

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

Blue Sheet No. 20051846

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$9,800 for Parcel 1021, 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 **C6 I** **5. Meeting Date:** 01-24-2006

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

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest in 3,328 square feet of land from a vacant parcel

Property Details:

Owner: Vision Baptist Church of Bonita Springs, Inc., a Florida Non-Profit Corporation
Address: 11400 East Terry Street, Bonita Springs, FL 34135
STRAP No. 36-47-25-B1-00102.0010

Purchase Details:

Binding Offer Amount: \$9,800 (inclusive of attorney and expert fees/costs)
 In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$9,800, and commence Eminent Domain procedures.

Appraisal Information:

Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$8,986
Date of Appraisal: November 21, 2005

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value (9.1%) 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; 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>KLF</i>			<i>BAO 1/5</i> <i>KW 1/4/06</i>	<i>Robert</i>	<i>John 1-10-06</i>	<i>1/10/06</i>	<i>1/10/06</i>	<i>1/10/06</i>	<i>HS 1/11/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<i>CA</i>
1-10-06	
1:09	
COUNTY ADMIN FORWARDED TO:	<i>1/11/06</i>
	<i>1/11/06</i>

Rec. by CoAtty	
Date:	1/10/06
Time:	4:15pm
Forwarded To:	

This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcel: 1021
STRAP No. 36-47-25-B1-00102.0010

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 Vision Baptist Church of Bonita Springs, Inc., a Florida Non-Profit Corporation, hereinafter referred to as SELLER, whose address is Post Office Box 1212, Bonita Springs, FL 34133, 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 3,328 square feet, more or less, and located at 11400 East Terry Street, Bonita Springs, Florida 34135, 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, 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 Nine Thousand Eight Hundred Dollars (\$9,800), 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 and expert 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:

Vision Baptist Church of Bonita Springs,
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@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 1 of 2

LEGAL DESCRIPTION

Parcel 1021 (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.88°59'29"W. along the north line of said northwest quarter for 665.38 feet to an intersection with the west line of the northeast quarter of the northeast quarter of the northwest quarter of said Section 36; thence S.01°02'11"E. for 75.00 feet to an intersection with a line parallel with and 75.00 feet south of as measured at right angles to the north line of said northwest quarter, being the south line of that certain parcel of land described in Official Record Book 2239 at page 2087 of the public records of Lee County, Florida, and the point of beginning of the herein described parcel of land; thence continue S.01°02'11"E. along said west line for 10.00 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 S.88°59'29"W. along said parallel line for 250.44 feet to the point of curvature of a circular curve concave to the north; thence westerly along the arc of said curve having for its elements a radius of 3896.72 feet and a central angle of 01°12'39" for 82.34 feet to an intersection with the west line of that certain parcel of land described in Official Record Book 2843 at page 0386 of said public records; thence N.01°02'25"W. along said west line for 10.00 feet to an intersection with the arc of a circular concave to the north at a point bearing S.00°12'20"W. from the radius point of said curve; thence easterly along the arc of said curve having for its elements a radius of 3886.72 feet and a central angle of 01°12'50" for 82.35 feet to the point of tangency; thence N.88°59'29"E. for 250.44 feet to the point of beginning.

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

Signature of James R. Coleman

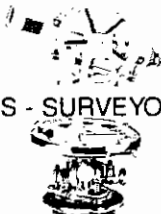
Date: 03 JUN 05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

Pcl1021.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



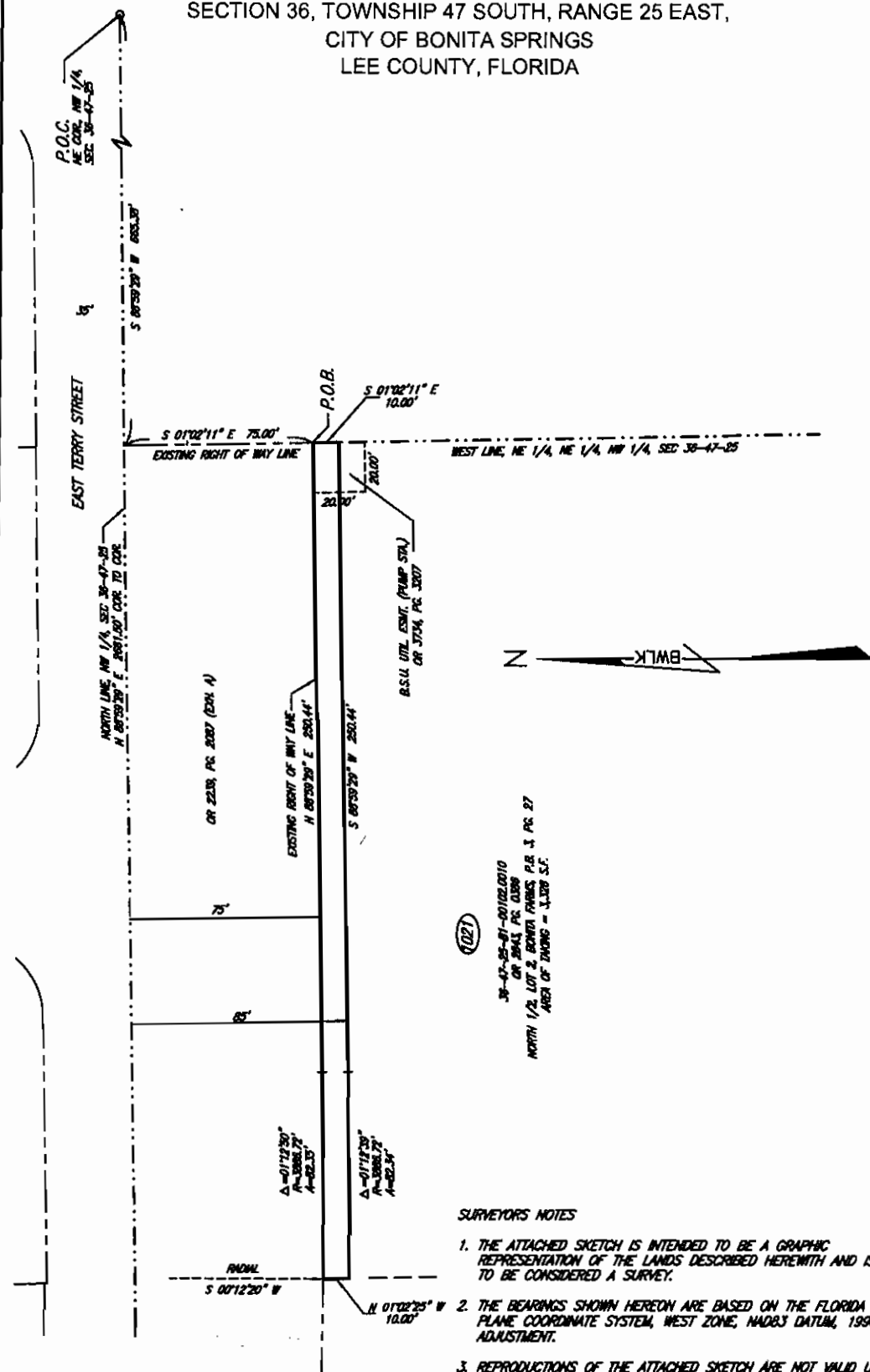
ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT ROMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

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



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
 DATE: 03/16/05
 JAMES R. COLEMAN (FOR THE FIRM)
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (DB 0818)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33918-0910 (239) 481-1331

PROJECT NO. 06-02-05	DRAWN BY J.R.C.	SCALE 1" = 50'	SHEET 1 OF 1	FILE NO. (S-7-R) 36-47-25
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Division of County Lands

Ownership and Easement Search

Search No. 22473

Date: April 10, 2003

Parcel: 1021

Project: Imperial Street Widening

#4060

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

From: Kenneth Pitt
Real Estate Title Examiner

STRAP: 36-47-25-B1-00102.0010

12-28-2005

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:

Vision Baptist Church of Bonita Springs, Inc.

by that certain instrument dated July 2, 1997, recorded July 9, 1997, in Official Record Book 2843, Page 386, Public Records of Lee County, Florida.

Easements:

1. Restrictive Covenant recorded in Official Record Book 2868, Page 1599 and Official Record Book 2872, Page 1705, Public Records of Lee County, Florida.
2. Grant of Utility Easement (pump station) given to Bonita Springs Utilities, Inc., affecting the Northeast corner of the subject property just South of the land granted to Lee County for Right of Way (Official Record Book 2239, Page 2087, Public Records of Lee County, Florida), as recorded in Official Record Book 3734, Page 3207, Public Records of Lee County, Florida.

NOTE 1: Property subject to a mortgage in the original sum of \$60,000.00, recorded in Official Record Book 3107, Page 3225, Public Records of Lee County, Florida.

NOTE 2: Subject to a Notice of Development Order Approval recorded in Official Record Book 3490, Page 2723, Public Records of Lee County, Florida.

Tax Status: \$1,935.20 paid on November 30, 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 1021

Project: Imperial Street Widening #4060

Search No. 22473

The North half of Lot 2, of the certain subdivision known as BONITA FARMS, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 3, Page 27, located in Section 36, Township 47 South, Range 25 East.

Less Road Right of way as described in Official Record Book 2329, Page 2087.

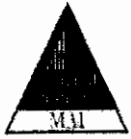
Description: Road Right of way through Lawrence C. Barcomb and Norma M. Barcomb property.

A parcel of land lying in the Northwest corner of Section 36, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described by metes and bounds as follows:

Commence at the North quarter corner of Section 36, thence S 89°55'26" W, along the North line of the Northwest quarter of said Section 36, a distance of 664.34 feet to the Northeast corner of said Barcomb property as described in Official Record Book 1755, Page 145 of the Public Records of Lee County, Florida, for the Point of Beginning of the herein described parcel of land, thence S 00°05'48" E, a distance of 75.00 feet ; thence S 89°55'26" W, a distance of 251.47 feet to the point of curvature of a curve to the right; thence along the arc of said curve, having a radius of 3886.72 feet, and a central angle of 01°12'07", a distance of 81.53 feet to a point on the West line of said Barcomb property; thence leaving said curve, N 00°05'39" W, a distance of 74.15 feet to a point on the North line of the Northwest quarter of said Section 36, thence N 89°55'26" E, along said North line, a distance of 332.99 feet to the Point of Beginning, less Right of way taking per County Commissioners Minute Book 47, Page 41. Containing 0.3435 acres of land, more or less.

Subject to easements, reservations, or restriction of record, if any.

Bearings shown hereon refer to an assumed bearing of N 89°55'26" E, along the North line of the Northwest quarter of Section 36, Township 47 South, Range 25 East, 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, Parcel #1021 Baptist Vision Church, Residential Land located at 11400 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 approved to be improved with church facilities. The owners have begun the construction process. However, based on the distance the improvements will be 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. Also, as there will be no traffic lanes in the take area, there will be no severance damages to the property. The take area is within a portion of the property set aside as buffer/preserve in the approved site plan. Lee County will be responsible for any impacts this taking has on requirements such as setbacks, preserved area, etc. In addition, there is a Bonita Springs Utilities pump station on the eastern end of the take area. Lee County will settle any necessary changes with BSU.

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

EIGHT THOUSAND NINE HUNDRED EIGHTY SIX DOLLARS—(\$8,986)
*(Value of the Part Taken - \$8,986; Severance Damages - \$0)

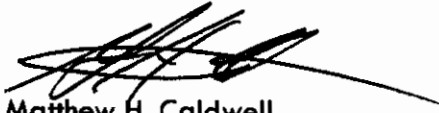
This value is contingent upon the certification and the departures, assumptions, & conditions of this appraisal, if any.

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

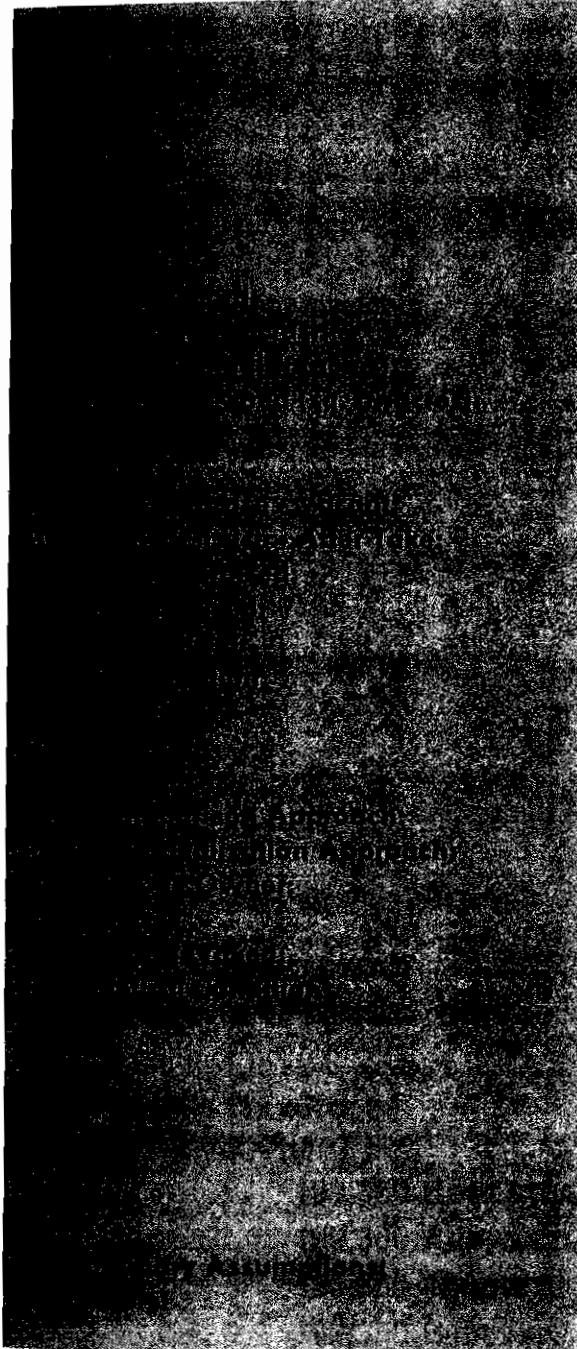


Matthew H. Caldwell
Associate Appraiser
State Registered Trainee Appraiser, RI 9277



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

Section One – Executive Summary



Residential Land

11400 East Terry Street, Bonita Springs, Lee County, FL 34135 in Section 36, Township 47S, Range 25E.

Located on the south side of East Terry Street, 1/4 mile west of Imperial Street

36-47-25-B1-00102.0010

504

Baptist Vision Church of Bonita ✓

192,971 / 4.43 ✓

3,328 / 0.0764 ✓

189,643 / 4.3536 ✓

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

\$521,000 (Land Only)

Not applicable

\$8,986 *(Value of the Part Taken - \$8,986;

Severance Damages - \$0)

See Imperial Street Data Book

The subject property is approved to be improved with church facilities. The owners have begun the construction process. However, based on the distance the improvements will be 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.

See Imperial Street Data Book

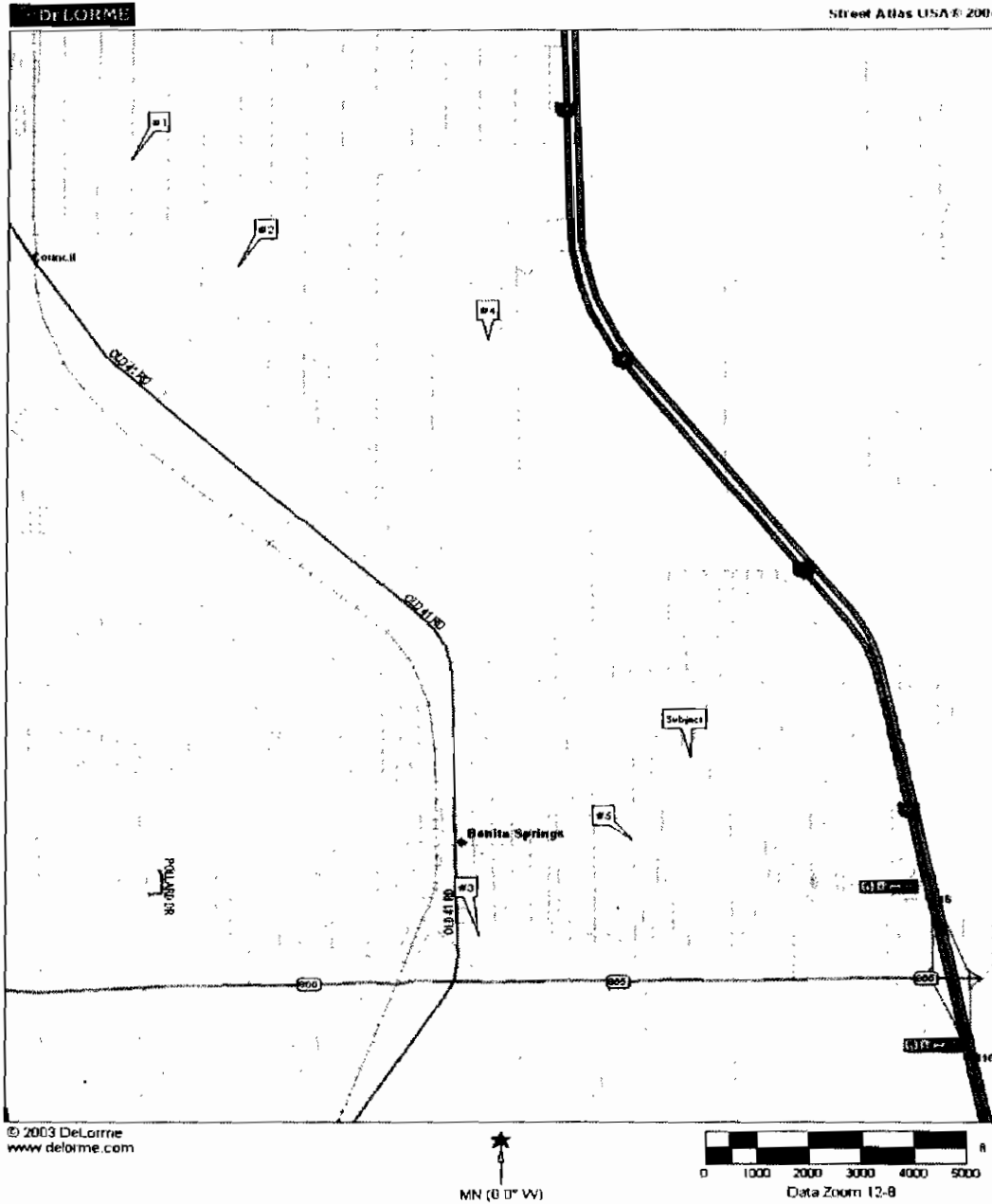
W. Michael Maxwell, MAI, SRA;

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

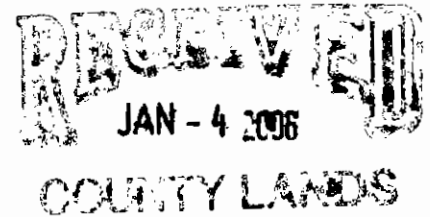
Audrey E. Vance
City Attorney
Tel. (239) 949-6254

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

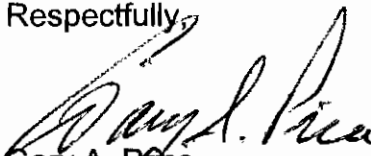
RE: Acquisition – Imperial Street Widening Project
Project No. 4060
Parcels 317-E, 317-W, 318, 533, 1011, 1013, 1002, 1004, 1017,
1019, and 1021

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. 1021

Imperial Street Widening
Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS