

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

**Blue Sheet No. 20060018**

**1. ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$49,500 for Parcel 318-A, 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 **CCL** **5. Meeting Date:** 01-24-2006

<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b> <input checked="" type="checkbox"/> Statute 73 & 125		<b>8. Request Initiated:</b> Commissioner _____ Department Independent Division County Lands TLM 1/9/06 By: Karen L.W. Forsyth, Director <i>KLF</i>
	<input type="checkbox"/> Ordinance		
	<input type="checkbox"/> Admiu. Code		
	<input type="checkbox"/> Other		

**9. Background:**  
Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest in 17,981 square feet of vacant land

Property Details:  
Owner: Marilyn Marshall

Purchase Details:  
**Binding Offer Amount:** \$49,500 (inclusive of attorney and expert fees/costs)  
In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$49,500, and commence Eminent Domain procedures.

Appraisal Information:  
**Company:** Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA  
**Appraised Value:** \$45,150  
**Date of Appraisal:** October 19, 2005

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value (9.6%) 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

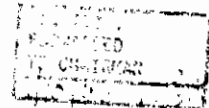
**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Tolson</i>			<i>Robert</i>	<i>Spink</i>	<i>1-11-06</i>	<i>1/11/06</i>	<i>1-11-06</i>	<i>1/11/06</i>	<i>AS 1/11/06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<i>C</i>
1-11-06	
849	
COUNTY ADMIN FORWARDED TO:	<i>P</i>
1-11-06	
11:30 AM	



This document prepared by  
Lee County Division of County Lands  
Project: Imperial Street Widening, #4060  
Parcel: 318-A

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 Marilyn Marshall, hereinafter referred to as SELLER, whose address is 27700 Imperial 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 parcel of land consisting of 17,981 square feet of land, more or less, and located at 27700 Imperial 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, inclusive of damages to the remainder ("Purchase Price") will be Forty-Nine Thousand Five Hundred Dollars (\$49,500), 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 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:**

\_\_\_\_\_  
Marilyn Marshall (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 – fmooffice@bwlk.net  
(Ph) 239-481-1331 (Fax) 239-481-1073

**Exhibit "A"**

Page 1 of 3

## LEGAL DESCRIPTION

Parcel 318-A Revised

### PART ONE

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

Begin at the southeast corner of the northeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence N.00°56'51" W. along the east line of said southwest quarter for 430.95 feet to an intersection with the mean high water line of the Imperial River as located on January 9 and 10, 2003; thence along said mean high water line for the following three (3) courses, (1) S.85°03'50"W. for 6.05 feet; (2) thence S.86°37'58"W. for 15.14 feet; (3) thence N.62°45'09"W. for 4.35 feet to an intersection with a line parallel with and 25.00 feet west of as measured at right angles to the aforementioned east line of said southwest quarter; thence S.00°56'51"E along said parallel line for 406.73 feet to an intersection with a line parallel with and 25.00 feet north of as measured at right angles to the south line of the northeast quarter of said southwest quarter; thence S.89°32'19"W. along said parallel line for 259.00 feet; thence S.00°56'51"E. for 25.00 feet to an intersection with the south line of the aforementioned northeast quarter of the southwest quarter of said Section 36; thence N.89°32'19"E. along said south line for 284.00 feet to the point of beginning.

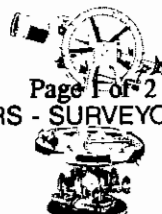
### PART TWO

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 southeast corner of the northeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence N.00°56'51"W. along the east line of said southwest quarter for 430.95 feet to an intersection with the mean high water line of the Imperial River as located on January 9 and 10, 2003; thence along said mean high water line for the following three (3) courses, (1) N.85°03'50"E. for 3.25 feet; (2) thence N.06°13'59"E. for 9.41 feet; (3) thence N.49°40'36"W. for 5.88 feet to an intersection with the aforementioned east line of said southwest quarter and the point of beginning of the herein described parcel of land; thence

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

Exhibit "A"

Bean, Whitaker, Lutz & Kareh, Inc.

Page 2 of 3

LEGAL DESCRIPTION

Parcel 318-A Revised

PART TWO (continued)

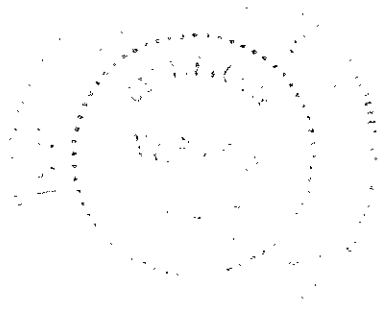
N.00°56'51"W. along said east line for 56.20 feet to an intersection with the aforementioned mean high water line; thence along said mean high water line for the following three (3) courses, (1) S.69°25'49"W. for 8.70 feet; (2) thence S.57°12'06"W. for 15.04 feet; (3) thence S.29°48'02"W. for 7.88 feet to an intersection with a line parallel with and 25.00 feet west of as measured at right angles to the aforementioned east line of said southwest quarter; thence S.00°56'51"E. along said parallel line for 11.99 feet to an intersection with the aforementioned mean high water line; thence along said mean high water line for the following four (4) courses, (1) S.81°57'12"E. for 8.18 feet; (2) thence S.75°12'38"E. for 13.43 feet; (3) thence S.06°49'05"W. for 16.36 feet; (4) thence S.49°40'36"E. for 8.27 feet to the point of beginning.

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

 Date: 7 MAR 05

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

PCL318-A\_Rev



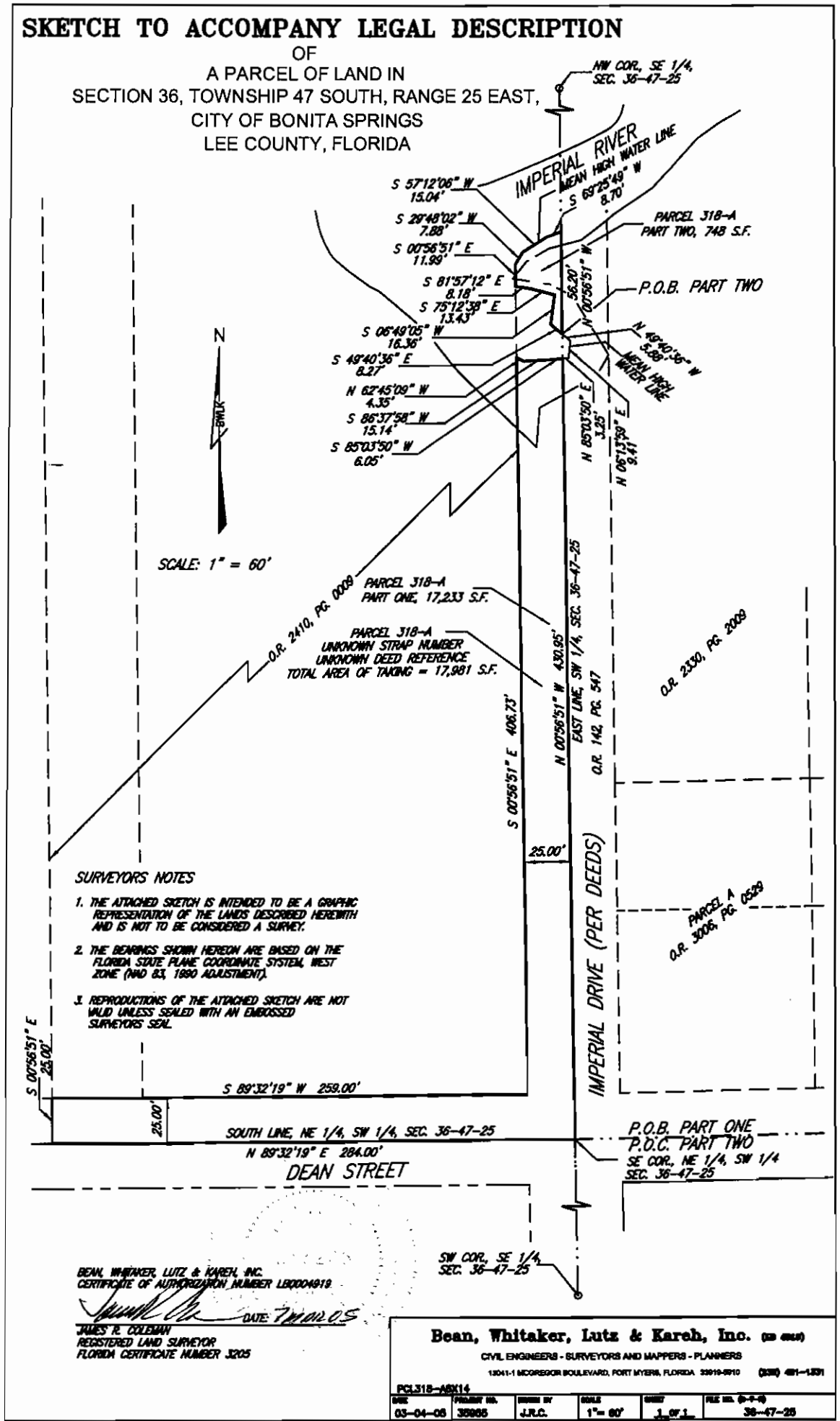


**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

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

Exhibit "A"

Page 3 of 3



- 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 (NAD 83, 1980 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 LB0004918  
*James R. Coleman* DATE: 7 MAR 05  
JAMES R. COLEMAN  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NUMBER 3205

**Bean, Whitaker, Lutz & Kareh, Inc. (INCORPORATED)**  
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-8910 (888) 481-1870

PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (P-P-#)
03-04-06	J.R.C.	1" = 60'	1 OF 1	36-47-25

# Memorandum From The Office of County Lands

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

From: Kenneth Pitt  
Title Examiner



RE: Imperial Street Widening, Project# 4060, Parcel 318A.

Search Request: Determine the owners of the lands that comprise the West 25 feet of Imperial Street, South of the Imperial River and North of Dean Street, located in Section 36, Township 47 South, Range 25 East, Lee County, Florida.

The Westerly 25 feet of Imperial Street (South of the Imperial River and North of Dean Street) is the Easterly 25 feet of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 36, Township 47 South Range 25 East. Said portion of Imperial Street being shown on the Plat of Bonita Gardens, recorded in Plat Book 8 Page 13, Public Records of Lee County, Florida. A portion of said plat (blocks 3-8 and roads south of Brower Street) were vacated by Resolution of the Board of County Commissioners of Lee County, Florida; said Resolution was recorded in Miscellaneous Book 31 Page 364, Public Records of Lee County, Florida.

**The fee title to the land comprising the aforementioned portion of Imperial Street is found in Marilyn Marshall.** She acquired title to the West 25 feet of Imperial Street, South of the Imperial River and North of Dean Street, located in Section 36, Township 47 South, Range 25 East, Lee County, Florida, as the heir of the Estate Raymond E. Rusk (no Will found of record, they also held the adjoining property to the west as joint tenants with right of survivorship by deed recorded in Official Record Book 2410 Page 9), deceased who died 5/14/1998. Raymond Rusk acquired title to said land as specific devisee under the Last will & Testament (Official Record Book 2399 Page 3122) of Geraldine Rusk, his wife. Geraldine Rusk

acquired said land as specific devisee under the Last Will & Testament (Official Record Book 1466 Page 593 of Monica F. Hunt, her stepmother. Monica Hunt and Mary Doddridge acquired Blocks 3-8 both inclusive, on the Plat-Bonita Gardens, recorded in Plat Book 8 Page 13, Public Records of Lee County, Florida, by a deed recorded in Deed Book 195 Page 195. Monica Hunt later acquired the interest of Mary Doddridge by deed recorded in Deed Book 242 Page 28. Monica Hunt then acquired the fee title to the streets that bordered blocks 3-8 on said plat by Resolution of the Board of County Commissioners of Lee County, Florida vacating that portion of the aforementioned plat located South of Brower Street, recorded in Miscellaneous Book 31 Page 364, Public Records of Lee County, Florida.

NOTE: Title to the land that borders the search area to the west, is held by Marilyn Marshall, as surviving joint tenant of Raymond E. Rusk, deceased; by deed recorded in Official Record Book 2410 Page 9, Public Records of Lee County, Florida. There is however no record of Administration of the Estate of Raymond Rusk in Lee County, only a Death Certificate recorded in official Record Book 2980 Page 3117, Public Records of Lee County, Florida, and it cannot be assumed that Marilyn Marshall was the only heir at law of said decedant. There is also a problem with the description of the land bordering the search area to the west, one call of the description "thence run Southeasterly along the shore line of the Imperial River, 320 feet more or less, to a point which is the intersection of the South shore line of the Imperial River and the above mentioned West quarter section line". The West Quarter Section line was used previously in the description as a baseline for use as a parallel, the correct call should be the intersection of South shore line of the Imperial River and the East quarter section line.



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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. 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  
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www.maxwellhendry.com

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

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

10/31/2005

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 #28, Parcel #318A, Appraisal of Right-of-Way Land located on the south side of the Imperial River and occupying the west portion of Imperial Street and the north portion of Dean Street, Bonita Springs, Lee County, FL in Section 36, Township 47S, Range 25E

Dear Mr. Clemens,

As you requested, an inspection and analysis have been made of the real property referenced above, which is described in the attached appraisal report. The purpose of this assignment is to formulate an opinion of the market value of the remaining fee simple\*(see below) interest in the land on an as is basis, as if free and clear of all liens, mortgages, encumbrances, and/or encroachments, except as amended in the body of this report.

As discussed in the analysis of Highest and Best Use, the shape, size, and orientation of the subject parcel makes the property undevelopable, except under a very few circumstances. In addition to being generally undevelopable, the subject property is also utilized as the access for the adjacent parcels and has a highest and best use of right-of-way. In valuing a property of this type, we are able to utilize the Across the Fence Method. At one point in the early 1900's, there was a bridge over the Imperial River at Imperial Street. It appears the Westerly 25 feet of Imperial Street (South of the Imperial River) and the North 25 feet of Dean Street were shown on the plat of Bonita Gardens recorded in Plat Book 8, Page 13, Public Records of Lee County, Florida. A portion of the roads on said plat were vacated by the Board of County Commissioners of Lee County, Florida, by Resolution recorded in Miscellaneous Book 31, Page 364. Through the chain of title, the land comprising the aforementioned streets is found to be owned by Marilyn Marshall.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. The appraiser qualifications, licenses, and general assumptions and limiting conditions are included in the Imperial Street Widening Data Book. The Data Book is an integral part of this report and this report cannot be fully understood without the Data Book.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), & Title XI Regulations.

Maxwell & Hendry Valuation Services, Inc. does not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the public by the use of media for public communication without the prior written consent of the appraiser signing this report.

By reason of our investigation and analysis, data contained in this report, and our experience in the real estate appraisal business, it is our opinion the Amount Due Owner, as of 10/19/2005, is:

FORTY FIVE THOUSAND ONE HUNDRED FIFTY DOLLARS - (\$45,150)

Please refer to the attached appraisal report, and exhibits, for documentation of these value opinions contained herein. It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if we can be of further service, please feel free to contact us.

Respectfully submitted,

W. Michael Maxwell, MAI, SRA  
President  
RZ 55

Matthew H. Caldwell  
Associate Appraiser  
RI 9277



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

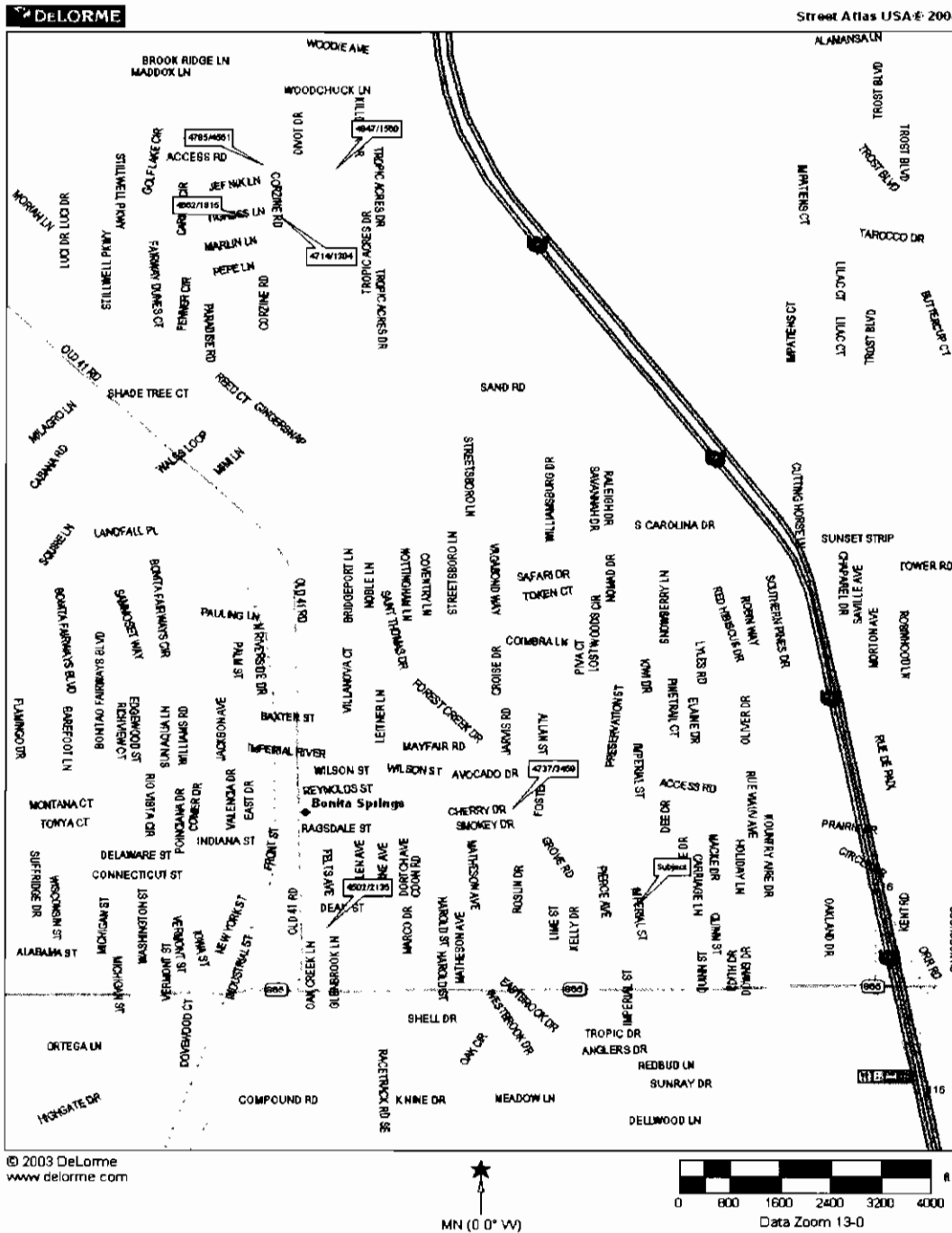
## Section One – Executive Summary

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<b>Property reference:</b>	Imperial Street Right-of-Way
<b>Property type:</b>	Right-of-Way Land
<b>Address:</b>	Located on the south side of the Imperial River and occupying the west portion of Imperial Street and the north portion of Dean Street, Bonita Springs, Lee County, FL 34135 in Section 36, Township 47S, Range 25E
<b>STRAP:</b>	N/A
<b>Census Tract:</b>	505
<b>Owner of Record:</b>	Marilyn Marshall
<b>Western Imperial Street</b>	10,881 / 0.25
<b>Site area (sq. ft.) / (acres):</b>	
<b>Northern Dean Street</b>	7,100 / 0.16 (25' x 284')
<b>Site area (sq. ft.) / (acres):</b>	
<b>Zoning:</b>	TFC-2
<b>Land Use:</b>	Medium Density Single Family/Duplex Residential
<b>Highest &amp; Best Use - Vacant:</b>	Right-of-Way
<b>Highest &amp; Best Use - After Take:</b>	Right-of-Way
<b>Condition appraised:</b>	As Is
<b>Interest appraised:</b>	Fee Simple Remainder *(Subject to right-of-way use)
<b>Value appraised:</b>	Market Value
<b>Date of inspection:</b>	10/19/2005
<b>Date of value:</b>	10/19/2005
<b>Date of report:</b>	10/31/2005
<b>Cost Approach:</b>	Not applicable
<b>Sales Comparison Approach:</b>	\$45,150
<b>Income Capitalization Approach:</b>	Not applicable
<b>Amount Due Owner:</b>	\$45,150
<b>Departures Invoked:</b>	None.
<b>Hypothetical Conditions:</b>	None.
<b>Extraordinary Assumptions:</b>	See Imperial Street Data Book
<b>Appraisers:</b>	W. Michael Maxwell, MAI, SRA; Matthew H. Caldwell

# Sales Comparison Approach

## Land Sales Map



© 2003 DeLorme  
www.delorme.com

MN (0° 0' W)

0 600 1600 2400 3200 4000  
Data Zoom 13-0



*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 9, 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 318-A (Whole), 533-A and 533-C (Whole), 333, 335, and  
339 (Partial)

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. 318-A

Imperial Street Widening  
Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

**NO SALES in PAST 5 YEARS**