

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

Blue Sheet No. 20060020

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$63,567 for Parcels 333, 335, and 339, 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

CCM

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 1/10/06
 By: Karen L.W. Forsyth, Director *[Signature]*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest in 37,263 square feet of vacant land

Property Details:

Owner: Silver Oaks Properties, LLC, a Florida Limited Liability Company
Address: 27151/ 27251 Imperial Street, Bonita Springs, FL 34135
STRAP No. 36-47-25-B2-00007.0010, 0020, and 0030

Purchase Details:

Binding Offer Amount: \$63,567 (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 \$63,567, and commence Eminent Domain procedures.

Appraisal Information:

Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$63,567 (\$25,662 value of land and \$37,905 severance damages)
Date of Appraisal: December 7, 2005

Staff Recommendation: 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

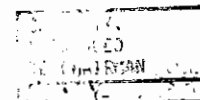
10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 1-11-06	<i>[Signature]</i> 1-11-06	<i>[Signature]</i> 1-11-06	<i>[Signature]</i> 1/11	<i>[Signature]</i> 1/11/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
1-11-06
\$ 46
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
1-11-06
11-367



This document prepared by
Lee County Division of County Lands
Project: Imperial Street Widening, #4060
Parcels: 333, 335, and 339
STRAP No.: 36-47-25-B2-00007.0010, 0020, and 0030

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 Silver Oaks Properties, LLC, a Florida Limited Liability Company, hereinafter referred to as SELLER, whose address is 27867 Carl Circle, 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 37,263 square feet, more or less, and located at 27151/27251 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 Sixty-Three Thousand Five Hundred Sixty-Seven Dollars (\$63,567), 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:

CHARLIE GREEN, CLERK

BY: _____

DEPUTY CLERK (DATE)

SELLER:

Silver Oaks Properties, LLC,
a Florida Limited Liability Company

By: _____
(DATE)

Name/Title

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)

James R. Coleman & Associates, Inc.
Land Surveying Consultants

6238 Presidential Court Unit 2
Fort Myers, Florida 33919

Phone (239) 433-2070
Fax (239) 433-5126

Exhibit "A"
Page 1 of 6

LEGAL DESCRIPTION

Parcel 333

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 southwest corner the southwest quarter of the northwest quarter of the northeast quarter of Section 36, Township 47 South, Range 25 East, thence N.89°00'00"E. along the south line of the southwest quarter of the northwest quarter of the northeast quarter of said Section 36 for 30.00 feet to the point of beginning of the herein described parcel of land; Thence continue N.89°00'00"E. along said south line for 70.02 feet to an intersection with the arc of a circular curve concave to the east at a point bearing S.89°06'56"W. from the radius point of said curve; thence northerly along the arc of said curve having for its elements a radius of 5,307.50 feet and a central angle of 01°31'01" for 140.52 feet to an intersection with the north line of that certain parcel of land described in Official Record Book 3516 at Page 231 of the Public Records of Lee County, Florida; thence S.89°00'00"W. along said north line for 72.28 to an intersection with a line parallel with and 30.00 feet easterly of as measured at right angles to the west line of the northeast quarter of the aforementioned Section 36; thence S.01°02'44"E. along said parallel line for 140.50 feet to the point of beginning.

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



Date: 17 FEB 2003

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCAPCL333

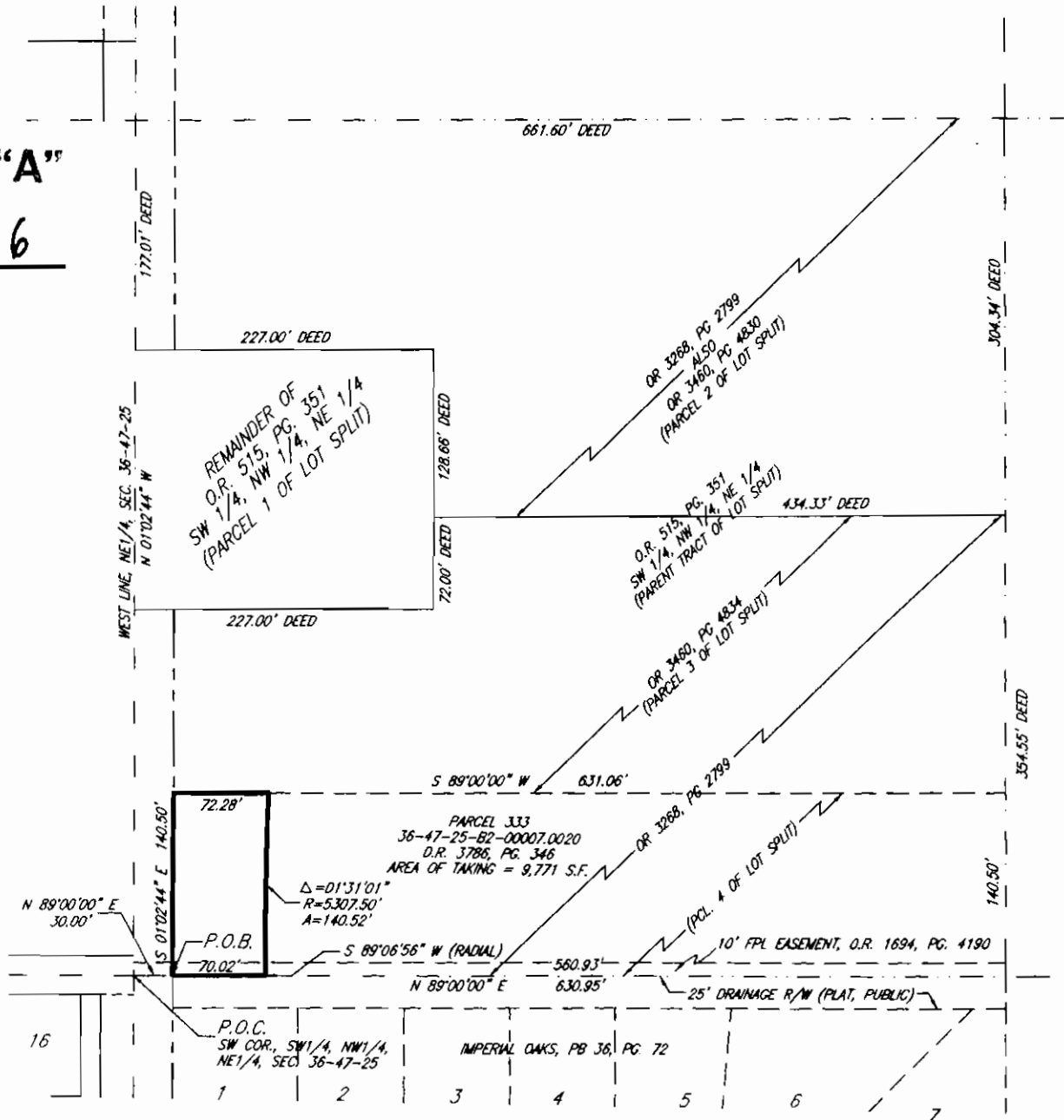


James R. Coleman & Associates, Inc.

Land Surveying Consultants
6238 Presidential Court, Unit 2
Fort Myers, Florida 33919
Phone: (239) 433-2070

DATE	JOB NO.	DRAWING NO.
DECEMBER, 2002	308456	PC1333
DATE	REVISION	BY

Exhibit "A"
Page 2 of 6



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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 ADJUSTMENT).

JAMES R. COLEMAN & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER RLB0005983
James R. Coleman
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205
DATE: 1/7/2003

James R. Coleman & Associates, Inc.
Land Surveying Consultants

6238 Presidential Court Unit 2
Fort Myers, Florida 33919

Phone (239) 433-2070
Fax (239) 433-5126

Exhibit "A"

Page 3 of 6

LEGAL DESCRIPTION

Parcel 335

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 southwest corner the southwest quarter of the northwest quarter of the northeast quarter of Section 36, Township 47 South, Range 25 East, thence N.01°02'44"W. along the west line of the northeast quarter of said Section 36 for 482.25 feet; thence N.88°54'49"E. for 30.00 feet to the point of beginning of the herein described parcel of land; thence continue N.88°54'49"E. for 91.45 feet to an intersection with the arc of a circular curve concave to the northwest at a point bearing S.87°49'33"E. from the radius point of said curve; thence northeasterly and northerly along the arc of said curve having for its elements a radius of 5,417.50 feet and a central angle of 01°52'22" for 177.07 feet to an intersection with the north line of that certain parcel of land described in Official Record Book 3268 at Page 2799 of the Public Records of Lee County, Florida; thence S.89°02'47"W. along said north line for 98.50 to an intersection with a line parallel with and 30.00 feet easterly of as measured at right angles to the west line of the northeast quarter of the aforementioned Section 36; thence S.01°02'44"E. along said parallel line for 177.14 feet to the point of beginning.

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



Date: 17 FEB 2003

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCAPCL335



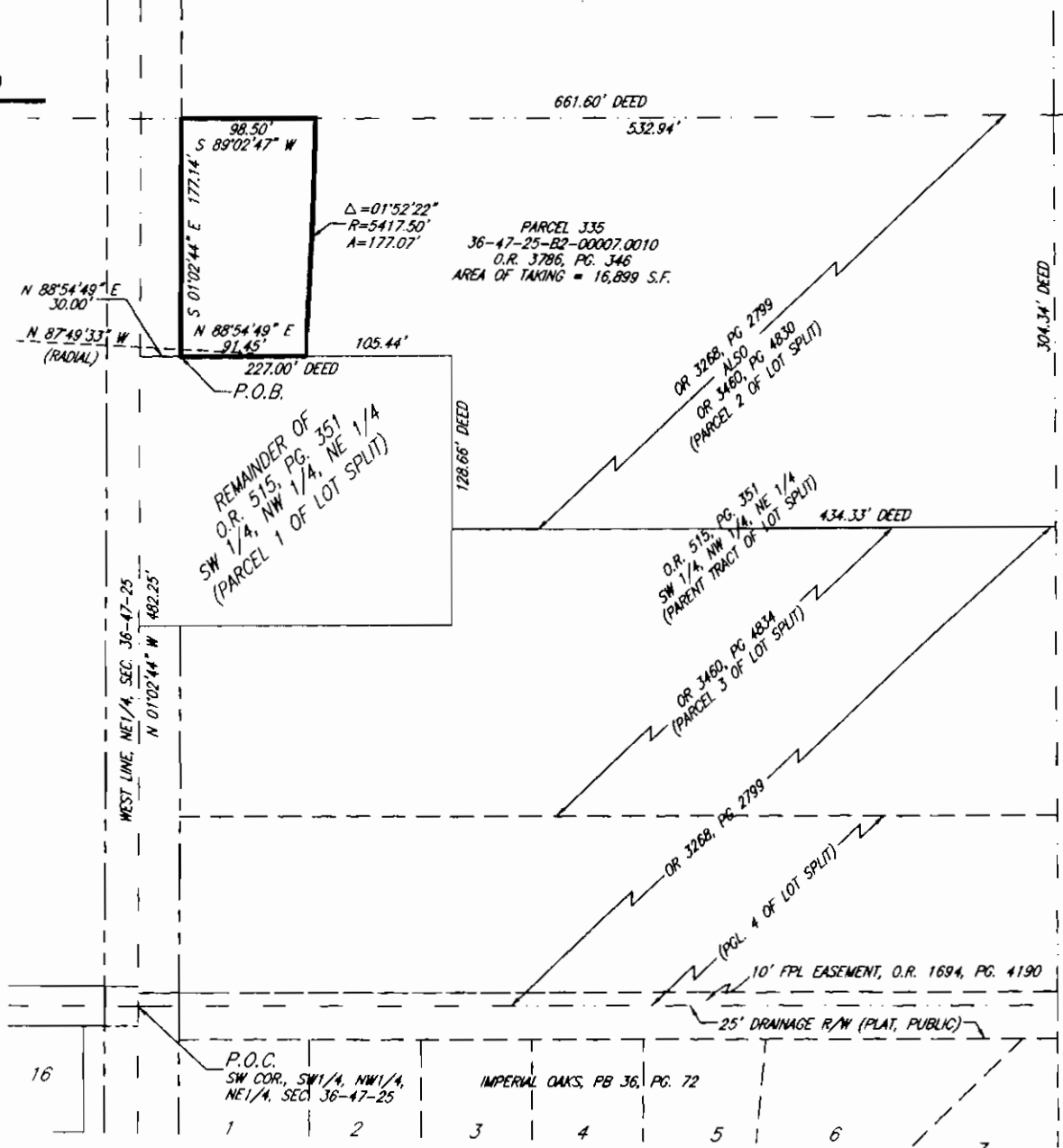
James R. Coleman & Associates, Inc.

Land Surveying Consultants
6238 Presidential Court, Unit 2
Fort Myers, Florida 33919
Phone: (239) 433-2070

DATE	JOB NO.	DRAWING NO.
DECEMBER, 2002	308456	PCJ 335
DATE	REASON	BY

Exhibit "A"

Page 4 of 6



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HEREMITH 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 ADJUSTMENT).



JAMES R. COLEMAN & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER SLB0005983

James R. Coleman
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

DATE: 1/17/2003

James R. Coleman & Associates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2
Fort Myers, Florida 33919

Phone (239) 433-2070
Fax (239) 433-5126

Exhibit "A"

Page 5 of 6

LEGAL DESCRIPTION

Parcel 339

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 southwest corner the southwest quarter of the northwest quarter of the northeast quarter of Section 36, Township 47 South, Range 25 East, thence N.01°02'44"W. along the west line of the northeast quarter of said Section 36 for 140.50 feet; thence N.89°00'00"E. for 30.00 feet to the point of beginning of the herein described parcel of land; thence continue N.89°00'00"E. for 72.28 feet to an intersection with the arc of a circular curve concave to the southeast at a point bearing N.89°22'03"W. from the radius point of said curve; thence northeasterly along the arc of said curve having for its elements a radius of 5,307.50 feet and a central angle of 01°31'38" for 141.48 feet; thence S.88°54'49"W. for 78.30 to an intersection with a line parallel with and 30.00 feet easterly of as measured at right angles to the west line of the northeast quarter of the aforementioned Section 36; thence S.01°02'44"E. along said parallel line for 141.24 feet to the point of beginning.

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



Date: 17 FEB 2003

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCAPCL339

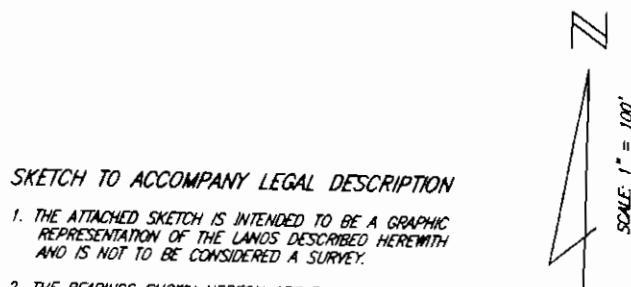
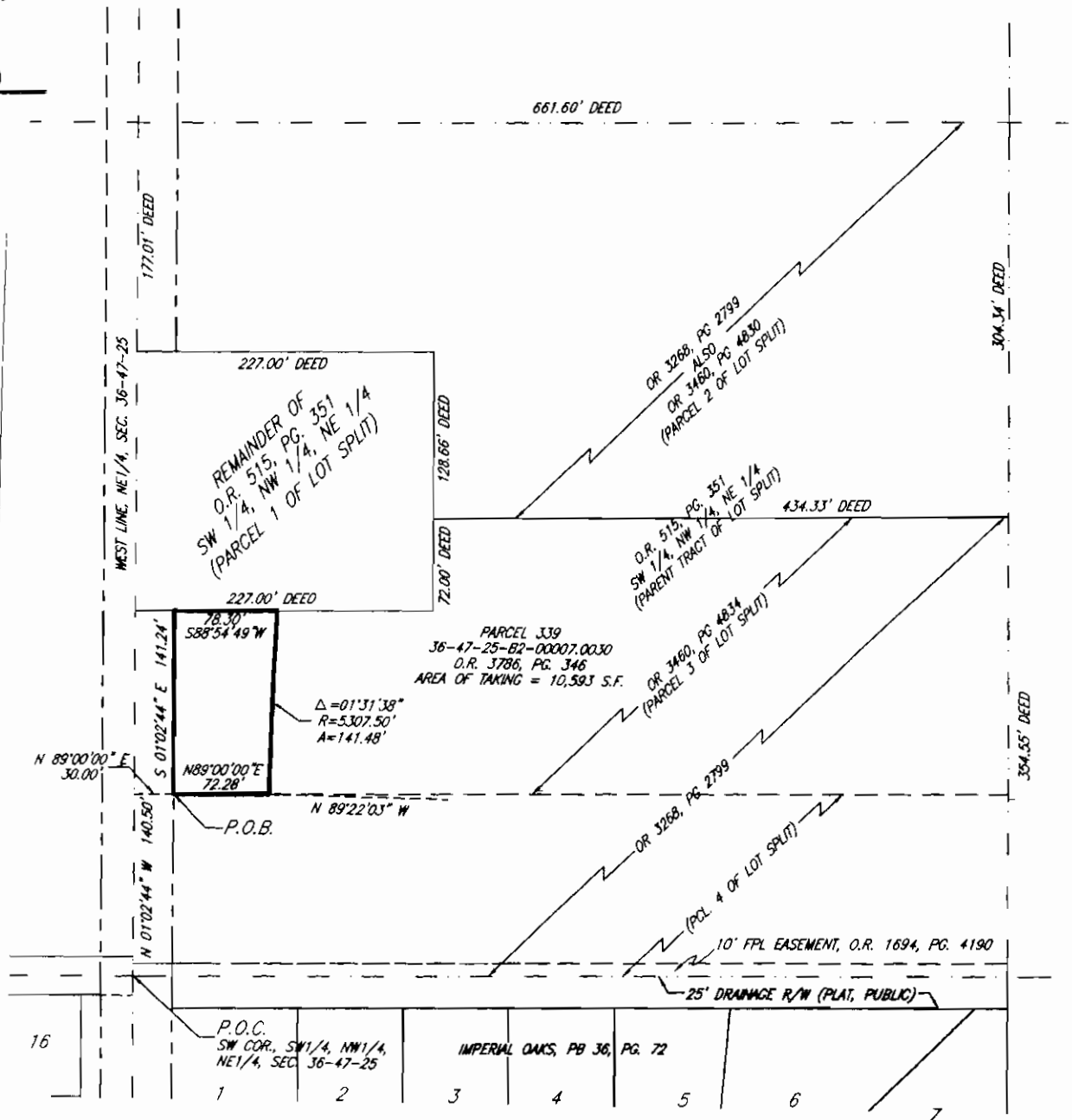


James R. Coleman & Associates, Inc.

Land Surveying Consultants
6238 Presidential Court, Unit 2
Fort Myers, Florida 33919
Phone: (239) 433-2070

DATE	JOB NO.	DRAWING NO.
DECEMBER, 2002	308456	PCL 339

Exhibit "A"
Page 6 of 6



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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 ADJUSTMENT).

JAMES R. COLEMAN & ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER LB0005983

 JAMES R. COLEMAN
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205
 DATE: 7 FEB 2003

Division of County Lands

Ownership and Easement Search

Search No. 22379

Date: December 16, 2002

Parcel: 335, 333, 339

Project: Imperial Street Widening

Project 4060

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

From: Shelia A. Bedwell, GLS
Real Estate Title Examiner *Shelia A. Bedwell*

STRAP: 36-47-25-B2-00007.0010; ~~.0020~~ and .0030

Effective Date: ¹⁻⁶⁻⁰⁶ ~~November 29, 2002~~, at 5:00 p.m. TLM

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

SILVER OAKS PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
~~David W. Finley and Janet M. Finley~~

by that certain instrument dated ^{NOVEMBER 4, 2004} ~~November 20, 2002~~, recorded ~~November 26, 2002~~, in Official Record Book ~~3786~~, Page ~~346~~, Public Records of Lee County, Florida.
^{4483 1601}

Easements:

- 1). Subject to a driveway access easement across the South 20 feet of the West 40 feet of Parcel 335, as described in instrument recorded in Official Record Book 3786, Page 346, Public Records of Lee County, Florida.
- 2). Easement to Florida Power & Light Company along the Southerly 10 feet of Parcel 339, as recorded in Official Record Book 1694, Page 4190, Public Records of Lee County, Florida.

NOTE(1): Notice of Lot Split Approval, recorded in Official Record Book 3443, Page 4088, Public Records of Lee County, Florida.

NOTE(2): Mortgage executed by David W. Finley, individually, and Jane M. Finley, in favor of K-2 Ventures, LLC, a Florida limited liability company, dated November 20, 2002, recorded November 26, 2002, in Official Record Book 3786, Page 349, Public Records of Lee County, Florida. The mortgagor and mortgagee have been reversed on the Mortgage Deed. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Division of County Lands

Ownership and Easement Search

Search No. 22379

Date: December 16, 2002

Parcel: 335, 333, 339

Project: Imperial Street Widening

Project 4060

Tax Status: 2002 Ad Valorem Taxes are PAID IN FULL.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Schedule X

Parcel 335, 333, 339

Project: Imperial Street Widening Project 4060

Search No. 22379

Parcel 335:

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

Commencing at the Southwest corner of the above-described parcel, said point being the intersection of the centerline of IMPERIAL STREET and the North line of Imperial Oaks as recorded in Plat Book 36, Pages 72 and 73 of the Public Records of Lee County, Florida, run N 00° 02' 30" W along the centerline of Imperial Street (also the N-S 1/4 Section line) for 482.35 feet to the Point of Beginning of the herein described parcel; from said Point of Beginning continue along the last described course for 177.01 feet; thence run S 89° 57' 35" E for 661.60 feet; thence run S 00° 00' 30" W for 304.34 feet; thence run S 89° 55' 30" W for 434.33 feet; thence run N 00° 02' 30" W for 128.66 feet; thence run S 89° 55' 30" W for 227.00 feet to the Point of Beginning. LESS THE West 30 feet for road right of way purposes. Containing 3.96 acres more or less including road right of way. Containing 3.84 acres more or less excluding road right of way. Subject to a driveway access agreement across the South 20 feet of the West 40 feet lying East of the Imperial Street right-of-way.

Parcel 333:

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

Beginning at the Southwest corner of the above described parcel, said point being the intersection of the centerline of Imperial Street and the North line of Imperial Oaks as recorded in Plat Book 36, Pages 72 and 73 of the Public Records of Lee County, Florida, run N 00° 02' 30" W along the centerline of Imperial Street (also the N-S 1/4 Section line) for 281.69 feet; thence run N 89° 55' 30" E for 227.00 feet; thence run N 00° 02' 30" W for 72.00 feet; thence run N 89° 55' 30" E for 434.33 feet; thence run S 00° 00' 30" W for 354.55 feet to the Northeast corner of said Imperial Oaks; thence run West along the North line of said Imperial Oaks for 661.02 feet to the Point of Beginning. LESS THE West 30 feet for road right of way purposes, AND, LESS AND EXCEPT THE SOUTH 140.5 feet.

Parcel 339:

The South 140.5 feet of the following:

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

Beginning at the Southwest corner of the above described parcel, said point being the intersection of the centerline of Imperial Street and the North line of Imperial Oaks as recorded in Plat Book 36, Pages 72 and 73 of the Public Records of Lee County, Florida, run N 00° 02' 30" W along the centerline of Imperial Street (also the N-S 1/4 Section line) for 281.69 feet; thence run N 89° 55' 30" E for 227.00 feet; thence run N 00° 02' 30" W for 72.00 feet; thence run N 89° 55' 30" E for 434.33 feet; thence run S 00° 00' 30" W for 354.55 feet to the Northeast corner of said Imperial Oaks; thence run West along the North line of said Imperial Oaks for 661.02 feet to the Point of Beginning. LESS THE West 30 feet for road right of way purposes.

Prepared By and Return To:
Keren A. Tomlinson
Fidelity National Title Insurance Company
15611 New Hampshire Court, Suite B
Fort Myers, FL 33908

File No. 04-026-2701440

Property Appraiser's Parcel I.D. (folio) Number (s)
36-47-25-B2-00007.0010



INSTR # 6510202
OR BK 04483 Pgs 1601 - 1603; (3pgs)
RECORDED 11/04/2004 09:06:37 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 27.00
DEED DOC 1,122.10
DEPUTY CLERK P Haywood

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED executed October 21, 2004, by David W. Finley and Janet M. Finley, husband and wife, first party, to Silver Oaks Properties, LLC, a Florida Limited Liability Company whose post office address is 27867 Carl Circle Bonita Springs, Fl 34135, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

3

WITNESSETH, that the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Lee State of Florida, to-wit:

SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.



IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

WITNESSETH:

[Handwritten Signature]
(Witness Signature)
Karen A. Tomlinson

(Print Name of Witness)

[Handwritten Signature]
(Witness Signature)

Phyllis J. Witt
(Print Name of Witness)

[Handwritten Signature]
David W. Finley
[Handwritten Signature]
Janet M. Finley

STATE of Florida
COUNTY of Vol

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared

David W. Finley & Janet M. Finley
to me known to be the person(s) described in or who has/have produced _____
as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of October, 2004.



[Handwritten Signature]
Notary Signature

Printed Notary Name

My commission expires:

File No. 04-026-2701440
Title Order No. 02701440

EXHIBIT ONE

Parcel 1:

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

Commencing at the Southwest corner of the above-described parcel, said point being the intersection of the centerline of Imperial Street and the North line of Imperial Oaks as recorded in Plat Book 36, Pages 72 and 73 of the Public Records of Lee County, Florida, run North 00 degrees 02' 30" West along the centerline of Imperial Street (also the N-S 1/4 Section line) for 482.35 feet to the Point of Beginning of the herein described parcel; from said Point of Beginning continue along the last described course for 177.01 feet; thence run South 89 degrees 57' 35" East for 661.60 feet; thence run South 00 degrees 00' 30" West for 304.34 feet; thence run South 89 degrees 55' 30" West for 434.33 feet; thence run North 00 degrees 02' 30" West for 128.66 feet; thence run South 89 degrees 55' 30" West for 227.00 feet to the Point of Beginning; Less the West 30 feet for road right-of-way purposes.

Parcel 2:

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

Beginning at the Southwest corner of the above described parcel, said point being the intersection of the centerline of Imperial Street and the North line of Imperial Oaks as recorded in Plat Book 36, Pages 72 and 73 of the Public Records of Lee County, Florida, run North 00 degrees 02' 30" West along the centerline of Imperial Street (also the N-S 1/4 Section line) for 281.69 feet; thence run North 89 degrees 55' 30" East for 227.00 feet; thence run North 00 degrees 02' 30" West for 72.00 feet; thence run North 89 degrees 55' 30" East for 434.33 feet; thence run South 00 degrees 00' 30" West for 354.55 feet to the Northeast corner of said Imperial Oaks; thence run West along the North line of said Imperial Oaks for 661.02 feet to the Point of Beginning; Less the West 30 feet for road right-of-way purposes, And Less and Except the South 140.5 feet.

Parcel 3:

The South 140.5 feet of the following:

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

Beginning at the Southwest corner of the above described parcel, said point being the intersection of the centerline of Imperial Street and the North line of Imperial Oaks as recorded in Plat Book 36, Pages 72 and 73 of the Public Records of Lee County, Florida, run North 00 degrees 02' 30" West along the centerline of Imperial Street (also the N-S 1/4 Section line) for 281.69 feet; thence run North 89 degrees 55' 30" East for 227.00 feet; thence run North 00 degrees 02' 30" West for 72.00 feet; thence run North 89 degrees 55' 30" East for 434.33 feet; thence run South 00 degrees 00' 30" West for 354.55 feet to the Northeast corner of said Imperial Oaks; thence run West along the North line of said Imperial Oaks for 661.02 feet to the Point of Beginning; Less the West 30 feet for road right-of-way purposes.



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. Coldwell
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

January 4, 2006

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, Parcels #333/335/339 (Silver Oaks Property),
Appraisal of Residential Land located at 27151/27251 Imperial Street, Bonita
Springs, Lee County, FL in Section 36, 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 Compensation Due the Owner, as a result of a partial taking by Lee County

The subject of this report is currently divided into three take parcels. These three parcels are contiguous, share the same ownership, and have an approved subdivision plat with a development order in place. Basic subdivision improvements were being constructed at the time of inspection. It is our opinion that the subdivision improvements (lots, etc.) will not be damaged by the taking. Therefore, the subdivision improvements are not included in the parent tract value before the take. This is a hypothetical condition of this appraisal.

The entirety of the takings will encompass the areas set aside as tortoise preserve along the eastern side of Imperial Street. Lee County will mitigate the loss of the take areas and move the tortoises to another location, at their expense. As an extraordinary assumption of this report, the removal of this preserve does not constitute a proportional loss of units and the property would be approved for the same number of units. Additionally, there are dry retention areas as buffer between the tortoise preserve and the western tier of lots. While it is our opinion that the retention areas could suffer damages from the addition of traffic lanes, good planning practices, such as the infill of vegetation, berms, etc., should remove any possible negative impact on the western lots.

This report is based on a physical analysis of the site and affected improvements (if any), 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 with out the use of the Data Book.

The Compensation Due the Owner, as of December 7, 2005 is:

SIXTY THREE THOUSAND FIVE HUNDRED SIXTY SEVEN DOLLARS - (\$63,567)
*(Value of the Part Taken - \$25,662; Severance Damages - \$37,905)

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, RZ 55



Matthew H. Caldwell,
Associate Appraiser, RI 9277



Section One – Executive Summary

Property reference:	Oak Ridge Subdivision (aka The Preserve II)
Property type:	Residential Land
Address:	27151/27251 Imperial Street, Bonita Springs, Lee County, FL 34135 in Section 36, Township 47S, Range 25E.
Location:	Located on the east side of Imperial Street, one- quarter mile south of East Terry Street.
STRAP:	36-47-25-B2-00007.0010; .0020; .0030 /
Census Tract:	504
Owner of Record:	Silver Oaks Properties, LLC /
Site area (sq. ft.) / (acres):	376,725 / 8.65 /
Take area (sq. ft.) / (acres):	37,263 / 0.8554 /
Remainder Area (sq. ft.) / (acres):	339,462 / 7.7946 /
Zoning:	RS-1
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:	12/07/2005
Date of value:	12/07/2005
Date of report:	01/04/2006
Value of the Whole before Take:	\$1,389,717
Value of the Part Taken:	\$25,662
Remainder Value as Part of Whole:	\$1,364,055
Remainder Value after Take	\$1,326,150
Severance Damages	\$37,905
Compensation Due the Owner	\$63,567
Departures Invoked:	None
Hypothetical Conditions:	None
Extraordinary Assumptions:	See Scope of Work
Appraisers:	W. Michael Maxwell, MAI, SRA; Matthew H. Caldwell



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 Nos. 333, 335, and 339

Imperial Street Widening Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
David W. Finley and Janet M. Finley	Silver Oaks Properties, LLC	\$160,300	11/04	N
Sergio Cortella and Silvana Rizzi Cortella, h/w	David W. Finley and Janet M. Finley	\$317,500	11/02	Y

NOTE: Sale(s) relate to "parent tract" of the subject parcel.