

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

**Blue Sheet No. 20040682**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for acquisition of Parcels 254 and 254SDE, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$2,300; 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 Board avoids Eminent Domain.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 3

*C6C*

**3. MEETING DATE:**  
*06-22-2004*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE 125
- ORDINANCE
- ADMIN.
- OTHER

**6. REQUESTOR OF INFORMATION**

- A. \_\_\_\_\_
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY Karen L. W. Forsyth, Director *KLF*

**7. BACKGROUND:**

**Negotiated for:** Lee County Department of Transportation

**Interest to Acquire:** Partial Fee-simple acquisition and Slope/Restoration and Drainage Easement from a residential property improved with a mobile home.

**Property Details:**

Owner: Eugenio and Della (Delia) Santiago  
Address: 26825 Stardust Drive, Bonita Springs  
STRAP No.: 25-47-25-B4-00201.0510

**Purchase Details:**

Purchase Price: \$2,300  
Costs to Close: Approximately \$1,000 (The seller is responsible for attorney fees, if any. The County is responsible for release of mortgage fees and documentary stamp tax.

**Appraisal Information:** The subject parcels were not appraised. A Value Justification Report is attached to substantiate the purchase price.

**Staff Recommendation:** Staff is of the opinion that the purchase price is within an acceptable range of value, considering the costs associated with condemnation proceedings are estimated to be \$3,000 - \$5,000, excluding appraisal costs and attorney fees. Staff recommends the Board approve the Requested Motion.

**Account:** 20404330700.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 30700 - Transportation Capital Improvements; 506110 - Land

**Attachments:** Purchase Agreement; Appraisal (Location Map Included); City of Bonita Springs Recommendation; 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>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *6/8/04*  
Time: *1:00 pm*  
Forwarded To:  
*Ce. Adm*  
*6/9/04 4PM*

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
*6/9/04*  
*4:20 pm SLT*  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
*6-10-04*  
*1:30 pm*

This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway South Extension, No. 4043  
Parcels: 254 and 254-SDE/Santiago  
STRAP No.: 25-47-25-B4-00201.0510

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **EUGENIO SANTIAGO AND DELLA SANTIAGO, husband and wife**, whose address is 26825 Stardust Drive, Bonita Springs, Florida 34135, Owner, hereinafter referred to as **SELLER**, 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 17.16 square feet, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope and drainage easement consisting of 263.44 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference; hereinafter collectively called "the Property." This property will be acquired for the Three Oaks Parkway South Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price of the Property ("Purchase Price") will be ~~One Thousand Six Hundred and~~ <sup>Two Thousand Three Hundred</sup> ~~No/100 (\$1,600.00)~~ <sup>No/100 (\$2,300.00)</sup>, payable at closing by County Warrant.

*D.S.*  
*E.S.*

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 a Slope and Drainage easement (the form of the easement is attached as Exhibit "X"), 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, if applicable;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) SELLER's attorney fees, and appraiser fees, if any.

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

- (a) Recording fee for deed and easement;
- (b) survey, (if desired by BUYER);
- (c) payment of subordination and/or partial release of mortgage fees, if any;
- (d) documentary stamps on deed and easement.

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 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 15 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 thirty (30) 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:

Ruben Muniz  
Signature of Witness

Ruben Muniz  
Print Name of Witness

Joseph Keith Gomez  
Signature of Witness

Joseph Keith Gomez  
Print Name of Witness

SELLER:

Eugenio Santiago 5-12-04  
EUGENIO SANTIAGO (DATE)

WITNESSES:

Ruben Muniz  
Signature of Witness

Ruben Muniz  
Print Name of Witness

Joseph Keith Gomez  
Signature of Witness

Joseph Keith Gomez  
Print Name of Witness

SELLER:

DELIA SANTIAGO 3-12-04  
DELIA SANTIAGO (DATE)  
*3/12/04 Delia Santiago*

BUYER:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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



February 24, 2004

**THREE OAKS PARKWAY**

**PARCEL 254**

**PART OF LOT 51, BLOCK 1  
LEITNER CREEK MANOR, UNIT 2  
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

A tract or parcel of land for right-of-way purposes, being part of Lot 51, Block 1, Leitner Creek Manor Unit 2, according the plat thereof recorded in Plat Book 30, Pages 79 and 80, in the Public Records of Lee County, Florida, lying in Section 25, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the southeast corner of the Northeast Quarter (NE-1/4) of the Southwest Quarter (SW-1/4) of said section (said point also being the southeastern most corner of said lot) run S 089° 07' 33" W along the south line of said lot for 6.59 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of said curve to the left having a radius of 5,939.00 feet (delta 00° 03' 02") (chord bearing N 05° 51' 59" W) (chord 5.23 feet) for 5.23 feet to an intersection with the northeasterly line of said lot; thence run S 54° 22' 41" E along said line for 8.76 feet to the Point of Beginning.

Containing 17.16 square feet or 0.00 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the west line of the Southwest Quarter (SE-1/4) of Section 25, Township 47 South, Range 25 East, to bear N 01° 04' 09" W.

**Exhibit "A"**

Page 1 of 2

20013033 Parcel 254 022404



**NOTES:**

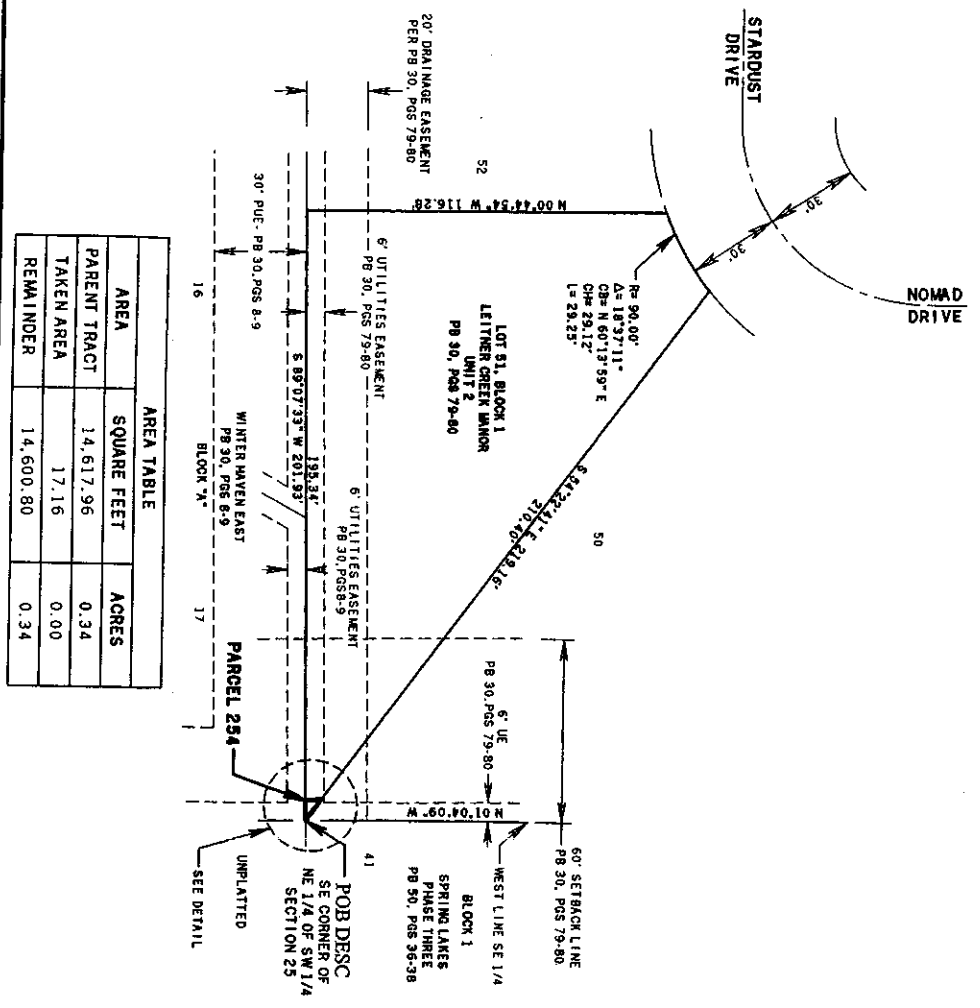
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATES FOR THE WEST ZONE OF FLORIDA (N.A.D. 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01°04'09" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POB = POINT OF COMMENCEMENT
4. POB = POINT OF BEGINNING
5. DESC. = DESCRIPTION
6. R = RADIUS
7. Δ = DELTA ANGLE
8. CB = CHORD BEARING
9. CH = CHORD DISTANCE
10. L = ARC LENGTH
11. OR / O.R. = OFFICIAL RECORD BOOK
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 17.16 SQUARE FEET MORE OR LESS.
15. P. B. / P.B. = PLAT BOOK
16. P.U.E. = PUBLIC UTILITY EASEMENT
17. U.E. = UTILITY EASEMENT

**THIS IS NOT A SURVEY**

*Mark G. Wentzel*  
 MARK G. WENTZEL (FOR THE FIDELB 642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NUMBER 5247  
 DATE SIGNED: 2/24/04  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

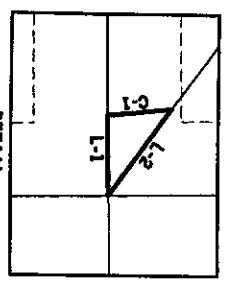
PARCEL 254 - THREE OAKS PARKWAY

**SECTION 25, TOWNSHIP P 47 SOUTH, RANGE 25 EAST**



AREA TABLE	
AREA	SQUARE FEET
PARENT TRACT	14,617.96
TAKEN AREA	17.16
REMAINDER	14,600.80

**C-1**  
 R= 5939.00'  
 Δ= 00°09'02"  
 CB= N 05°51'59" W  
 CH= 5.23'  
 L= 5.23'



**PARCEL IN**  
 SECTION 25, TOWNSHIP 47 SOUTH,  
 RANGE 25 EAST  
 CITY OF BONITA SPRINGS  
 DEER COUNTY, FLORIDA

**JOHNSON ENGINEERING**

2158 JOHNSON STREET  
 FORT MYERS, FL 33902-1500  
 PHONE (239) 324-0061  
 FAX (239) 324-3661  
 E.F. #692 N.L.B. #642

**SKETCH TO ACCOMPANY DESCRIPTION**

DATE	02-20-04
PROJECT NO.	20013033
TITLE NO.	25-47-25
SCALE	1"=50'
SHEET	1 OF 2

Exhibit "A"  
 Page 2 of 2





February 24, 2004

**PARCEL 254-SDE**

**PART OF LOT 51, BLOCK 1  
LEITNER CREEK MANOR, UNIT 2  
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

An easement for slope and drainage purposes, being part of Lot 51, Block 1, Leitner Creek Manor Unit 2, according the plat thereof recorded in Plat Book 30, Pages 79 and 80, in the Public Records of Lee County, Florida, lying in Section 25, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the southeast corner of the Northeast Quarter (NE-1/4) of the Southwest Quarter (SW-1/4) of said section (said point also being the southeastern most corner of said lot) run S 89° 07' 33" W along the south line of said lot for 6.59 feet to the Point of Beginning of the herein described easement.

From said Point of Beginning continue S 89° 07' 33" W along said south line for 20.08 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of said curve to the left having a radius of 5,919.00 feet (delta 00° 11' 40") (chord bearing N 05° 57' 18" W) (chord 20.08 feet) for 20.08 feet to an intersection with the north line of a 20 foot wide drainage easement as shown on said plat, 20 feet north of (as measured on a perpendicular) and parallel with said south lot line; thence run N 89° 07' 33" E along the north line of said easement for 1.14 feet to an intersection with the northeasterly line of said lot; thence run S 54° 22' 41" E along said line for 24.87 feet to an intersection with a non-tangent curve; thence departing said northeasterly line run southeasterly along the arc of said curve to the right having a radius of 5,939.00 feet (delta 00° 03' 02") (chord bearing S 05° 51' 59" E) (chord distance 5.23 feet) for 5.23 feet to the Point of Beginning.

Containing 263.44 square feet or 0.01 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the west line of the Southwest Quarter (SE-1/4) of Section 25, Township 47 South, Range 25 East to bear N 01° 04' 09" W.

**Exhibit "B"**

Page 1 of 2

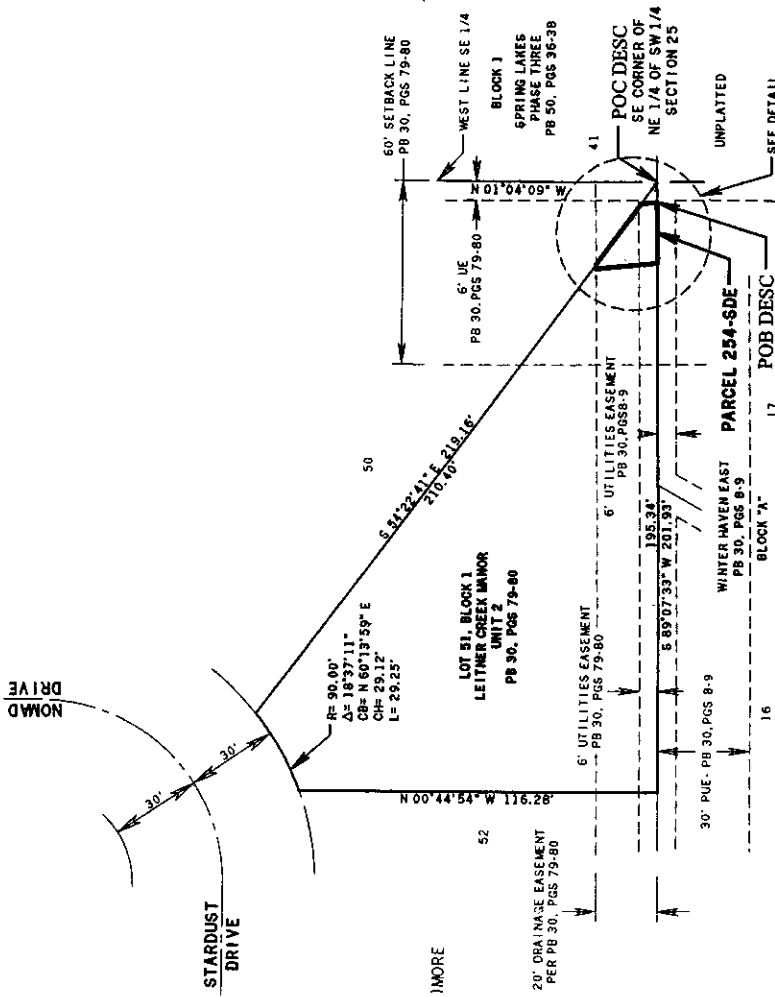
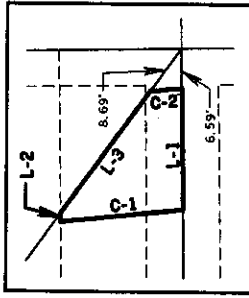
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



L-1= S 89°07'33" W 20.08'  
 L-2= N 89°07'33" E 1.41'  
 L-3= S 54°22'41" E 24.87'

**C-1**  
 R= 5919.00'  
 Δ= 00° 11' 40"  
 CB= N 05°57'18" W  
 CH=20.08'  
 L= 20.08'

**C-2**  
 R= 5939.00'  
 Δ= 00°03'02"  
 CB= S 05°51'59" E  
 CH= 5.23'  
 L= 5.23'



AREA TABLE		
AREA	SQUARE FEET	ACRES
PARENT TRACT	14,617.96	0.34
TAKEN AREA	263.44	0.01
REMAINDER	14,600.80	0.34

**JOHNSON ENGINEERING**

PARCEL 254SDE - THREE OAKS PARKWAY  
 20 FOOT SLOPE & DRAINAGE EASEMENT

2158 JOHNSON STREET  
 P. O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (239) 334-0046  
 FAX (239) 334-3661  
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION  
 SECTION 25, TOWNSHIP 47 SOUTH,  
 RANGE 25 EAST  
 CITY OF BONITA SPRINGS  
 LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
02-20-04	20013033	25-47-25	1"=50'	1 OF 2

NOTES:

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATES FOR THE WEST ZONE OF FLORIDA (N.A.D. 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01°04'09" W.
- THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
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- OR / O.R. = OFFICIAL RECORD BOOK
- PG. / PGS. = PAGE OR PAGES
- DESCRIPTION ATTACHED
- PARCEL CONTAINS 263.44 SQUARE FEET (0.01 ACRES) MORE OR LESS.
- P.B. / PB = PLAT BOOK
- PUE = PUBLIC UTILITY EASEMENT
- UE = UTILITY EASEMENT

THIS IS NOT A SURVEY

*Mark G. Wentzel*  
 MARK G. WENTZEL (FOR THE FIRM LB 642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NUMBER 5247

DATE SIGNED: 2/29/09  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

Exhibit "B"

Page 2 of 2

**This instrument prepared by:**

Lee County  
Division of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Parcel: 254-SDE/Santiago  
Project: Three Oaks Parkway South Extension/4043  
STRAP No.: 25-47-25-B4-00201.0510

**SLOPE/RESTORATION AND DRAINAGE EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between EUGENIO SANTIAGO and DELLA SANTIAGO, husband and wife, whose address is 26825 Stardust Drive, Bonita Springs, Florida 34135 , (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

**WITNESSETH:**

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a perpetual, non-exclusive slope/restoration and drainage easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).

2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope and drainage facilities on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway, and to maintain stormwater drainage within the Easement Parcel.

3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration, and drainage purposes are not limited to a particular type, style, material or design.

4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may install fencing and plant foliage within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement.

5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.

6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Grantor, has caused this document to be signed on the date first above written.

**TWO SEPARATE WITNESSES:**

As to Grantor:

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Eugenio Santiago

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

**TWO SEPARATE WITNESSES:**

As to Grantor:

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Della Santiago

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Eugenio Santiago and Della Santiago. They are personally known to me or have produced \_\_\_\_\_ as identification.

(type of identification)

(Seal)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)



February 24, 2004

Page 4 of 5

**PARCEL 254-SDE**

**PART OF LOT 51, BLOCK 1  
LEITNER CREEK MANOR, UNIT 2  
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

An easement for slope and drainage purposes, being part of Lot 51, Block 1, Leitner Creek Manor Unit 2, according the plat thereof recorded in Plat Book 30, Pages 79 and 80, in the Public Records of Lee County, Florida, lying in Section 25, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the southeast corner of the Northeast Quarter (NE-1/4) of the Southwest Quarter (SW-1/4) of said section (said point also being the southeastern most corner of said lot) run S 89° 07' 33" W along the south line of said lot for 6.59 feet to the Point of Beginning of the herein described easement.

From said Point of Beginning continue S 89° 07' 33" W along said south line for 20.08 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of said curve to the left having a radius of 5,919.00 feet (delta 00° 11' 40") (chord bearing N 05° 57' 18" W) (chord 20.08 feet) for 20.08 feet to an intersection with the north line of a 20 foot wide drainage easement as shown on said plat, 20 feet north of (as measured on a perpendicular) and parallel with said south lot line; thence run N 89° 07' 33" E along the north line of said easement for 1.14 feet to an intersection with the northeasterly line of said lot; thence run S 54° 22' 41" E along said line for 24.87 feet to an intersection with a non-tangent curve; thence departing said northeasterly line run southeasterly along the arc of said curve to the right having a radius of 5,939.00 feet (delta 00° 03' 02") (chord bearing S 05° 51' 59" E) (chord distance 5.23 feet) for 5.23 feet to the Point of Beginning.

Containing 263.44 square feet or 0.01 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the west line of the Southwest Quarter (SE-1/4) of Section 25, Township 47 South, Range 25 East to bear N 01° 04' 09" W.

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST

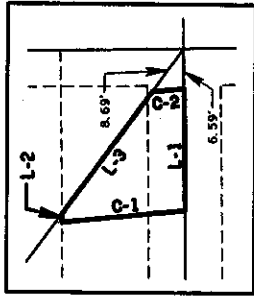
NOTES:

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATES FOR THE WEST ZONE OF FLORIDA (N.A.D. 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01°04'09" W.
- THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- DESC. = DESCRIPTION
- R = RADIUS
- Δ = DELTA ANGLE
- CB = CHORD BEARING
- CH = CHORD DISTANCE
- L = ARC LENGTH
- OR / O.R. = OFFICIAL RECORD BOOK
- PG. / PGS. = PAGE OR PAGES
- DESCRIPTION ATTACHED
- PARCEL CONTAINS 263.44 SQUARE FEET (0.01 ACRES) MORE OR LESS.
- P.B. / PB = PLAT BOOK
- PUE = PUBLIC UTILITY EASEMENT
- UE = UTILITY EASEMENT

L-1 = S 89°07'33" W 20.08'  
 L-2 = N 89°07'33" E 1.41'  
 L-3 = S 84°22'41" E 24.87'

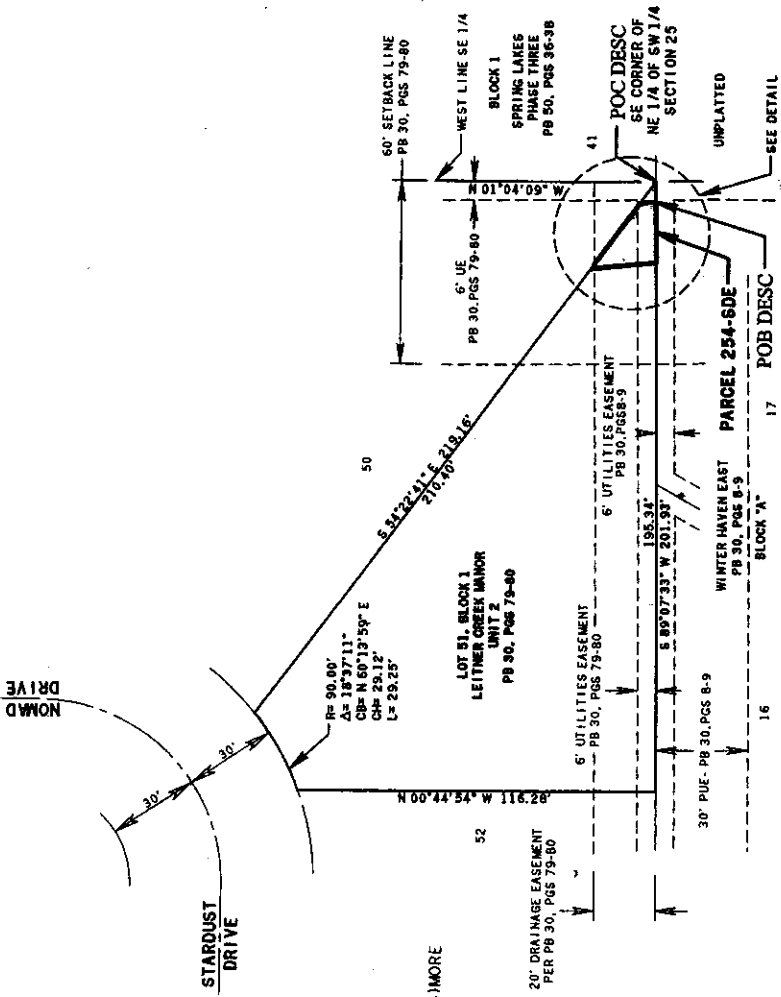
C-1  
 R = 5919.00'  
 Δ = 00°11'40"  
 CB = N 05°57'18" W  
 CH = 20.08'  
 L = 20.08'

C-2  
 R = 5939.00'  
 Δ = 00°03'02"  
 CB = S 05°51'59" E  
 CH = 5.23'  
 L = 5.23'



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

Exhibit "X"  
 Page 5 of 5



AREA TABLE		
AREA	SQUARE FEET	ACRES
PARENT TRACT	14,617.96	0.34
TAKEN AREA	263.44	0.01
REMAINDER	14,600.80	0.34

2158 JOHNSON STREET  
 FORT MYERS, FLORIDA 33902-1350  
 PHONE (239) 334-0045  
 FAX (239) 334-3681  
 E.B. #642 & L.B. #642

**JOHNSON**  
**ENGINEERING**

PARCEL 254SDE - THREE OAKS PARKWAY  
 20 FOOT SLOPE & DRAINAGE EASEMENT

THIS IS NOT A SURVEY

*Mal S. Wentzel*

MARK G. WENTZEL (FOR THE FIRM LB 642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NUMBER 5247

DATE SIGNED: 2/29/09  
 NOT VALID WITHOUT THE SIGNATURE AND  
 THE ORIGINAL RAISED SEAL OF A FLORIDA  
 SURVEYOR AND MAPPER.

SKETCH TO ACCOMPANY DESCRIPTION  
 PROJECT NO. 20013033  
 DATE 02-20-04  
 FILE NO. 25-47-25  
 SCALE 1"=50'  
 SHEET 1 OF 2

Exhibit "A"  
 Page 2 of 2





**RECEIVED**  
MAY 20 2004  
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

May 18, 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 254/254SE, Santiago

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. 25-47-25-B4-00201.0510

Date: November 18, 2003

Parcel: 254

Project: Three Oaks Pkwy. South Extension,  
Project 4043 (E. Terry St. to N. Leitner Creek)To: J. Keith Gomez  
Property Acquisition AgentFrom: Kenneth Pitt   
Real Estate Title Examiner

STRAP: 25-47-25-B4-00201.0510

Effective Date: October 16, 2003, at 5:00 p.m.

**Subject Property:** Lot 51, Block 1, Leitner Creek Manor, Unit 2, recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***Eugenio Santiago and Della Santiago, husband and wife.***

By that certain instrument dated February 6, 1998, recorded February 11, 1998, in Official Record Book 2919, Page 1204, Public Records of Lee County, Florida.

**Easements:**

1. Subject to Deed Restrictions recorded in Official Record Book 575, Page 808, which rights were assigned in Official Record Book 2603, Page 3024, Public Records of Lee County, Florida.
2. Subject to a 60 foot rear setback line established on the plat "Leitner Creek Manor, Unit 2," recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.
3. Subject to a ~~five~~ foot utilities easement dedicated on the plat "Leitner Creek Manor, Unit 2" and recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.

NOTE(1): Subject to a mortgage in the original sum of \$58,500.00 recorded in Official Record Book 2919, Page 1205 and was subsequently assigned in Official Record Book 3063, Page 714 and again in Official Record Book 3704, Page 4507 all in the Public Records of Lee County, Florida.

NOTE(2): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection, recorded in Official Record Book 2189, Page 3281, Public Records of Lee County, Florida and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

## Division of County Lands

## Ownership and Easement Search

Search No. 25-47-25-B4-00201.0510

Date: November 18, 2003

Parcel: 254

Project: Three Oaks Pkwy. South Extension,  
Project 4043 (E. Terry St. to N. Leitner Creek)

NOTE(3): Subject to the following Federal Tax Liens vs. Lawrence Franklin:

- Lawrence B. Franklin and Patricia Franklin*
- |    |             |  |
|----|-------------|--|
| a. | \$30,469.96 | Official Record Book 2385, Page 1262, Public Records of Lee County, Florida. |
| b. | \$30,437.97 | Official Record Book 2430, Page 2396, Public Records of Lee County, Florida  |
| c. | \$30,437.96 | Official Record Book 2430, Page 2397, Public Records of Lee County, Florida  |
| d. | \$30,461.50 | Official Record Book 2547, Page 3045, Public Records of Lee County, Florida  |
| e. | \$30,461.50 | Official Record Book 2547, Page 3046, Public Records of Lee County, Florida. |
| f. | \$ 7,365.20 | Official Record Book 2547, Page 3047, Public Records of Lee County, Florida  |
| g. | \$30,461.50 | Official Record Book 2547, Page 3048, Public Records of Lee County, Florida. |
| h. | \$30,901.31 | Official Record Book 2589, Page 1374, Public Records of Lee County, Florida  |
| i. | \$30,901.31 | Official Record Book 2589, Page 1375, Public Records of Lee County, Florida  |
| j. | \$30,901.31 | Official Record Book 2589, Page 1376, Public Records of Lee County, Florida. |
| k. | \$30,901.31 | Official Record Book 2589, Page 1377, Public Records of Lee County, Florida. |
| l. | \$30,901.31 | Official Record Book 2589, Page 1378, Public Records of Lee County, Florida. |
| m. | \$52,817.66 | Official Record Book 2610, Page 0019, Public Records of Lee County, Florida  |
| n. | \$30,461.50 | Official Record Book 2897, Page 0365, Public Records of Lee County, Florida  |

NOTE(4): Subject to an order Taxing Costs vs. Lawrence Franklin in the sum of \$83.50, recorded in Official Record Book 2432, Page 3845, Public Records of Lee County, Florida.

NOTE(5): Subject to a Judgment vs. Lawrence Franklin in the sum of \$54,981.27, recorded in Official Record Book 2826, Page 2586, Public Records of Lee County, Florida.

**Tax Status: \$739.62 paid on April 4, 2003 for tax year 2002.***(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 – Parent Tract

Parcel Nos. 254 and 254SE

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**