

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

**Blue Sheet No. 20050130**

**1. Action Requested/Purpose: Authorize:** 1) the Division of County Lands to make a binding offer to property owner in the amount of \$169,400 for Parcel 314, Imperial Street Widening Project No. 4060, pursuant to the Purchase Agreement; 2) the Division of County Lands to handle and accept all documentation necessary to complete transaction.

**2. What Action Accomplishes:** Makes binding offer to property owner prior to initiation of condemnation proceedings.

**3. Departmental Category:** 06

*CLB*

**4. Meeting Date:**

*03-29-2005*

**5. Agenda:**

**6. Requirement/Purpose (specify)**

**7. Request Initiated:**

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

- Statute 73 & 125
- Ordinance
- Admin. Code
- Other
- Res of Necessity 04-07-28

**Commissioner** \_\_\_\_\_  
**Department** Independent  
**Division** County Lands  
**By:** Karen L.W. Forsyth, Director

**8. Background:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee simple, improved with single family residence.

**Property Details:**

**Owner:** Antonio P. Barrozo and Roselva Barrozo, husband and wife, and Jose Guadalupe Barrozo, as joint tenants.  
**Property Address:** 27777 Imperial Street  
**STRAP No.:** 36-47-25-B3-01200. 2240

**Purchase Details:**

**Purchase Price:** \$169,400  
**Estimated Closing Costs:** \$2,000.

**Appraisal Information:**

**Company:** Carlson Norris & Associates, Inc.  
**Appraised Value:** \$154,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of \$15,400 above the appraised value can be justified considering the costs associated with condemnation proceedings estimated between \$16,940 (10%) and \$33,880 (20%) excluding the value of the property, and escalating property values. Staff recommends the Board approve the Requested Motion.

**Account:** 20406018808.506110

**Attachments:** Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, Bonita Springs Letter of Approval, Sales History

**9. Review for Scheduling**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>H.P. Forsyth</i>			<i>OAD 2/19/05 3/11/05</i>	<i>[Signature]</i>	<i>[Signature] 3-15-05</i>	<i>MF 3-15-05</i>	<i>[Signature] 3/15/05</i>	<i>[Signature] 3-16-05</i>	

**10. Commission Action**

**Approved**

**Deferred**

**Denied**

Rec. by CoAtty  
 Date: *3/14/05*  
 Time: *8:00*

Forwarded To:  
*Admin*  
 CO dot 1e 3/17/05

RECEIVED BY COUNTY ADMIN: *[Signature]*  
 3/14/05 *MP*  
 2:05pm  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
 3/16/05  
 4pm

*3/14/05 Harr*

This document prepared by  
Lee County Division of County Lands  
Project: Imperial Street Widening, Project No. 4060  
Parcel: 314  
STRAP No.:36-47-25-B3-01200.2240

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 Antonio P. Barrozo and Roselva Barrozo, husband and wife, and Jose Guadalupe Barrozo, as joint tenants with full rights of survivorship, hereinafter referred to as SELLER, whose address is PO Box 455, Bonita Springs, FL 34135, 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 .3 acres more or less, and located at 27777 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 One Hundred Sixty Nine Thousand Four Hundred and no/100 (\$169,400.00), 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 90 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:

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Antonio P. Barrozo (DATE)

\_\_\_\_\_  
Roselva Barrozo (DATE)

\_\_\_\_\_  
Jose Guadalupe Barrozo (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:** Antonio P. Barrozo and Roselva Barrozo, husband and wife, and Jose Guadalupe Barrozo, as joint tenants with full rights of survivorship

**PARCEL NO.** 314

**PROJECT:** Imperial Street Widening Project No. 4060

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

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

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

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
Antonio P. Barrozo (DATE)

\_\_\_\_\_  
Roselva Barrozo (DATE)

\_\_\_\_\_  
Jose Guadalupe Barrozo (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

1459 Cornell Place  
Fort Myers, Florida 33919

Phone (239) 433-2070

## Exhibit "A"

### LEGAL DESCRIPTION

Parcel 314

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 northwest corner of the southwest quarter of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence N 88°49'03" E along the north line of the southwest quarter of the southeast quarter of said Section 36 for 22.02 feet to an intersection with the maintained right of way line of Imperial Street, and the point of beginning of the herein described parcel of land; thence continue N 88°49'03" E for 123.51 feet; thence S 00°58'24" E for 131.45 feet; thence S 88°45'23" W for 124.38 feet to an intersection with the aforementioned maintained right of way line; thence along said maintained right of way line for the following described three (3) courses, (1) N 01°18'48" W for 0.87 feet; (2) thence N 00°20'05" W for 107.71 feet; (3) thence N 01°47'11" W for 23.01 feet to the point of beginning.

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



Date: 23 Jan 2004

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number 3205

308456 Pcl 314



**Division of County Lands**

**Ownership and Easement Search**

Search No. 36-47-25-B3-01200.2240

Date: January 27, 2005

Parcel: 314

Project: Imperial Street Widening, Project 4060

To: Michael O'Hare, SR/WA  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant

STRAP: 36-47-25-B3-01200.2240

Effective Date: January 24, 2004, at 5:00 p.m.

**Subject Property:** See Attached Exhibit "A"

Title to the subject property is vested in the following:

**Antonio P. Barrozo and Roselva Barrozo, Husband and Wife, and  
Jose Guadalupe Barrozo, as joint tenants with full rights of survivorship**

By that certain instrument dated March 4, 1987, recorded March 5, 1987, in Official Record Book 1901, Page 4187, Public Records of Lee County, Florida.

**Easements:**

1. Utility Easement over, along and across the South five feet (5') of subject property, as recited on instrument recorded in Official Record Book 14, Page 565, Public Records of Lee County, Florida.
2. Access Easements over, along and across the North Twenty-Five (25) feet known as the South Half (S ½) of Dean Street and over, along and across the West Twenty-Five (25) feet known as the East Half (E ½) of Imperial Street of subject property, as recited on instrument recorded in Official Record Book 14, Page 565, Public Records of Lee County, Florida: NOTE FOR INFORMATION: The legal description for the subject parcel owned by the current titleholders includes the land being used as for these roadways.

Note (1): Lee County Property Appraiser's records show title in Roselva Barrozo and Jose Guadalupe Barrozo, but there are no documents of record reflecting the death of Antonio P. Barrozo.

Note (2): Mortgage executed by Antonio P. Barrozo and Roselva Barrozo, Husband and Wife, and Jose Guadalupe Barrozo in favor of Charles A. Rife and Margaret A. Rife, Husband and Wife, dated March 3, 1987, recorded March 5, 1987, in Official Record Book 1901, Page 4189, Public Records of Lee County, Florida. Said mortgage was assigned to BancFlorida, by instrument recorded in Official Record Book 2107, Page 2116; re-assigned to Charles A. Rife and Margaret A. Rife, Husband and Wife by instruments recorded in Official Record Book 2114, Page 2922 and Official Record Book 2188, Page 3602; further assigned to Charles Rife by instrument recorded in Official Record Book 2649, Page 2745; and further assigned to Charles A. Rife, Trustee of the Charles A. Rife Family Trust

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

Search No. 36-47-25-B3-01200.2240

Date: January 27, 2005

Parcel: 314

Project: Imperial Street Widening, Project 4060

dated October 26, 1998 by instrument recorded in Official Record Book 3123, Page 2293, Public Records of Lee County, Florida.

Note (3): Mortgage executed by Antonio P. Barrozo and Roselva Barrozo, Husband and Wife, joined with son Jose Guadalupe in favor of Household Finance Corporation III, dated November 4, 1994, recorded November 8, 1994, in Official Record Book 2550, Page 1034, Public Records of Lee County, Florida.

Note (4): Judgment against a/an Jose G. Barrozo recorded December 22, 1997, in Official Record Book 2902, Page 1310, as re-recorded January 6, 1998, in Official Record Book 2906, Page 1827, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Note (5): Judgment against a/an Jose G. Barrozo recorded October 8, 1998, in Official Record Book 3021, Page 3343, as amended by instrument recorded in Official Record Book 3052, Page 1028, as re-recorded in Official Record Book 3057, Page 1039, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

**Tax Status:** 2003 taxes have been 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.**

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

Search No. 36-47-25-B3-01200.2240

Date: January 27, 2005

Parcel: 314

Project: Imperial Street Widening, Project 4060

**Schedule X**

For Lot 224, Legal Description should read to-wit:

From the South Quarter corner of Section 36, Township 47 South, Range 25 East, Lee County, Florida, run North 1185.0 feet along the North-South Quarter line for a point of beginning; thence East 95.0 feet, parallel with the South line of the Southeast Quarter (SE ¼) of said Section 36; thence North 131.92 feet, parallel with the said North-South Quarter line, to the North line of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼); thence West 95.0 feet; thence South 132.06 feet to the point of beginning. Subject, however, to a utility easement over, along and across the South 5.0 feet thereof. Also subject to access easements over, along and across the North 25.0 feet and West 25.0 feet thereof.

**ALSO**

For Lot 225, Legal Description should read to-wit:

All that tract or parcel of land lying and being in the Southwest ¼ of the Southeast ¼ of Section 36, Township 47 South, Range 25 East, Lee County, Florida, and being more particularly described as follows: From the Southwest corner of the Southeast ¼ above mentioned Section, Township, and Range, run in a Northerly direction along the West line of the Southeast ¼ a distance of 1317.06 Feet to a point, Thence deflecting an angle of 89°47'30" to the right, in a Easterly direction, run 95 feet to a point; said point being the Point of Beginning. Thence deflect an angle to the right of 90°12'30", in a southerly direction, run a distance of 131.92 feet to a point; thence deflect an angle of 90°17'36" to the left, in a Easterly direction, run a distance of 50 feet to a point; thence deflecting an angle of 89°42'24" to the left, in a Northerly direction, run a distance of 131.85 feet to a point; thence deflecting an angle of 90°12'30" to the left, in a Westerly direction, run a distance of 50 feet to a point, said point being the Point of Beginning. The above described tract being subject to an ingress and egress easement over and across the Northerly 25 feet, and a utility easement over and across the Southerly 5 feet. The above described property also described as Lot 225, IMPERIAL GATES SUBDIVISION according to that certain plat prepared by W. R. Wilson & Associate and recorded in O. R. Book 59, Page 251, Public Records of Lee County, Florida.

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 220370

Property Description: Property Address 27777 Imperial Street, Parcel 314\*\*, City Bonita Springs, State FL, Zip Code 34135-5930. Legal Description BEG 1185 FT N of S1/4 Cor TH E145 FT N131.92 FT W145 FT S132.06 FT to POB County Lee. Assessor's Parcel No. 36-47-25-B3-01200.2240. Tax Year 2004. R.E. Taxes \$ 1,932.66. Special Assessments \$ 0.00. Borrower BARROZO, Roselva + Jose G. Current Owner Roselva+Jose Guadalupe Barrozo. Occupant: [X] Owner [ ] Tenant [ ] Vacant. Property rights appraised [X] Fee Simple [ ] Leasehold. Project Type [ ] PUD [ ] Condominium (HUD/VA only) [ ] HOA \$ N/A. /Mo. Neighborhood or Project Name Imperial Gates Unrec. Map Reference 36-47-25. Census Tract 0505.00. Sale Price \$ Not a Sale. Date of Sale N/A. Description and \$ amount of loan charges/concessions to be paid by seller N/A. Lender/Client Lee County - County Lands. Address P.O. Box 398, Fort Myers, FL 33902-0398. Appraiser Phil Benning, Associate. Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901.

Location: [ ] Urban [X] Suburban [ ] Rural. Built up: [X] Over 75% [ ] 25-75% [ ] Under 25%. Growth rate: [ ] Rapid [X] Stable [ ] Slow. Property values: [X] Increasing [ ] Stable [ ] Declining. Demand/supply: [X] Shortage [ ] In balance [ ] Over supply. Marketing time: [X] Under 3 mos. [ ] 3-6 mos. [ ] Over 6 mos. Predominant occupancy: [X] Owner [ ] Tenant [ ] Vacant (0-5%) [ ] Vac. (over 5%). Single family housing PRICE (\$000) 90 Low 5. AGE (yrs) 60 High 30+. Present land use %: One family 85, 2-4 family 10, Multi-family, Commercial, Vacant 5. Land use change: [X] Not likely [ ] Likely [ ] In process. To: \*\*Imperial Street Widening Project.

Note: Race and the racial composition of the neighborhood are not appraisal factors. Neighborhood boundaries and characteristics: Bounded by E.Terry Street to the north, I-75 east, US Business 41 west & Bonita Beach Road south. Predominately older single family residential, manufactured homes and duplexes. Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): The market area is a maturely developed residential area in old Bonita Springs with typically average quality single family homes, manufactured homes & duplexes. Shopping, area beaches & employment centers are located nearby. Stable to slightly increasing employment and property values are prevalent. There is convenient access to Bonita Beach & the Gulf by way of Bonita Beach Road.

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.): In general, market conditions are active with increasing property values. No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable, & purchase money mortgages are available with rates are currently in the 5% to 6% range. Demand for adequately priced properties exceeds supply. Market conditions are expected to remain active into the near future.

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 N/A. Approximate total number of units for sale in the subject project N/A. Describe common elements and recreational facilities:

Dimensions 132' x 145' per county tax data. Site area 19,140 SF. Corner Lot [X] Yes [ ] No. Specific zoning classification and description TFC-2, Two Family Conservancy. Zoning compliance [X] Legal [ ] Legal nonconforming (Grandfathered use) [ ] Illegal [ ] No zoning. Highest & best use as improved: [X] Present use [ ] Other use (explain). Utilities: Electricity [X] Public [ ] Other, Gas [ ] Public [ ] Other, Water [X] Public [ ] Other, Sanitary sewer [ ] Septic [ ] Other, Storm sewer [ ] None [ ] Other. Off-site Improvements: Street Paved Asphalt [X], Curb/gutter None, Sidewalk None, Street lights Pole, Storm sewer None. Topography Level, Size Larger than Typical, Shape Rectangular, Drainage Appears Adequate, View Residential, Landscaping Average/Typical, Driveway Surface Dirt, Apparent easements Typical PUE + ROW, FEMA Special Flood Hazard Area [X] Yes [ ] No, FEMA Zone AE, Map Date 7/20/1998, FEMA Map No. 1251240510D.

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions were noted. No survey was provided. Site improvements: Fill/landscaping/sod \$3,000, water/septic \$4,500; fencing \$2,000, impact fees \$3,200.

Table with columns: GENERAL DESCRIPTION, EXTERIOR DESCRIPTION, FOUNDATION, BASEMENT, INSULATION. Rows include: No. of Units (One), No. of Stories (One), Type (Det/Att.) (Detached), Design (Style) (Ranch), Existing/Proposed (Existing), Age (Yrs.) (44/1960), Effective Age (Yrs.) (19 Years), ROOMS (Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other, Area Sq. Ft.), and Finished area above grade contains (7 Rooms, 4 Bedroom(s), 2 Bath(s), 1,400 Square Feet of Gross Living Area).

Table with columns: INTERIOR, HEATING, KITCHEN EQUIP., ATTIC, AMENITIES, CAR STORAGE. Rows include: Floors (Vinyl/Tile/Carpet), Walls (Drywall), Trim/Finish (Clamshell), Bath Floor (Tile/Vinyl), Bath Wainscot (Tile), Doors (Flush Hollow Core), All in above average condition, Heating (FWA, Type, Fuel, Elect.), Kitchen Equip. (Refrigerator, Range/Oven, Dishwasher, Fan/Hood, Microwave, Washer/Dryer), Attic (None, Stairs, Drop Stair, Scuttle, Floor, Heated, Finished), Amenities (Fireplace(s) #, Patio, Deck, Porch, Fence, Pool, Cov. Entry/33sf), Car Storage (2 Garage, # of cars, Attached, Detached, Built-In, Carport, Driveway).

Additional features (special energy efficient items, etc.): Vinyl floors thruout except for tile master bath floor, ceiling fans, window treatments, rolled asphalt roof over east 1/2 of the improvements, wall unit A/C+carpet in southeast bedroom, 226sf workshop within 2 car garage, \*\*. Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: +.3+ No physical or functional inadequacies were noted. The improvements have been maintained in above average condition relative to actual age. \*\*91sf enclosed porch between SE bedroom and kitchen/bath, 72sf unfinished laundry/utility room, 33sf covered entry & a 1 car carport. 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.: No adverse environmental conditions were noted.

Valuation Section

**UNIFORM RESIDENTIAL APPRAISAL REPORT**

File No. 220370

ESTIMATED SITE VALUE ..... Unimproved site ..... = \$ 60,000		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): <b>The Cost Approach considers area builder's costs as determined from completed appraisals in file. The land value estimate is supported by several land sales in the general market area. See attached addendum.</b>
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 1,400 Sq. Ft. @ \$ 69.00 = \$ 96,600		
Cov. Entry, 33 Sq. Ft. @ \$ 14.00 = 462		
Total Options - See Attached = 7,366		
Garage/Carport 842 Sq. Ft. @ \$ 18.00 = 15,156		
Total Estimated Cost New = \$ 119,584		
Less Physical Functional External		
Depreciation 37,872 = \$ 37,872	Depreciation - Economic Age/Life Method	
Depreciated Value of Improvements = \$ 81,712	Estimated remaining economic life is 41 years.	
*As-Is* Value of Site Improvements = \$ 12,700	The Cost Approach estimates Replacement Cost new not	
INDICATED VALUE BY COST APPROACH = \$ 154,412	Reproduction Cost new.	

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	27777 Imperial Street 36-47-25-B3-01200.2240	11608 Dean Street 36-47-25-B3-01200.2350	11421 Pendleton Street 36-47-25-B4-0130A.0120	11580 Chapman Avenue 25-47-25-B3-01200.0560
Proximity to Subject		0.10 mile east	0.12 mile southwest	0.20 mile southeast
Sales Price	\$ Not a Sale	\$ 154,000	\$ 139,000	\$ 147,000
Price/Gross Living Area	\$ 140.38	\$ 121.19	\$ 85.07	
Data and/or Verification Source	Inspection Lee County	ORB 4505 PG 0367 MLS/FARES/Lee County	ORB 4471 PG 2443 MLS/FARES/Lee County	ORB 4330 PG 0744 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Sales or Financing Concessions		Conventional \$154,000	Conventional \$105,400	Conventional \$115,000
Date of Sale/Time		11/30/04	10/21/04	06/10/04
Location	Imperial Gates	Imperial Gates	Imperial Gates	Imperial Gates
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	19,140sf	10,600sf +11,900	7,000sf +17,000	6,500sf +17,700
View	Residential	Residential	Residential	Residential
Design and Appeal	Ranch	Ranch	Ranch	Ranch
Quality of Construction	CBS/FrameAvg.	CBS/Superior -2,800	CBS/Superior -2,800	CBS/Avg.
Age	Eff=19, A=44	Eff=7, A=14 -11,900	Eff=12, A=38 -8,900	Eff=13, A=23 -5,900
Condition	Above Average	Superior -11,900	Superior -8,900	Superior -5,900
Above Grade	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths	Total : Bdrms : Baths
Room Count	7 : 4 : 2	5 : 3 : 2	5 : 3 : 2	5 : 3 : 2
Gross Living Area	1,400 Sq. Ft.	1,097 Sq. Ft. +9,700	1,147 Sq. Ft. +8,100	1,728 Sq. Ft. -10,500
Basement & Finished Rooms Below Grade	None	None	None +600	None +600
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Central+Wall Unit	Central/Central -1,000	None/Wall Unit +1,000	Central/Central -1,000
Energy Efficient Items	Adequate	Adequate	Adequate	Adequate
Garage/Carport	2 Gar+1 Carport	1 Carport +4,000	None +6,000	None +6,000
Porch, Patio, Deck, Fireplace(s), etc.	91sf Encl.Porch	None +1,100	None +1,100	220sf Patio +700
Fence, Pool, etc.	Fenced	Fenced	Fenced	Fenced
Other Features	226sf Workshop	160sf Shed +600	120sf Shed +900	None +2,000
Net Adj. (total)		300	18,100	3,700
Adjusted Sales Price of Comparable		\$ 153,700	\$ 157,100	\$ 150,700

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See the attached addendum for additional comments. The sales of homes used in this report were among the most recent in the old Bonita Springs market area with adequate comparability in design, quality, and livable area, and are valid indications of value for the subject. Gross adjustments exceeded recommended parameters in some instances due primarily to the subject larger than typical lot. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No sale in past 36 months per Lee Co.	No sale in past 36 per Lee County public records above per Lee County	No sale in past 36 per Lee County public records above per Lee County	No sale in past 36 per Lee County public records above per Lee County
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 subject property is not currently listed in the regional MLS.				

INDICATED VALUE BY SALES COMPARISON APPROACH ..... \$ 154,000

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$

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: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached special limiting conditions.

Final Reconciliation: Greatest weight is given to the Sales Comparison Analysis as it best reflects the actions of willing buyers & sellers. The Cost Approach is supportive. Because this area is typically owner occupied, there is insufficient data available for an Income Approach.

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 November 30, 2004 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 154,000

APPRaiser: Phil Benning, Associate  
Signature: *Phil Benning*  
Name: Phil Benning, Associate  
Date Report Signed: December 13, 2004  
State Certification #: 0001220 St. Cert. Res. REA State FL  
Or State License #

SUPERVISORY APPRAISER (ONLY IF REQUIRED BY J. Lee Norris, MAI, SRA)  
Signature: *J. Lee Norris*  
Name: J. Lee Norris, MAI, SRA  
Date Report Signed: December 13, 2004  
State Certification #: 0000643 St. Cert. Gen. REA State FL  
Or State License #



February 2, 2005

*City of  
Bonita Springs*

9220 BONITA BEACH ROAD  
SUITE 111  
BONITA SPRINGS, FL 34135  
TEL: (239) 390-1000  
FAX: (239) 390-1004  
www.cityofbonitasprings.org

**Jay Arend**  
Mayor

**Wayne P. Edsall**  
Councilman  
District One

**Alex Grantt**  
Councilman  
District Two

**R. Robert Wagner**  
Councilman  
District Three

**John Joyce**  
Councilman  
District Four

**David T. Piper, Jr.**  
Councilman  
District Five

**Ben L. Nelson, Jr.**  
Councilman  
District Six

~

**Gary A. Price**  
City Manager

**Audrey E. Vance**  
City Attorney

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

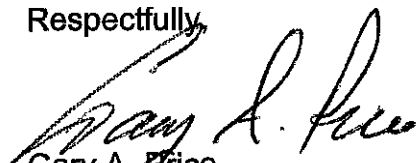
RE: Appraisal and Binding Offer Amount  
Parcel 304, 306, 313, 314, and 502  
Imperial Street Widening

Dear Mr. O'Hare:

I have reviewed the appraisals and binding offers for the  
aforementioned parcels, and find them to be reasonable.

If you need further assistance, please let me know.

Respectfully,



Gary A. Price  
City Manager

GAP/kd

**RECEIVED**  
FEB - 8 2005  
**COUNTY LANDS**



# 5-Year Sales History

Parcel No. 314

Imperial Street Widening  
Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NOTE: No sales in the past five years.