

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

**Blue Sheet No. 20060516**

**1. ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$7,000 for Parcel 1005, 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

**CGF**

**5. Meeting Date:** **05-09-2006**

**6. Agenda:**

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

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

- Statute 73 & 125
- Ordinance
- Admin. Code
- Other Blue Sheet 20051750 \*\*

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent  
 Division County Lands TLM 4/21/06  
 By: Karen L.W. Forsyth, Director *KLF*

**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee Simple interest in 963 square feet of an improved residential lot

Property Details:

**Owner:** David F. Puopolo  
**Address:** 27006 Elaine Drive, Bonita Springs, FL 34135  
**STRAP No.** 36-47-25-B2-00600.0380

Purchase Details:

**Binding Offer Amount:** \$7,000

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$7,000, and commence Eminent Domain procedures.

Appraisal Information:

**Company:** Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA  
**Appraised Value:** \$6,067  
**Date of Appraisal:** November 21, 2005

Staff Recommendation: Staff is of the opinion that the purchase price increase of \$983.00 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.

\*\*Prior binding offer approved by BoCC; however design changes now require acquisition of fee simple interest rather than slope easement

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
<i>K. Forsyth</i>			<i>PAO 4/25</i>	<i>Robert</i>	Analyst	Risk	Grants	Mgr.	
			<i>2/26/06</i>	<i>4/26/06</i>	<i>4/26/06</i>	<i>4/26/06</i>	<i>4/26/06</i>	<i>4/26/06</i>	<i>HS 4/27/06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

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

Rec. by CoAtty
Date: <i>4/26/06</i>
Time: <i>11:30 AM</i>
Forwarded To:
<i>4/26/06 1:40 PM</i>

This document prepared by  
Lee County Division of County Lands  
Project: Imperial Street Widening, #4060  
Parcels: 1005  
STRAP No.: 36-47-25-B2-00600.0380

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 David F. Puopolo, hereinafter referred to as SELLER, whose address is 27772 Kings Kew, Bonita Springs, FL 34134, 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 963 square feet, more or less, and located at 27006 Elaine Drive, 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 Seven Thousand Dollars (\$7,000), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER'S condemnation.

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

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

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) Seller's attorney and expert fees/costs, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER'S expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER'S expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER'S written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

\_\_\_\_\_  
  
\_\_\_\_\_

**SELLER:**

\_\_\_\_\_  
David F. Puopolo (DATE)

CHARLIE GREEN, CLERK

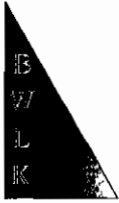
BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

**BUYER:**  
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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



# Bean, Whitaker, Lutz & Kareh, Inc.

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

## Exhibit "A"

Page 1 of 2

### LEGAL DESCRIPTION

Parcel 1005 (Revised 06-07-05)

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, being a portion of Lot 38 of Arroyal Pines according to the plat thereof as recorded in Plat Book 35 at Page 51 of the Public records of Lee County, Florida, more particularly described as follows:

Begin at the northwest corner of Lot 38 of Arroyal Pines according to the plat thereof as recorded in Plat Book 35 at Page 51 of the Public records of Lee County, Florida, thence N.89°05'34"E. along the north line of said Lot 38 for 95.00 feet to the point of curvature of a circular curve concave to the southwest; thence easterly and southeasterly along the arc of said curve having for its elements a radius of 30.00 feet and a central angle of 40°47'28" for 21.36 feet; thence S.87°34'59"W. for 114.62 feet to an intersection with the west line of said Lot 38; thence N.01°00'11"W. along said west line for 10.31 feet to the point of beginning.

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

Date: 7 June 05

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

PCL1005.DOC

#### PRINCIPALS:

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

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



#### ASSOCIATES:

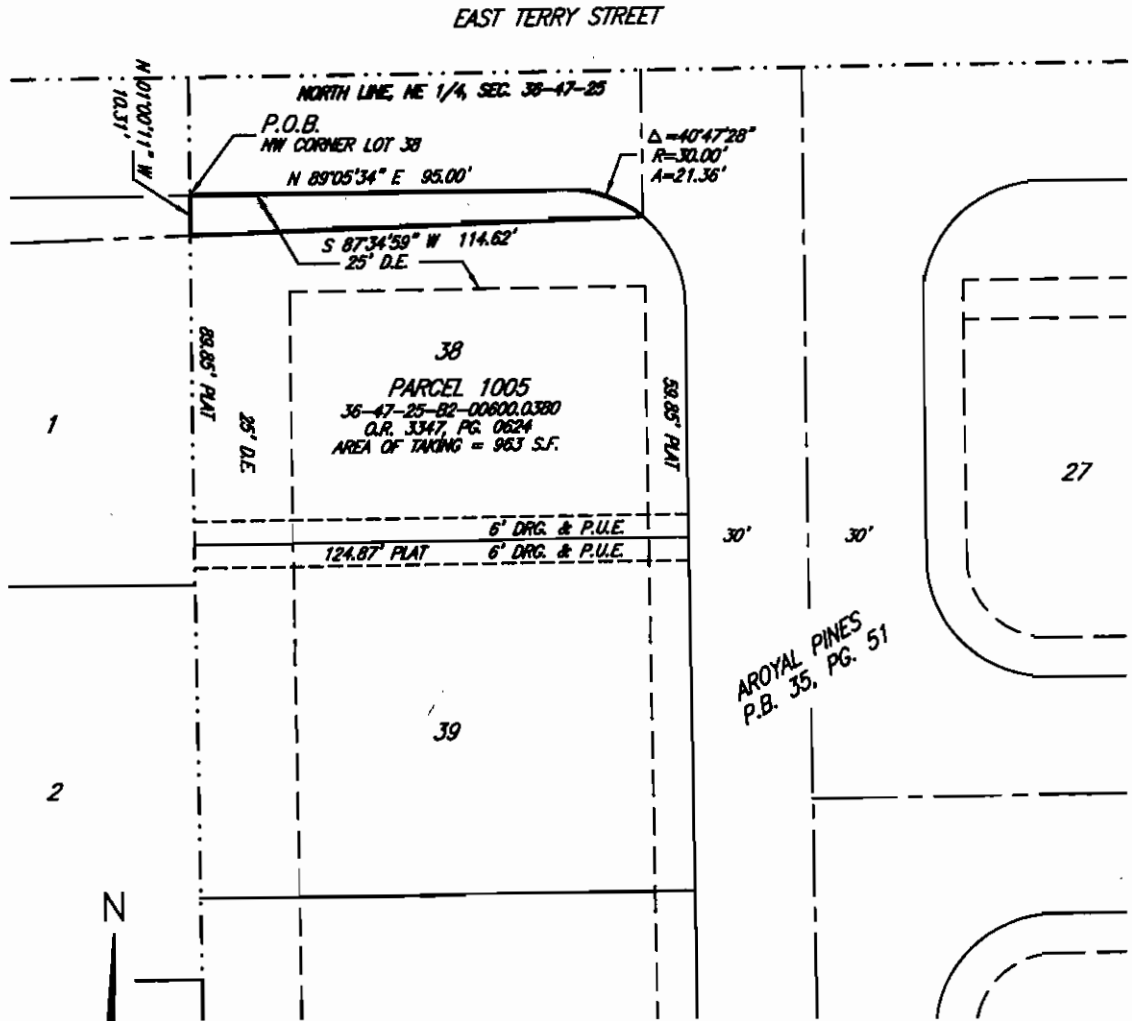
TRACY N. BEAN, AICP  
CHARLES D. KNIGHT, PSM  
W. BRITT POMEROY, JR., PSM  
STEPHEN H. SKORUPSKI, PSM  
ELWOOD FINEFIELD, PSM  
JAMES A. HESSLER, PSM  
JAMES R. COLEMAN, PSM  
RUDOLF A. NORMAN, PE

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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

Exhibit "A"

Page 2 of 2



**SURVEYORS NOTES**

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HEREWITH AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 DATUM, 1990 ADJUSTMENT.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919

*James R. Coleman*  
DATE: 7/11/05  
JAMES R. COLEMAN (FOR THE FIRM)  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NUMBER J205

**Bean, Whitaker, Lutz & Kareh, Inc.** (L19 4818)  
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-8810 (238) 481-1331

Pol1005.dwg  
DATE PROJECT NO. DRAWN BY SCALE SHEET FILE NO. (1-2-0)



## Division of County Lands

## Updated Ownership and Easement Search

Search No. 36-47-25-B2-00600.0380

Date: February 17, 2006

Parcel: 1005

Project: Imperial Street Widening, Project 4060

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

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant

STRAP: 36-47-25-B2-00600.0380

Effective Date: ~~February 11, 2005~~, at 5:00 p.m.  
<sup>4/19/2006 TLM</sup>

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

Title to the subject property is vested in the following: **DAVID F. PUOPOLO**

~~Oscar O. Joya and Leticia Joya, Husband and Wife~~

By that certain instrument dated ~~December 22, 2000~~, recorded <sup>4/19/06</sup> ~~January 8, 2001~~, in ~~Official Record Book 3347, Page 624~~, Public Records of Lee County, Florida.

**INSTRUMENT # 2006000160265**

**Easements:**

1. Restrictions of Aroyal Pines, recorded in Official Record Book 1673, Page 3373, Public Records of Lee County, Florida.
2. Declaration of Covenants, Conditions, and Restrictions, recorded in Official Record Book 1674, Page 4102, Public Records of Lee County, Florida.
3. Exclusive right of ingress and egress over and across their certain drainage easements lying between Lots 49 and 50 and Lots 11 and 12 of Aroyal Pines. Said easement is given for the purpose of ingress and egress to that certain area shown as retention area on the plat of Aroyal Pines, recorded in Plat Book 35, Pages 50 and 51, and recorded in Official Record Book 1677, Page 343, Public Records of Lee County, Florida.
4. Easement granted to South Florida Cable Television Corp., recorded in Official Record Book 1723, Page 3371, Public Records of Lee County, Florida. This easement was later assigned by Official Record Book 1801, Page 2475 and again by Official Record Book 2347, Page 3538, Public Records of Lee County, Florida.
5. Subject to Easements along each boundary of each lot for County Drainage purposes and Public Utilities. Said easements to be 6 feet each side of said boundary unless otherwise said. The Northerly line of the property is subject to a 25 foot Drainage Easement. Above easements are described on plat of Aroyal Pines, recorded in Plat Book 35, Page 50, Public Records of Lee County, Florida.

**Division of County Lands**

**Updated Ownership and Easement Search**

Search No. 36-47-25-B2-00600.0380

Date: February 17, 2006

Parcel: 1005

Project: Imperial Street Widening, Project 4060

NOTE(1): Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

NOTE(2): Mortgage executed by Oscar O. Joya and Leticia Joya, Husband and Wife in favor of New Century Mortgage Corporation, dated July 3, 2002, recorded July 16, 2002, in Official Record Book 3686, Page 1424, Public Records of Lee County, Florida.

NOTE(3): Notice of Federal Tax Lien against Oscar O. Joya, in the amount of \$7,215.94, recorded in Official Record Book 3727, Page 924, Public Records of Lee County, Florida.

NOTE (4): Notice of Lis Pendens filed by John Holloway, Esquire, recorded as Instrument number 2005000077081, Public Records of Lee County, Florida.

**Tax Status:** 2005 taxes due and payable in the gross amount of \$1,461.00.  
*(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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Bean, Whitaker, Lutz & Kareh, Inc.  
Certificate of Authorization Number LB0004919

Date: 7/24/05

James R. Coleman  
Registered Land Surveyor  
Florida Certificate Number LS3205

PCL1005.DOC

#### PRINCIPALS:

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

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



#### ASSOCIATES:

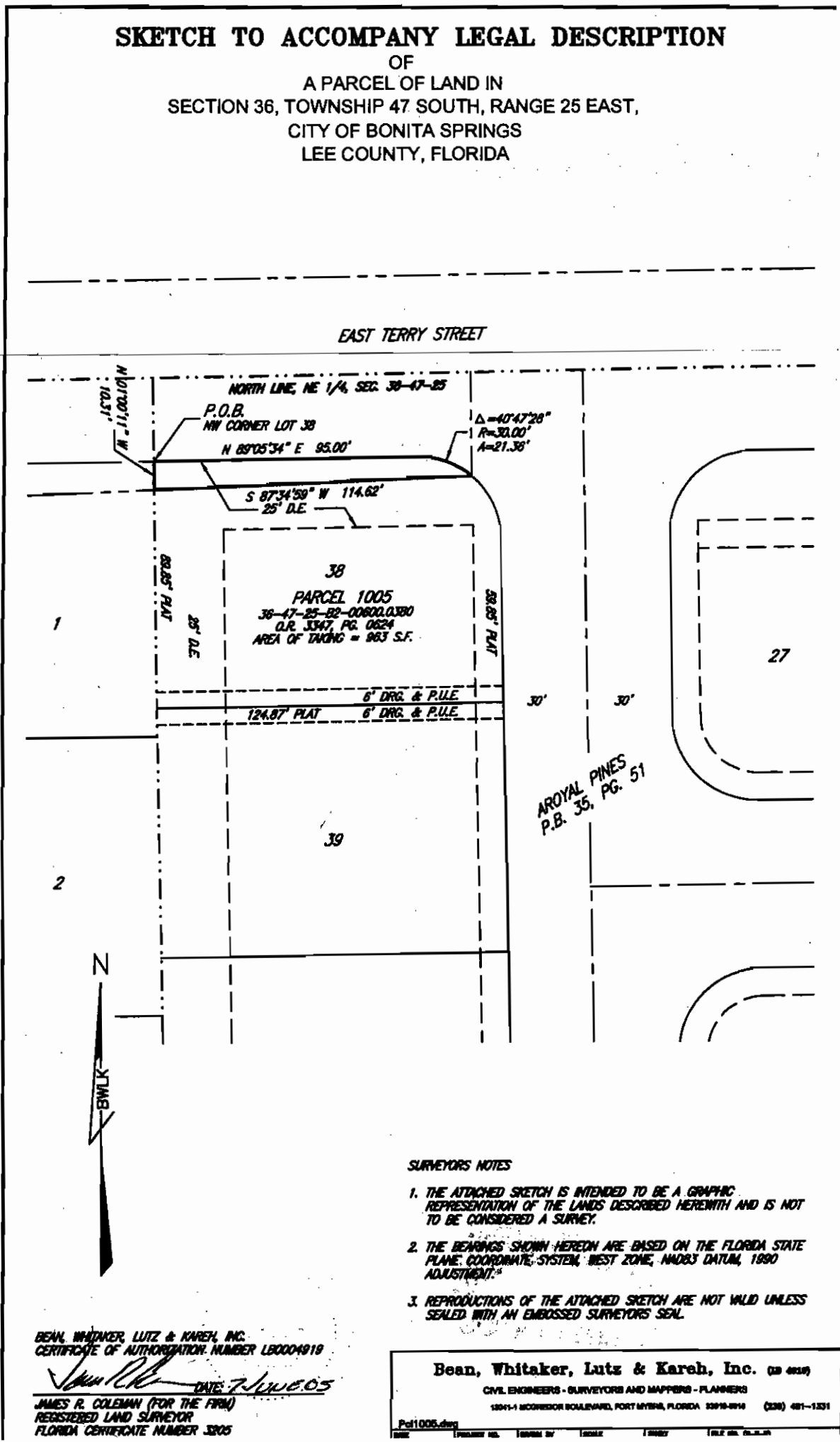
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**Exhibit "A"**

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BEAN, WHITAKER, LUTZ & KAREH, INC.  
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919

*James R. Coleman* DATE: 7/11/05  
JAMES R. COLEMAN (FOR THE FIRM)  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NUMBER 3205

**Bean, Whitaker, Lutz & Kareh, Inc.** (29 4819)  
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
12041-1 MODERATOR BOULEVARD, FORT MYERS, FLORIDA 33919-8916 (239) 481-1231  
Pcf1005.dwg

PREPARED BY AND RETURN TO:  
Southern Gulf Title, LLC  
3405 Pelican Landing Parkway #2  
Bonita Springs, FL 34134  
File No. P6-B1381  
Strap # 36-47-25-B2-00600.0380

THIS WARRANTY DEED made this 12<sup>th</sup> day of April, 2006, by  
Oscar O. Joya, an unmarried person, and Leticia Joya, an unmarried person, hereinafter  
called grantor, whose mailing address is 27006 Elaine Drive, Bonita Springs, FL 34135, and  
David F. Puopolo, an unmarried person, hereinafter called grantee, whose post office address  
27772 Kings Kew, Bonita Springs, FL 34134.

(wherever used herein, the terms "grantor" and "grantee" include all the  
parties to this instrument and the heirs, legal representatives and assigns of  
individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the grantor, for and in consideration of the sum of \$10.00 and  
other valuable considerations, receipt whereof is hereby acknowledged, hereby grants,  
bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that  
certain land situate in Lee County, Florida, to-wit:

**Lot 38, AROYAL PINES, A Subdivision according to the Plat or Map thereof as recorded  
in Plat Book 35, at Pages 50 & 51, of the Public Records of Lee County, Florida.**

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in  
anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said  
land in fee simple; that the grantor has good right and lawful authority to sell and convey said land;  
that the grantor hereby fully warrants the title to said land will defend the same against the lawful  
claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing  
subsequent to December 31, 2005, restrictions, reservations and easements of record, if any.

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

Signed, sealed and delivered in our presence:

Shawn McDougal  
Witness Shawn McDougal  
[Signature]  
Witness LISA FISHER

Oscar O. Joya  
Oscar O. Joya  
Leticia Joya  
Leticia Joya

STATE OF Florida  
COUNTY OF LEE

EXECUTION OF the foregoing instrument was aeknowledged before me this 12 day of **April, 2006**, by **Oscar O. Joya and Leticia Joya**, who is/are personally known to me or who has/have produced sufficient evidence of identification (described below) and who did not take an oath.

Description of identification produced: DRIVER'S LICENSES

Shawn McDougal  
NOTARY PUBLIC - SIGNATURE ABOVE

COMMISSION EXP. DATE: \_\_\_\_\_

(SEAL)



# LAND APPRAISAL REPORT

File No. 603303

Borrower _____		Census Tract <b>504</b>	Map Reference <b>36-47-25</b>
Property Address <b>27006 Elaine Drive</b>			
City <b>Bonita Springs</b>	County <b>Lee</b>	State <b>Florida</b>	Zip Code <b>34135</b>
Legal Description <b>Lot 38, Aroyal Pines</b>			
Sale Price \$ <b>0</b>	Date of Sale _____	Loan Term <b>N/A</b> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
Actual Real Estate Taxes \$ <b>1,242.45</b> (yr)		Loan charges to be paid by seller \$ <b>N/A</b>	
Lender/Client <b>Lee County Board of County Commissioners</b>		Address <b>Division of County Lands, PO Box 398, Fort Myers, FL, 33902</b>	
Occupant <b>Oscar O. &amp; Leticia Joya</b>		Appraiser <b>Matthew H. Caldwell</b>	
Instructions to Appraiser _____			

Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos. Present Land Use <input checked="" type="checkbox"/> 40% 1 Family <input checked="" type="checkbox"/> 10% 2-4 Family <input type="checkbox"/> 5% Apts. <input type="checkbox"/> 10% Condo <input type="checkbox"/> 5% Commercial <input type="checkbox"/> 5% Industrial <input type="checkbox"/> 25% Vacant <input type="checkbox"/> % Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) (*) From _____ To _____ Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant _____ % Vacant Single Family Price Range \$ <b>175,000</b> to \$ <b>1,500,000</b> Predominant Value \$ <b>250,000</b> Single Family Age <b>0</b> yrs. to <b>85</b> yrs. Predominant Age <b>20</b> yrs.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Employment Stability</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Employment</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Shopping</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Schools</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Recreational Facilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Utilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Property Compatibility</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Protection from Detrimental Conditions</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Police and Fire Protection</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>General Appearance of Properties</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Appeal to Market</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): **The subject's neighborhood is composed of average to good quality, single family and multiple family housing. Adequate educational facilities, shopping, and employment can be found within a one mile radius.**

Dimensions <b>90' x 125'</b>	=	<b>11,250</b> Sq. Ft. or Acres	<input checked="" type="checkbox"/> Corner Lot
Zoning classification <b>RS-1 (Zoning)/Mod. Den. SF Res. (Land Use)</b>		Present Improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations	
Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____			
Public <input type="checkbox"/> Other (Describe) _____ Elec. <input type="checkbox"/> Gas <input type="checkbox"/> Water <input checked="" type="checkbox"/> San. Sewer <input checked="" type="checkbox"/> <input type="checkbox"/> Underground Elect. & Tel.	OFF SITE IMPROVEMENTS Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface Paved _____ Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	Topo Level _____ Size <b>Typical</b> Shape <b>Rectangular</b> View <b>Residential</b> Drainage <b>Adequate</b>	is the property located in a HUD Identified Special Flood Hazard Area? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): <b>There were no apparent adverse easements, encroachments, or any other adverse conditions which could have been revealed by the appraiser's routine inspection of the subject property.</b>			

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	27006 Elaine Drive Bonita Springs	25710 Corzine Road Bonita Springs	10330 Morningside Lane Bonita Springs	9047 Somerset Lane Bonita Springs
Proximity to Subject		1.78 miles NW	1.87 miles NW	2.68 miles SW
Sales Price	\$ N/A	\$ 159,000	\$ 156,000	\$ 64,000
Price per square foot		\$ 6.34	\$ 6.22	\$ 7.10
Data Source	Current Inspection	Book/Page OR# 4830/4421	Book/Page OR# 4752/2796	Book/Page OR# 4584/1798
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 06/15/2005	DESCRIPTION 05/20/2005	DESCRIPTION 12/28/2004
Location	Suburban	Suburban	Suburban	Suburban
Site/View	11,250 square feet	25,100 square feet -70,000	25,070 square feet -70,000	9,017 square feet +12,000
View	Residential	Residential	Residential	Residential
Zoning	RS-1	RS-1	RS-1	AG-2
Busy Road	East Terry Street	Residential Street -15,000	Residential Street -15,000	Residential Street -5,000
Sales or Financing Concessions				
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 85,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 85,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 7,000
Indicated Value of Subject		\$ 74,000	\$ 71,000	\$ 71,000

Comments on Market Data: **The comparable sales provided are similar land sales located in or near the subject property's neighborhood. \*\*\*Please see Comments on the next page.\*\*\***

Comments and Conditions of Appraisal: **This appraisal report has been completed to estimate a value opinion of the land described by the subject's legal description.**

Final Reconciliation: **The Sales Comparison Approach has been given primary emphasis in the final opinion of value, as it is the most reliable indicator of market value.**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 21, 2005 to be \$ 71,000

State Registered Trainee Appraiser, RI 9277 <b>Matthew H. Caldwell</b> Appraiser(s)	State Certified General Appraiser, RZ 55 <b>W. Michael Maxwell, MAJ, SRA</b> Review Appraiser (if applicable)
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Did  Did Not Physically Inspect Property

**LND (AC) REPORT  
MARKET DATA ANALYSIS**

File No. 603303

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	27006 Elaine Drive Bonita Springs	27447 Pinecrest Lane Bonita Springs		27431 Pinecrest Lane Bonita Springs		27413 Pinecrest Lane Bonita Springs	
Proximity to Subject		0.61 miles SE		0.6 miles SE		0.59 miles SE	
Sales Price	\$ N/A	\$ 101,900		\$ 100,900		\$ 101,900	
Price per square foot	\$	\$ 5.10		\$ 5.05		\$ 5.10	
Data Source	Current Inspection	Book/Page OR# 4828/4747		Book/Page OR# 4813/3508		Book/Page OR# 4828/4793	
Date of sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Location	N/A	07/08/2005		07/08/2005		07/08/2005	
Site/View	Suburban	Suburban		Suburban		Suburban	
View	11,250 square feet	20,000 square feet -40,000		20,000 square feet -40,000		20,000 square feet -40,000	
Zoning	Residential	Residential		Residential		Residential	
Busy Road	RS-1	RS-1		RS-1		RS-1	
	East Terry Street	Interstate 75 +10,000		Interstate 75 +10,000		Interstate 75 +10,000	
Sales or Financing Concessions							
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 30,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 30,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 30,000
Indicated Value of Subject		\$ 71,900		\$ 70,900		\$ 71,900	

Comments:

**Previous Transfers**

There have been no valid transfers of the comparable sales in the past three years.

**Sales Comparison Comments**

Sales 1 & 2 are from Helfenstein Estates located to the north of the subject. Sale 3 is from Bonita Farms located to the west of the subject. Sales 4-6 are from Pinecrest Haven located to the east of the subject. These sales are most similar to our subject in zoning and single family use.

However, the subject is, in the pre-take condition, located on a busy, two lane thoroughfare, whereas Comparables 1-3 are located on quiet, two lane residential streets and Comparables 4-6 back up to Interstate 75, a four lane highway. We have completed a Busy Road Proximity Study, located in the Data Book, on major thoroughfares in Lee County. The study revealed a diminution range of 12% to 23%. Our study roads were much busier than East Terry Street. We estimate the diminution for this traffic level would be 10% to Sales 1-3 and an increase of 10% to sales 4-6.

After adjusting for size and proximity to busy roads, we conclude a land value of \$6.30 per square foot, or \$70,875, rounded to \$71,000.



## Analysis of the Taking

File No. 603303

Owner	Oscar O. & Leticia Joya			
Property Address	27006 Elaine Drive			
City	Bonita Springs	County	Lee	State Florida Zip Code 34135
Client	Lee County Board of County Commissioners			

### Description of the Take

There is one taking associated with this parcel, a fee simple taking.

The fee simple take area is a rectangular parcel, that varies in depth, located along the north border of the property. The total take area is 963 square feet, as provided by the survey.

### Value of the Whole before Take

As already concluded, the value of the land is \$71,000. In addition, we must also consider the value of the improvements that will be affected by the taking. We did not observe any affected improvements in the take areas. Therefore, the Value of the Whole before Take is \$71,000.

### Value of the Part Taken

Fee Simple Take - In the conclusion of the Land Value, we utilized \$6.30 per square foot. We will then apply this to the area of the Take as follows:

$$\begin{array}{r} \phantom{X \$} 963 \text{ (Take Area - Square Feet)} \\ X \$ \phantom{00} 6.30 \text{ (Per Square Foot Value)} \\ \hline \$ \phantom{00} 6,067 \text{ (Value of the Part Taken - Fee Simple)} \end{array}$$

### Remainder Value as Part of Whole

The Remainder Value as Part of Whole is the difference between the Value of the Whole before Take and the Value of the Part Taken.

$$\begin{array}{r} \$ 71,000 \text{ (Value of the Whole before Take)} \\ - \$ \phantom{00} 6,067 \text{ (Value of the Part Taken)} \\ \hline \$ 64,933 \text{ (Remainder Value as Part of Whole)} \end{array}$$

### Remainder Value after Take

As this taking is substantially contained in the setback area required by zoning, this does not adversely affect the remaining property, land or improvements. Therefore the Remainder Value after Take is the same as the Remainder Value as Part of Whole. This can be shown mathematically, as follows. The slight difference between \$64,933 and \$64,808 is due to rounding errors.

$$10,287 \text{ @ } \$6.30 \text{ psf} = \$64,808 \text{ (Remainder Value - Fee Simple)}$$

### Severance Damages

As the proposed taking is contained in areas required for setbacks and drainage, it is our opinion that the taking will not adversely affect the improvements. Therefore, there are no Severance Damages.

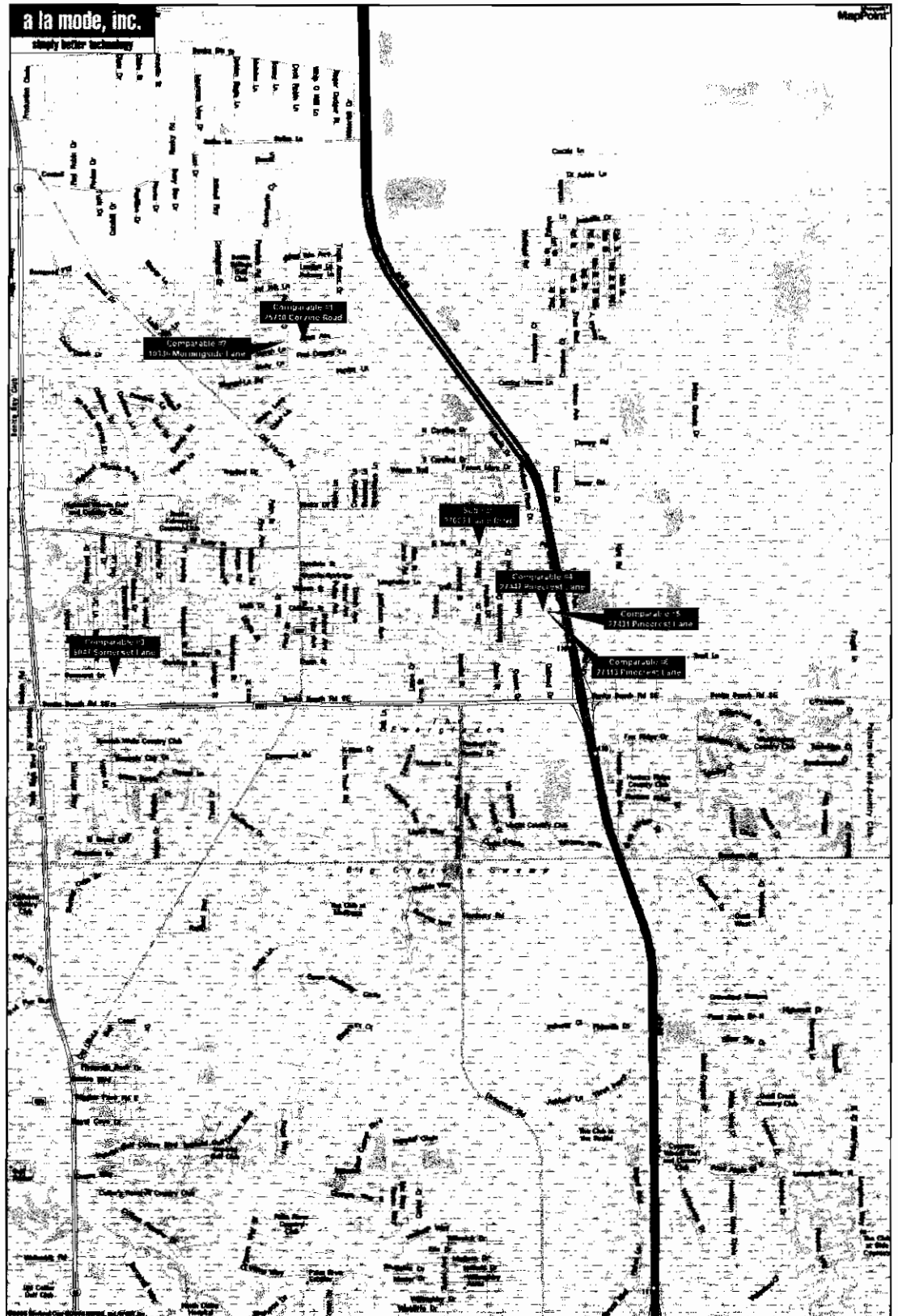
### Amount Due Owner

The Amount Due Owner is the Value of Part Taken plus any Severance Damages incurred, as follows:

$$\begin{array}{r} \$ 6,067 \text{ (Value of the Part Taken)} \\ + \$ \phantom{00} 0 \text{ (Severance Damages)} \\ \hline \$ 6,067 \text{ (Amount Due Owner)} \end{array}$$

# Location Map

Owner	Oscar O. & Leticia Joya						
Property Address	27006 Elaine Drive						
City	Bonita Springs	County	Lee	State	Florida	Zip Code	34135
Client	Lee County Board of County Commissioners						





*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

**Richard Ferrelra**  
Councilman  
District One

**Alex Grantt**  
Councilman  
District Two

**Patrick McCourt**  
Councilman  
District Three

**John Joyce**  
Councilman  
District Four

**Martha Simons**  
Councilwoman  
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

April 24, 2006

Ms. Teresa L. Mann  
Property Acquisition Agent  
Lee County  
PO Box 398  
Fort Myers, FL 33902

RE: Purchase Agreement – Imperial Street Widening Project  
Project No. 4060  
Parcels 1005, 1007, and 1009 (Partials)

Dear Ms. Mann:

The agreed upon purchase conditions for the aforementioned parcels  
are reasonable and purchase is recommended by my office.

If you need further authorization, feel free to contact me.

Respectfully,

Gary A. Price  
City Manager

GAP/kd

cc: John Gucciardo, Special Project Coordinator

# 5-Year Sales History

Parcel No. 1005

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
Oscar O. & Leticia Joya, h/w	David F. Puopolo	\$210,000	4/19/2006	Y

**NOTE: Sale relates to "parent tract" of the subject parcel.**