

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

Blue Sheet No. 20050726

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 113-SDE, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$89,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

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

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

4. Departmental Category: 6 *C66*

5. Meeting Date: *6-14-05*

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 125
 - Ordinance
 - Admin. Code
 - Other BS20041560
- Resolution 05-01-10

8. Request Initiated:

Commissioner _____
Department Independent
Division County Lands
By: Karen L.W. Forsyth, Director *KLF*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Slope and Drainage Easement from an improved, single-family residential property.

Property Details:

Owner: James J. Devita, Trustee
Address: 26891 Lost Woods Circle, Bonita Springs, 34135
STRAP No.: 25-47-25-B4-0040A.0180

Purchase Details:

Purchase Price: \$89,000
Costs to Close: \$1,500

The property owner was not originally interested in selling the easement parcel. However, through negotiations, he has now agreed to sell for \$89,000.

Appraisal Information:

Company: Carlson, Norris & Associates
Appraised Value: \$84,000

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value can be justified, considering the costs associated with condemnation proceedings are estimated to be \$4,000 - \$6,000, excluding value increases and attorney fees and costs. Staff recommends the Board approve the Action Requested.

Account: 20404330709.506110

Attachments: Purchase Agreement; Affidavit of Interest; Appraisal Data; Location Map; Recommendation of City of Bonita Springs; Title Data; 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>KLF</i>			<i>DAO 3/26 11/2/05</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>6-2-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date: *6/14/05*
Time: _____
Forwarded To: _____
6/2/05 12:41pm

RECEIVED BY COUNTY ADMIN: *[Signature]*
6-2-05
2:00
COUNTY ADMIN FORWARDED TO: *[Signature]*
6/2/05
4:50 pm

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcels: 113-SDE/Devita
STRAP No.: 25-47-25-B4-0040A.0180

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 _____, 20____ by and between **JAMES J. DEVITA, Individually and as Trustee of the James J. Devita and Margareta A. Devita Revocable Living Trust Agreement dated February 11, 1991**, whose address is 26891 Lost Woods Circle, 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 perpetual, non-exclusive slope and drainage easement consisting of 2,341.68 square feet, located and described as set forth in Exhibit "A", 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", 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 of the Property ("Purchase Price") will be Eighty-Nine Thousand and No/100 (\$ 89,000.00), 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 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;

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 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 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.

The chain link fence along the eastern boundary is to be moved to the western line of the slope and drainage easement at time of construction and then relocated back to the eastern line of the slope and drainage easement following construction. The Purchase Price includes payment for all other improvements located within the easement area.

WITNESSES:

Joseph Keith Gomez
Signature of Witness

Joseph Keith Gomez
Print Name of Witness

Patty Austin
Signature of Witness

PATTY AUSTIN
Print Name of Witness

SELLER:

James J. DeVita 19 May 05
JAMES J. DEVITA, (Date)
Individually and as Trustee of
the James J. Devita and Margareta
A. Devita Revocable Living Trust
Agreement dated February 11,
1991.

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)



October 20, 2004

THREE OAKS PARKWAY

PARCEL 113-SDE

**PART OF LOT 18, BLOCK A
WINTER HAVEN EAST
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel of land, being part of Lot 18, Block A, Winter Haven East, according to the plat thereof recorded in Plat Book 30, Pages 8 and 9, 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:

Beginning at the northeast corner of said lot run S 01° 04' 09" E along the east line of said lot for 120.76 feet to the southeast corner of said lot; thence run S 79° 36' 46" W along the south line of said lot for 20.27 feet; thence departing said south line run N 01° 04' 09" W for 113.41 feet to an intersection with the north line of said lot; thence run N 60° 55' 52" E along said north line for 22.65 feet to the Point of Beginning.

Containing 2,341.68 square feet or 0.05 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 east line of the Southwest Quarter (SW-1/4) of Section 25, Township 47 South, Range 25 East to bear S 01° 04' 09" E.

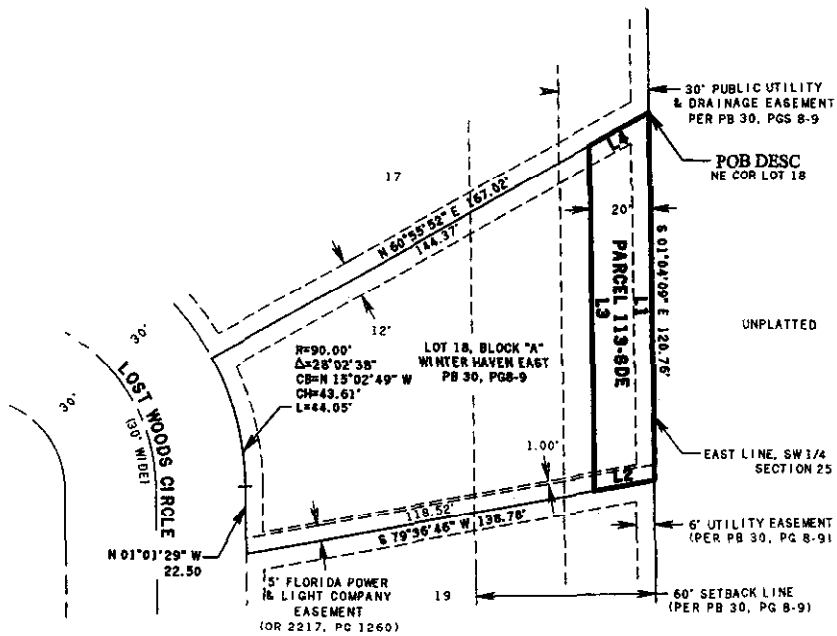
Exhibit "A"
Page 1 of 2

20013033 Parcel 113-SDE 102004

NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE EAST LINE OF THE SW 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 01°04'09" E.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = 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 = OFFICIAL RECORD
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 2,342 SQUARE FEET (0.05 ACRES) MORE OR LESS.

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



L1= S 01°04'09" E 120.76'
 L2= S 79°36'46" W 20.27'
 L3= N 01°04'09" W 113.41'
 L4= N 60°55'52" E 22.65'

Exhibit "A"
 Page 2 of 2

THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM 6642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247

DATE SIGNED: 3/26/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.

AREA TABLE		
AREA	SQUARE FEET	ACRES
PARENT TRACT	13,263.99	0.30
TAKEN AREA	2,341.68	0.05

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

**PARCEL 113SDE - THREE OAKS PARKWAY
 20 FOOT SLOPE & DRAINAGE EASEMENT**

**JOHNSON
 ENGINEERING**

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

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-25-04	20013033	25-47-25	1"=50'	1 OF 2

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Exhibit "X"
Page 1 of 4

Parcel: 113-SDE/Devita
Project: Three Oaks Parkway South Extension/4043
STRAP No.: 25-47-25-B4-0040A.0180

SLOPE/RESTORATION AND DRAINAGE EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
between JAMES J. DEVITA, Individually and as Trustee of the James J. Devita and Margareta A.
Devita Revocable Living Trust dated February 11, 1991, whose address is 26891 Lost Woods
Circle, 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. The existing irrigation well, located within the easement area, may remain on the Easement Parcel.
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.

Slope/Restoration Easement
Project: Three Oaks Pkwy South/4043
Page 2 of 2

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

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

JAMES J. DEVITA, (Date)
Individually and as Trustee of the James
J. Devita and Margareta A. Devita
Revocable Living Trust Agreement dated
February 11, 1991

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by James J. Devita, Individually and as Trustee. He is personally known to me or has produced _____ as identification.

(type of identification)

(Seal)

(Signature of Notary Public)

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

October 20, 2004

THREE OAKS PARKWAY

PARCEL 113-SDE

**PART OF LOT 18, BLOCK A
WINTER HAVEN EAST
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel of land, being part of Lot 18, Block A, Winter Haven East, according to the plat thereof recorded in Plat Book 30, Pages 8 and 9, 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:

Beginning at the northeast corner of said lot run S 01° 04' 09" E along the east line of said lot for 120.76 feet to the southeast corner of said lot; thence run S 79° 36' 46" W along the south line of said lot for 20.27 feet; thence departing said south line run N 01° 04' 09" W for 113.41 feet to an intersection with the north line of said lot; thence run N 60° 55' 52" E along said north line for 22.65 feet to the Point of Beginning.

Containing 2,341.68 square feet or 0.05 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 east line of the Southwest Quarter (SW-1/4) of Section 25, Township 47 South, Range 25 East to bear S 01° 04' 09" E.

Exhibit "A"

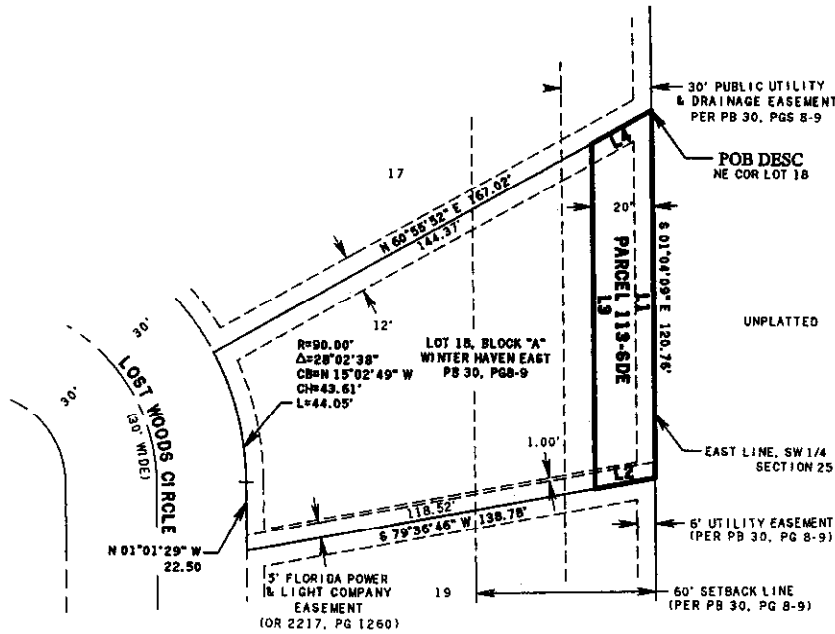
Page 1 of 2

20013033 Parcel 113-SDE 102004

NOTES:

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2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
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Exhibit "A"

Page 2 of 2



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Mark G. Wentzel

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

DATE SIGNED: 3/26/04
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PARCEL IN
SECTION 25, TOWNSHIP 47 SOUTH,
RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

PARCEL 113SDE - THREE OAKS PARKWAY
20 FOOT SLOPE & DRAINAGE EASEMENT

JOHNSON
ENGINEERING

2156 JOHNSON STREET
P.O. BOX 1350
FORT MYERS, FLORIDA 33902-1350
PHONE (239) 334-0946
FAX (239) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-25-04	20013033	25-47-25	1"=50'	1 OF 2

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 19th day of May, 2005 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

The Name and Address of the Grantor is:

James J. Devita, Trustee of the James J. Devita and
Margareta A. Devita Revocable Living Trust dated February 11, 1991
26891 Lost Woods Circle
Bonita Springs, Florida 34135

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

1. James J. Devita
2. 26891 Lost Woods Circle, Bonita Spgs, FL 34135
3. Margareta A. Devita
4. 26891 Lost Woods Circle, Bonita Spgs, FL 34135
5. _____
6. _____

The real property to be conveyed to Lee County is known as:

SEE ATTACHED EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Joseph Keith Gomez
Witness Signature

Joseph Keith Gomez
Printed Name

Patty Austin
Witness Signature

Patty Austin
Printed Name

James J. Devita TR
Signature of Affiant

JAMES J. DEVITA
Printed Name

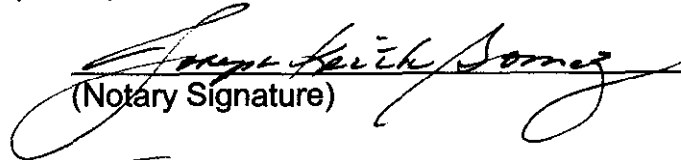
Affidavit of Interest in Real Property
Parcel: 113/Devita
STRAP: 25-47-25-B4-0040A.0180
Project: Three Oaks Parkway South Ext. 4043

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 19th day of May, 2005 by James J. Devita, Individually and as Trustee of the James J. Devita and Margareta A Devita Revocable Living Trust dated February 11, 1991, on behalf of the Trust.

(SEAL)


(Notary Signature)

Joseph Keith Gomez
(Print, type or stamp name)



Joseph Keith Gomez
Commission # DD305652
Expires: March 31, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Personally known _____
OR Produced Identification _____
Type of Identification FLA DL
128-0



October 20, 2004

THREE OAKS PARKWAY

PARCEL 113-SDE

**PART OF LOT 18, BLOCK A
WINTER HAVEN EAST
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

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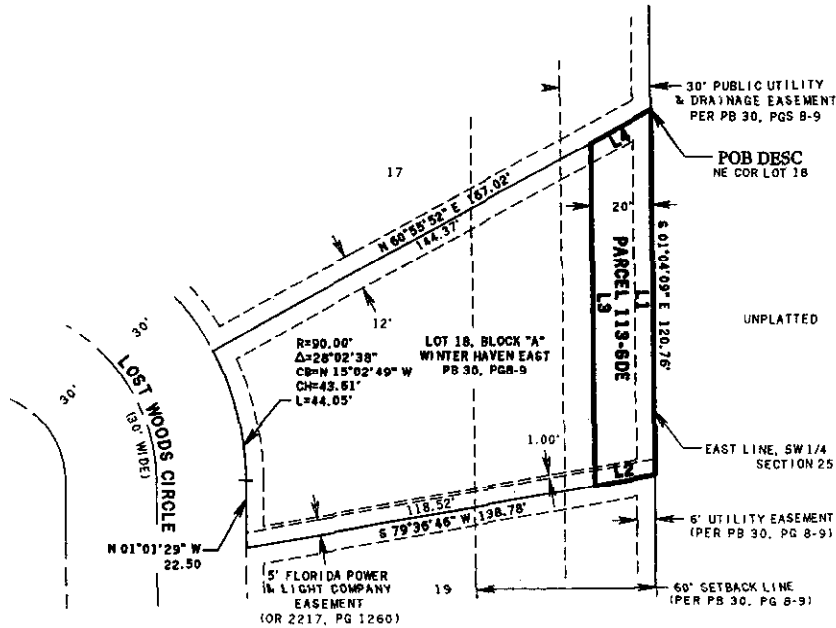
Page 1 of 2

20013033 Parcel 113-SDE 102004

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8. CB = CHORD BEARING
9. CH = CHORD DISTANCE
10. L = ARC LENGTH
11. OR = OFFICIAL RECORD
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 2,342 SQUARE FEET (0.05 ACRES) MORE OR LESS.

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



- L1 = S 01°04'09" E 120.76'
- L2 = S 79°36'46" W 20.27'
- L3 = N 01°04'09" W 113.41'
- L4 = N 60°55'52" E 22.65'

Exhibit "A"

Page 2 of 2



THIS IS NOT A SURVEY

Mark G. Wentzel

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

DATE SIGNED: 3/26/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.

AREA TABLE		
AREA	SQUARE FEET	ACRES
PARENT TRACT	13,263.99	0.30
TAKEN AREA	2,341.68	0.05

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

**PARCEL 113SDE - THREE OAKS PARKWAY
 20 FOOT SLOPE & DRAINAGE EASEMENT**

**JOHNSON
 ENGINEERING**

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

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03-25-04	20013033	25-47-25	1"=50'	1 OF 2

UNIFORM RESIDENTIAL APPRAISAL REPORT

Property Address **26891 Lost Woods Circle** City **Bonita Springs** State **FL** Zip Code **34135-5366**
 Legal Description **Lot 16, Blk A, Winter Haven East, PB 30, PG 8** Parcel **113SDE**** County **Lee**
 Assessor's Parcel No. **25-47-25-B4-0040A.0180** Tax Year **2004** R.E. Taxes \$ **1,716.83** Special Assessments \$ **None**
 Borrower **DEVITA, James J. Trust** Current Owner **James J. Devita, Trust** Occupant: Owner Tenant Vacant
 Property Rights appraised: Fee Simple Leasehold Project Type: PUD Condominium (HUD/VA only) HOA \$ **N/A** /Mo.
 Neighborhood or Project Name **Winter Haven East** Map Reference **25-47-25** Census Tract **0504.00**
 Sale Price \$ **Not a Sale** Date of Sale **N/A** Description and \$ amount of loan charges/concessions to be paid by seller: **N/A**
 Lender/Client **Lee County - County Lands** Address **P.O. Box 398, Fort Myers, FL 33902-0398**
 Appraiser **Phil Benning, Associate** Address **1919 Courtney Drive, Suite 14, Fort Myers, FL 33901**

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Predominant occupancy	Single family housing PRICE (\$1000)	AGE (yrs)	Present land use %	Land use change
Built up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/> Owner	150	Low	One family 100	<input checked="" type="checkbox"/> Not likely
Growth rate	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input type="checkbox"/> Tenant	500+	High	2-4 family	<input type="checkbox"/> In process
Property values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/> Vacant (0-5%)	200-350+	15-20	Multi-family	To:
Demand/supply	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In balance	<input type="checkbox"/> Over supply	<input type="checkbox"/> Vac. (over 5%)	Predominant		Commercial	**Three Oaks Parkway
Marketing time	<input checked="" type="checkbox"/> Under 3 mos.	<input type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.				Vacant	Extension Project

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: **Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), Bonita Beach Road (S).**
 Maturely developed with predominately single family and manufactured homes.
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
 The area consists of average-good quality homes that are adequately maintained and that have average-good appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Increasing employment and property values are prevalent.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time - such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
 Market conditions are active with increasing property values. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Demand exceeds the supply of active listings, with typical marketing times of 1-3 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent. Market conditions are expected to remain active into the near future.

Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No N/A
 Approximate total number of units in the subject project: **N/A** Approximate total number of units for sale in the subject project: **N/A**
 Describe common elements and recreational facilities:

Dimensions 66.55' x 138.78' x 120.76' x 167.02' per survey provided	Topography Level
Site area 13,264 SF	Size Larger than Typical
Specific zoning classification and description RS-1 Residential Single Family	Shape Irregular Polygon
Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	Drainage Appears Adequate
Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)	View Residential
Utilities: Public <input checked="" type="checkbox"/> Other <input type="checkbox"/>	Landscaping Typical
Electricity <input checked="" type="checkbox"/>	Driveway Surface Concrete
Gas <input type="checkbox"/>	Apparent easements 30' PU & DE North & East
Water <input checked="" type="checkbox"/> + Irrig. well	FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sanitary sewer <input checked="" type="checkbox"/> Available/Septic	FEMA Zone X500 Map Date 7/20/1998
Storm sewer <input type="checkbox"/>	FEMA Map No. 1251240510D

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): **No adverse site conditions observed per site survey provided. The site is a larger than typical building site. Site improvements: Fill/prep/sod/landscaping \$4,000, concrete driveway-\$2,000, chain link fence-\$1,000, impact fee \$3,200, well-\$1,000, central water/septic \$4,500.**

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units One	Foundation Concrete Slab	Slab Concrete	Area Sq. Ft. None	Roof <input type="checkbox"/>
No. of Stories One	Exterior Walls Brick	Crawl Space None	% Finished N/A	Ceiling *Adeq. <input checked="" type="checkbox"/>
Type (Det./Att.) Detached	Roof Surface Dimens. Shingle	Basement None	Ceiling N/A	Walls *Adeq. <input checked="" type="checkbox"/>
Design (Style) Ranch	Gutters & Dwnspnts. Aluminum	Sump Pump None	Walls N/A	Floor <input type="checkbox"/>
Existing/Proposed Existing	Window Type Aluminum	Dampness N/A	Floor N/A	None <input type="checkbox"/>
Age (Yrs.) 15/1990	Storm Screens No/Yes	Settlement N/A	Outside Entry N/A	Unknown <input type="checkbox"/>
Effective Age (Yrs.) 10 years	Manufactured House No	Infestation N/A		*Assumed Adeq.

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												None
Level 1	Area	1	Area	1		1		3	4			2,004
Level 2												

Finished area above grade contains: **6 Rooms; 3 Bedroom(s); 4 Bath(s); 2,004 Square Feet of Gross Living Area**

INTERIOR Materials/Condition	HEATING Adeq.	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE: 2 Garage
Floors Parquet/Tile	Type FWA	Refrigerator <input type="checkbox"/>	None <input type="checkbox"/>	Fireplace(s) # One <input checked="" type="checkbox"/>	None <input type="checkbox"/>
Walls Drywall	Fuel Elec.	Range/Oven <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Patio Entry/193sf <input checked="" type="checkbox"/>	Garage # of cars
Trim/Finish Wood	Condition Avg.	Disposal <input checked="" type="checkbox"/>	Drop Stair <input type="checkbox"/>	Deck <input type="checkbox"/>	Attached 2 Cars
Bath Floor Tile	COOLING Adeq.	Dishwasher <input checked="" type="checkbox"/>	Scuttle <input checked="" type="checkbox"/>	Porch Gl. Enc./196sf <input checked="" type="checkbox"/>	Detached
Bath Wainscot Tile	Central Yes	Fan/Hood <input checked="" type="checkbox"/>	Floor <input type="checkbox"/>	Fence Chain Link <input checked="" type="checkbox"/>	Built-in
Doors Raised Panel	Other Fans	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool <input type="checkbox"/>	Carport
All in above average condition	Condition Avg.	Washer/Dryer <input type="checkbox"/>	Finished <input type="checkbox"/>		Driveway 2 Cars

Additional features (special energy efficient items, etc.): **Cathedral ceiling great room, brick fireplace, custom wood kitchen cabinets, tile floors in kitchen & baths, parquet floors thruout remainder, cultured marble vanity tops/sinks, 196sf glass/window enclosed porch, 193sf entry patio****
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: **No physical, functional or external obsolescence was noted. The improvements are of above average quality, and have been maintained in above average condition relative to actual age.**
****192sf utility shed and a fenced yard.**

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: **None adverse were noted.**

UNIFORM RESIDENTIAL APPRAISAL REPORT

Verification Section

Table with columns for Estimated Site Value, Estimated Reproduction Cost-New of Improvements, Depreciation, and Indicated Value by Cost Approach.

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FHA, the estimated remaining economic life of the property):

Main comparison table with columns: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Includes rows for Address, Proximity, Sales Price, Price/Gross Living Area, Data and/or Verification Source, VALUE ADJUSTMENTS, etc.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Adjustments exceeded recommended parameters in some instances due primarily to the differences in livable and site areas.

Table with columns: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Includes rows for Date, Price and Data Source, for prior sales within year of appraisal.

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The subject property is not listed in the regional MLS.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 313,000

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

This appraisal is made [X] "as is" [] subject to the repairs, alterations, inspections or conditions listed below [] subject to completion per plans & specifications.

Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.

Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. Insufficient market data is available for a reliable GRM.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF April 9, 2005 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 313,000

APPRAISER: Phil Benning, Associate Signature: [Signature] SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: [Signature] Name: J. Lee Norris, MAI, SRA Inspect Property [] Did [X] Did Not Date Report Signed: May 11, 2005 State Certification #: 0001220 St. Cert. Res. REA State FL Or State License #: State

Parent - Tract Appraised Value

Supplemental Addendum

File No. 05-16-11

File No. 05-16-11

Borrower/Client DEVITA, James J, Trust			
Property Address 28891 Lost Woods Circle			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5366
Lender Lee County - County Lands			

PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of this appraisal is to estimate the total compensation due the property owner. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision in the acquisition of a partial interest in a 2,342sf slope/drainage easement (Parcel 113SDE) next to the proposed right of way on the east frontage of the parent tract described as Lot 18, Block A, Winter Haven East.

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, Sunshine 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 Winter Haven East, a development of single family homes in Bonita Springs. Winter Haven East has good proximity to area facilities in Bonita Springs. Improvements in the subject development exhibit a wide range of single family home sizes, style, age and quality.

COMMENTS ON THE LAND VALUE ESTIMATE

Since Winter Haven East and the surrounding area is maturely developed, there are limited land sales in support of the site value estimate. Included for reference are the following:

Parcel# 34-47-25-B3-02000.0010, 113x140, as closed on 04/22/05 for \$125,000 per American Heritage Title (\$7.90/sf)
 Parcel# 36-47-25-B3-01200.1540, 50x132, as recorded 04/20/05 for \$ 79,000 per OR 4673/1271 (\$11.97/sf)
 Parcel# 25-47-25-B4-0040A.0070, 80x137, as recorded 03/29/05 for \$105,000 per OR 4644/2787 (\$9.58/sf)
 Parcel# 36-47-25-B1-00002.0090, 100x130, as recorded 01/25/05 for \$ 90,000 per OR 4568/2467 (\$6.92/sf)

COMMENTS ON THE COST APPROACH AND OPTIONS INCLUDED

Glass enclosed porch, 196sf @ \$55.00/sf	\$10,760
Utility shed, 192@ \$15.00/sf	\$ 2,880
Total Options	\$13,660

COMMENTS ON DATE OF SALE TIME ADJUSTMENTS

Home prices in the Lee County real estate market increased by an average of 23 percent from 2003 to 2004. While we cannot predict when the growth rate will temper, we find it necessary to make historical adjustments for the growth that has occurred over the previous 12 months whenever a comparable sale is older than 30 days. 24% annualized simple interest (2% per month) is currently used when time adjustments are made.

SALES COMPARISON ANALYSIS

Age/condition and quality adjustments are based on observable data, and on comments provided by Realtors familiar with the sales utilized. The adjustments reflect market reaction to the differences.

All sales lacked a 3rd and 4th bath, and a fireplace. All appeared inferior in overall quality relative to the subject's brick exterior and interior finishes and appointments. All had less appealing screened porches relative to the subject's glass/window enclosed porch. All lacked the subject's utility shed. Sale #1 lacked a fence. Sale #3 required an upward time adjustment to reflect current value in a highly active market of escalating property values.

Sale #1 was an adequately similar home on a larger lot with a less appealing screened porch partially offset by the subject's smaller, but more appealing enclosed porch. Included was a larger deck. Irrigation was less appealing city water relative to the subject's on site well.

Sale #2 was a smaller home on a smaller lot with a less appealing 1 car garage. There was no irrigation system reported.

Sale #3 was a newer, smaller home on a smaller lot. Irrigation was less appealing city water relative to the subject's on site well.

Supplemental Addendum

File No. 05-16-11

Borrower/Client DEVITA, James J, Trust				
Property Address 26891 Lost Woods Circle				
City Bonita Springs	County Lee	State FL	Zip Code 34135-5366	
Lender Lee County - County Lands				

After adjustments, sales indicate a range of value from \$287,500 to \$320,300. Greatest emphasis is placed on Sales #1 and #2 which are the most recent. Sale #3 is supportive.

ANALYSIS OF REMAINDER INTEREST IN EASEMENT-PARCEL 113 SDE

Parcel 113 SDE is a slope/drainage easement and is adjacent to the proposed road right of way. The slope/drainage easement will contain approximately 2,342 square feet. The easement will be used to create a slope from the proposed final road grade to the adjoining property. The easement area will be 20 feet wide and utilized for fill and grass, and some drainage retention. The easement area will render the improved parent tract less usable to the property owner due to the reduced land area and locational obsolescence created by the close proximity of the proposed road.

The impact of the slope/drainage easement area on the fee simple ownership of the full "bundle of rights" is measured at 25%. In addition, the remainder parcel will be located adjacent to a major traffic arterial. This close proximity creates damages to the remainder for which the property owner must be compensated. The loss in value is measured at 25% and is applied to land as well as improvements. For this particular property there are trees and a portion of fence which must be removed. The cost to cure is measured and included in the total compensation due the owner.

Based upon this analysis the total compensation due the property owner as of the effective date of the appraisal, April 9, 2005, was \$41,000.

SUMMARY OF ANALYSIS

Market Value of Fee Simple Interest in Parent Parcel (Land Value)	x	13,264 sf \$ 8.50 per sf	
		\$112,744	\$113,000
Depreciated value of improvements		\$184,451	\$184,000
Site improvements contribution		\$ 15,700	\$ 15,700
Market Value in Fee Simple		\$312,895	\$312,700

Market Value "as is" in Fee Simple Rounded **\$313,000**

Less: Remainder

Land Portion (unencumbered)		
10,922sf x \$8.50/sf = \$92,837 x .75 (1)		\$ 69,628
Land Portion (encumbered)		
2,342sf x \$8.50/sf = \$19,907 x .75 (2) x (.75) (1)		\$ 11,198
Improvements		

\$200,000 - \$2,000 (3) x .75 (1)		\$148,500
Value of Part Taken		\$ 83,674

Total Compensation due the Property Owner

- (1) 1 - .25 (Locational Obsolescence) = .75
- (2) 1 - .25 (Impact of slope & drainage easement) = .75
- (3) Fence, well, trees \$2,000

\$ 84,000

* Appraised Value of take area

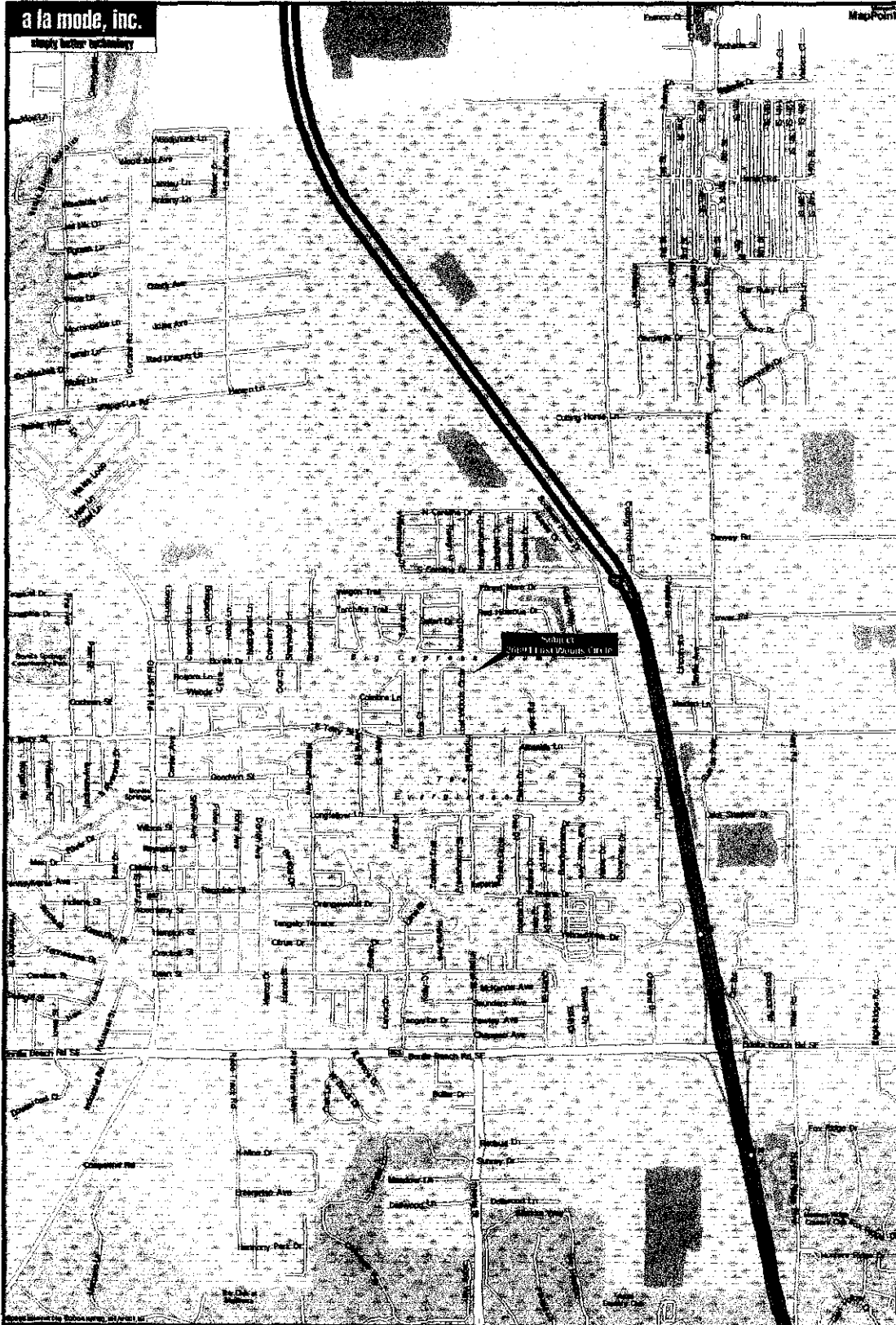
The above analysis indicates the market value in fee simple for the subject property as of April 9, 2005 was \$312,000. The total compensation due the property owner as of April 9, 2005 including the 2,342 square feet of the slope and drainage easement and replacement of fence and trees was \$83,000.

Phil Benning
 Phil Benning, Associate
 St. Cert. Res. REA
 #0001220

J. Lee Morris
 J. Lee Morris, MAI, SRA
 St. Cert. Gen. REA
 #0000643

Location Map

Borrower/Client DEVITA, James J, Trust							
Property Address 26891 Lost Woods Circle							
City	Bonita Springs	County	Lee	State	FL	Zip Code	34135-5366
Lender Lee County - County Lands							





RECEIVED
MAY 25 2005
COUNTY LANDS

May 23, 2005

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

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
Councilman
District Four

David T. Piper, Jr.
Councilman
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

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 113SDE/Devita, Trustee

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/kd

cc: Ken Hoffman, Community Project Coordinator

Division of County Lands

Ownership and Easement Search

Search No. 25-47-25-B4-0040A.0180

Date: January 19, 2005

Parcel: 113SDE

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

To: J. Keith Gomez
Property Acquisition Agent

From: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 25-47-25-B4-0040A.0180

Effective Date: December 15, 2004, at 5:00 p.m.

Subject Property: Lot 18, in Block A, Winter Haven East, recorded in Plat Book 30, Page 8, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

James J. Devita, as Trustee of the James J. Devita and Margareta A. Devita Revocable Living Trust Agreement.

By that certain instrument dated February 18, 1991, recorded March 4, 1991, in Official Record Book 2206, Page 1206, Public Records of Lee County, Florida.

Easements:

1. Subject to a 30 foot Public Utility and Drainage Easement along the Northerly and Easterly lines of the property, as set forth on the plat "Winter Haven East," recorded in Plat Book 30, Page 8, Public Records of Lee County, Florida.
2. Subject to a 60 foot rear setback line as set forth on the plat "Winter Haven East," recorded in Plat Book 30, Page 8, Public Records of Lee County, Florida.
3. Subject to the reservation of a six foot Public Utility Easement along the boundary lines of all homesites and building sites, as set forth on the plat "Winter Haven East," recorded in Plat Book 30, Page 8, Public Records of Lee County, Florida.
4. Subject to an easement granted to the Florida Power and Light Company affecting the South 5 feet of the subject property, recorded in Official Record Book 2217 Page 1260, Public Records of Lee County, Florida.

NOTE(1): Subject property is not encumbered by a mortgage.

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 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-B4-0040A.0180

Date: January 19, 2005

Parcel: 113SDE

Project: Three Oaks Pkwy. South Extension

Project 4043 (E. Terry St. to N. Leitner Creek)

Tax Status: \$1,716.83 paid on November 16, 2004 for tax year 2004.

(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. 113SDE

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS