

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

**Blue Sheet No. 20051845**

**1. ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$1,000 for Parcel 1017, 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

**CGH**

**5. Meeting Date:** **01-24-2006**

**6. Agenda:**

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

**7. Requirement/Purpose:** (specify)

- Statute 73 & 125
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent  
 Division County Lands **TLM 1/4/06**  
 By: Karen L.W. Forsyth, Director **KLF**

**9. Background:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee simple interest in 3,270 square feet of vacant land

**Property Details:**

**Owner:** Eldon J. Gardner  
**Address:** 11468 East Terry Street, Bonita Springs, FL 34135  
**STRAP No.** 36-47-25-B1-00006.0090

**Purchase Details:**

**Binding Offer Amount:** \$1,000

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$1,000, and commence Eminent Domain procedures.

**Appraisal Information:**

**Company:** Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA  
**Appraised Value:** \$441  
**Date of Appraisal:** November 21, 2005

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of \$559 may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action, and can be justified considering costs associated with condemnation proceedings estimated between \$1,000 - \$2,500, excluding land value increase and attorney fees. Staff recommends the Board approve the Action Requested.

**Account:** 20406063000.506110

**Attachments:** Easement 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
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>DAO 1/5 1/16/06</i>	<i>Robert [Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>WS 1/11/06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *[Signature]*  
 1-10-06  
 1:09  
 COUNTY ADMIN FORWARDED TO: *[Signature]*  
 1/10/06  
 11:11

Rev. by CoAtty  
 Date: 1/9/06  
 Time: 4:55pm  
 Forwarded to: \_\_\_\_\_

This document prepared by  
Lee County Division of County Lands  
Project: Imperial Street Widening, #4060  
Parcel: 1017  
STRAP No.: 36-47-25-B1-00006.0090

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 Eldon J. Gardner, hereinafter referred to as SELLER, whose address is 26851 Nicki J Court, 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 3,270 square feet of land, and located at 11468 East Terry Street, Bonita Springs, Florida 34135, and more particularly described in attached "Exhibit A", attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Imperial Street Widening Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Thousand Dollars (\$1,000), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER'S condemnation.

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

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

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) partial release of mortgage or subordination agreement for all mortgages that encumber the property;
- (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) fees/costs associated with obtaining release as set forth in Item 5(d) above;
- (c) 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:**

\_\_\_\_\_  
Eldon J. Gardner (DATE)

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 - fmoffice@bwlk.net  
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 1 of 2

LEGAL DESCRIPTION

Parcel 1017 (Revised 06-03-05)

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 northeast corner of the northwest quarter of Section 36, Township 47 South, Range 25 East, thence S.01°02'44"E. along the east line of said northwest quarter for 25.00 feet to an intersection with a line parallel with and 25.00 feet south of as measured at right angles to the north line of said northwest quarter; thence S.88°59'29"W. along said parallel line for 430.09 feet to the point of beginning of the herein described parcel of land; thence continue S.88°59'29"W. along said line for 100.00 feet to the cusp of a circular curve concave to the southwest; thence easterly, southeasterly and southerly along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of 89°58'58" for 39.26 feet to the point of tangency; thence S.01°01'33"E. for 35.01 feet to an intersection with a line parallel with and 85.00 feet south of as measured at right angles to the north line of said northwest quarter; thence N.88°59'29"E. along said parallel line for 50.02 feet; thence N.01°01'33"W. for 34.99 feet to the point of curvature of a circular curve concave to the southeast; thence northerly, northeasterly and easterly along the arc of said curve having for its elements a radius of 25.00 feet and a central angle of 90°01'02" for 39.28 feet to the point of beginning.

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

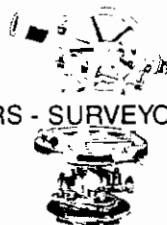
Date: 03 JUN 05

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

Pcl1017.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

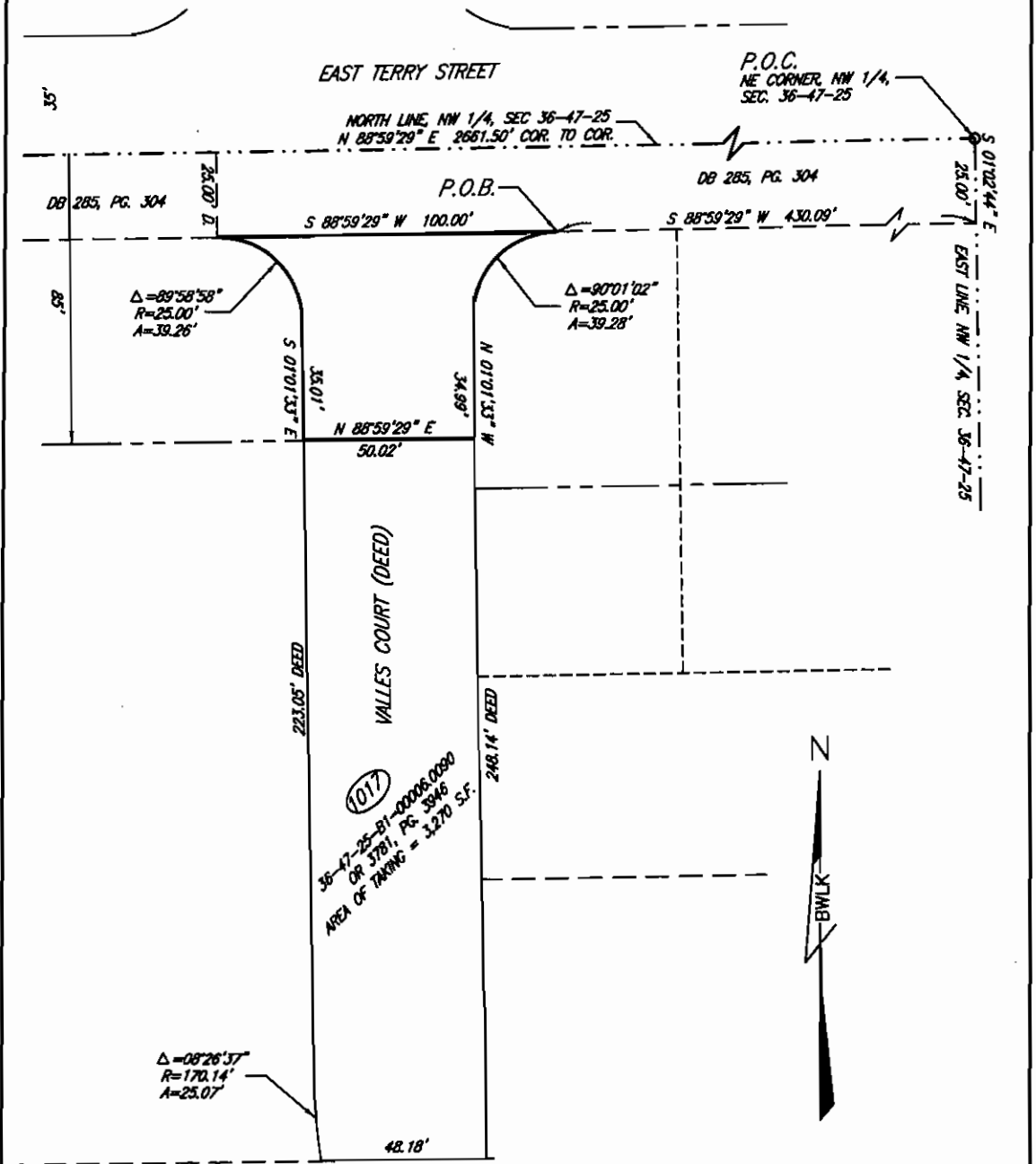


ASSOCIATES:  
TRACY N. BEAN, AICP  
CHARLES D. KNIGHT, PSM  
W. BRITT POMEROY, JR., PSM  
STEPHEN H. SKORUPSKI, PSM  
ELWOOD FINEFIELD, PSM  
JAMES A. HESSLER, PSM  
JAMES R. COLEMAN, PSM  
RUDOLF A. NORMAN, PE

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF  
A PARCEL OF LAND IN  
SECTION 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA

Exhibit "A"  
Page 2 of 2



(1017)  
36-47-25-B1-00006,0000  
OR 3781, PG 3946  
AREA OF TAKING = 3,270 S.F.

**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: 03/14/05  
JAMES R. COLEMAN (FOR THE FIRM)  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (28 4818)  
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-0810 (239) 481-1331

PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (P-T-R)
06-03-05	J.R.C.	1" = 40'	1 OF 1	36-47-25

Pe1017.dwg



**Division of County Lands**

**Ownership and Easement Search**

Search No. 22469

Date: April 10, 2003

Parcel: 1017

Project: Imperial Street Widening  
#4060

To: Teresa L. Mann, SRWA  
Property Acquisition Agent

From: Kenneth Pitt  
Real Estate Title Examiner

STRAP: 36-47-25-B1-00006.0090

Effective Date: March 8, 2003, at 5:00 p.m.

**Subject Property:** See attached Schedule "X"

Title to the subject property is vested in the following:

**ELDON J. GARDNER**  
~~John Whittle and Geraldine E. Whittle, husband and wife~~

by that certain instrument dated ~~February 15, 2001~~ <sup>MARCH 10, 2004</sup>, recorded ~~February 21, 2001~~ <sup>4-6-2004</sup>, in Official Record Book ~~3367~~ <sup>4247</sup>, Page ~~5~~ <sup>3225</sup>, Public Records of Lee County, Florida.

Title to the subject property is vested in the following: John Whittle and Geraldine E. Whittle by that certain instrument dated August 3, 2001, recorded October 3, 2001 in Official Record Book 3494, Page 3812, Public Records of Lee County, Florida.

Less that parcel of land conveyed by John Whittle and Geraldine E. Whittle to Susan Barrell and Dennis Guertin dated August 3, 2001, recorded October 3, 2001 in Official Record Book 3494, Page 3808, and corrected by Official Record Book 3781, Page 3946, Public Records of Lee County, Florida.

**Easements:**

1. Easement of Ingress and Egress recorded in Official Record Book 1253, Page 817, Public Records of Lee County, Florida.

NOTE 1: Property subject to a mortgage in the original sum of \$160,000.00, recorded in Official Record Book 3633, Page 1464, Public Records of Lee County, Florida.

NOTE 2: Property subject to a mortgage in the original sum of \$55,000.00, recorded in Official Record Book 3857, Page 305, Public Records of Lee County, Florida. The mortgage was then assigned by American Express Centurion Bank to PNC Bank, NA recorded in Official Record Book 3857, Page 312, Public Records of Lee County, Florida.

# Schedule X

Parcel 1017

Project: Imperial Street Widening #4060

Search No. 22469

## Parcel 1

All of that Trace of land lying in the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) of Section 36, Township 47 South, Range 25 East, Lee County, Florida, which is described as follows:

Being the Southerly 360.0 feet of the Westerly 360.0 feet of said Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) of said section.

## Parcel 2

A parcel of land lying in the Northwest quarter (NW 1/4) of Section 36, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of the said Northwest quarter (NW 1/4) of Section 36, thence (bearings cited herein are in the meridian assuming the East line of the said Northwest quarter (NW 1/4) as bearing South 00°02'30" East) South 00°02'30" East along the said East line of the Northwest quarter (NW 1/4) a distance of 26.00 feet, more or less to the Southerly right of way line of the 50 foot wide Terry Street; thence South 89°59'07" West, along said Southerly right of way line, a distance of 430.09 feet; to the point of curvature of a curve concave Southeasterly, having a radius of 25.00 feet and the point of beginning of the herein described parcel of land; and from said point of beginning run Southwesterly along said curve, through a central angle of 90°01'02", a distance of 39.28 feet to the point of tangency; thence South 00°01'55" East, a distance of 248.14 feet; thence North 89°51'42" West, a distance of 48.18 feet; to a point on a curve concave Easterly, having a radius of 170.1 feet; and whose radius point bears North 81°31'32" East; thence, Northerly along said curve, through a central angle of 08°26'33", a distance of 25.07 feet to the point of tangency; thence, North 00°01'55" West, a distance of 223.05 feet; to the point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet; thence, Northwesterly along said curve, through a central angle of 89°58'58", a distance of 39.26 feet to the point of cusp and a point on the said Southerly right of way line of Terry Street; thence, North 89°59'07" East, a distance of 100.00 feet to the point of beginning. Containing 0.319 acre of land, more or less. Subject to easements, rights of way and/or reservations of record if any.

## LESS THE FOLLOWING FROM PARCEL 1

Traded from John Whittle to Susan Barrell and Dennis Guetrin: The North 22.29 feet of the East 147.15 feet of the Southerly 360 feet of the Westerly 360 feet of the NE 1/4 of the NE 1/4 of the NW 1/4 of Section 36, Township 47 South, Range 25 East.

The above real property to be traded by John Whittle for a 50 foot wide ingress-egress easement being fully described in Official Record Book 1259 at Page 226, Lee County, Florida. More particularly described as follows: A portion of the Legal Description called Valles Crossroads Parcel #36-47-25-B1.00006.0000 Valles Crossroads Unrec. together with the perpetual rights of ingress and egress over across and along running from East Terry Street the East 50 feet of the West 212.40 feet of the Northeast quarter (NE 1/4) of the Northeast quarter (NE 1/4) of the Northwest quarter (NW 1/4) lying North of the Southerly 360.0 feet.



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# Maxwell & Hendry

Valuation Services, Inc.

## Real Estate Appraisers - Consultants

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**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. Mcnnis**  
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 #1017 Gardner, Residential Land located at  
11468 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 narrow northern portion of the property is known as Valles Court (Per the Valles Crossroads Unrecorded Subdivision). Although this portion is part of the parent tract, it functions as a right-of-way, as it is the access for the adjoining parcels. As is discussed in the analysis of Highest and Best Use, the shape, size, and orientation makes this portion undevelopable, except under a very few circumstances. In addition to being generally undevelopable, the portion is wholly subject to a utility easement. This portion has a highest and best use of right-of-way. In addition, the parent tract is improved with a residential home in the larger, rectangular southern portion. Based on the distance the improvements and the larger portion are set back from the roadway, it is our opinion that the taking will not affect the improvements or this larger portion. Therefore, we have valued the only the narrow northern portion of the property known as Valles Court, as shown in the survey. 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

FOUR HUNDRED FORTY ONE DOLLARS—(\$441)  
\*(Value of the Part Taken - \$441; Severance Damages - \$0)

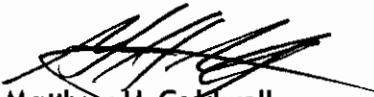
This value is contingent upon the certification and the departures, assumptions, & conditions of this appraisal, if any.

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

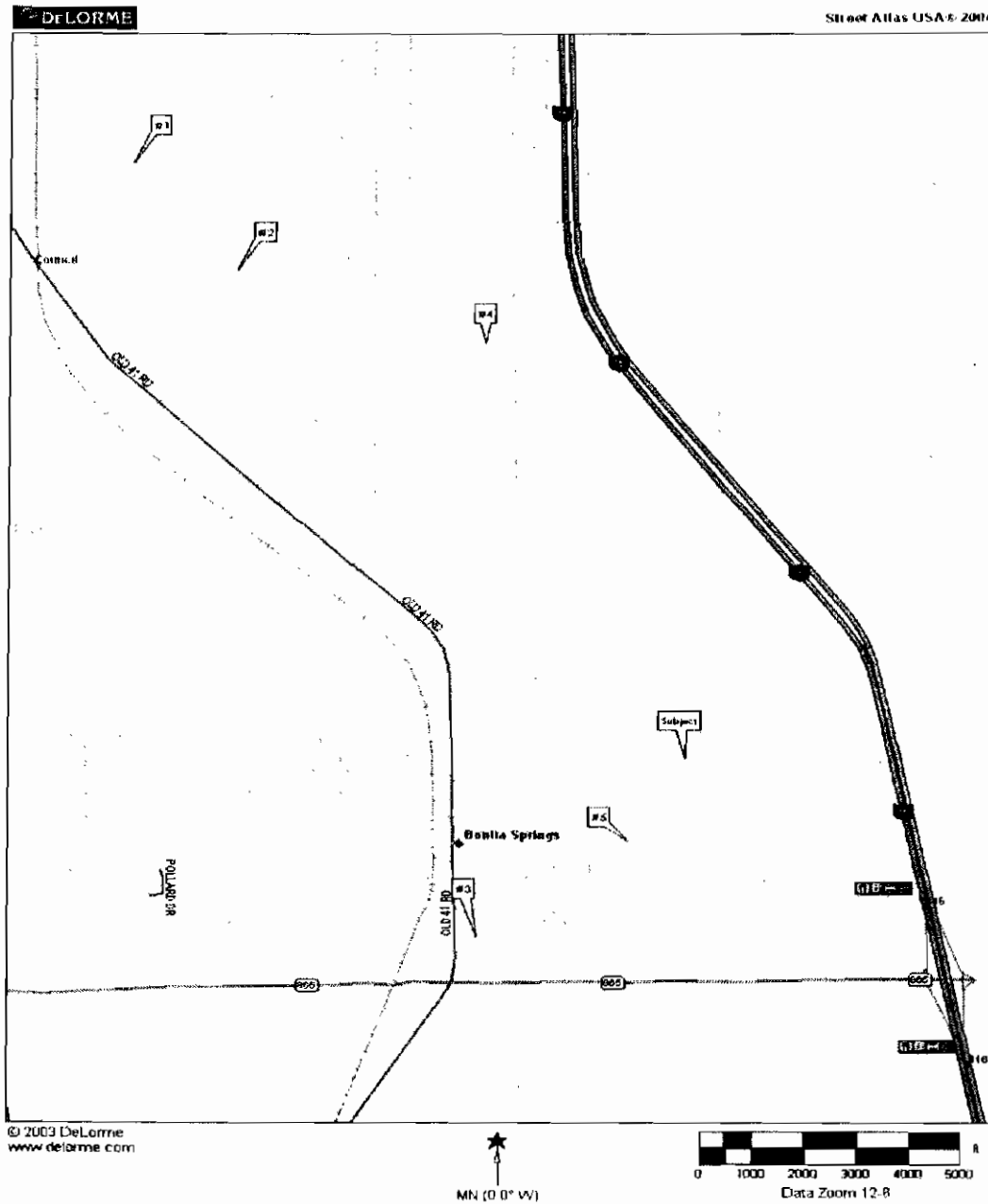
## Section One – Executive Summary

Property Type:	Residential Land
Address:	11468 East Terry Street, Bonita Springs, Lee County, FL 34135 in Section 36, Township 47S, Range 25E.
Location:	Located on the south side of East Terry Street, 1/8 mile west of Imperial Street
STRAP:	36-47-25-B1-00006.0090
Consolidated:	504
Owner of Record:	Eldon J. Gardner
Parent Unit (if applicable):	140,110 / 3.2165
Valley Court Side (if applicable):	13,350 / 0.3065
Front Side (if applicable):	3,270 / 0.0751
Remainder of Valley Court Side (if applicable):	10,080 / 0.2314
Zoning:	AG-2
Land Use:	Moderate Density Single Family Residential
Highest & Best Use - Vacant:	Residential development
Highest & Best Use - After Take:	Residential development
Condition appraised:	As Is
Interest appraised:	Fee Simple
Value appraised:	Market Value
Date of Inspection:	11/21/2005
Date of Value:	11/21/2005
Date of Report:	11/22/2005
Cost Approach:	Not applicable
Sales Comp. App. (Valley Court Portion):	\$1,802
Income Capitalization Approach:	Not applicable
Annual Due Owner:	\$441 *(Value of the Part Taken - \$441; Severance Damages - \$0)
Disclosures Invoked:	See Imperial Street Data Book
Hyposellist Conditions:	See Scope of Work
Extraordinary Assumptions:	See Imperial Street Data Book
Appraiser:	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

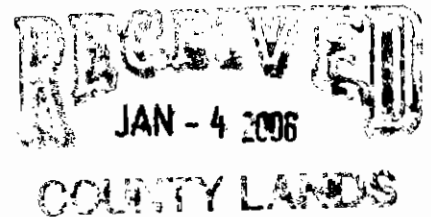
**Audrey E. Vance**  
City Attorney  
Tel. (239) 949-6254

**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

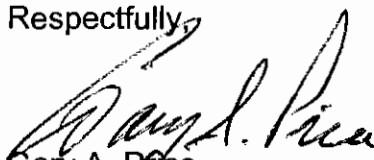
RE: Acquisition – Imperial Street Widening Project  
Project No. 4060  
Parcels 317-E, 317-W, 318, 533, 1011, 1013, 1002, 1004, 1017,  
1019, and 1021

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. 1017

## Imperial Street Widening Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
John & Geraldine E. Whittle, h/w	Eldon J Gardner	\$375,000	3/2004	Y
Vision Baptist Church of Bonita Springs, Inc.	John & Geraldine E. Whittle, h/w	\$102,500	2/2001	Y

**NOTE: Sales relate to "parent tract" of the subject parcel.**