

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

Blue Sheet No. 20051841

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$26,400 for Parcel 1004, Imperial Street Widening, Project No. 4060, pursuant to the Purchase Agreement; and authorize the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner prior to initiation of condemnation proceedings as required by Florida Statutes.

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested.

4. Departmental Category: 6 **C60** **5. Meeting Date:** **01-24-2006**

6. Agenda: X <input type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated: Commissioner _____ Department Independent Division County Lands TLM 1/4/06 By: Karen L.W. Forsyth, Director <i>KLF</i>
	X <input type="checkbox"/>	Statute 73 & 125	
	<input type="checkbox"/>	Ordinance	
	<input type="checkbox"/>	Admin. Code	
	<input type="checkbox"/>	Other	

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest in 6,933 square feet and 828 square feet of drainage easement from an improved parcel

Property Details:

Owner: The Bonita Springs Congregation of Jehovah's Witnesses, Inc., a Florida Non-Profit Corporation

Address: 11531 East Terry Street, Bonita Springs, FL 34135

STRAP No. 25-47-25-B3-00004.002B

Purchase Details:

Binding Offer Amount: \$26,400 (inclusive of attorney and expert fees/costs and severance damages to the remainder)

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$26,400 and commence Eminent Domain procedures.

Appraisal Information:

Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA

Appraised Value: \$24,284 (\$19,278 value of land and \$5,006 severance damages)

Date of Appraisal: November 21, 2005

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value (8.7%) can be justified and may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action. Staff recommends the Board approve the Action Requested.

Account: 20406063000.506110

Attachments: Purchase Agreement; Title Data; Appraisal Data (Location Map Included); Letter from City of Bonita Springs; 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>KLF</i>			<i>CAO: 1/5</i>	<i>Robert</i>	Analyst	Risk	Grants	Mgr	<i>SS 1/11/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
1-10-06
1:09
COUNTY ADMIN
FORWARDED TO:
1-11-06
11171

Rec. by CoAtty
Date: 1/4/06
Time: 4:30 PM
Forwarded To:

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcel: 1004
STRAP No.: 25-47-25-B3-00004.002B

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 _____, 200__, by and between The Bonita Springs Congregation of Jehovah's Witnesses, Inc., a Florida Non-Profit Corporation, hereinafter referred to as SELLER, whose address is 11531 East Terry Street, 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 fee-simple parcel of land consisting of 6,933 square feet of land, and located at 11531 East Terry Street, Bonita Springs, Florida 34135, and more particularly described in attached "Exhibit A", and a perpetual drainage easement consisting of 828 square feet, more or less, and more particularly described in attached Exhibit "B", hereinafter collectively called "the Property." This property is being acquired for the Imperial Street Widening Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price, inclusive of damages to the remainder, ("Purchase Price") will be Twenty-Six Thousand Four Hundred Dollars (\$26,400), 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, a drainage easement (the form of the easement is attached as Exhibit "X"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney and experts fees/costs, if any.

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

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

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

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition 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:

The Bonita Springs Congregation of Jehovah's Witnesses, Inc., a Florida Non-Profit Corporation

By: _____
(DATE)

Name and Title of Officer

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmooffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 1 of 2

LEGAL DESCRIPTION

Parcel 1004 (Revised 06-07-05)

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

Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 661.85 feet to an intersection with the west line of the southeast quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°05'12"W along said west line for 35.00 feet to the point of beginning of the herein described parcel of land; thence continue N.01°05'16"W along said west line for 39.73 feet; thence N.87°34'59"E. for 123.72 feet to the point of curvature of a circular curve concave to the southeast; thence northeasterly along the arc of said curve having for its elements a radius of 5796.58 feet and a central angle of 00°24'47" for 41.80 feet to an intersection with the east line of the west half of the west half of the southeast quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°05'27"E along said east line for 43.94 feet; thence S.89°05'34"W. for 165.48 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

Date: 7 JUNE 05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1004.DOC

PRINCIPALS

WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



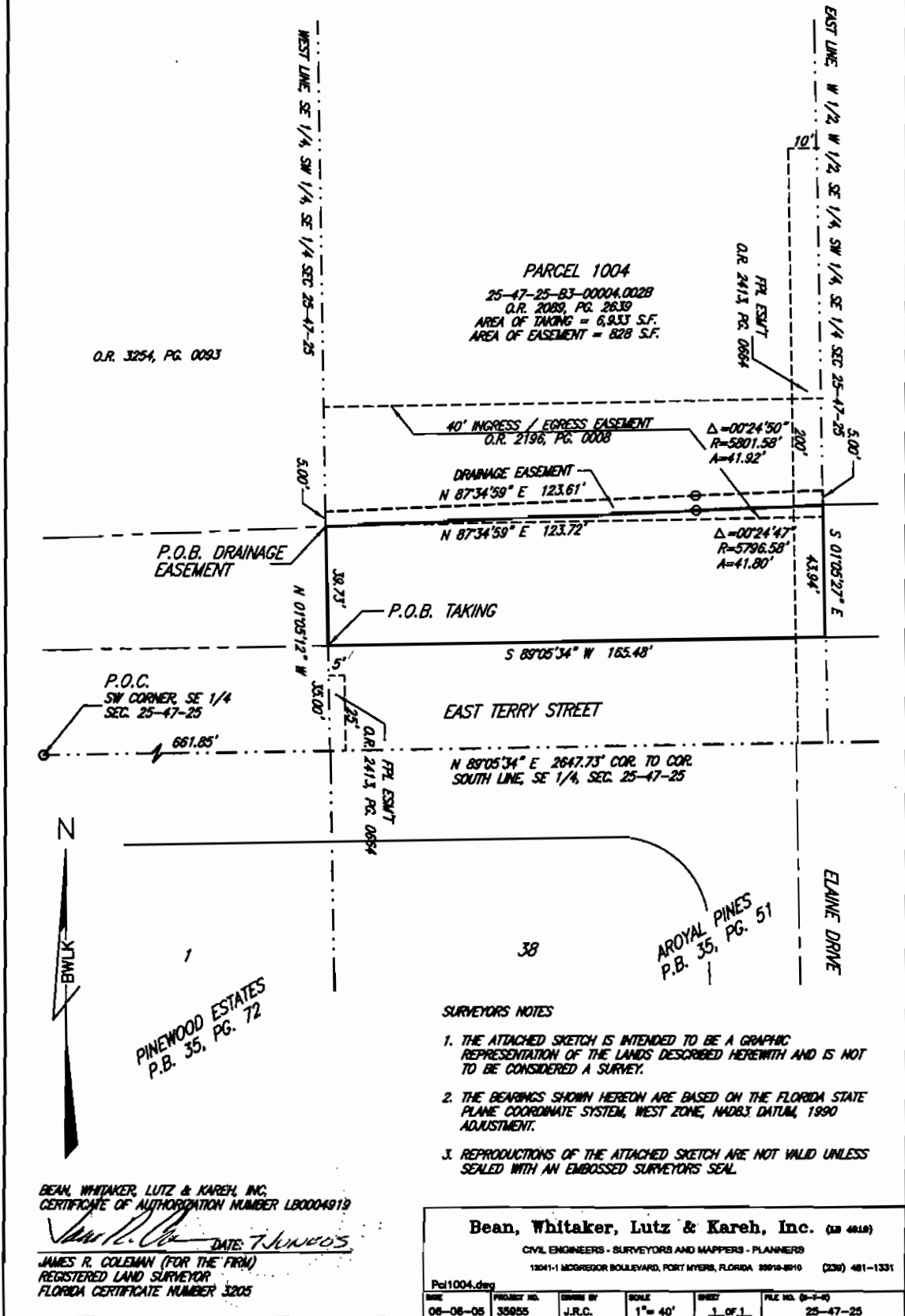
ASSOCIATES

TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF
A PARCEL OF LAND IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

Exhibit "A"
Page 2 of 2



PARCEL 1004
25-47-25-B3-00004.002B
O.R. 2089, PG. 2639
AREA OF TAKING = 6,933 S.F.
AREA OF EASEMENT = 828 S.F.

O.R. 3254, PG. 0093

P.O.C.
SW CORNER SE 1/4
SEC. 25-47-25

- SURVEYORS NOTES**
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, NAD83 DATUM, 1990 ADJUSTMENT.
 3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919
James R. Coleman DATE: 7 JUN 05
JAMES R. COLEMAN (FOR THE FIRM)
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (20 4818)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-8910 (239) 481-1331

PROJECT NO. 08-06-05	DRAWN BY J.R.C.	SCALE 1" = 40'	SHEET 1 OF 1	FILE NO. (S-1-0) 25-47-25
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Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "B"

LEGAL DESCRIPTION

Parcel 1004 Drainage Easement (Revised 06-07-05)

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

Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 661.85 feet to an intersection with the west line of the southeast quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°05'12"W along said west line for 74.73 feet to the point of beginning of the herein described parcel of land; thence continue N.01°05'12"W along said west line for 5.00 feet; thence N.87°34'59"E. for 123.61 feet to the point of curvature of a circular curve concave to the southeast; thence northeasterly along the arc of said curve having for its elements a radius of 5801.58 feet and a central angle of 00°24'50" for 41.92 feet to an intersection with the east line of the west half of the west half of the southeast quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°05'27"E along said east line for 5.00 feet; to an intersection with the arc of a circular curve concave to the southeast at a point bearing N.02°00'14"W. from the radius point of said curve; thence southwesterly along the arc of said curve having for its elements a radius of 5796.58 feet and a central angle of 00°24'47" for 41.80 feet to the point of tangency; thence S.87°34'59"W. for 123.72 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

Date: 7 JUNE 05

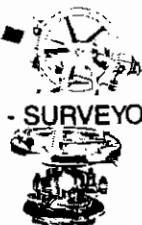
James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1004ESMT.DOC

PRINCIPALS:

- WILLIAM E. BEAN, PSM, CHAIRMAN
- SCOTT C. WHITAKER, PSM, PRESIDENT
- JOSEPH L. LUTZ, PSM
- AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:

- TRACY N. BEAN, AICP
- CHARLES D. KNIGHT, PSM
- W. BRITT POMEROY, JR., PSM
- STEPHEN H. SKORUPSKI, PSM
- ELWOOD FINEFIELD, PSM
- JAMES A. HESSLER, PSM
- JAMES R. COLEMAN, PSM
- RUDOLF A. NORMAN, PE

This Instrument Prepared by:
COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 1004
Project: Imperial Street Widening 4060
STRAP No. 25-47-25-B3-00004.002B

Exhibit "X"

Page 1 of 2

THIS SPACE FOR RECORDING

PERPETUAL
STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____, 200____, between **THE BONITA SPRINGS CONGREGATION OF JEHOVAH'S WITNESSES, INC., A Florida Non-Profit Corporation**, Owner, whose address is 11531 East Terry Street, Bonita Springs, FL 34135, hereinafter referred to as Grantor, and **LEE COUNTY, a political subdivision of the State of Florida**, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 hereinafter referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a drainage easement situated in Lee County, Florida, and located and described as set forth in Exhibit "B" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain a stormwater drainage swale/ditch, a drainage pipeline, a catch basin, and other appurtenances, to be located on, under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said facilities. Grantee shall restore the surface around the swale/ditch and catch basin to its prior condition at Grantee's expense.

3. The stormwater drainage facilities will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage pipes. The area of this stormwater drainage easement is reserved for the swale/ditch, subsurface pipeline, catch basin, and associated facilities.

4. Title to the facilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

5. Grantor warrants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records.

6. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has hereunto set _____ hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of two subscribing witnesses:

THE BONITA SPRINGS CONGREGATION OF JEHOVAH'S WITNESSES, INC., A Florida Non-Proft Corporation

1st WITNESS Signature

BY: _____

Printed Name of 1st Witness

(Print Name and Title)

2nd WITNESS Signature

Printed Name of 2nd Witness

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____ (Print Name and Title) of The Bonita Springs Congregation of Jehovah's Witnesses, Inc., a Florida Non-Profit Corporation, on behalf of the corporation. He/She is personally known to me or who has produced _____, as identification.

(SEAL)

Signature of Notary Public

(Name typed, printed or stamped)

(Title or Rank)
(Serial Number, if any)

Division of County Lands

Ownership and Easement Search

Search No. 22456
Date: April 7, 2003
Parcel: 1004
Project: Imperial Street Widening
#4060

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

From: Kenneth Pitt
Real Estate Title Examiner

STRAP: 25-47-25-B3-00004.002B

12-28-2005

Effective Date: ~~March 4, 2003~~, at 5:00 p.m.

Subject Property: See attached Schedule X

Title to the subject property is vested in the following:

The Bonita Springs Congregation of Jehovah's Witnesses, Inc.

by that certain instrument dated August 7, 1989, recorded August 11, 1989, in Official Record Book 2089, Page 2639, Public Records of Lee County, Florida.

Easements:

1. Reservation of the South 35 feet of the subject property for County roadway as recorded in a Deed in Deed Book 287, Page 209, Public Records of Lee County, Florida.
2. Temporary Access and Access Frontage Road Agreement recorded in Official Record Book 2192, Page 1448, Public Records of Lee County, Florida.
3. Access Road Easement Grant recorded in Official Record Book 2196, Page 8, Public Records of Lee County, Florida.

NOTE 1: Property is not encumbered by a mortgage.

NOTE 2: Subject to a Notice of Development Order recorded in Official Record Book 2201, Page 4174, Public Records of Lee County, Florida.

NOTE 3: Subject to a Notice of Commencement recorded in Official Record Book 3705, Page 3292, Public Records of Lee County, Florida.

Tax Status: \$92.10 paid on November 14, 2002 for tax year 2002.
(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.

Schedule X

Parcel 1004

Project: Imperial Street Widening #4060

Search No. 22456

The West half (W ½) of the West half (W ½) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of Section 25, Township 47 South, Range 25 East, excepting the South 35 feet reserved for County Road widening as recorded in Deed Book 287, Page 209, Public Records of Lee County, Florida.



Maxwell & Hendry

Valuation Services, Inc.

Real Estate Appraisers - Consultants

PRESIDENT

W. Michael Maxwell, MAI, SRA
State-Certified General
Appraiser, RZ 55

VICE-PRESIDENT

Gerald A. Hendry, MAI
State-Certified General
Appraiser, RZ 2245

ASSOCIATES

William E. McInnis
State-Certified General
Appraiser, RZ 2232

Timothy D. Rieckhoff
State-Certified General
Appraiser, RZ 2261

Andrea R. Terregrossa
Registered Trainee
Appraiser, RI 10787

Matthew H. Caldwell
Registered Trainee
Appraiser, RI 9277

Matthew S. Simmons
Registered Trainee
Appraiser, RI 12369

Scott H. Simmons
Registered Trainee
Appraiser, RI 13108

12600-1 World Plaza Lane, Building #63
Fort Myers, Florida 33907
www.maxwellhendry.com

Commercial
Phone: (239) 337-0555
Fax: (239) 337-3747
E-mail: commercial@maxwellhendry.com

Residential
Phone: (239) 333-1060
Fax: (239) 333-1066
E-mail: residential@maxwellhendry.com

11/22/2005

Lee County Board of County Commissioners
Department of Public Works
Division of County Lands
Post Office Box 398
Fort Myers, FL 33902-0398
ATTN: Mr. Robert G. Clemens

RE: Project #4060, STA #33, Parcels #1004 Jehovah's Witness, Residential Land located at 11531 East Terry Street, Bonita Springs, Lee County, FL in Section 25, Township 47S, Range 25E

Dear Mr. Clemens,

In accordance with your request, we have appraised the above referenced property. The report is attached.

The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as vacant, in unencumbered fee simple title of ownership.

The subject property is improved with church facilities. Based on the distance the improvements are set back from the roadway, it is our opinion that the taking will not directly affect the improvements. Therefore, we have valued the land only. This is a hypothetical condition of this appraisal.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. This appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

This appraisal report is created in conjunction with the Imperial Street / East Terry Street Data Book. The conclusions and reporting in this appraisal cannot be understood without the use of the Data Book.

The Compensation Due the Owner, as of November 21, 2005, is

TWENTY FOUR THOUSAND TWO HUNDRED EIGHTY FOUR DOLLARS—(\$24,284)
*(Value of the Part Taken - \$19,278; Severance Damages - \$5,006)

This value is contingent upon the certification and the departures, assumptions, & conditions of this appraisal, if any.

It has been a pleasure to assist you. Please do not hesitate to contact myself or any of my staff if we can be of additional service to you.

Respectfully submitted,



W. Michael Maxwell, MAI, SRA
President
State Certified General Appraiser, RZ 55

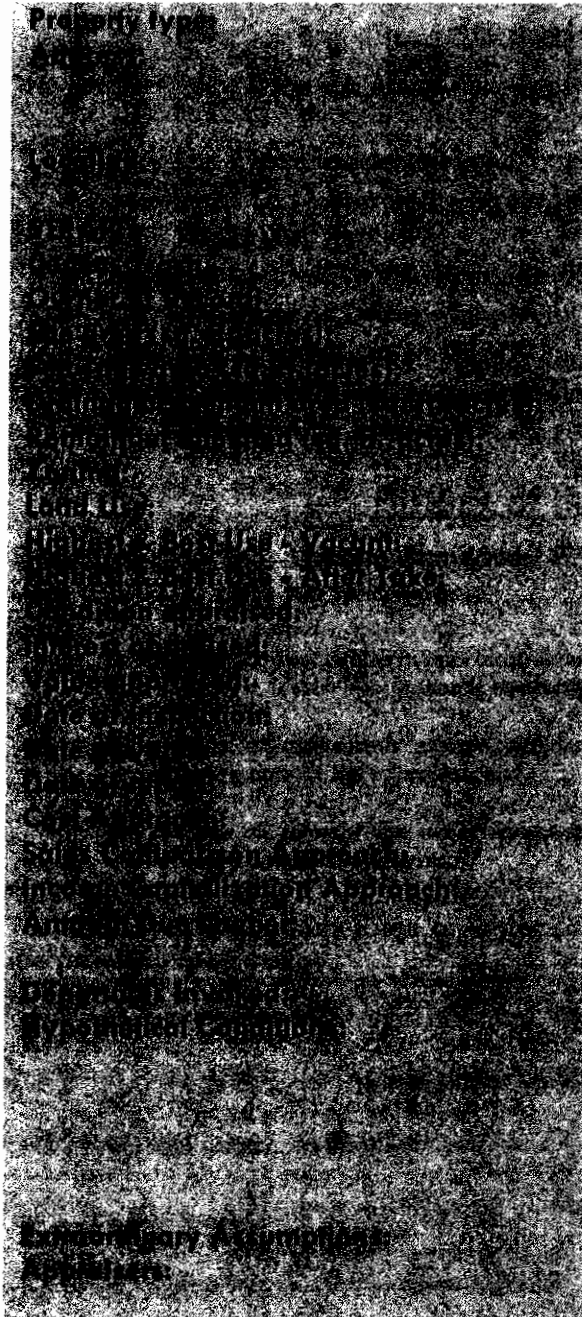


Matthew H. Caldwell
Associate Appraiser
State Registered Trainee Appraiser, RI 9277



W. MICHAEL MAXWELL, MAI, SRA
GERALD A. HENDRY, MAI

Section One – Executive Summary

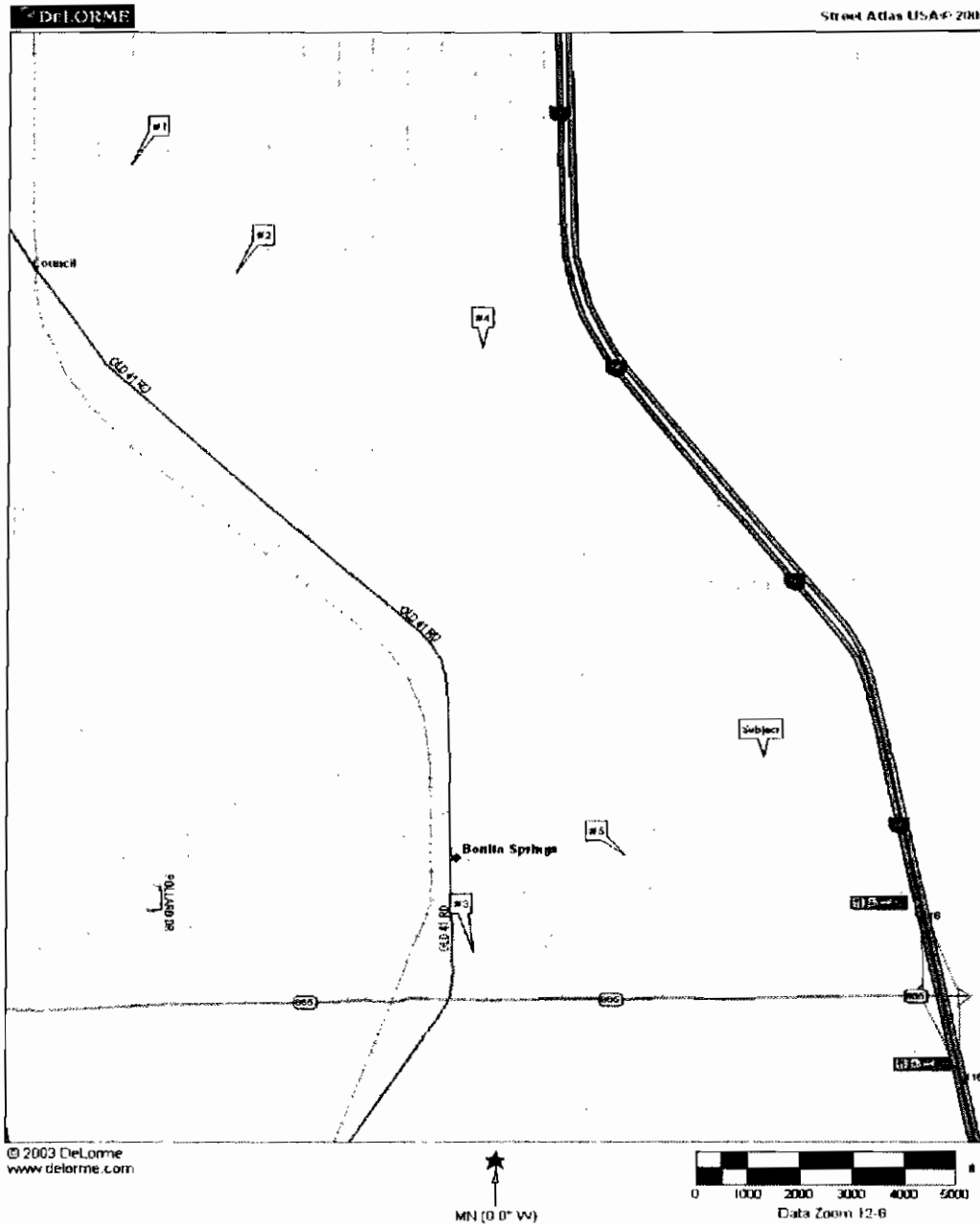


Residential Land
11531 East Terry Street, Bonita Springs, Lee
County, FL 34135 in Section 25, Township 47S,
Range 25E.
Located on the north side of East Terry Street, 1/4
mile east of Imperial Street
25-47-25-B3-00004.002B
504
Jehovah's Witness Bonita Springs
103,455 / 2.375
6,933 / 0.1592
828 / 0.019
96,522 / 2.2158
AG-2
Moderate Density Single Family Residential
Residential development
Residential development
As Is
Fee Simple
Market Value
11/21/2005
11/21/2005
11/22/2005
Not applicable
\$279,000
Not applicable
\$24,284 *(Value of the Part Taken - \$19,278;
Severance Damages - \$5,006)
See Imperial Street Data Book
The subject property is improved with church
facilities. Based on the distance the improvements
are set back from the roadway, it is our opinion
that the taking will not directly affect the
improvements. Therefore, we have valued the
land only.
See Imperial Street Data Book
W. Michael Maxwell, MAI, SRA;
Matthew H. Caldwell

Section Five – Valuation

Sales Comparison Approach

Land Sales Map





*City of
Bonita Springs*

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

Jay Arend
Mayor

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

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

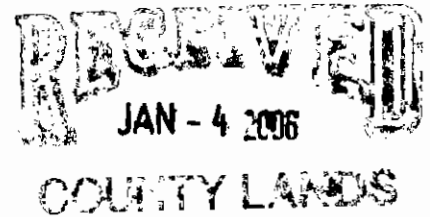
Audrey E. Vance
City Attorney
Tel. (239) 949-6254

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

Public Works
Tel: (239) 949-6246

Code Enforcement
Tel: (239) 949-6257

Parks & Recreation
Tel: (239) 992-2556



January 3, 2006

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

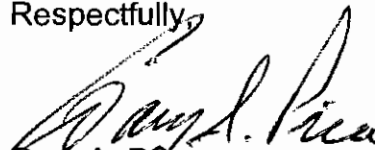
RE: Acquisition – Imperial Street Widening Project
Project No. 4060
Parcels 317-E, 317-W, 318, 533, 1011, 1013, 1002, 1004, 1017,
1019, and 1021

Dear Ms. Mann:

The binding offer amounts for the aforementioned parcels are reasonable and acquisition is recommended by my office.

If you need further authorization, feel free to contact me. Please send me copies of the appraisals for the aforementioned appraisals.

Respectfully,



Gary A. Price
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

5-Year Sales History

Parcel No. 1004

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS