

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

**Blue Sheet No. 20060481**

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for the acquisition of Parcel 1021, Imperial Street Widening, Project No. 4060, in the amount of \$16,700; authorize payment of costs to close and authorize the Division of County Lands to handle all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** The Board avoids Eminent Domain.

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

<b>4. Departmental Category:</b> 6		<b>CGA</b>	<b>5. Meeting Date:</b> <b>05-09-2006</b>	
<b>6. Agenda:</b>		<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute	73 & 125		<b>Commissioner</b>
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance			<b>Department</b> Independent
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code			<b>Division</b> County Lands TLM 4/21/06
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other	Blue Sheet 20051846		<b>By:</b> 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:**

**Purchase Price:** \$16,700 (inclusive of attorney and expert fees/costs)

**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 can be justified considering the costs associated with condemnation proceedings estimated to be between \$6,000-\$8,000, **excluding** land value increases, and attorney fees and costs.

**Account:** 20406063000.506110

**Attachments:** Purchase Agreement; Affidavit of Interest in Real Property; Title Data; Appraisal Data; E-Mail from City of Bonita Springs; 5-Year Sales History

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>DAO 4/25</i>	<i>Robert</i>	<i>4/26/06</i>	<i>5/12/06</i>	<i>RK 4/26/06</i>	<i>4/26/06</i>	<i>H. Sullivan</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>CP</i>
4-26-06
2pm
COUNTY ADMIN FORWARDED TO: <i>JK</i>
4/27/06
4:30pm

Rec. by CoAtty
Date: <i>4/26/06</i>
Time: <i>11:20 am</i>
Forwarded To: Admin.
<i>4/26/06 1:40 pm</i>

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 7<sup>th</sup> day of APRIL, 2006, 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 Sixteen Thousand Seven Hundred Dollars (\$16,700), 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:

*Diana D. Carr*

*Sandra C Roberts*

**SELLER:**

Vision Baptist Church of Bonita Springs,  
Inc., a Florida Non-Profit Corporation

By: *John K. Roberts* *4/7/06*  
(DATE)

*John K. Roberts, PRESIDENT*  
Name and Title of Officer

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

**BUYER:**

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)



# Bean, Whitaker, Lutz & Kareh, Inc.

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

## Exhibit "A"

Page 1 of 2

### LEGAL DESCRIPTION

Parcel 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

Date: 03 JUN 05

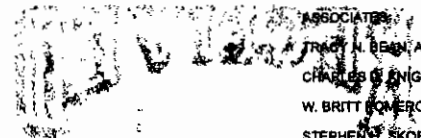
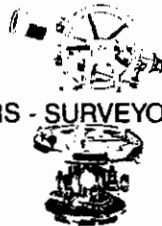
James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

Pcl1021.doc

**PRINCIPALS:**

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

**CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS**



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





Project: Imperial Street Widening #4060  
Parcel 1021

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 7<sup>th</sup> day of APRIL, 2006, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Vision Baptist Church of Bonita Springs, Inc., a Florida Non-Profit Corporation  
Post Office Box 1212, Bonita Springs, FL 34133

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. NONE
2. NONE
3. NONE
4. NONE

The real property to be conveyed to Lee County is known as: See attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

WITNESSES:

Edward P. Travis  
Witness Signature

EDWARD P. TRAVIS  
Printed Name

Wendy Luckwick  
Witness Signature

Wendy Luckwick  
Printed Name

Vision Baptist Church of Bonita Springs,  
Inc., a Florida Non-Profit Corporation

BY: John K. Roberts

John K. Roberts, President  
Name/Title (DATE)

**Affidavit of Interest in Real Property**

Project: Imperial Street Widening #4060  
Parcel 1021

STATE OF Florida

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 7th day of April, 2006,  
by John K. Roberts, President, of Vision Baptist Church of Bonita Springs, Inc., a Florida  
Non-Profit Corporation, on behalf of the corporation. He is personally known to me or who  
has produced drives license as identification.

(SEAL)



Nita Patel  
My Commission DD230848  
Expires July 10, 2007

[Signature]  
(Notary Signature)

NITA PATEL  
(Print, type or stamp name of Notary)

Personally known \_\_\_\_\_  
OR Produced Identification drives license  
Type of Identification \_\_\_\_\_



# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard  
Fort Myers, Florida 33919-5910  
email - fmooffice@bwk.net  
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## Exhibit "A"

Page 1 of 2

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

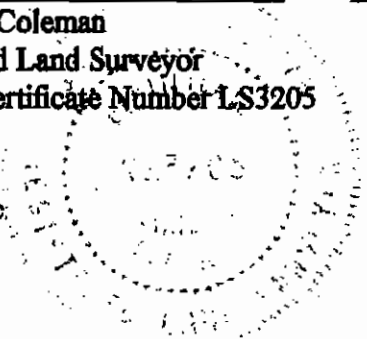
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Bean, Whitaker, Lutz & Kareh, Inc.  
Certificate of Authorization Number LB0004919

Date: 03 JUN 05

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

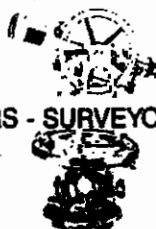
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#### PRINCIPALS:

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CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



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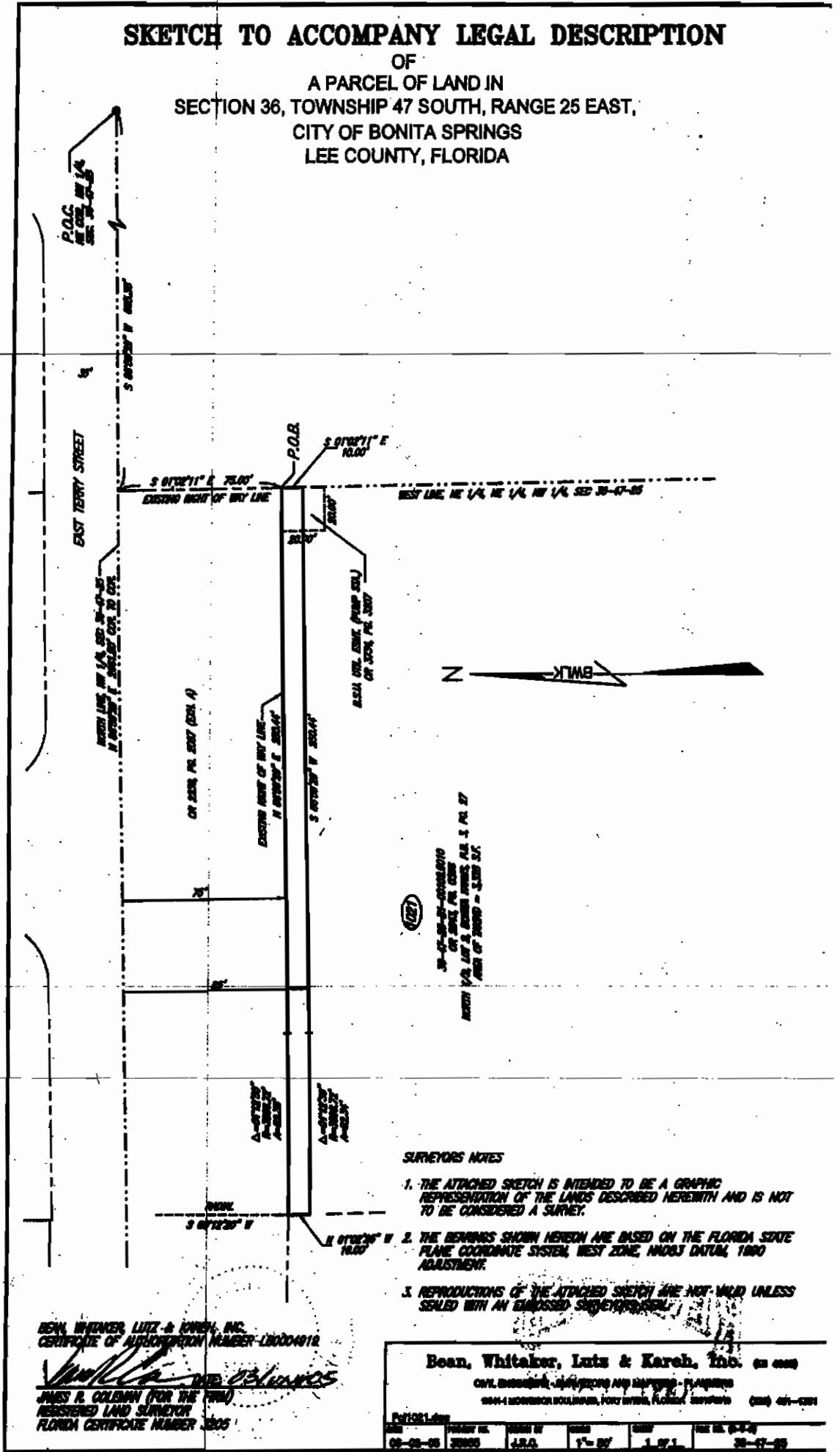
**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

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, 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 REGISTRATION NUMBER LB0004912

*James R. Coleman*  
JAMES R. COLEMAN (FOR THE FIRM)  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NUMBER 12005

**Bean, Whitaker, Lutz & Kareh, Inc.** (a/c 0000)  
CIVIL ENGINEERING, SURVEYING AND MAPPING - PLANNERS  
2004-1 MONROE BOULEVARD, FORT WORTH, FLORIDA 32609 (214) 491-0201

Professional Seal: J.R.A. 1" x 5" 1 OF 1 20-47-05

**Division of County Lands****Updated Ownership and Easement Search**

Search No. 36-47-25-B1-00102.0010

Date: March 6, 2006

Parcel: 1021

Project: Imperial Street Widening, Project 4060

To: Teresa L. Mann, SRWA  
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS  
Property Acquisition Assistant

STRAP: 36-47-25-B1-00102.0010

Effective Date: March 2, 2006, at 5:00 p.m.

**Subject Property:** See attached Exhibit "A"

Title to the subject property is vested in the following:

**Vision Baptist Church of Bonita Springs, Inc., a Florida non-profit corporation**

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. Grant of Utility Easement to Bonita Springs Utilities, Inc., recorded in Official Record Book 3734, Page 3207, Public Records of Lee County, Florida.

NOTE(1): Restrictive Covenant with Vested Interest, recorded in Official Record Book 2868, Page 1599 and Official Record Book 2872, Page 1705, Public Records of Lee County, Florida.

NOTE(2): Mortgage executed by Vision Baptist Church of Bonita Springs, Inc., a Florida not-for-profit corporation in favor of James C. Redding, Sr., Trustee of the James C. Redding, Sr. Revocable Trust dated November 10, 1998, dated April 20, 1999, recorded April 22, 1999, in Official Record Book 3107, Page 3225, Public Records of Lee County, Florida.

NOTE(3): Notice of Development Order Approval, recorded in Official Record Book 3490, Page 2723, Public Records of Lee County, Florida.

**Tax Status:** 2005 taxes due and payable in the amount of \$3,532.86.  
*(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.**



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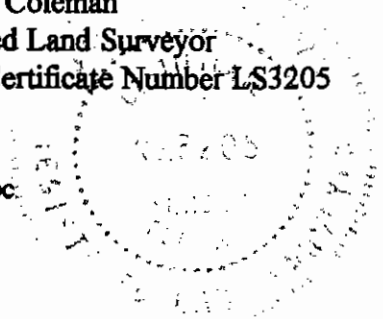
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CONSULTING ENGINEERS - SURVEYORS AND MAPPERS, PLANNERS

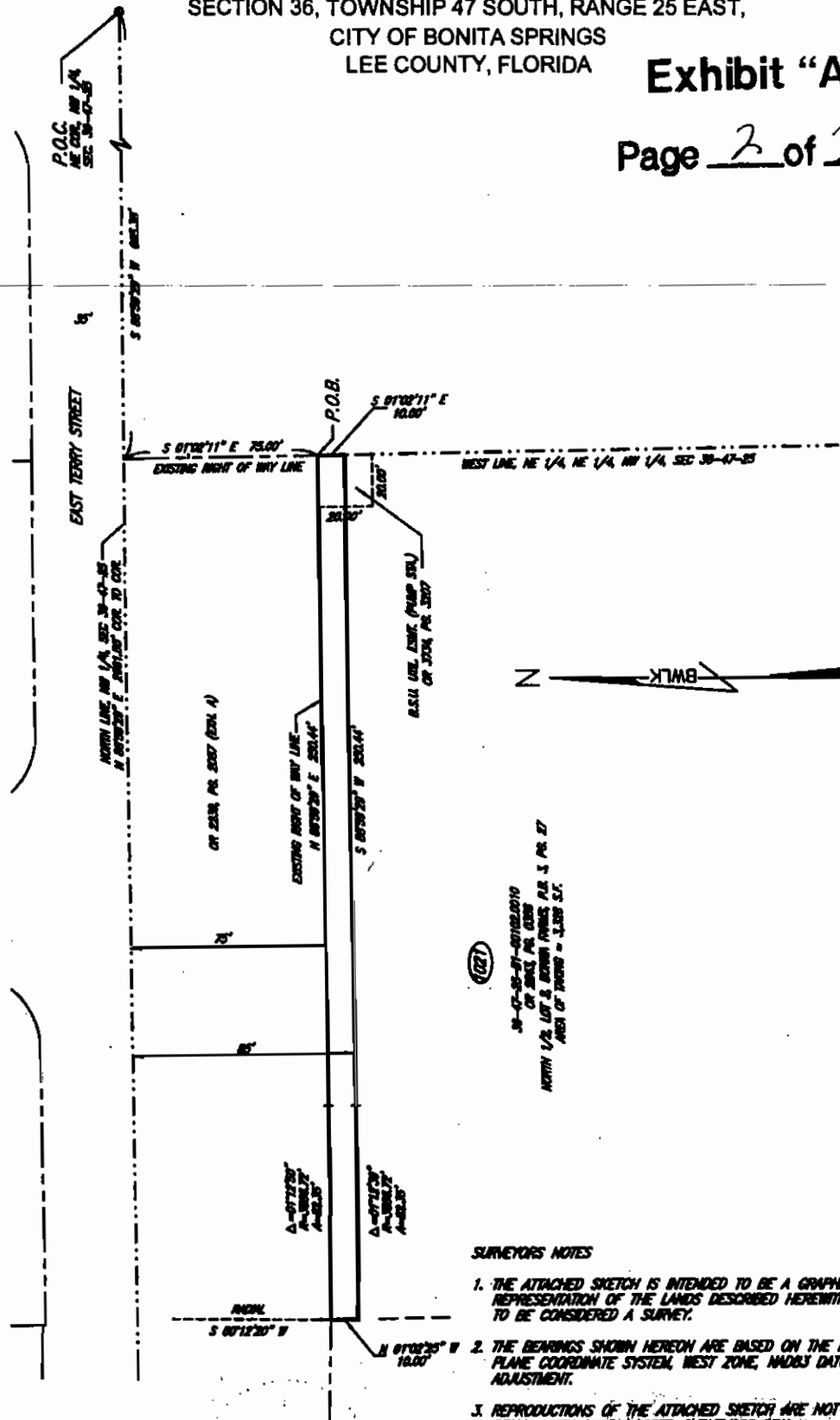


- ASSOCIATE
- WILLIAM E. BEAN, AICP
  - CHARLES E. NIGHT, PSM
  - W. BRITT BOWEN, JR., PSM
  - STEPHEN R. BOKRUPSKI, PSM
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**Exhibit "A"**

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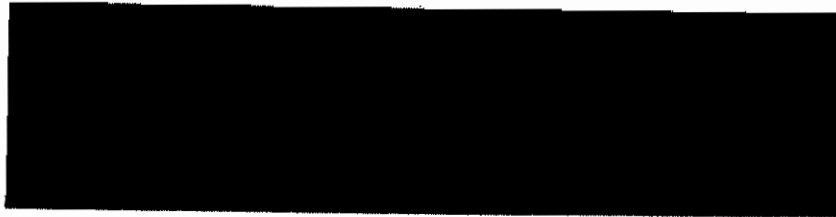
30-42-52-57-00102010  
 OF B.M.K. FOR CENTER  
 NORTH 1/2 LOT 5 BAYVIEW PARK, P.B. 3, PG. 27  
 AREA OF INTEREST = 3,335 S.F.

**SURVEYOR'S 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 SURVEYOR'S SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.  
 CERTIFICATE OF AUTHORIZATION NUMBER - LB0004918  
 \_\_\_\_\_ DATE: 03/10/2005  
 JAMES R. COLEMAN (FOR THE FIRM)  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NUMBER 33025

Bean, Whitaker, Lutz & Kareh, Inc. (as client)					
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS					
2844-1 MOOREBROOK BOULEVARD, FORT MYERS, FLORIDA 33909 (239) 481-1371					
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (P-T-S)
06-02-05	35885	J.R.C.	1" = 80'	1 OF 1	36-47-25



**Florida Non Profit**

**VISION BAPTIST CHURCH OF BONITA SPRINGS, INC.**

**PRINCIPAL ADDRESS**

27333 PULLEN AVE.  
BONITA SPRINGS FL 34135

**MAILING ADDRESS**

POB 1212  
BONITA SPGS FL 34133 US  
Changed 05/05/1998

**Document Number**  
N97000002969

**FEI Number**  
593453395

**Date Filed**  
05/22/1997

**State**  
FL

**Status**  
ACTIVE

**Effective Date**  
NONE

**Registered Agent**

Name & Address
ROBERTS, JOHN K 27333 PULLEN AVE. BONITA SPRINGS FL 34135

**Officer/Director Detail**

Name & Address	Title
ROBERTS, JOHN K 27333 PULLEN AVE. BONITA SPRINGS FL 34135	DP
PROPER, GENE 27380 PINECREST LANE BONITA SPRINGS FL 34135	DV
PROPER, DOROTHY 27380 PINECREST LANE BONITA SPRINGS FL 34135	DS
STOKES, JUDITH A 27287 DUVERNAY DRIVE BONITA SPRINGS FL 34135	DT



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## Annual Reports

Report Year	Filed Date
2003	05/09/2003
2004	06/24/2004
2005	04/21/2005



No Events

No Name History Information

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## Document Images

Listed below are the images available for this filing.

<u>04/21/2005 -- ANNUAL REPORT</u>
<u>06/24/2004 -- ANNUAL REPORT</u>
<u>05/09/2003 -- ANN REP/UNIFORM BUS REP</u>
<u>05/30/2002 -- COR - ANN REP/UNIFORM BUS REP</u>
<u>04/30/2001 -- ANN REP/UNIFORM BUS REP</u>
<u>02/01/2000 -- ANN REP/UNIFORM BUS REP</u>
<u>03/10/1999 -- ANNUAL REPORT</u>
<u>05/05/1998 -- ANNUAL REPORT</u>

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**





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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  
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

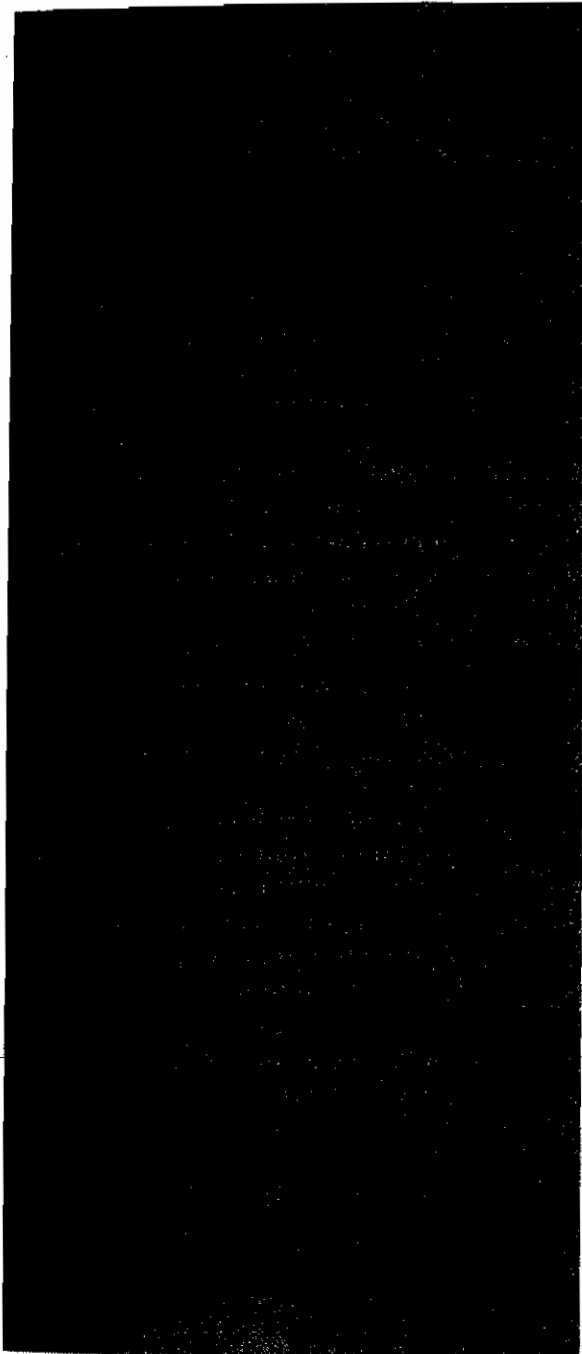


Matthew H. Caldwell  
Associate Appraiser  
State Registered Trainee Appraiser, RI 9277



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



**Mann, Teresa L.**

---

**From:** Gary Price [gary.price@cityofbonitasprings.org]  
**Sent:** Monday, April 17, 2006 2:11 PM  
**To:** Mann, Teresa L.  
**Subject:** RE: Imperial Street Widening - Parcel 1021

Theresa:

I agree with your analysis as to the revised price.

Gary A. Price  
City Manager  
City of Bonita Springs  
9101 Bonita Beach Road  
Bonita Springs, FL 34135  
Phone: (239) 949-6238  
Fax: (239) 949-6239  
E-mail: [gary.price@cityofbonitasprings.org](mailto:gary.price@cityofbonitasprings.org)

---

**From:** Mann, Teresa L. [mailto:MANNTL@leegov.com]  
**Sent:** Friday, April 14, 2006 2:42 PM  
**To:** Gary Price  
**Subject:** Imperial Street Widening - Parcel 1021

Mr. Price,

Attached is a copy of the letter regarding the settlement price for Parcel 1021 owned by Victory Baptist Church. The information is also being sent to your office via facsimile. Please review and advise accordingly. Thank you.

Teresa L. Mann, SR/WA  
Property Acquisition Agent  
Division of County Lands  
E-Mail: [manntl@leegov.com](mailto:manntl@leegov.com)  
Telephone (239) 479-8505  
Fax (239) 479-8391

Please note: Florida has a very broad public records law. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

Please note: Florida has a very broad public records law. Most written communications to or from Bonita Springs officials regarding City business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

4/18/2006

# 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**