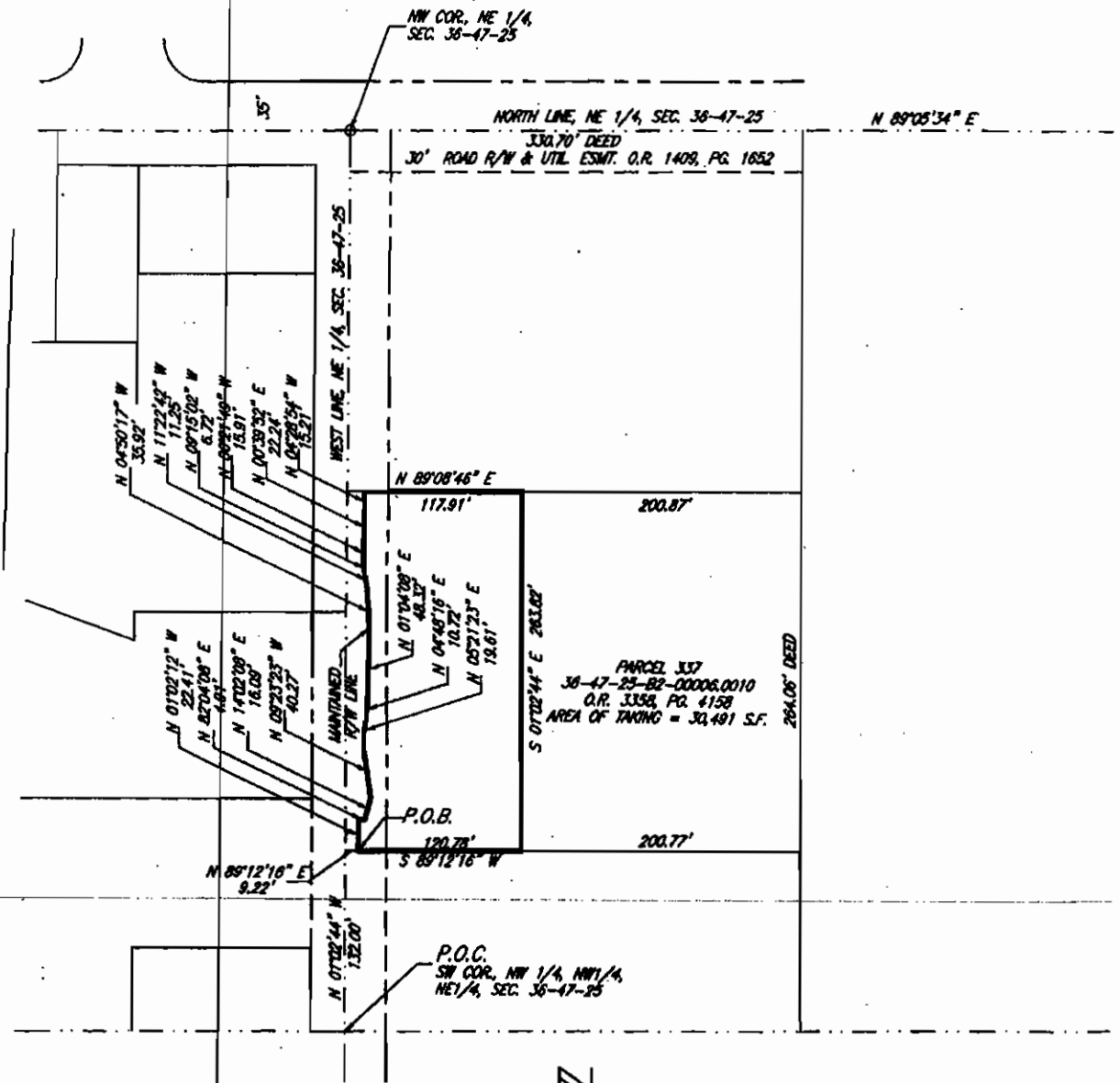


James R. Coleman & Associates, Inc.

Land Surveying Consultants
6236 Presidential Court, Unit 2
Fort Myers, Florida 33910
Phone: (239) 433-2090

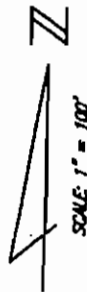
DATE DECEMBER, 2002	JOB NO. 302456	DRAWING NO. PG. 337

Exhibit "A"
Page 2 of 2



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

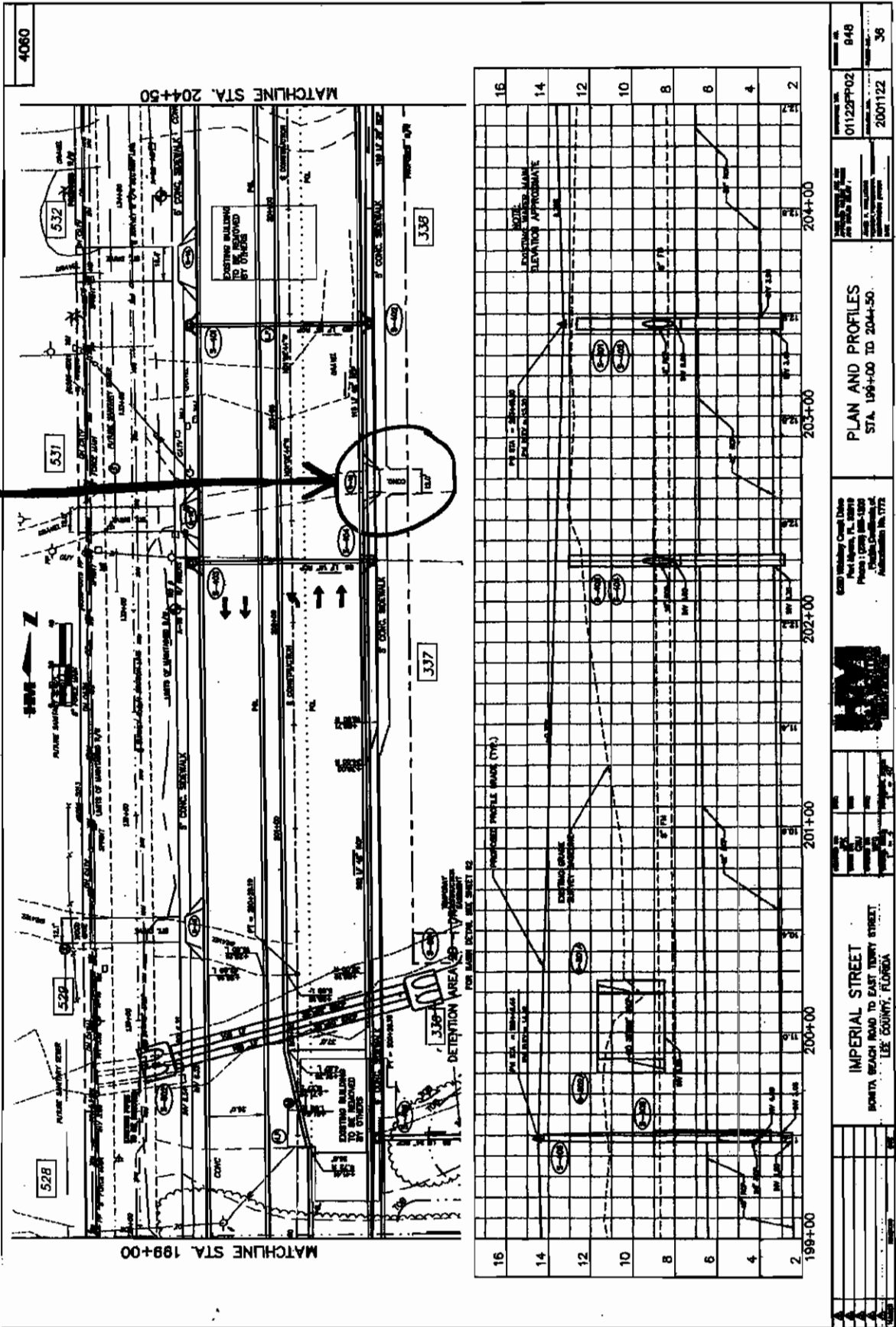
1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HERewith AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83 ADJUSTMENT).



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

James R. Coleman
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 5205
DATE: 7/1/02

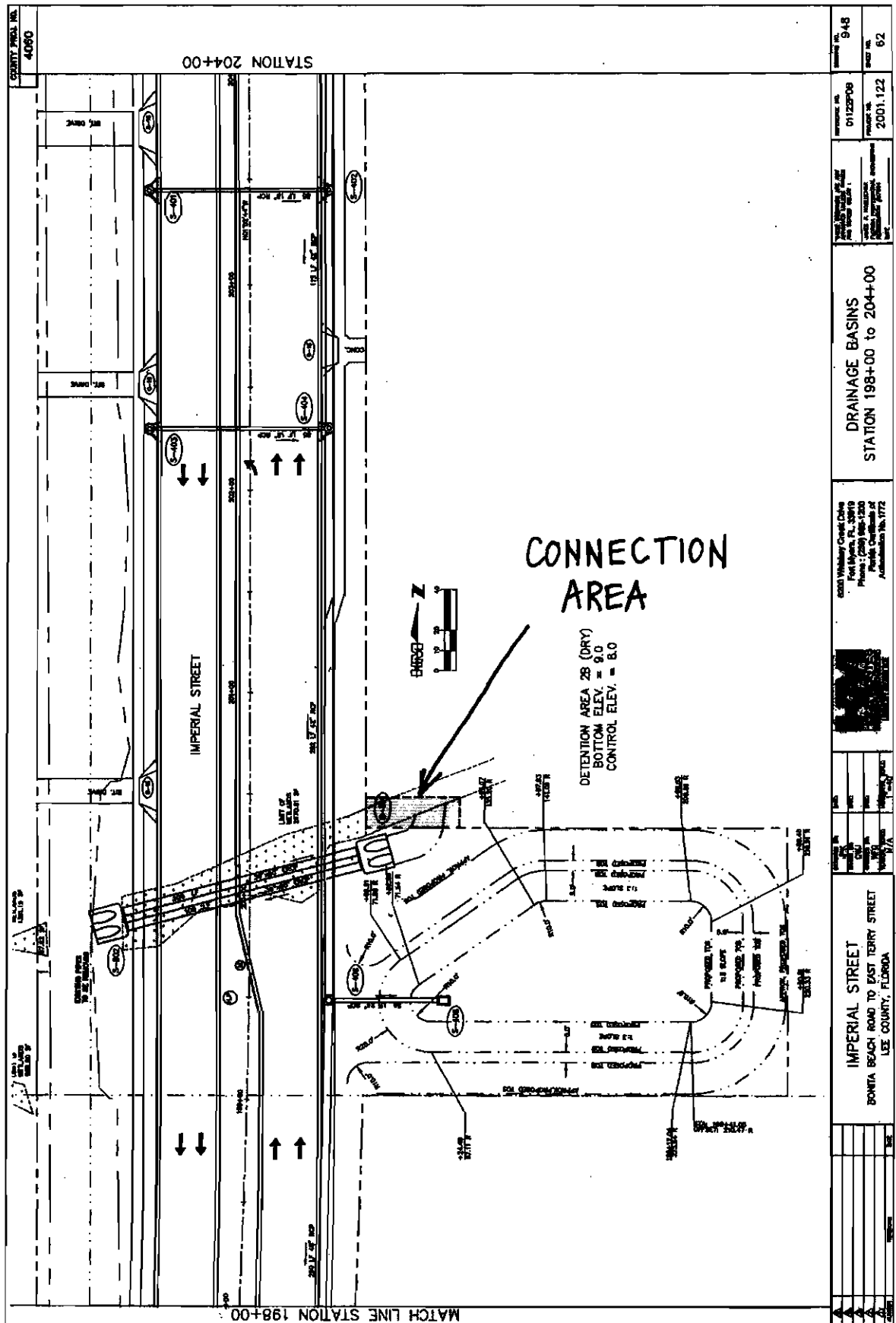
PROPOSED DRIVEWAY



4060

<p>IMPERIAL STREET PORTA BEACH ROAD TO EAST TERRY STREET, LEE COUNTY, FLORIDA</p>		<p>PLAN AND PROFILES STA. 199+00 TO 204+50</p>		<p>01122P02 2001122</p>	<p>848 36</p>
<p>CON: Wabarry Coast Drive Fort Myers, FL 33919 Phone: (813) 938-1300 Fax: (813) 938-1301 E-mail: info@wabarry.com Website: www.wabarry.com Registration No. 1772</p>					

Exhibit "B"



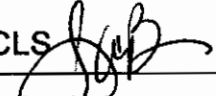
COUNTY ROAD NO. 4000		PROJECT NO. 01122P08	PROJECT NO. 2001.122	DATE 9/48
STATION 198+00 TO 204+00		DRAINAGE BASINS		DATE 62
IMPERIAL STREET BONITA BEACH ROAD TO EAST TERRY STREET LEE COUNTY, FLORIDA		STATION 198+00 TO 204+00		DATE
EAST WILSHAW CIVIL ENGINEERING 1414 N. W. 13th St. P.O. Box 1230 Fort Lauderdale, Florida Administration No. 1772		DRAWN BY CHECKED BY APPROVED BY		DATE

Exhibit "C"

Division of County Lands

Updated In House Title Search
Search No. 36-47-25-B2-00006.001C
Date: January 27, 2006
Parcel: 337
Project: Imperial Street Widening,
Project 4060

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

From: Shelia A. Bedwell, CLS 
Property Acquisition Assistant

STRAP: 36-47-25-B2-00006.001C

An update has been requested of In House Title Search No. 21568/C which covers the period beginning December 11, 1998, at 8:00 a.m. and is now complete through January 3, 2006, at 5:00 p.m.

Subject Property: See attached Exhibit "A".

Title to the subject property is vested in the following:

George Donald Thomson and Kimberly B. Thomson, Husband and Wife

by that certain instrument dated January 23, 2001, recorded February 1, 2001, in Official Record Book 3358, Page 4158, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Subject to the reservation of the Westerly thirty feet (30') of property for use as a road right-of-way, as recited on instrument recorded in Official Record Book 1409, Page 1083, Public Records of Lee County, Florida.
3. Mortgage executed by George Donald Thomson and Kimberly B. Thomson, husband and wife, in favor of Wells Fargo Home Mortgage, Inc., dated November 12, 2002, recorded November 19, 2002, in Official Record Book 3778, Page 2832, Public Records of Lee County, Florida.

NOTE: There is a Final Judgment of Divorce recorded in Official Record 1329, Page 1942 for Allan R. Jarvis and Vicki Ann Jarvis; On a subsequently recorded deed (Official Record Book 1332, Page 1490), they conveyed out as husband and wife; Thereafter, the Final Judgment of Divorce was recorded again in Official Record Book 1356, Page 761 for certification; Due to the typed in dates, as well as the recording dates shown on these instruments, an affidavit from a person with knowledge of the facts may be required in order to determine the actual marital status of the grantors as of the date of delivery of the deed; This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Division of County Lands

Updated In House Title Search

Search No. 36-47-25-B2-00006.001C

Date: January 27, 2006

Parcel: 337

Project: Imperial Street Widening,
Project 4060

Tax Status: 2005 taxes paid November 28, 2005 in the amount of \$3,416.17.
(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.

James R. 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"

Page 1 of 2

LEGAL DESCRIPTION

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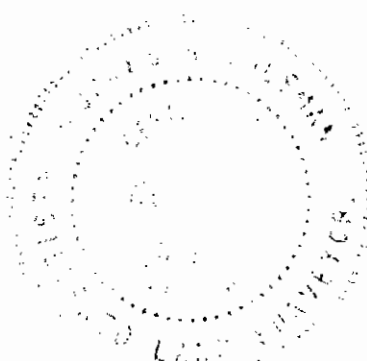
James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



Date: 17 FEB 2003

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCAPCL337



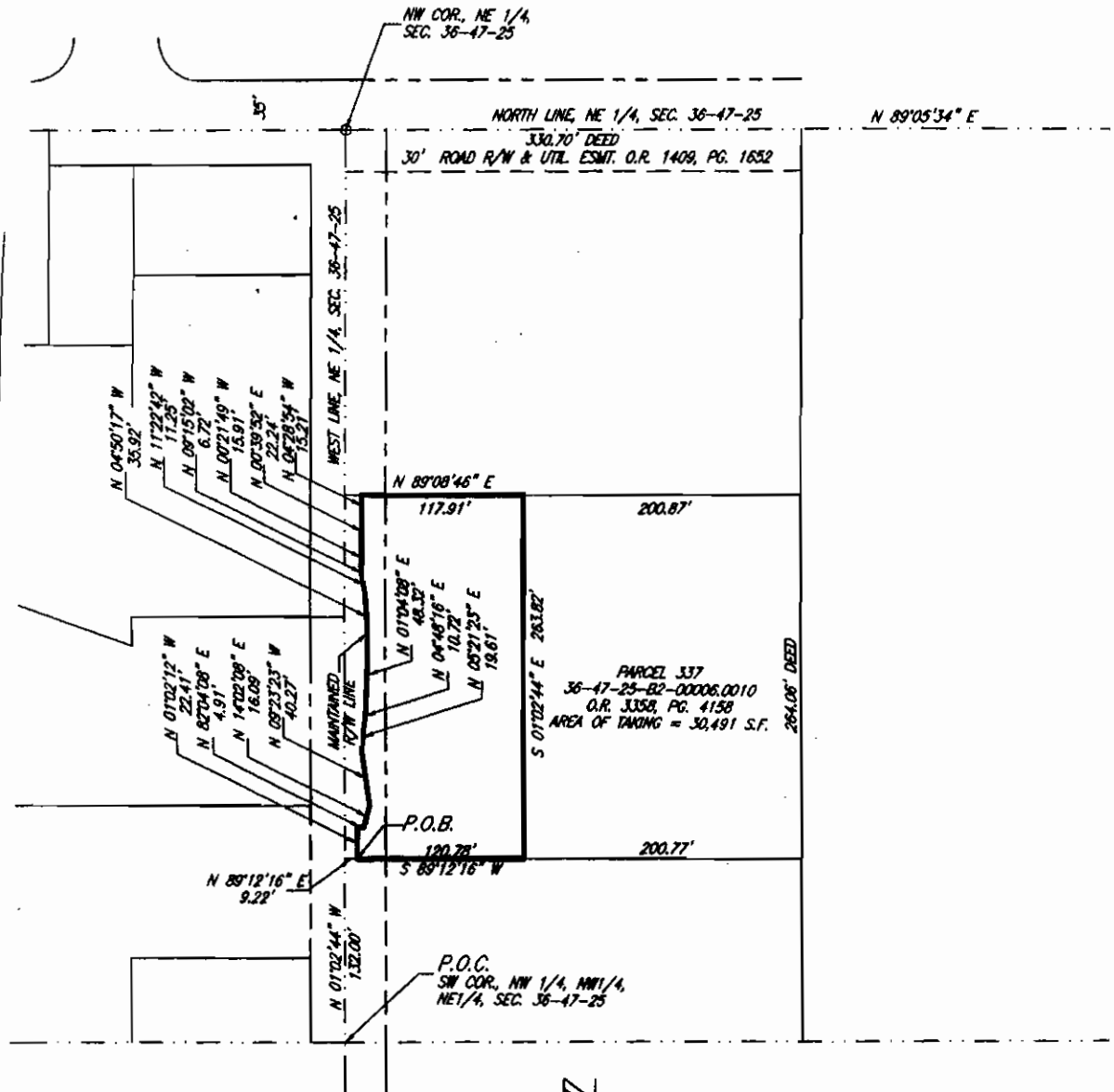


James R. Coleman & Associates, Inc.
 Land Surveying Consultants
 6236 Presidential Court, Unit 2
 Fort Myers, Florida 33919
 Phone: (239) 439-2070

DATE DECEMBER 2002	JOB NO. 308456	DRAWING NO. PCL337

Exhibit "A"

Page 2 of 2



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 AUTHORIZATION NUMBER LB0005983

James R. Coleman
 JAMES R. COLEMAN
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205

DATE: 12/2002

UNIFORM RESIDENTIAL APPRAISAL REPORT

Thomson

File No. 507238

Property Description

Property Address 27091 Imperial Street City Bonita Springs State FL Zip Code 34135-5830

Legal Description See attached Scanned Addendum for legal description County Lee

Assessor's Parcel No. 36-47-25-B2-00006.001C Tax Year 2005 R.E. Taxes \$ 3,377.66 Special Assessments \$ 0.00

Borrower N/A Current Owner Thomson, George & Kimberly Occupant: Owner Tenant Vacant

Property rights appraised Fee Simple Leasehold PUD Condominium (HUD/VA only) HOA \$ 0 /Mo.

Neighborhood or Project Name Bonita Springs Map Reference 36-47-25 Census Tract 0505.00

Sale Price \$ N/A Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller None

Lender/Client Lee County Board of County Commissione Address Division of County Lands, PO Box 398, Fort Myers, FL 33902

Appraiser Scott H. Simmons Address 12600-1 World Plaza Lane, Bldg. #63, Fort Myers, FL 33907

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Predominant occupancy	Single family housing PRICE \$(000)	AGE (yrs)	Present land use %		Land use change	
Built up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%				<input checked="" type="checkbox"/> Dwmer	100	Low	0
Growth rate	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input type="checkbox"/> Tenant	750+	High	60	2-4 family	5	<input type="checkbox"/> In process
Property values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant (0-5%)	Predominant		Commercial	5	To: 'Use' based primarily on zoning	
Demand/supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In balance	<input type="checkbox"/> Over supply	<input type="checkbox"/> Vac. (over 5%)	300	25	Vacant	30		
Marketing time	<input checked="" type="checkbox"/> Under 3 mos.	<input type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.							

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: The subject's neighborhood boundaries are East Terry Street to the north, Interstate 75 (SR 93) to the east, Bonita Beach Road (CR 865) to the south, and Old US 41 Road (CR 887) to the west.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):

The subject is located in the city of Bonita Springs. The immediate neighborhood consists primarily of single family homes and vacant residential parcels. The subject is in close proximity to the amenities of Bonita Springs such as schools, banks, shopping, and dining facilities.

The subject has adequate access to U.S. 41, Bonita Beach Road, and Interstate 75. Employment in this area appears to be stable and adequate. Property values in the subject's neighborhood are increasing with an average marketing time of less than 3 months.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):

The local real estate market is growing with no major concessions noted. Financing trends are toward conventional mortgages and cash sales.

There is F.H.A., V.A., and seller financing taking place in this market. Terms and rates are competitive with national averages. Discount points vary according to the loan program (if any) selected by the purchaser.

Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No

Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____

Describe common elements and recreational facilities: _____

Dimensions	1.9182 Acres +/-, See attached survey	Corner Lot	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Topography	Appears Level
Site area	1.9182 Acres			Size	Typical
Specific zoning classification and description	AG-2/Agricultural & Residential			Shape	Appears Square
Zoning compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning			Drainage	Adequate
Highest & best use as improved:	<input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)			View	Acquire
Utilities	Public <input checked="" type="checkbox"/> Other <input type="checkbox"/>	Off-site improvements	Type Public Private	Landscaping	Average
Electricity	<input checked="" type="checkbox"/>	Street	Paved <input checked="" type="checkbox"/>	Driveway Surface	Asphalt
Gas	<input type="checkbox"/> None Apparent	Curb/gutter	None <input type="checkbox"/>	Apparent easements	None Apparent
Water	<input checked="" type="checkbox"/>	Sidewalk	None <input type="checkbox"/>	FEMA Special Flood Hazard Area	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sanitary sewer	<input checked="" type="checkbox"/>	Street lights	None <input type="checkbox"/>	FEMA Zone AE	Map Date 7/20/1998
Storm sewer	<input type="checkbox"/>	Alley	None <input type="checkbox"/>	FEMA Map No.	1251240510D

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): There are no apparent adverse easements, encroachments, or special assessments. Site improvements consist of sod, landscaping, utility connections, and asphalt drive and walkways.

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	One	Foundation	Concrete	Slab	Yes	Area Sq. Ft.	N/A	Roof	<input type="checkbox"/>
No. of Stories	One	Exterior Walls	Stucco	Crawl Space	None	% Finished	N/A	Ceiling	<input type="checkbox"/>
Type (Det./Att.)	Detached	Roof Surface	Shingle	Basement	None	Walls	N/A	Walls	<input type="checkbox"/>
Design (Style)	Ranch	Gutters & Dwnspnts.	Aluminum	Sump Pump	None Apparent	Floor	N/A	Floor	<input type="checkbox"/>
Existing/Proposed	Existing	Window Type	Aluminum	Dampness	None Apparent	Outside Entry	N/A	None	<input type="checkbox"/>
Age (Yrs.)	1981	Storm/Screen	No/Yes	Settlement	None Apparent			Unknown	<input checked="" type="checkbox"/>
Effective Age (Yrs.)	20	Manufactured House	No	Infestation	None Apparent				

ROOMS	Foyer	Living	Dinng	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement								4	2	Area		N/A
Level 1	Area	1	Area	1								1,581
Level 2												

Finished area above grade contains: 6 Rooms; 4 Bedroom(s); 2 Bath(s); 1,581 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:
Floors	Carpet/Tile*	Type	Central	Refrigerator	<input checked="" type="checkbox"/>	None <input type="checkbox"/>
Walls	Drywall*	Fuel	No	Range/Oven	<input checked="" type="checkbox"/>	Garage # of cars
Trim/Finish	Wood*	Condition	Average	Disposal	<input type="checkbox"/>	Attached
Bath Floor	Tile*	COOLING		Dishwasher	<input checked="" type="checkbox"/>	Detached
Bath Wainscot	Tile*	Central	Yes	Fan/Hood	<input checked="" type="checkbox"/>	Built-in
Doors	Wood*	Other	None	Microwave	<input checked="" type="checkbox"/>	Carport
*Average		Condition	Average	Washer/Dryer	<input checked="" type="checkbox"/>	Driveway Adequate

Additional features (special energy efficient items, etc.): The subject features include carpet/tile flooring, appliances, ceiling fans, chain link fence, and screened porch.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: The subject improvements are in average condition with no functional or external obsolescence observed.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: There are no apparent adverse environmental conditions present in the improvements, site, or immediate vicinity of the subject property.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Thomson

File No. 507238

Valuation Section

ESTIMATED SITE VALUE	= \$	251,000
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 1,581 Sq. Ft. @\$ 75.00	= \$	118,575
Sq. Ft. @\$	=	
Appliances & Extras	=	8,000
Garage/Carport Sq. Ft. @\$	=	
Total Estimated Cost New	= \$	126,575
Less Physical Functional External		
Depreciation 42,187	= \$	42,187
Depreciated Value of Improvements	= \$	84,388
As-is Value of Site Improvements	= \$	10,000
INDICATED VALUE BY COST APPROACH	= \$	345,388

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FMHA, the estimated remaining economic life of the property): The cost approach has been estimated with the aid of Marshall & Swift Cost Tables and discussions with local builders/contractors. The subject's site value has been estimated through land sales, land allocation, and land extraction methods. The subject's remaining economic life is estimated to be 40 years.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	27091 Imperial Street Bonita Springs	27670 Pinecrest Lane Bonita Springs	26921 Lost Woods Circle Bonita Springs	10301 Pepe Lane Bonita Springs
Proximity to Subject		0.83 miles	0.30 miles	1.91 miles
Sales Price	\$ N/A	\$ 349,000	\$ 315,000	\$ 300,000
Price/Gross Living Area	\$	\$ 232.05	\$ 165.79	\$ 212.77
Data and/or Verification Source	Current Inspection	MLS/FARES and/or Tax Record County OR#4757/4680	MLS/FARES and/or Tax Record County OR#4802/3104	MLS/Tax Records/Related Party County OR#4848/2713
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions		Conventional None Known	Conventional None Known	Conventional None Known
Date of Sale/Time		04/29/2005	06/23/2005	07/22/2005
Location	Suburban	Suburban	Suburban	Suburban
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	1.9182 Acres	1.67 Acres	0.25 Acres	1.00 Acres
View	Acres	Acres/Creek	Acres	Acres
Design and Appeal	Ranch	Ranch	Ranch	Ranch
Quality of Construction	Average	Average	Average	Average
Age	1981 eff: 20	1989 eff: 20	1989 eff: 15	1977 eff: 20
Condition	Average	Average	Average	Average
Above Grade	Total: Bdrms: Baths	Total: Bdrms: Baths	Total: Bdrms: Baths	Total: Bdrms: Baths
Room Count	6 : 4 : 2	6 : 2 : 2.5	6 : 3 : 2	6 : 2 : 2
Gross Living Area	1,581 Sq. Ft.	1,504 Sq. Ft.	1,900 Sq. Ft.	1,410 Sq. Ft.
Basement & Finished Rooms Below Grade	N/A	N/A	N/A	N/A
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Central/Central	Central/Central	Central/Central	Central/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	Open Parking	Open Parking	2 Car Garage	Open Parking
Porch, Patio, Deck, Fireplace(s), etc.	Screened Porch	Screened Porch	Open Porch	Screened Porch
Fence, Pool, etc.	None	None	None	None
Net Adj. (total)		\$ 19,190	\$ 11,380	\$ 45,130
Adjusted Sales Price of Comparable		\$ 329,810	\$ 326,380	\$ 345,130

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): The comparable sales listed above have been provided as the best available indicators of current market value. All sales are similar single family uses located in the same or competing neighborhoods. After proper adjustments, in accordance with generally accepted appraisal principles (paired sales analysis, etc.), all provided sales are an indicator of current market value. Sales data indicate a value range of \$329,810 to \$345,130 with the subject commanding a value within this range.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	None	None	11/19/2004 \$208,000 OR#4514/2581	None

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The appraiser's research revealed that the subject property is not currently listed for sale. Additional comparable transfers have been listed above. The subject has not transferred in the past thirty-six months.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 330,000
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ /Mo. x Gross Rent Multiplier = \$

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.
 Conditions of Appraisal: The Income Approach was not used as there is insufficient GRM data available for this method to be utilized with any reasonable degree of reliability.

Final Reconciliation: Principle emphasis is placed on the Sales Comparison Approach as it best represents the interactions of buyers and sellers in the subject's marketplace. The Cost Approach tends to support this opinion of value. See "comments regarding sales comparison" and the "supplemental addendum" for further comments. DATE OF REPORT: 08/02/2005

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF 07/29/2005
 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 330,000

APPRaiser: Signature: *[Signature]* Name: Scott H. Simmons State Certification #: State Registered Trainee Appraiser, RI State FL
SUPERVISORY APPRAISER (ONLY IF REQUIRED): Signature: *[Signature]* Name: W. Michael Maxwell, MAI, SRA State Certification #: State Certified General Appraiser, RZ 55 State FL

Sales Comparison Comments

Borrower/Client	N/A		
Property Address	27091 Imperial Street		
City	Bonita Springs	County	Lee
		State	FL
		Zip Code	34135-5830
Lender	Lee County Board of County Commissioners		

Description of the Take

The take area is approximately 120 feet deep and 264 feet long. The take runs along the western edge of the property, along Imperial Street. The total take area is 30,491 square feet, as provided by the survey. The only improvements observed in the take area were the concrete driveway.

Value of the Part Taken

The Take will be a fee simple rectangular parcel. In the conclusion of the Land Value, we utilized \$3.00 per square foot. We estimate the cost of the portion of the concrete driveway being taken to be \$5,000. We will then apply this to the area of the Take as follows:

	30,491	(Take Area - Square Feet)
X \$	3.00	(Per Square Foot Value - Land)
\$	91,473	(Value of the Part Taken - Land)
+ \$	5,000	(Value of the Affected Improvements)
\$	96,473	(Total Value of the Part Taken)
\$	96,500	(Rounded)

Remainder Value as Part of Whole

The Remainder Value as Part of Whole is the difference between the Value of the Whole before Take and the Value of the Part Taken.

\$330,000	(Value of the Whole before Take)
- \$ 96,500	(Value of the Part Taken)
\$233,500	(Remainder Value as Part of Whole)

Remainder Value after Take

The Take area is being acquired for the construction of the Imperial Street Widening/Three Oaks Parkway Extension. The Take will contain northbound traffic lanes. As the presence of traffic lanes in a take area create compensable damages, we have completed a proximity study for the effect of traffic on property values. This study can be found in the Data Book. We have studied the effect of busy four-lane roads, two-lane roads, and Interstate 75. This data revealed a range of 12% to 23% based on the size of the road. As the new Imperial Street will be a four lane road, we will utilize a 20% damage factor. The before take value is \$330,000, allocated \$251,000 to land and \$79,000 for the improvements. The Remainder Value after Take, can now be shown as follows:

LAND	IMPROVEMENT
\$251,000 (Value of the Whole before Take - Land)	\$ 79,000 (Value of the Whole before Take - Imp.)
/ 83,555 (Site Area Before Take)	/ 1,581 (GLA Before Take)
\$ 3.00 (Sq. Ft. Value Before Take)	\$ 49.97 (Sq. Ft. Value Before Take)
X 80% (20% Damages)	X 80% (20% Damages)
\$ 2.40 (Sq. Ft. Value After Take)	\$ 39.98 (Sq. Ft. Value After Take)
X 53,064 (Site Area After Take)	X 1,581 (GLA After Take)
\$127,354 (Remainder Value after Take - Land)	\$ 63,208 (Remainder Value after Take - Imp.)
\$127,354 (Remainder Value after Take - Land)	
+\$ 63,208 (Remainder Value after Take - Imp.)	
\$190,562 (Remainder Value after Take)	
\$190,500 (Rounded)	

Severance Damages

Severance Damages are the difference in value between the Remainder Value as Part of Whole and the Remainder Value after Take.

\$233,500	(Remainder Value as Part of Whole)
- \$190,500	(Remainder Value after Take)
\$ 43,000	(Severance Damages)

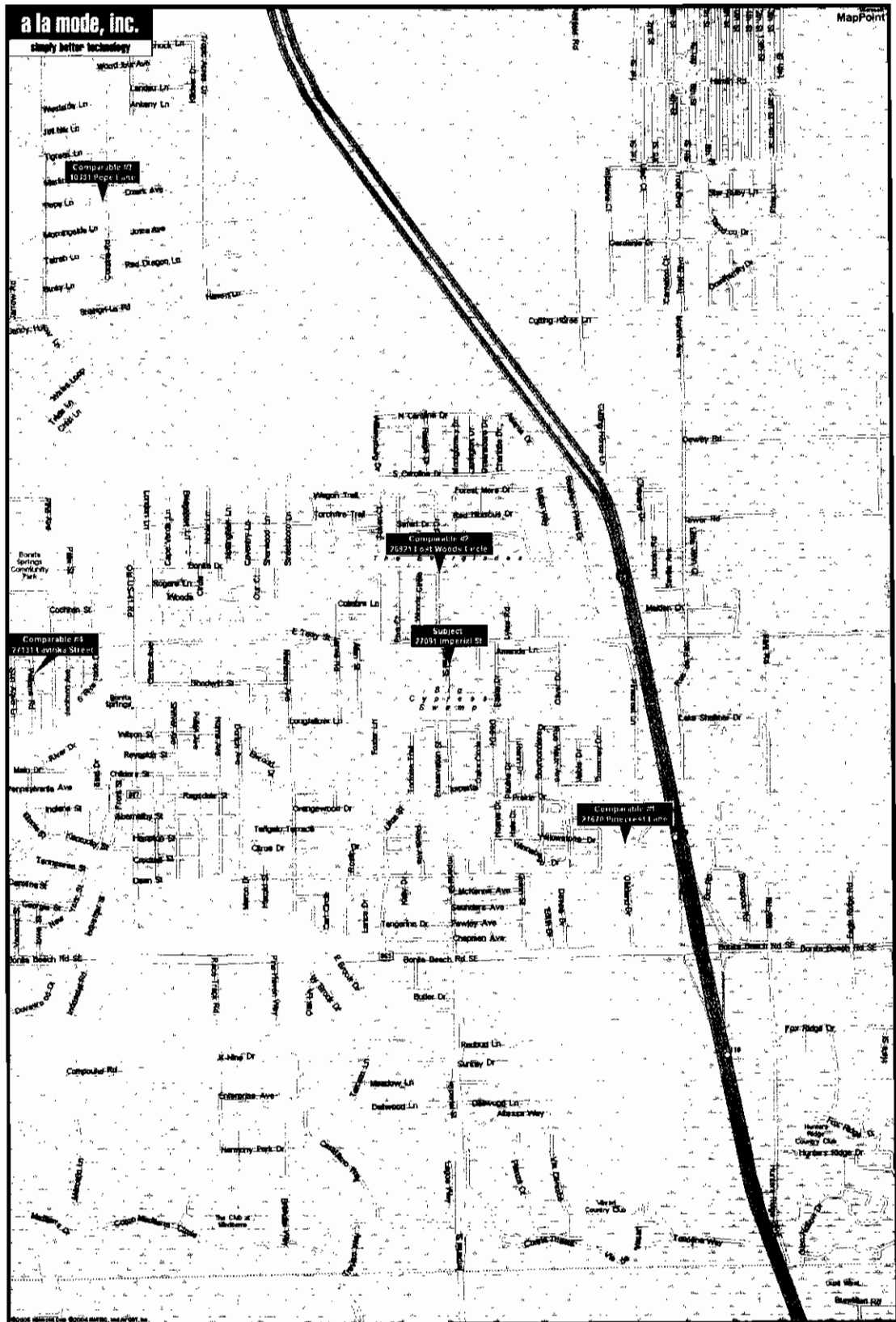
Amount Due Owner

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

Value of the Part Taken =	\$96,500
Severance Damages =	\$43,000
Amount Due Owner =	\$139,500

Location Map

Borrower/Client N/A			
Property Address 27091 Imperial Street			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5830
Lender Lee County Board of County Commissioners			





RECEIVED
MAY 04 2006
COUNTY LANDS

May 1, 2006

*City of
Bonita Springs*

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

Jay Arend
Mayor

Richard Ferreira
Councilman
District One

Alex Grantt
Councilman
District Two

Patrick McCourt
Councilman
District Three

John Joyce
Councilman
District Four

Martha Simons
Councilwoman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

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

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

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

Public Works
Tel: (239) 949-6246

Code Enforcement
Tel: (239) 949-6257

Parks & Recreation
Tel: (239) 992-2556

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

RE: Purchase Agreement – Imperial Street Widening Project
Project No. 4060
Parcel 337 – George Donald Thomson and Kimberly B. Thomson

Dear Ms. Mann:

The agreed upon purchase conditions for the aforementioned entire parcel are reasonable and purchase is recommended by my office.

If you need further authorization, feel free to contact me.

Respectfully,

Gary A. Price
City Manager

GAP/kd

cc: John Gucciardo, Special Project Coordinator

5-Year Sales History

Parcel No. 337

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
George M. Knox, Jr. and Helga Procht Knox, h/w	George Donald Thomson and Kimberly B. Thomson	\$165,000	1/2001	Y