Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 20040792

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S:\POOL\Bonita Beach Rd. 4044\207\Blue Sheet.dot6/11/04

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 207, Bonita Beach Road Widening, Project No. 4044 in the amount of \$10,000.00; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: Allows the County to proceed with project without resorting to Eminent Domain proceedings.

	ENTAL CATEO		0	10A		3. MEETING DAT	E: 071-2	7-2004
4. AGENDA:			UIREMEN	T/PURPOS	SE:	6. REQUESTOR		
		(Specif	y)					
X CONS	SENT	x	STATUT	Έ	125	A. COMMISSION	ER	
	NISTRATIVE		ORDINA	NCE		B. DEPARTMEN		pendent /
APPE	ALS		ADMIN.	CODE		C. DIVISION		nty Lands MHC
PUBL	.IC		OTHER			BY: Ka	ren L. W. Fo	rsyth, Director
WALI	K ON							rotauj
	REQUIRED:							
7. BACKGRO								
	<u>r:</u> Department							
	:quire: 800 squ	uare feet of fee	e interest i	n improved	property			
Property Deta		le II C a Flor	ida limita	، برازانطمنا لم		,		
	onita Boardwal o.: 36-47-25-B3		toa minite	d liability (Company			
Purchase Det		-01200.0240						
	<u>.u.io.</u> Price: \$10,000	1.00.						
Costs to C	lose: Approx	imately \$3,00	0, includi	ing up to \$	2,500 for	seller's attorney's	s fees	
Appraisal Info		•	•	•	•	•		
Company:	Carlson, Norris	and Associate	es, Inc.					
Appraised	Value: \$10,000	.00						
Staff Recomm	<u>nendation:</u> Staff	recommends	the Board	d approve t	the Requ	ested Motion, cons	idering the co	osts associated with
condemnation	proceedings, e	estimated betw	een \$4,00	00 - \$7,000	excluding	g the value of the pi	operty.	
	4044-30700.50		4 m 1 m 1	aa Tilla Car	arah Ann	reign Latter Sales	History	
Attachments:	Purchase and	Sale Agreeme	nt, in-Hou	se ritie sea	arcn, App	oraisal Letter, Sales	HISTOLA	
8. MANAGEN	MENT RECOM	MENDATIONS	<u>}</u> :					
			9. <u>REC</u>	OMMENDE	D APPR	OVAL:		
A	В	С	D	E		F		G
Department	Purchasing	Human	Other	County	ļ	Budget Service	es	County Manager
Director	or	Resources		Attorney	İ	CM. 1.1 :		
	Contracts					aprin 7/6/04		
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10. COMMIS	SION ACTION:					u.	.1	- 3)
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				<u> </u>	7 30	m ·		24
				For			1 8:30	177-1

This Agreement prepared by Lee County Division of County Lands and revised by Charles J. Basinait of Henderson, Franklin, Starnes & Holt, P.A. Project: Bonita Beach Road Widening Project, No. 4044

Parcel: 207

STRAP No.: 36-47-25-B3-01200,0240

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 <u>3</u> day of <u>June</u>, 200 <u>4</u>, by and between Bonita Boardwalk, LLC, a Limited Liability Company existing under the laws of the State of Florida, hereinafter referred to as SELLER, whose address is 414 Rosemeade Lane, Naples, Florida 34105, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of .018 acres more or less, and located at 11718 Bonita Beach Road SE, Bonita Springs, Florida, 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 Bonita Beach Road Widening Project, No. 4044, 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. <u>PURCHASE PRICE AND TIME OF PAYMENT</u>. The total purchase price ("Purchase Price") will be Ten Thousand and no/100 dollars (\$10,000.00), 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 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. <u>CONDITION OF PROPERTY; RISK OF LOSS</u>. 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. However, BUYER may accept the damaged property, or BUYER may cancel this Agreement without obligation.
- 5. <u>SELLER'S INSTRUMENTS AND EXPENSES</u>. 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, in excess of \$2,500.00.
 - 6. BUYER'S INSTRUMENTS AND EXPENSES. BUYER will pay for:
 - (a) Recording fee for deed;
 - (b) Survey (if desired by BUYER);
 - (c) SELLER's attorney fees of \$2,500.00.
- 7. <u>TAXES</u>. 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. <u>DEFECTS IN TITLE AND LEGAL ACCESS</u>. 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. <u>SURVEY</u>. 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 title defect.
- 10. <u>ENVIRONMENTAL AUDIT</u>. 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.
- and represents to the best of their knowledge and belief that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. To the best of SELLER's knowledge and belief, 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 to the best of their knowledge and belief, 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. To the best of SELLER's knowledge and belief, 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 the best of SELLER's knowledge and belief, 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 the best of SELLER's knowledge and belief, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER's knowledge and belief, there is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants to the best of their knowledge and belief 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.

12. <u>TIME AND BINDING AGREEMENT</u>. 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. <u>DATE AND LOCATION OF CLOSING</u>. 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. <u>ATTORNEYS' FEES</u>. 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. <u>POSSESSION</u>. 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. <u>TYPEWRITTEN/HANDWRITTEN PROVISIONS</u>. 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. <u>SPECIAL CONDITIONS</u>. Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.
- (a) Buyer at closing is to pay reasonable fees of \$2,500.00 (\$250/per hour) incurred by SELLER. SELLER to furnish itemized statement from its attorney.

nour) incurred by SELLER. SELLER to turn	nish itemized statement from its attorney.
WITNESSES:	Bonita Boardwalk, LLC, a Limited Liability Company existing under the laws of the State of Florida
Mardyn Marts	Signature (DATE)
MI/HMIN/U MOATS Printed Name	Signature (DATE) Richards J. Clesen Name & Title Myn pTwn.
Concesenauc	vigita pinot
Printed Name	
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By:	By:CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	COUNTY ATTORNEY (DATE)

#1226006v2

Exhibit "A"

Page _/_of 2

PARCEL 207

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

COMMENCE at the Southeast corner of Section 36, said point being Station 444+93.39 on the Survey Base Line of Bonita Beach Road, Lee County Project Number CN-OI-16; Thence S 88°44'56" W, 1389.74 feet along said Survey Base Line and south line of said Section 36 to station 431+03.65; Thence departing said Survey Base Line, N 01º15'04" W, 25.00 feet to a point on the north right of way line of Bonita Beach Road said point also being 25.00 feet left of station 431+03.65 and the POINT OF BEGINNING; Thence S 88°44'56" W, along said north right of way line. 40.00 feet to the east right of way line of Quinn Street said point being 25.00 feet left of station 430+63.65; Thence along said east right of way line, N 00°56'31" W. 40.00 feet; Thence S 46°05'47" E, 56.42 feet to the north right of way line of Bonita Beach Road and the POINT OF BEGINNING.

Said lands containing 800 square feet, more or less.

NOTE: BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF BONITA BEACH ROAD, HAVING A BEARING OF S 88°44'56" W. FROM P.I. STATION 444+93.39 BEING A FOUND ALUMINUM DISK STAMPED "MCKEE LB 5093" AT THE SOUTHEAST CORNER OF SECTION 36. TO P.I. STATION 418+53.68 BEING A FOUND ALUMINUM DISK STAMPED "PLS 3955 I/4 COR" AT THE SOUTH I/4 CORNER OF SECTION 36

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND

gineering & Surveying, Inc. 5300 LEE BLVD. P.O. BOX 1235 LEHIGH ACRES FLORIDA 33970

Icensed Business Number 3114

239/332-4569 FX:239/332-8734

THIS IS NOT A SURVEY

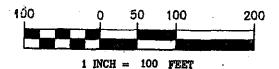
LWC LEE COUNTY COUNTY: SEC-TWP-ROE

SCRIPTION: LEGAL DESCRIPTION AND SKETCH PARCEL 207 BONITA BEACH ROAD LEE COUNTY PROJECT NUMBER CN-01-16 ROJECT HUMBEI 01-8109 /2/03 36-47S-25E 8109-207 LEE COUNTY

PREPARED BY: AIM ENGINEERING & STRYEYING, INC.

GOS POTTER, F.S.M. Professional surveyor and mapper FLORIDA CERTIFICATE NO. 5688

SHEET 1 OF 2



LEGEND

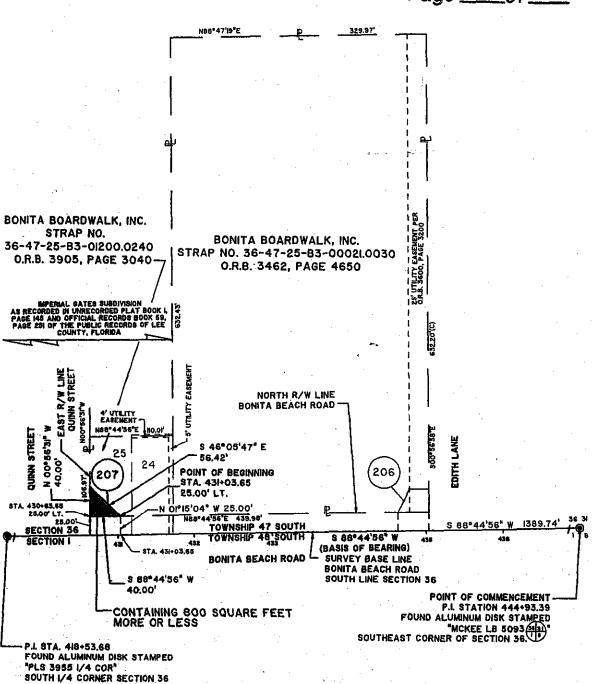
O.R.B. = OFFICIAL RECORDS BOOK

R. = PROPERTY LINE
STA. = STATION
LT. = LEFT
R/W = RIGHT OF WAY
P.L. = POINT OF INTERSECTION



Exhibit "A"

Page _ 2 of _ 2



M Engineering & Surveying, Inc.

5300 LEE BLVD. P.O. BOX 1235 LEHIGH ACRES FLORIDA 33970 239/332-4569 A M FX:239/332-8734

censed Business Number 3114

THIS IS NOT A SURVEY

SHEET 2 OF 2

01-8109 BONITA BEACH ROAD LEE COUNTY PROJECT NUMBER CH-01-16					
DRAWN BY:	CLIENTI	LEE COUNTY			
7/2/03	36-475-25E	FILE 8109-207	COUNTY:		

Division of County Lands

Updated Ownership and Easement Search

Search No. 22501 Date: June 11, 2004

Parcel: 207

Project: Bonita Beach Road Project

4044

To:

Michael J. O'Hare, SR/WA

From:

Shelia A. Bedwell, CLS

Property Acquisition Agent

Property Acquisition Assis

STRAP:

36-47-25-B3-01200.0240

Effective Date: March 26, 2003, at 5:00 p.m.

Subject Property: See attached legal description

Title to the subject property is vested in the following:

Bonita Boardwalk, LLC, a Florida limited liability company

by that certain instrument dated April 1, 2003, recorded April 17, 2003, in Official Record Book 3905, Page 3040, Public Records of Lee County, Florida.

Easements:

1. Access easement across the Southerly 25 feet of Lot 25 and the Westerly 25 feet of Lot 25, as recited in instrument recorded in Official Record Book 3464, Page 3942, Public Records of Lee County, Florida.

NOTE (1): Deed recorded January 26, 1973 in Official Record Book 897, Page 608, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (2): Road Maintenance Agreement regarding Quinn Street, recorded in Official Record Book 2238, Page 2371, Public Records of Lee County, Florida.

NOTE (3): Mortgage and Security Agreement executed by Bonita Boardwalk, L.L.C., a Florida limited liability company in favor of The Huntington National Bank, dated March 28, 2003, recorded April 17, 2003, in Official Record Book 3905, Page 3043, as modified by instruments recorded in Official Record Book 4018, Page 4552; Official Records Book 4117, Page 1121; and Official Record Book 4306, Page 3311, Public Records of Lee County, Florida.

NOTE (4): Assignment of Leases and Rents of Real Property between Bonita Boardwalk, L.L.C., a Florida limited liability company and The Huntington National Bank, dated March 28, 2003, recorded



Division of County Lands Search

Updated Ownership and Easement

Search No. 22501 Date: June 11, 2004

Parcel: 207

Project: Bonita Beach Road Project

4044

Florida limited liability company and The Huntington National Bank, dated March 28, 2003, recorded April 17, 2003, in Official Record Book 3905, Page 3068, 3043, as modified by instruments recorded in Official Record Book 4018, Page 4552; Official Records Book 4117, Page 1121; and Official Record Book 4306, Page 3311, Public Records of Lee County, Florida.

Tax Status: 2003 Ad Valorem Taxes are PAID IN FULL. (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.

Exhibit A

Parcel 207
Project: Bonita Beach Road #4044
Search No. 22501

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

COMMENCE at the Southeast corner of Section 36, said point being Station 444+93.39 on the Survey Base Line of Bonita Beach Road, Lee County Project Number CN-01-16; Thence S 66°44'56" W, 1389.74 feet along said Survey Base Line and south line of said Section 36 to station 431+03.65; Thence departing said Survey Base Line, N 01°15'04" W, 25.00 feet to a point on the north right of way line of Bonita Beach Road said point also being 25.00 feet left of station 451+03.65 and the POINT OF BEGINNING; Thence S 68°44'56" W, along said north right of way line, 40.00 feet to the east right of way line of Quinn Street said point being 25.00 feet left of station 430+63.66; Thence along said east right of way line, N 00°56'31" W, 40.00 feet; Thence S 46°05'47" E, 56.42 feet to the north right of way line of Bonita Beach Road and the POINT OF BEGINNING.

Said lands containing 800 square feet, more or less.

PARCEL: <u>207</u> STRAP: <u>36-47-25-B3-01200.0240</u>

Project: Bonita Beach Road Widening, Project No. 4044

AFFIDAVIT OF INTEREST IN REAL PROPERTY

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:
The Name and Address of the Grantor is:
Bonita Boardwalk , LLC, a Florida Limited Liability Company, 951 Surrey Lane, North Rosemeade Lane, Naples, Florida 34105
The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:
1. Richard J. CIESEN 414 BOSEMEADE LN NADLES FC. 34105
2 PAUL CHARLE GOIS 191 FUGETHERE WAY 5, NAPLES FL. 34105
2. PAUL CHARLE 6015 191 FUGETHERE WAY 5, NAPLES FL. 34105 3. John Me NAMANA 1801 CULF SHORE BLUD NORTH Naples FL. 34102
4. FRANCIA M. CIESEN BNG44 WOODRIAGE LN FIGUR IL 60123
5
6
The real property to be conveyed to Lee County is known as: See Exhibit "A" attached, a/k/a Strap #36-47-25-B3-01200.0240
•
FURTHER AFFIANT SAYETH NAUGHT.
Signed, sealed and delivered in our presences:
14/06 M/- 111
Witness Signature Signature of Affiant
Tile A. Peffer Rubons J. Clesen
Printed Name Printed Name
Witness Signature
SAND: ESMON Printed Name
I HINGU IYAHIC

STATE OF Horida COUNTY OF Lee SWORN TO AND SUBSCRIBED before me this Hay of June, 20th by Kichard L. Cresen (name of person acknowledged) (SEAL) (Notary Signature) (SEAL) Personally known Personally known	STATE OF Florida COUNTY OF Lee SWORNTO AND SUBSCRIBED before me this day of June, 20th by	Affidavit of Interest in Real Property PARCEL: 106 STRAP: 34-46-25-01-0000C.0010	
SWORN/TO AND SUBSCRIBED before me this day of June, 2014 by (name of person acknowledged) (Notary Signature) (SEAL) (SEAL) (Print, type of starting name of personally known	SWORN/TO AND SUBSCRIBED before me this day of June, 200 by (name of person acknowledged) (SEAL) (SEAL) (Notary Signature) (Notary Signature) (Print, type of starting of My commission # DD 122352 EXPIRES: June 26, 2006 (Print, type of starting of My commission models) of the commission of the c	Project: <u>Three Oaks Parkway Widening</u>	<u>, No. 4069</u>
SWORN-TO AND SUBSCRIBED before me this day of June, 200 by	SWORN TO AND SUBSCRIBED before me this day of June, 2011 by		
(SEAL) (Notary Signature) (Notary Signature) (SEAL) (Notary Signature) MY COMMISSION # DD 122352 EXPIRES: June 26, 2006 (Print, type or starup name of the tarying, inc.) Personally known	(SEAL) (Notary Signature) (SEAL) (Notary Signature) (Notary Signature) (Notary Signature) (Print, type of starup name of the tarying inc. Personally known OR Produced Identification	COUNTY OF <u>Lee</u>	
(SEAL) (Notary Signature) (Notary Signature) (SEAL) (Notary Signature) (Notary Signature) MY COMMISSION # DD 122352 EXPIRES: June 26, 2006 (Print, type or starup name of Notary) no. Inc. Personally known	(SEAL) (Notary Signature) (SEAL) (Notary Signature) (Notary Signature) (Notary Signature) (Print, type or starup name of the type of starup name of type	SWORN TO AND SUBSCRIBED before	e me this 12th day of June, 2004 by
(SEAL) (Notary Signature) (SEAL) (Notary Signature) JULIE A. PEFFER MY COMMISSION # DD 122352 EXPIRES: June 26, 2006 (Print, type of stamp parties of Notaryone, Inc.) Personally known	(SEAL) (Notary Signature) (SEAL) (Notary Signature) JULIE A. PEFFER MY COMMISSION # DD 122352 EXPIRES: June 26, 2006 (Print, type or starup name of the complete st	(name of person acknowled	dged)
(SEAL) SEAL STATE JULIE A. PEFFER MY COMMISSION # DD 122352 EXPIRES: June 26, 2006	(SEAL) SEAL	() ()	Sulo CAL
Personally known	Personally knownOR Produced Identification	(SEAL)	JULIE A. PEFFER MY COMMISSION # DD 122352 EXPIRES: June 26, 2006
	OR Produced Identification		(Print, type or stamp name of Notary) no. Inc.
	OR Produced Identification		Personally known
OR Produced Identification			
	Type of Identification		Type of Identification

L:\Bonita Beach Rd. 4044\207\106 Affidavit.wpd

Exhibit "A"

Page _/ of 2

PARCEL 207

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

COMMENCE at the Southeast corner of Section 36, said point being Station 444+93.39 on the Survey Base Line of Bonita Beach Road, Lee County Project Number CN-01-16; Thence S 88°44'56" W, 1389.74 feet along said Survey Base Line and south line of said Section 36 to station 431+03.65; Thence departing said Survey Base Line, N 01°15'04" W. 25.00 feet to a point on the north right of way line of Bonite Beach Road said point also being 25.00 feet left of station 431+03.65 and the POINT OF BEGINNING: Thence S 88°44'56" W, along said north right of way line, 40.00 feet to the east right of way line of Quinn Street said point being 25.00 feet left of station 430+63.65; Thence along said east right of way line, N 00°56'31" W, 40.00 feet; Thence S 46°05'47" E, 56.42 feet to the north right of way line of Bonita Beach Road and the POINT OF BEGINNING.

Said lands containing 800 square feet, more or less.

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ing & Surveying, Inc.

<u>loensed Business Number 3114</u>

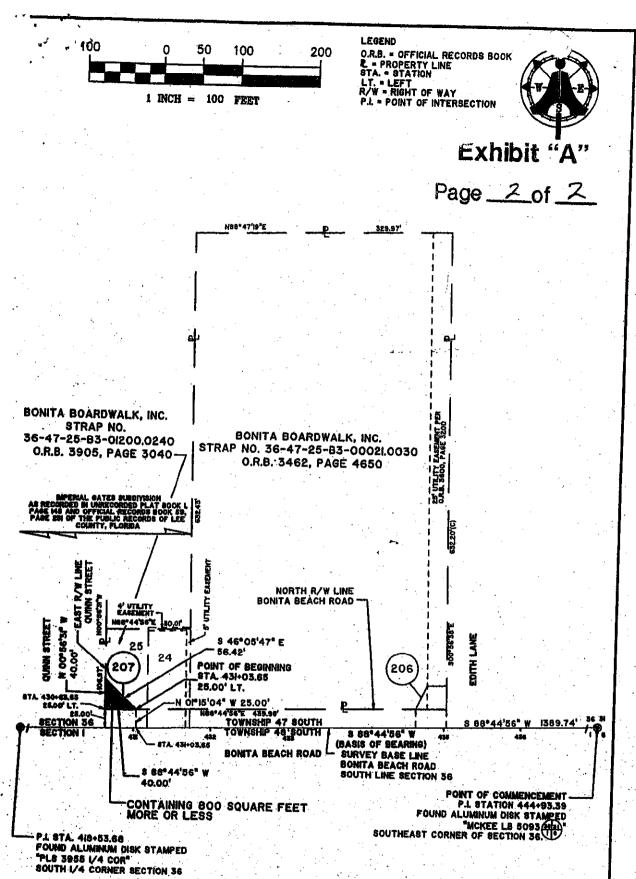
5300 LEE BLVD. P.O. BOX 1255 EHIGH ACRES FLORIDA 33970 239/332~4569

FX:239/332-8734

PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO. 5688 THIS IS NOT A SURVEY

PROFESSIONAL SUR

ROJECT NUMBE BONITA BEACH 01-8109 LWC LEE COUNTY 8109-207 7/2/03 479-25E LEE COUNTY



ing & Surveying, Inc. 6300 LEE BLVD. THIS IS NOT A SURVEY SHEET 2 OF 2 P.O. BOX 1235 LEGAL DESCRIPTION AND SKETCH PARCEL 207 BEACH ROAD LEE COUNTY PROJECT NUMBER CH-01-16 LEHIGH ACRES FLORIDA 33970 01-8109 DRAWN BYS BONITA 239/332-4569 CLIENTI LEE COUNTY FX:239/332-8734 DATE <u>Icensed Business Number 3114</u> 7/2/03 36-8109-207 LEE COLINIV

Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA
State Certified General Appraiser #0000667
ccarl1@hotmail.com
May 12, 2004

J. Lee Norris, MAI, SRA
State Certified General Appraiser #0000643
leenor56@hotmail.com

Department of Public Works Division of County Lands Lee County, Florida P. O. Box 398 Ft. Myers. Florida 33902-0398

Attn: Mr. Robert G. Clemens

Acquisition Program Manager

Re: Bonita Beach Road Widening, Project Number 4044

Subject Parcel 207 Bonita Beach Road

Bonita Springs, Florida 34135

Dear Mr. Clemens:

In accordance with your request, we have made an inspection of the above referenced property. The property is located in Section 36, Township 47 South, Range 25 East, Lee County, Florida. The site is a triangular shaped parcel containing 800 square feet, more or less. The property is located on the north side of Bonita Beach Road at the northeast corner of Bonita Beach Road and Quinn Street.

The larger or parent parcel contains 5.1045 acres or 222,350 square feet. The portion of this site to be acquired is a corner clip. The remainder parcel contains 221,550 square feet.

This analysis considers only the value of the real estate and takes into consideration no value for equipment or personal property. As per your request this is a **Complete Appraisal Report presented in Summary Format** which represents only summary discussions for the data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value.

This analysis has utilized the most current market value definition which is contained within the attached appraisal. The property was last physically inspected on February 2, 2004.

For the purposes of the valuation of the subject property, we have been asked to value the site as it existed as of the last date of a physical inspection of the same. The interest appraised is representative of the fee simple interest in this corner clip, partial take.

Based on market conditions existing as of the effective date of appraisal, and in consideration of the property as it existed on February 2, 2004, it is our opinion the larger parcel has a market value of:

TWO MILLION EIGHT HUNDRED NINETY THOUSAND DOLLARS (\$2,890,000.00).

Mr. Robert Clemens May 12, 2004 Page 2

The remainder parcel is estimated to have a market value as of the same effective date of \$2,880,000.

Based on these findings the total compensation due the property owner for the 800 square foot corner clip as of February 2, 2004 was:

TEN THOUSAND DOLLARS (\$10,000.00).

The attached appraisal report is a **Complete Summary Appraisal Report** which is intended to comply with reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal. The analyst was engaged by the Lee County Department of Public Works/County Lands to perform the analysis. A copy of the supplemental task authorization is contained within the addenda to this report.

Should you have any questions regarding this or any other matter, please do not hesitate to call upon us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.

J. Les Norris, MAI, SRA

State Certified General Appraiser #0000643

JLN/lkm

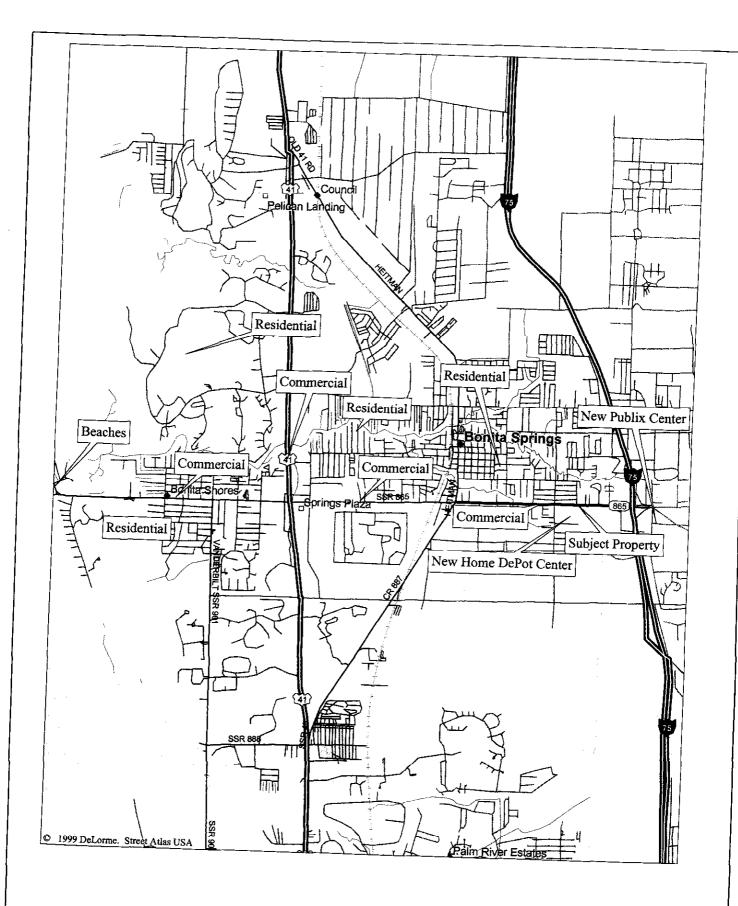
5-Year Sales History

Parcel No. 207

Bonita Beach Road Widening, Project No. 4044 Parcel 207

Grantor	Grantee	Price	Date	Arms Length Y/N
Eileen M. Langford, a married woman	Bonita Boardwalk, Inc., a Florida corporation	\$110,000.00	06/18/01	Y
Bonita Boardwalk, Inc., a Florida corporation	Bonita Boardwalk, LLC, a Florida limited liability company	\$2,105,000.00	4/1/03	Y**

** Transaction includes other properties



MARKET AREA MAP