

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

Blue Sheet No. 20050146

- 1. ACTION REQUESTED/PURPOSE:** Authorize: 1) approval of Purchase Agreement in Lieu of Condemnation for acquisition of Parcel 304, Imperial Street Widening Project No. 4060, in the amount of \$59,250; 2) Chairman, on behalf of the Board, to sign the Purchase Agreement; and 3) the Division of County Lands to handle and accept all documentation necessary to complete transaction and grant an extension to close, if necessary.
- 2. WHAT ACTION ACCOMPLISHES:** Allows the County to proceed with the project without resorting to Eminent Domain proceedings.
- 3. MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested

4. Departmental Category: 6

C68

5. Meeting Date:

4-26-05

- 6. Agenda:**
- Consent
 - Administrative
 - Appeals
 - Public
 - Walk-On

- 7. Requirement/Purpose: (specify)**
- Statute 73 & 125
 - Ordinance
 - Admin. Code
 - Other

8. Request Initiated:

Commissioner _____
 Department Independent
 Division County Lands
 By: Karen L.W. Forsyth, Director

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, lot and small uninhabitable house.

Property Details:

Owner: Elizabeth R. Snow
Property Address: 27921 Imperial Street
STRAP No.: 36-47-25-B3-01200.0920

Purchase Details:

Purchase Price: \$59,250
Estimated Closing Costs: \$4,500 including Sellers attorney fees of \$2,475

Appraisal Information:

Company: Carlson Norris & Associates, Inc.
Appraised Value: \$45,000, as of 12-04-04

Staff Recommendation: The property owner and her attorney refused to accept \$51,750, which staff was recommending and City of Bonita Springs approved for a binding offer. However, prior to Blue Sheeting the Binding Offer, through negotiations with the County Attorney's office, her attorney agreed to stipulate to the Order of Taking and owner has agreed to sell for \$59,250. City of Bonita Springs, has approved the purchase price of \$59,250 and will reimburse the County in accordance with an Interlocal Agreement. Staff is of the opinion that the purchase price increase of approximately \$14,500, above the appraised value, can be justified considering the costs associated with condemnation proceedings, estimated between \$12,000 and \$20,000, and the escalating property values in the surrounding area.

Account: 20406018808.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, City Approval Memorandum, Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	Analyst <i>[Signature]</i>	Risk <i>[Signature]</i>	Grants <i>[Signature]</i>	Mgr. <i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: *4/12/05*
 Time: *10:50*
 Forwarded To: _____

CO. ATTY.
 FORWARDED
 TO CO. ADMIN.
4/12/05

RECEIVED BY
 COUNTY ADMIN
4-12-05
 COUNTY ADMIN
 FORWARDED TO:
4-14-05
[Signature]

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, Project No. 4060
Parcel: 304
STRAP No.:36-47-25-B3-01200.0920

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

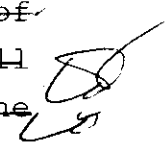
THIS AGREEMENT for purchase and sale of real property is made this ___ day of _____, 20__ by and between ELIZABETH R. SNOW, hereinafter referred to as SELLER, whose address is PO Box 1077, Bonita Springs, FL, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as 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 .14 acres more or less, and located at 27921 Imperial Street, Bonita Springs, FL 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 No. 4060, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be Fifty Nine Thousand Two Hundred Fifty and no/100 (\$59,250.00), 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:

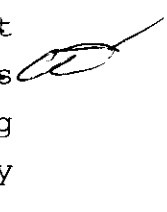
- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered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

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

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

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

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

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

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

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

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

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

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

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

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

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

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

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

WITNESSES:

SELLER:

Sammy M Callahan
Alesia Nelson

Elizabeth R. Snow (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 CONDITION

BUYER: Lee County
SELLER: Elizabeth R. Snow
PARCEL NO. 304
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. SELLER to secure property to avoid people and animals from occupying premises. SELLER to remove and dispose of all environmentally sensitive materials prior to closing. 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.

SELLER, from the date of SELLER'S signature below and after BUYER notifies SELLER'S attorney, Kenneth A. Jones, does 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 and tests preformed in preparation of demolishing or relocating any or all real estate improvements subsequent to closing and the County taking possession of the property.

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

SELLER is responsible for all costs and fees of code violations and deliver property free and clear of all liens and encumbrances except as described in 3."EVIDENCE of TITLE" paragraph. At closing, BUYER agrees to pay SELLER's attorney fees requested in the amount of \$2,475. Any additional attorney fees to be SELLER's responsibility.

After closing, BUYER in the normal course of business, intends to remove or demolish improvements and clear lot as has been done on other properties acquired for the project.

BUYER cannot control the independent contractors time in obtaining the required tests, inspections, contract for the demolition, and permits, so this may take 60 to 120 days. SELLER to provide written statement from City of Bonita Springs that house may remain without fees, fines, or costs for any code violations for up to 120 days until house is removed or demolished.

WITNESSES:

Sammy M Gallahan
Alesha Nelson

SELLER:

Elizabeth R. Snow
Elizabeth R. Snow (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 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

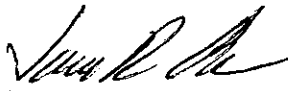
LEGAL DESCRIPTION

Parcel 304

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, being a portion of Lot 92 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 393.04 feet to an intersection with the westerly extension of the south line of the aforementioned Lot 92; thence N.88°45'08"E. along said south line for 18.91 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°45'08"E. along said south line for 127.03 feet to an intersection with the east line of said Lot 92; thence N.00°58'24"W. along said east line for 50.00 feet to an intersection with the north line of said Lot 92; thence S.88°45'08"W. along said north line for 126.66 feet to an intersection with the aforementioned maintained right of way line; thence S.00°32'46"E. along said maintained right of way line for 50.00 feet to the point of beginning.

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



Date: 3/12/2002

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCAPCL304

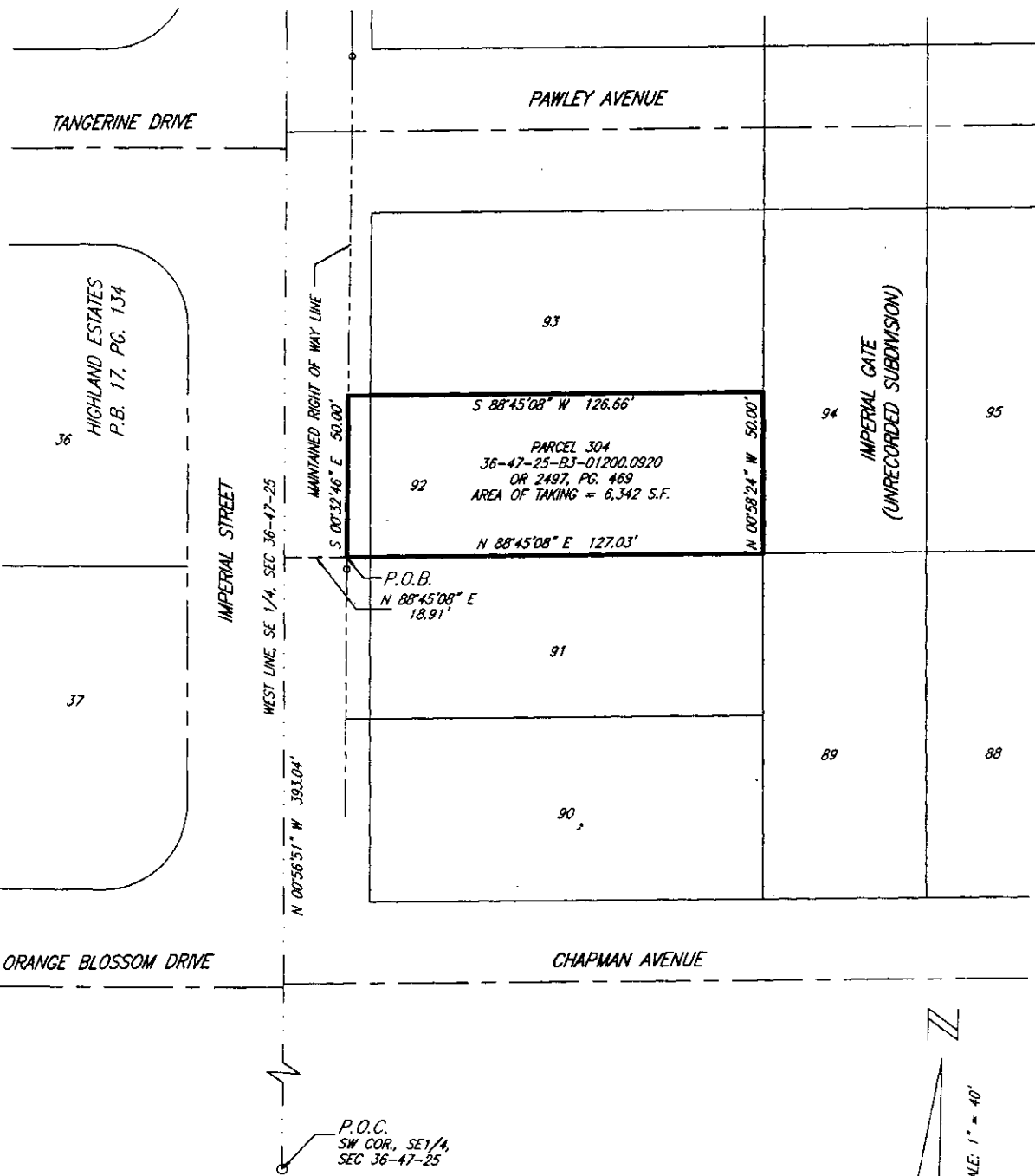


James R. Coleman & Associates, Inc.

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

DATE DECEMBER, 2002	JOB NO. 308456	DRAWING NO. PCL304
DATE	BY	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 AUTHORIZATION NUMBER LB0005983

[Signature]

JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205



DATE 3 Dec 2002

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

Search No. 21573C

Date: January 27, 2005

Parcel: 304

Project: Imperial Street Widening, Project #4060

To: Michael J. O'Hare SR/WA
Property Acquisition AgentFrom: Kenneth Pitt 
Real Estate Title ExaminerSTRAP: **36-47-25-B3-01200.0920**Effective Date: December 31, 2004, at 5:00 p.m.**Subject Property:** See Attached Schedule.

Title to the subject property is vested in the following:

Elizabeth R. Snow.By that certain instrument dated April 29, 1994, recorded May 4, 1994, in Official Record Book 2497, Page 469, Public Records of Lee County, Florida.**Easements:**

1. Subject to an Access Easement over the Westerly Twenty Five Feet (25 ft.), as set forth on deed recorded February 26, 1971, in Official Record Book 664, Page 65, Public Records of Lee County, Florida. (Affects Project Area)
2. Subject to a Utility Easement over the Easterly Four Feet (4 ft.), as set forth on deed recorded February 26, 1971 in Official Record Book 664, Page 65, Public Records of Lee County, Florida. (Lies Outside of Project Area)
3. Subject to a Utility Easement over the Southerly four feet (4 ft) as set forth on deed recorded November 6, 1985 in Official Record Book 1812, Page 4305, Public Records of Lee County, Florida. (Abuts Project Area)

Note 1): Subject to a Mortgage in the sum of \$39,900.00, between Elizabeth R. Snow (mortgagor) and First National Bank of Bonita Springs (mortgagee), recorded in Official Record Book 2497 Page 471 and later assigned to Chase Mortgage Company, by that certain instrument recorded in Official Record Book 3298 Page 1816, Public Records of Lee County, Florida.

Note 2): Subject to a Special Assessment by the City of Bonita Springs vs. the subject property (Lot Mowing Ordinance), in the original sum of \$231.00, recorded in Official Record Book 3689 Page 5225, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 21573C

Date: January 27, 2005

Parcel: 304

Project: Imperial Street Widening, Project
#4060

Note 3): Subject to a Code Enforcement Order placed on the subject property by the City of Bonita Springs, in the sum of \$100.00, plus a fine of \$25.00 a day from June 19, 2002 for each and every day the violation exists, the violation being an inoperable/unregistered Blue Chevy Van on the property, recorded in Official Record Book 3689 Page 5328, Public Records of Lee County, Florida.

Tax Status: \$450.49 paid on 11/22/04 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.

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

Search No. 21573C

Date: January 27, 2005

Parcel: 304

Project: Imperial Street Widening, Project
#4060**SCHEDULE X**

Commencing at the South 1/4 corner of Section 36, Township 47 South, Range 25 East, Lee County, Florida; thence along the North and South 1/4 line of said Section 36, Northerly 393.00 feet for the Point of Beginning of the parcel herein described; thence continuing along said North and South 1/4 line, Northerly 50.00 feet; thence Easterly, deflecting 89°42'00" to the right, 145.00 feet; thence Southerly, deflecting 90°18'00" to the right, 50.00 feet; thence Westerly, deflecting 89°42'00" to the right, 145.00 feet to the Point of Beginning; also known as Lot 92, Imperial Gates, an unrecorded subdivision.

LAND APPRAISAL REPORT

File No. 220340

STA 20, Project 41

Summary Appraisal Report

File No. 220340

Borrower Owner: SNOW, Elizabeth R. Census Tract 0505.00 Map Reference 36-47-25
 Property Address 27921 Imperial Street Parcel 304, Imperial Street Widening Project No. 4060
 City Bonita Springs County Lee State FL Zip Code 34135-5934
 Legal Description PARL in SW1/4 of SE1/4 DESC OR 1826 PG 2918, AKA Lot 92, Imperial Gates Unrec.
 Sale Price \$ Not a Sale Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 281.45 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions
 Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
 Occupant Vacant Land Appraiser Phil Benning, Associate Instructions to Appraiser Estimate Market Value

Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural												
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%												
Growth Rate	<input checked="" type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady							Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor	
Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Slow							Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Demand/Supply	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Declining							Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Oversupply							Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Present Land Use	<u>80%</u> 1 Family	<u>10%</u> 2-4 Family	<u>0%</u> Apts.							<u>0%</u> Condo	<u>5%</u> Commercial	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (**)							Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Predominant Occupancy	<input checked="" type="checkbox"/> From <u>0</u> To <u>0</u>	<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant							<u>0%</u> Vacant	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Single Family Price Range	<u>\$ 80,000</u> to <u>\$ 500,000</u>	Predominant Value	<u>\$ 150,000+</u>							Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Single Family Age	<u>New</u> yrs. to <u>85</u> yrs.	Predominant Age	<u>30+</u> yrs.	Protection from Debrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
				Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
				General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
				Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Bordered by E.Terry St. (N), I-75 (E), US Business 41 (W), Bonita Beach Road (S). Predominately average to good quality single family. Community support services, employment, shopping and area beaches are closeby and I-75 is .5 mile east.

Dimensions 50' x 120' = 6,000 Sq. Ft. or Acres Corner Lot

Zoning classification TFC-2, Two Family Conservation Present Improvements do do not conform to zoning regulations

Highest and best use Present use Other (specify) _____

Elec.	<input checked="" type="checkbox"/>	OFF SITE IMPROVEMENTS	Topo	<u>Level</u>
Gas	<input type="checkbox"/>		Street Access	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
Water	<input checked="" type="checkbox"/>		Surface	<u>Paved Asphalt</u>
San. Sewer	<input type="checkbox"/>		Maintenance	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
	<input type="checkbox"/>		<input type="checkbox"/> Storm Sewer	<input type="checkbox"/> Curb/Gutter
	<input type="checkbox"/>	<input type="checkbox"/> Underground Elect. & Tel.	<input checked="" type="checkbox"/> Sidewalk	<input checked="" type="checkbox"/> Street Lights
			Shape	<u>Primarily Rectangular</u>
			View	<u>Residential</u>
			Drainage	<u>Appears adequate</u>

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No adverse easements or encroachments were noted. No survey was provided. Subject is in Zone AE, EL12, a flood zone per FEMA Panel 125124 0510 dated 07/20/98. Access to the interior of the 1 bedroom/1 bath house on the site was denied. The improvements are not included in the value estimate reported. Value estimate is for land only. See attached comments on the condition of the improvements. Also, see attached photos.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>27921 Imperial Street 36-47-25-B3-01200.0920</u>	<u>11608 Saunders Avenue 36-47-25-B3-01200.1470</u>	<u>11691 McKenna Avenue 36-47-25-B3-01200.2020</u>	<u>11251 Dean Street 36-47-25-B4-00300.0010</u>
Proximity to Subject		<u>0.11 miles</u>	<u>0.24 miles</u>	<u>0.30 miles</u>
Sales Price	<u>Not a Sale</u>	<u>\$ 45,900</u>	<u>\$ 50,000</u>	<u>\$ 60,000</u>
Price per Square Foot		<u>6.95</u>	<u>4.39</u>	<u>3.45</u>
Data Source	<u>Inspection</u>	<u>MLS/OR 4527 PG 2397</u>	<u>MLS/OR 4487 PG 4503</u>	<u>MLS/OR 4215 PG 0492</u>
Date of Sale and Time Adjustment	<u>N/A</u>	<u>12/15/04</u>	<u>11/09/04</u>	<u>03/03/04</u>
Location	<u>Imperial Gates</u>	<u>Imperial Gates</u>	<u>Imperial Gates</u>	<u>Bonita Park Unrec.</u>
Site/View	<u>6,000sf+/-</u>	<u>6,600sf+/-</u>	<u>11,398sf+/-</u>	<u>17,400sf+/-</u>
View	<u>Residential</u>	<u>Residential</u>	<u>Residential</u>	<u>Residential</u>
Zoning Classification	<u>TFC-2</u>	<u>TFC-2</u>	<u>TFC-2</u>	<u>TFC-2</u>
Improvements	<u>None Included</u>	<u>None Included</u>	<u>None Included</u>	<u>None Included</u>
Sales or Financing Concessions	<u>N/A</u>	<u>Cash Indicated</u>	<u>Cash Indicated</u>	<u>Cash Indicated</u>
Net Adj. (Total)		<u>+</u> <u>800</u>	<u>+</u> <u>7,600</u>	<u>+</u> <u>16,000</u>
Indicated Value of Subject		<u>\$ 45,100</u>	<u>\$ 42,400</u>	<u>\$ 44,000</u>

Comments on Market Data: Due to the limited number of recent sales of adequately similar vacant sites in old Bonita Springs (east of US Business 41 and west of I-75), Sale #3 recorded over 6 months prior to the appraisal date was necessarily utilized.

Comments and Conditions of Appraisal: No special comments or conditions affect this appraisal. This is a Summary Appraisal Report. See the attached special limiting conditions. The value reported herein assumes the cost to cure the observed deferred maintenance items is greater than the resulting contribution to value. Therefore, there is no value attributed to the improvements.

Final Reconciliation: The Sales Comparison Approach best reflects the actions and attitudes of participants in the marketplace. Since there are no improvements, the Cost Approach is not utilized. The Income Approach is not applicable due to the fact that land is not typically purchased for income producing ability.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF December 4, 20 04 to be \$ 45,000

Phil Benning, Associate Phil Benning J. Lee Norris, MAI, SRA J. Lee Norris
 St.Cert.Res. REA #0001220 St.Cert.Gen. REA #0000643
 Phil Benning, Associate J. Lee Norris, MAI, SRA Did Did Not Physically Inspect Property
 Appraiser(s) Review Appraiser (if applicable)

(Y2K)

Supplemental Addendum

File No. 220340

Borrower/Client	Owner: SNOW, Elizabeth R.		File No.	220340			
Property Address	27921 Imperial Street	Parcel 304, Imperial Street Widening Project No. 4060					
City	Bonita Springs	County	Lee	State	FL	Zip Code	34135-5934
Lender	Lee County - County Lands						

PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of this appraisal is to estimate the current market value. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision regarding the acquisition of the property.

The scope of the appraisal assignment encompasses the necessary research and analysis to prepare a report in accordance with the Uniform Standards of Professional Practice of the Appraisal Foundation. Data sources typically include observation, public records, First American Real Estate Services, Sunshine MLS, Realtors and other professionals and appraisal office files and records.

A thorough search is conducted for comparable properties within an appropriate market area and time frame. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion and value estimate. Limiting conditions are described in the attached addenda.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

COMMENTS ON THE CONDITION OF THE IMPROVEMENTS

On December 4, 2004, the subject's exterior was measured and inspected. Access to the interior was not provided by the owner, although the appraiser had set an appointment to inspect on December 4, 2004. The condition of the improvements (exterior) and the site (overgrown lawn & landscaping) was sufficiently inferior that the appraiser assumed the cost to cure the deferred maintenance items observed, and reported by the owner (serious mold issues resulting from the compromise of the roof and ceiling along the carport side by wind and water from Hurricane Charlie), would exceed any contribution to value. Therefore there is no value attributed to the improvements. The value reported herein is for the land contribution only.

COMMENTS ON THE SALES

The subject property is compared to three recent sales of vacant homesites in the immediate area.

All sales are zoned TFC-2 as is the subject. All are located within 1 mile.

Sales used are among the best available at the time of the appraisal and are valid indicators of value after appropriate adjustments.

Sales #1 & #2 are the most recent and receive the greatest emphasis in support of the final value estimate. Sale #3 is supportive.

RECEIVED
FEB 23 2005

**Memorandum
from the
Bonita Springs City Attorney's Office**

Date: February 22, 2005

To: Mike O'Hare
Property Acquisition Agent

From: Kami Corbett
Assistant City Attorney

Re: Parcel 304 Imperial Street

This memorandum serves to confirm my electronic message from February 18th, 2005 indicating that the City Manager has reviewed the terms of the Purchase Agreement for the above referenced property and finds them acceptable.

Please proceed accordingly. If you have any questions, please do not hesitate to ask.

KEC

cc: Audrey E. Vance, City Attorney
Gary A. Price, City Manager
Dianne Lynn, City Clerk
Karen Forsyth, County Lands, Director
John Renner, County Attorney's Office
Ken Jones, Esq.



Division of County Lands

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 479-8505
FAX (239) 479-8391

Bob Janes
District One

February 17, 2005

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Gary Price, City Manager
City of Bonita Springs
9220 Bonita Beach Blvd., Ste. 111
Bonita Springs, Florida 34135-4205

FAX TO: 239-390-1004

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

RE: Ken Jones Offer to Settle, Parcel 304, Mrs. Snow
Imperial Street Widening, Project No. 4060

Diana M. Parker
County Hearing
Examiner

Dear Mr. Price:

This is one of the parcels that you approved for a binding offer in the amount of \$51,750. Before going to the BoCC with the binding offer, Mrs. Snow's attorney, Ken Jones, contacted John Renner and made the enclosed proposal dated 2/10/05 to settle for \$59,250 plus the other items listed. The cost to condemn is estimated to be \$12,000 - \$20,000, excluding cost of land and attorney fees. Staff discussions with John Renner resulted in the enclosed email to Ken Jones dated 2/16/05.

Upon receiving your approval to pay \$59,250 and other terms of my email dated 2/16/05 to Ken Jones, we will proceed with trying to acquire the parcel. Not having to wait will certainly help the neighborhood, as the house is deteriorating more each day.

If you desire more information or have questions, please give me a call or email me at oharemi@leegov.com. Thank you for your cooperation in this matter.

Sincerely,

Michael J. O'Hare, SRWA
Property Acquisition Agent

cc: John T. Renner, Chief Assistant County Attorney
Robert G. Clemens, Acquisition Program Manager
Nicole Maxey, PE, DOT Project Manager

L:\Imperial Street 4060\304\Ltr G Price Settle Approval .doc/2/17/05

5-Year Sales History

Parcel No. 303

Imperial Street Widening
Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NOTE:

NO SALES IN PAST FIVE YEARS

Location Map

Borrower/Client	Owner: SNOW, Elizabeth R.			
Property Address	27921 Imperial Street	Parcel 304, Imperial Street Widening Project No. 4060		
City	Bonita Springs	County Lee	State FL	Zip Code 34135-5934
Lender	Lee County - County Lands			

