

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

**Blue Sheet No. 2004014:**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for acquisition of Parcel 319, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$85,000; authorize payment of costs to close and the Division of County Lands to handle documentation necessary to complete transaction.

**WHY ACTION IS NECESSARY:** The Board must accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** The purchase of the property during the voluntary acquisition phase of the project.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 3      *C6B*      **3. MEETING DATE:** 02-24-2004

<b>4. AGENDA:</b> <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON <b>TIME REQUIRED:</b>	<b>5. REQUIREMENT/PURPOSE:</b> (Specify) <input checked="" type="checkbox"/> STATUTE 125 <input type="checkbox"/> ORDINANCE _____ <input type="checkbox"/> ADMIN. _____ <input type="checkbox"/> OTHER _____	<b>6. REQUESTOR OF INFORMATION</b> A. _____ B. DEPARTMENT <u>Independent</u> C. DIVISION <u>County Lands</u> BY <u>Karen L. W. Forsyth, Director</u> <i>KLF</i>
---	---	---

**7. BACKGROUND:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, vacant residential lot

Property Details

Owner: Kevin and Diane O'Malley  
 Address: 24032 Cock Robin Lane, Bonita Springs  
 STRAP No.: 14-47-25-B1-00200.0400

Purchase Details

Purchase Price: \$85,000  
 Costs to Close: Approximately \$1,500 (The seller is responsible for attorney fees and real estate broker fees, if any. The County responsible for future district assessments for road and drainage improvements, which are estimated at \$9,500)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.  
 Appraised Value: \$85,000

Staff Recommendation: County staff recommends that the Board approve the Requested Motion.

Account: 20404318808.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 18808 - Road Impact Fees, Bonita; 506110 - Land

Attachments: Purchase Agreement; Appraisal (Location Map Included); Letter from City of Bonita Springs; Title Data; 5-Year Sales History

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					QA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>2/10/04</i>	<i>John D. ... 2-10-04</i>	<i>2-11-04</i>	<i>2/11/04</i>	<i>2/11/04</i>	<i>2-11-04</i>	<i>HB 2-12-04</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**

Date: *2/10/04*

Time: *4:15 PM*

Forwarded to: \_\_\_\_\_

**RECEIVED BY  
COUNTY ADMIN**

*2/10/04*

*5:00 PM*

**COUNTY ADMIN  
FORWARDED TO:** *PP*

*2/12/04*

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 319/O'Malley

STRAP No.: 14-47-25-B1-00200.0400

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 2 day of Feb, 2007 by and between Kevin O'Malley and Diane O'Malley, husband and wife, hereinafter referred to as SELLER, whose address is 12 Elizabeth Drive, Auburn, MA 01501, 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 1.25 acres more or less, and located at 24032 Cock Robin Lane, Bonita Springs, Florida 34135 and more particularly described as Tract 40, SAN CARLOS ESTATES, according to the plat thereof recorded in Official Record Book 557, at pages 354-355, of the Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Eighty-Five Thousand and No/100 (\$85,000.00), payable at closing by County Warrant.

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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, 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.

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 the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations 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 hereby 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 sixty (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:

Stella Cicero  
Debbie DePasquale

SELLER:

Kevin O'Malley  
Kevin O'Malley (DATE) 2-02-04

WITNESSES:

Stella Cicero  
Debbie DePasquale

SELLER:

Diane O'Malley  
Diane O'Malley (DATE) 2-02-04

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

CHARLIE GREEN, CLERK

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

# LAND APPRAISAL REPORT

Project No. 4043

## Summary Appraisal Report

File No. 04-07-01

Borrower OMALLEY, Kevin + Diane Census Tract 0503.08 Map Reference 14-47-25  
 Property Address 24032 Cook Robin Lane  
 City Bonita Springs County Lee State FL Zip Code 34135-7699  
 Legal Description Tract 40, San Carlos Estates Unrec., OR 557 PG 354  
 Sale Price \$ Not a Sale Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised  Fee  Leasehold  De Minimis PUD  
 Actual Real Estate Taxes \$ 949.51/03 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A  
 Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398  
 Occupant Vacant Land Appraiser Phil Benning, Associate Instructions to Appraiser Estimate market value.

**IDENTIFICATION**

Location  Urban  Suburban  Rural  
 Built Up  Over 75%  25% to 75%  Under 25%  
 Growth Rate  Fully Dev.  Rapid  Steady  Slow  
 Property Values  Increasing  Stable  Declining  
 Demand/Supply  Shortage  In Balance  Oversupply  
 Marketing Time  Under 3 Mos.  4-6 Mos.  Over 6 Mos.  
 Present Land Use 55% 1 Family 2-4 Family % Apts. % Condo % Commercial  
 Change in Present Land Use  Not Likely  Likely (\*)  Taking Place (\*)  
 (\*) From \_\_\_\_\_ To \_\_\_\_\_  
 Predominant Occupancy  Owner  Tenant 5 % Vacant  
 Single Family Price Range \$ 90,000 to \$ 300,000 Predominant Value \$ 120-160  
 Single Family Age New yrs. to 25 yrs. Predominant Age 15-20 yrs.

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"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The area is experiencing increased developmental pressure, which is expected to continue into the near future. Existing development is average to custom quality homes. Support facilities are located within two miles of the subject. No adverse marketing factors were noted at the time of the appraisal. Subject was not listed in the regional MLS.

**NEIGHBORHOOD**

Dimensions 165' x 330' per Lee County Plat = 54,450 Sq. Ft. or Acres  Corner Lot  
 Zoning classification AG-2 Agricultural/Residential Present Improvements  do  do not conform to zoning regulations  
 Highest and best use  Present use  Other (specify) \_\_\_\_\_  
 Public  Other (Describe) \_\_\_\_\_  
**SITE**  
 Elec.  Gas  Water  San. Sewer   
 OFF-SITE IMPROVEMENTS  
 Street Access  Public  Private  
 Surface Gravel/Sand  
 Maintenance  Public  Private  
 Storm Sewer  Curb/Gutter  
 Sidewalk  Street Lights  
 Topo Level Typical of area  
 Size Typical of area  
 Shape Primarily Rectangular  
 View Residential  
 Drainage Appears adequate.  
 Is the property located in a HUD Identified Special Flood Hazard Area?  No  Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No adverse easements or site conditions were noted, however, no survey was provided. The site is thickly wooded with primarily stunted maleucas and pines. It appeared to be high and dry with no observable wetlands.

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	24032 Cook Robin Lane 14-47-25-B1-00200.0400	26250 Lucil Drive 15-47-25-B3-00200.6340	24300 Rodas Drive 15-47-25-B1-00200.3080	24131 Dietz Drive 15-47-25-B1-00200.1300
Proximity to Subject		1.07 miles southwest	1.24 miles southwest	1.08 miles west
Sales Price	\$ Not a Sale	\$ 92,000	\$ 88,000	\$ 80,000
Price Per Acre	N/A	\$ 73,600	\$ 70,400	\$ 64,000
Data Source	Inspection/Pub. Records	MLS/ORB 4022 PG 3103	MLS/ORB 4062 PG 0313	FARES/ORB 4057 PG 1666
Date of Sale and Time Adjustment		08/11/03	09/17/03	09/15/03
Location	San Carlos Estates	San Carlos Estates	San Carlos Estates	San Carlos Estates
Site/View	Residential	Residential	Residential	Residential
Access Road	UnPaved	UnPaved	UnPaved	UnPaved
Site Size	1.25 acres	1.25 acres	1.25 acres	1.25 acres
Improvements	None	None	None	None
Sales or Financing Concessions	N/A	Cash Indicated	Cash Indicated	Cash Indicated
Net Adj. (Total)				
Indicated Value of Subject		Net % \$ 92,000	Net % \$ 88,000	Net % \$ 80,000

Comments on Market Data: All the above sales are very recent and are believed to be among the best indications of value for the subject lot. See Addendum. Sale #1 last sold for \$59,900 as recorded on 02/13/03 per ORB 3846 PG 3414

Comments and Conditions of Appraisal: This is a Summary Appraisal Report. See attached Limiting Conditions. There are no reported wetlands on the subject lot.

**RECONCILIATION**  
 Final Reconciliation: The Sales Comparison Analysis typically reflects the actions and attitude of participants in the marketplace. The Cost Approach is not applicable for the valuation of vacant land since there are no improvements. The Income Approach is not used due to the fact the vacant land is not typically purchased to generate income.

**ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF** January 22, 20 04 to be \$ 85,000

St. Cert. Res. REA #0001220 Phil Benning, Associate  
 St. Cert. Gen. REA #000064 J. Lee Norris, MAI, SRA  
 Appraiser(s) Phil Benning, Associate J. Lee Norris, MAI, SRA  
 Did  Did Not Physically Inspect Property  
 Review Appraiser (if applicable)



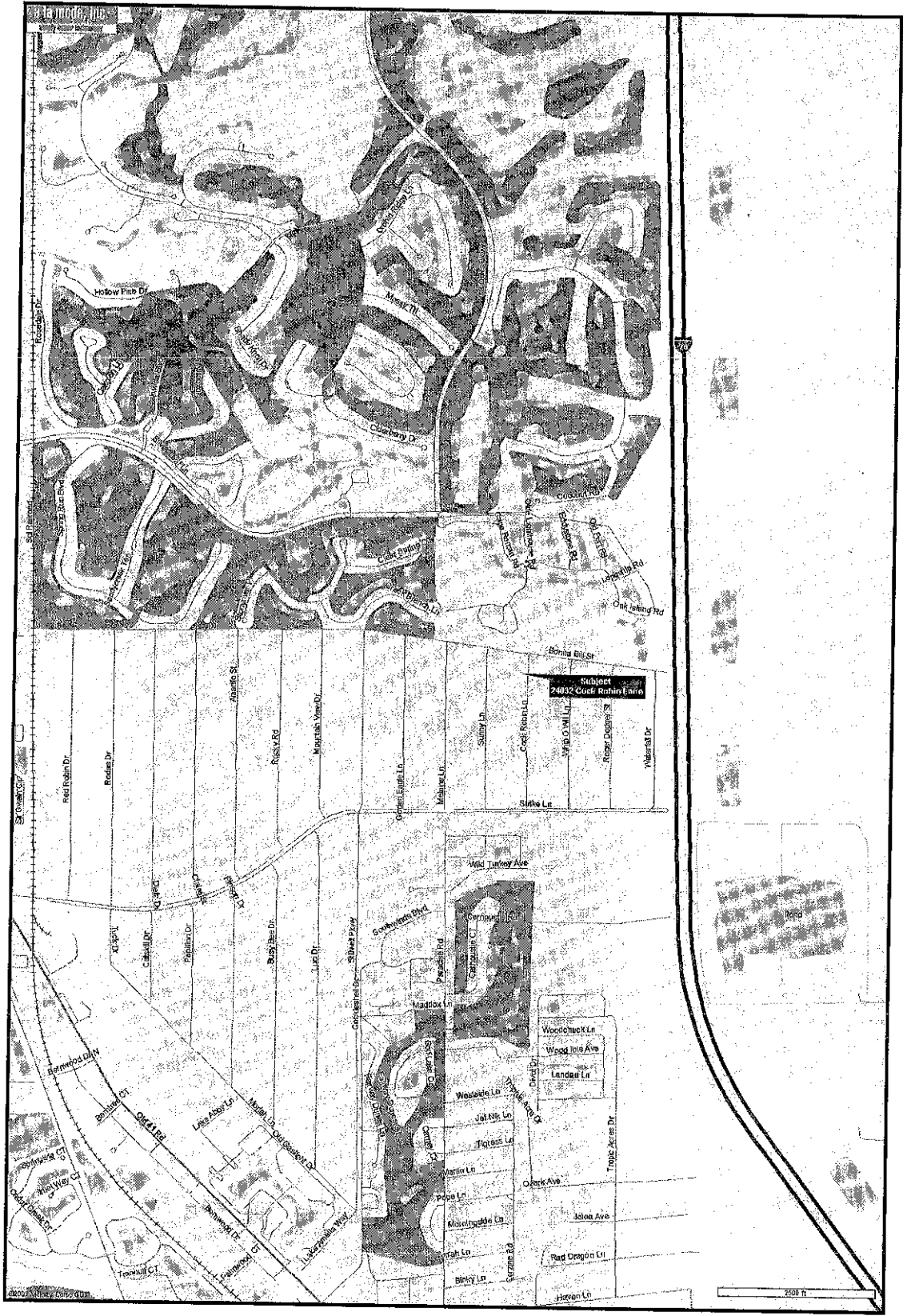
## LAND APPRAISAL REPORT MARKET DATA ANALYSIS

Project No. 4043  
File No. 04-07-01

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	24032 Cock Robin Lane 14-47-25-B1-00200.0400	24286 Rodas Drive 15-47-25-B1-00200.2510 ✓		24609 Dietz Drive 15-47-25-B1-00200.4970 ✓			
Proximity to Subject		1.24 miles southwest		1.19 miles southwest			
Sales Price	\$ Not a Sale	\$ 85,000 ✓		\$ 78,000 ✓		\$	
Price Per Acre	\$ N/A	\$ 88,000		\$ 62,400		\$	
Data Source	Inspection/Pub. Records	MLS/ORB 4061 PG 4874 ✓		FARES/ORB 4071 PG 2990 ✓			
Date of sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
	N/A	09/17/03		09/25/03 ✓			
Location	San Carlos Estates	San Carlos Estates		San Carlos Estates			
Site/View	Residential	Residential		Residential			
Access Road	UnPaved	UnPaved		UnPaved			
Site Size	1.25 acres	1.25 acres		1.25 acres			
Improvements	None	None		None			
Sales or Financing Concessions	N/A	Constr. to Perm. \$257,000		Cash Indicated			
Net Adj. (Total)		□ + □ - \$		□ + □ - \$		□ + □ - \$	
Indicated Value of Subject		Net % \$ 85,000		Net % \$ 78,000		Net % \$	
Comments:	<div style="font-size: small; margin-bottom: 5px;"> <span style="writing-mode: vertical-rl; transform: rotate(180deg); display: inline-block;">MARKET DATA ANALYSIS</span> </div>						
COMMENTS	<div style="font-size: small; margin-bottom: 5px;"> <span style="writing-mode: vertical-rl; transform: rotate(180deg); display: inline-block;">COMMENTS</span> </div>						

# Location Map

Borrower/Client <b>OMALLEY, Kevin + Diane</b>				
Property Address <b>24032 Cock Robin Lane</b>				
City <b>Bonita Springs</b>	County <b>Lee</b>	State <b>FL</b>	Zip Code <b>34135-7699</b>	
Lender <b>Lee County - County Lands</b>				





**VIA FACSIMILE (239) 479-8391**

*City of  
Bonita Springs*

February 10, 2004

9220 BONITA BRACH ROAD  
SUITE 111  
BONITA SPRINGS, FL 34135  
TEL: (239) 390-1000  
FAX: (239) 390-1004  
www.cityofbonitasprings.org

Mr. J. Keith Gomez  
Property Acquisition Agent  
Lee County  
PO Box 398  
Fort Myers, FL 33902

**Paul D. Pass**  
Mayor

RE: Purchase Agreement – Three Oaks Parkway Extension  
Project No. 4043  
Parcel 319, O'Malley

**Wayne P. Edsall**  
Councilman  
District One

Dear Mr. Gomez:

**Jay Arend**  
Councilman  
District Two

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

**R. Robert Wagner**  
Councilman  
District Three

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

**John C. Warfield**  
Councilman  
District Four

Respectfully,

**David T. Piper, Jr.**  
Councilman  
District Five

*Gary A. Price*  
**Gary A. Price**  
 City Manager

**Ben L. Nelson, Jr.**  
Councilman  
District Six

GAP/kw

~  
**Gary A. Price**  
City Manager

**Audrey E. Vance**  
City Attorney

**Division of County Lands**

**Ownership and Easement Search**

508-721-7737

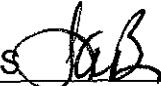
Search No. 14-47-25-B1-00200.0400

Date: November 4, 2003

Parcel: 319

Project: Three Oaks Parkway South Extension,  
Project 4043

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS   
Property Acquisition Assistant

STRAP: 14-47-25-B1-00200.0400

Effective Date: October 12, 2003, at 5:00 p.m.

**Subject Property:** Tract 40, of that certain subdivision known as San Carlos Estates, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Official Record Book 557, Page(s) 354-355.

Title to the subject property is vested in the following:

**Kevin O'Malley and Diane O'Malley, husband and wife**

By that certain instrument dated July 3, 1997, recorded July 11, 1997, in Official Record Book 2844, Page 501, Public Records of Lee County, Florida.

**Easements:**

1. Dedication of Easements for drainage, roads and streets, recorded in Official Record Book 535, Page 826, Public Records of Lee County, Florida.
2. Non-exclusive utility and roadway easement over and across or below all roadways shown on plat of San Carlos Estates, recorded in Official Record Book 1307, Page 36, Public Records of Lee County, Florida.
3. Ten foot easement reservation on all sides for utility maintenance, as described in instrument recorded in Official Record Book 1503, Page 93, Public Records of Lee County, Florida.

NOTE (1): Judgment creating and incorporating San Carlos Estates Drainage District, recorded in Official Record Book 521, Page 120, Public Records of Lee County, Florida.

NOTE(2): Mortgage executed by Gregory Bozovsky and Carolyn Bozovsky, husband and wife, in favor of AmSouth Bank of Florida, dated June 8, 1994, recorded June 13, 1994, in Official Record Book 2509, Page 2821, Public Records of Lee County, Florida.

NOTE(3): Deed recorded July 11, 1997 in Official Record Book 2844, Page 501, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. 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. 14-47-25-B1-00200.0400

Date: November 4, 2003

Parcel: 319

Project: Three Oaks Parkway South Extension,  
Project 4043

**Tax Status:** Taxes paid for the year 2002; 2003 taxes are now due and payable.

*(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.**

# 5-Year Sales History

Parcel No. 319

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**