

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

Blue Sheet No. 20040476

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 316, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$87,000; authorize payment of costs to close and the Division of County Lands to handle all 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

C6A

3. MEETING DATE:
05-11-2004

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

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, vacant residential lot

Property Details

Owner: Walter Bollier
Address: 24033 Cock Robin Lane, Bonita Springs
STRAP No.: 14-47-25-B2-00200.0390

Purchase Details

Purchase Price: \$87,000
Costs to Close: Approximately \$1,500 (The seller is responsible for attorney fees and real estate broker fees, if any. The County is 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: \$87,000

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

Account: 20404330700.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 30700 - Transportation Capital Improvement; 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
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>BAD 4/28/04 HS</i>	<i>John Ruggen 4-28-04</i>	<i>4/28/04</i>	<i>4/29/04</i>	<i>4/28/04</i>	<i>4/29/04</i>	<i>HS 4/29/04</i>
10. COMMISSION ACTION:					Rec. by CoAtty Date: <i>4/28/04</i> Time: <i>8:00 am</i> Forwarded To: <i>Co. Adm.</i>		RECEIVED BY COUNTY ADMIN: <i>aw</i> <i>4/28/04</i> <i>2:25pm</i>		
<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	<input type="checkbox"/> DEFERRED	<input type="checkbox"/> OTHER	COUNTY ADMIN FORWARDED TO: <i>PL</i> <i>4/29/04</i> <i>3pm</i>					

HS

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcel: 316/Bollier
STRAP No.: 14-47-25-B2-00200.0390

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

JP THIS AGREEMENT for purchase and sale of real property is made
this ____ day of _____, 20__ by and between **Walter Bollier**,
married a ~~single~~ person, hereinafter referred to as SELLER, whose address is
Allmendstrasse 10b, 8142 Uitikon-Waldegg, Switzerland, 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 1.26 acres more or less,
and located at 24033 Cock Robin Lane, Bonita Springs, Florida 34135
and more particularly described as Tract 39, 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-Seven Thousand and No/100
(\$87,000.00), 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, to the best of SELLER's knowledge, 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 Ninety (90) 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:

[Signature]

[Signature]

WITNESSES:

SELLER:

[Signature]

Walter Bollier (DATE) 6th April 2004

SELLER:

(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)

LAND APPRAISAL REPORT

Project No. 4043

File No. 04-07-08

Summary Appraisal Report

IDENTIFICATION	Borrower BOLLIER, Walter	Census Tract 0503.06	Map Reference 14-47-25
	Property Address 24033 Cock Robin Lane	Parcel 316, Three Oaks Parkway Extension Project No. 4043	
	City Bonita Springs	County Lee	State FL
	Legal Description Tract 39, San Carlos Estates Unrec., OR 557 PG 354	Zip Code 34135-6791	
	Sale Price \$ Not a Sale	Date of Sale N/A	Loan Term N/A yrs.
	Actual Real Estate Taxes \$ 734.29/03 (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.
	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD		

NEIGHBORHOOD	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 checked="" type="checkbox"/> Increasing <input 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.	Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor 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"/>	
	Present Land Use 55% 1 Family 2-4 Family Apts. Condo Commercial % Industrial 45% Vacant %		
	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 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.		

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.**

SITE	Dimensions 165' x 330' per Lee County Plat = 1.26 Sq. Ft. or Acres <input type="checkbox"/> Corner Lot Zoning classification AG-2 Agricultural/Residential Present Improvements <input 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 checked="" type="checkbox"/> Other (Describe) _____ Elec. <input checked="" type="checkbox"/> <input type="checkbox"/> OFF SITE IMPROVEMENTS <input type="checkbox"/> Topo Level _____ Gas <input type="checkbox"/> Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Size Typical of area Water <input checked="" type="checkbox"/> Available <input type="checkbox"/> Surface Gravel/Sand San. Sewer <input type="checkbox"/> Septic <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Shape Primarily Rectangular <input type="checkbox"/> Underground Elect. & Tel. <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights <input type="checkbox"/> View Residential Drainage Appears adequate.	Is the property located in a HUD identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
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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	24033 Cock Robin Lane 14-47-25-B2-00200.0390	24575 Claire Street 15-47-25-B3-00200.4860	24300 Rodas Drive 15-47-25-B1-00200.3080	24266 Rodas Drive 15-47-25-B1-00200.2510
Proximity to Subject		1.07 miles southwest	1.26 miles southwest	1.27 miles southwest
Sales Price	\$ Not a Sale	\$ 86,000	\$ 88,000	\$ 85,000
Price Per Acre	\$ N/A	\$ 68,800	\$ 70,400	\$ 68,000
Data Source	Inspection/Pub. Records	FARES/ORB 4170 PG 0662	MLS/ORB 4062 PG 0313	MLS/ORB 4061 PG 4874
Date of Sale and Time Adjustment	N/A	Q1/13/04	09/17/03	09/17/03
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	1.26 acres	1.25 acres	1.25 acres	1.25 acres
Improvements	None		None	None
Sales or Financing Concessions	N/A	Conventional \$60,000	Cash Indicated	Constr. to Perm. \$257,000
Net Adj. (Total)				
Indicated Value of Subject		Net \$ 86,000	Net \$ 88,000	Net \$ 85,000

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.**

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

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.**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF **February 27, 2004** to be \$ **87,000**

St. Cert. Res. REA #0001220 **Phil Benning, Associate** Appraiser(s)

St. Cert. Gen. REA #0000643 **J. Lee Norris, MAI, SRA** Review Appraiser (if applicable)

Did Did Not Physically Inspect Property

Borrower/Lent	BOLLIER, Walter
Property Address	24033 Cock Robin Lane
City	Bonita Springs
County	Lee
State	FL
Zip Code	34135-6791
Lender	Lee County - County Lands

File No. 04-07-08

Supplemental Addendum

PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of the appraisal is to estimate market value of the subject as of the effective date of the appraisal. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision regarding the possible purchase of the property.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with the USPAP of the Appraisal Foundation. Data sources typically include observation, public records, First American Real Estate Services, RE/Explorer Internet System, MLS, Realtors, other professionals, appraiser's files, builder's contracts, and cost estimating services (Marshall and Swift).

A thorough search is conducted for comparable properties within an appropriate market area and time frames. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion of the value estimate. Limiting conditions are described in the attached addenda.

USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

SUMMARY APPRAISAL REPORT

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

COMMENTS ON THE MARKET AREA

The subject is located in San Carlos Estates, a development of mostly 1.25 acre parcels in Bonita Springs. Larger, wooded tracts and man surfaced roads give this development somewhat of a "country" flavor which appeals to many buyers. San Carlos Estates has good proximity to area facilities in Bonita Springs. Improvements in San Carlos Estates exhibit a wide range of home size, style, age and quality. Newer homes seem to be trending toward larger, good quality ranch or piling homes.

COMMENTS ON THE ROAD MAINTENANCE

The streets are reportedly maintained by the San Carlos Estates Drainage District, an independent special district (similar to a special fire, or mosquito control district), which was created in 1982 per OR 1615, PG 0477, for drainage management (which includes the roads & swales). Each owner is reportedly assessed a nominal maintenance fee (\$404) included as special annual assessment & collected in conjunction with the real estate taxes.

Septic systems and man surfaced roads are typical for the area and are not considered detrimental to marketability. The dirt roads are periodically graded by above mentioned San Carlos Estates Drainage district rendering them "all weather" roads and possible year round. San Carlos Estates is experiencing new development with new housing starts observed throughout the market area. Publicity regarding the future intent to pave the roads in San Carlos Estates appears to be driving this active market. This area continues to have good market appeal with Realtor reinforcement of the limited availability of 1 acre+ residential homesteads west of Interstate 75.

COMMENTS ON THE WETLANDS

The San Carlos Estates reportedly is currently made up of +/-38% wetlands. The subject lot does not appear to have wetlands as reported by Lee County Property Appraiser Geographic Information System - Spatial District Query Report. Area Realtors report that wetlands on site are acceptable in this market with typical buyers willing to assume the risk associated with the possible consequences of environmental impact.

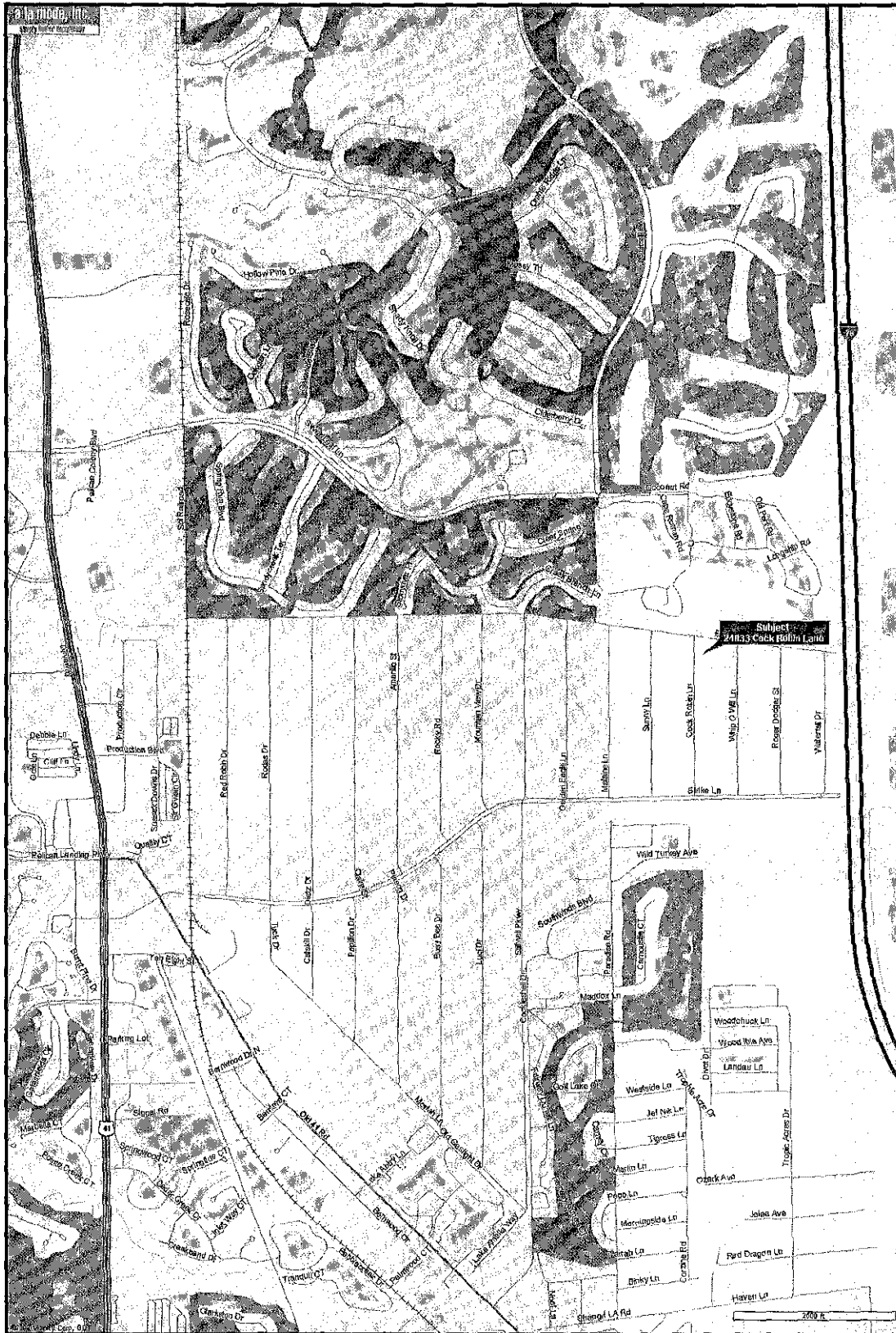
COMMENTS ON THE SALES COMPARISON ANALYSIS

The subject is compared to three sales of 1.25 acre vacant parcels in San Carlos Estates. All sales are recent and similar parcels in San Carlos Estates.

Sale #1 is the most recent and receives the greatest emphasis in support of the final value estimate. Sales #2 and #3 support the upper and lower limits of the value range respectively.

Location Map

Borrower/Client BOLLIER, Walter		Parcel 316, Three Oaks Parkway Extension Project No. 4043	
Property Address 24033 Cock Robin Lane			
City Bonita Springs	County Lee	State FL	Zip Code 34135-6791
Lender Lee County - County Lands			





*City of
Bonita Springs*

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

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

~

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

APR 15 2004

COUNTY LANDS

April 13, 2004

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

RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 316, Bollier

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcel 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/kw

Division of County Lands

Ownership and Easement Search


Search No. 14-47-25-B2-00200.0390

Date: November 4, 2003

Parcel: ~~341~~ 316

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-B2-00200.0390

Effective Date: October 7, 2003, at 5:00 p.m.

Subject Property: Tract 39, 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:

Walter Bollier

By that certain instrument dated August 22, 1996, recorded September 3, 1996, in Official Record Book 2740, Page 2297, 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 1495, Page 1941, 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.

Tax Status: Taxes for the year 2002 are paid; 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. 316

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS