

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

Blue Sheet No. 20050758

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 334-RW & 334-SDE, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$70,000; 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

CGE

5. Meeting Date:

06-21-2005

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 125
 - Ordinance
 - Admin. Code
 - Other BS20050292
- Resolution 05-03-23

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: Right of Way Easement and Slope & Drainage Easement from a vacant, single-family residential property.

Property Details:

Owner: Marcel R. LeFevre and Nicole E. LeFevre, h/w
Address: 24131 Sunny Lane, Bonita Springs, 34135
STRAP No.: 14-47-25-B1-00200.1460

Purchase Details:

Purchase Price: \$70,000
Costs to Close: \$1,250

The property owners originally required \$75,000 for the property. However, through negotiations, they have now agreed to accept \$70,000.

Appraisal Information:

Company: Carlson, Norris & Associates
Appraised Value: \$63,500

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.

Account: 20404330709.506110

Attachments: Purchase Agreement; 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
<i>K. Forsyth</i>			<i>AD \$3105</i>	<i>[Signature]</i>	Analyst:	Risk	Grants	Mgr.
					<i>MP 6/16/05</i>	<i>6/16/05</i>	<i>6/16/05</i>	<i>6/16/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date:
Time:
Forwarded To:

RECEIVED BY COUNTY ADMIN
<i>12-3-05</i>
<i>11:30</i>
COUNTY ADMIN FORWARDED TO:
<i>6/16/05</i>
<i>5/22</i>

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcels: 334-RW, 334-SDE/LeFevre
STRAP No.: 14-47-25-B1-00200.1460

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 **MARCEL R. LEFEVRE** and **NICOLE E. LEFEVRE, husband and wife**, whose address is 15990 Triple Crown Court, Fort Myers, Florida 33912, 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 road right of way easement parcel consisting of ±2,788.21 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 parcel consisting of ±4,372.80 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", 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 Seventy Thousand and No/100 (\$70,000.00), 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 Right of Way Easement, and Slope and Drainage Easement (the form of the easements are attached as Exhibits "C" and "D", respectively), 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);

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.

WITNESSES:

[Signature]
Signature of Witness

[Print Name]
Print Name of Witness

Signature of Witness

Print Name of Witness

WITNESSES:

[Signature]
Signature of Witness

[Print Name]
Print Name of Witness

Signature of Witness

Print Name of Witness

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

[Signature] May 25, 2005
MARCEL R. LEFEVRE (DATE)

SELLER:

[Signature] May 25, 2005
NICOLE E. LEFEVRE (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)



July 8, 2004

THREE OAKS PARKWAY

PARCEL 334-RW

**PART OF TRACT 146
SAN CARLOS ESTATES
LYING IN SECTION 14, 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 Tract 146, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in Section 14, Township 47 South, Range 25 East, City of Bonita Springs, Lee County, Florida, being more particularly described as follows:

From the northeast corner of the Northwest Quarter (NW-1/4) of said Section 14, run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 718.42 feet to the northeast corner of Tract 21 of said San Carlos Estates; thence run S 00° 13' 03" E for 660.00 feet to the northwest corner of said Tract 146; thence run S 82° 29' 12" E along the north line of said tract for 30.28 feet to an intersection with the east line of Sunny Lane (60 feet wide), as shown and recorded in Official Record Book 557, Pages 354 and 355 and Official Record Book 535, Page 826; thence run S 00° 13' 03" E along said east line for 22.12 feet to an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning, departing said east line, run southerly along the arc of said curve to the right, having a radius of 65.00 feet (delta 99° 21' 42") (chord bearing S 11° 31' 39" E) (chord 99.12 feet) for 112.72 feet to an intersection with a non-tangent curve; thence run southwesterly along the arc of said curve to the left, having a radius of 60.00 feet (delta 48° 52' 44") (chord bearing S 22° 49' 58" W) (chord 49.65 feet) for 51.19 feet to an intersection with the east line of said Sunny Lane (60 feet wide); thence run N 00° 13' 03" W along said east line for 142.88 feet to the Point of Beginning.

Containing 2,788.21 square feet or 0.06 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 north line of the Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

Exhibit "A"

Page 1 of 2

20013033 Parcel 334-RW 070804

NOTES:

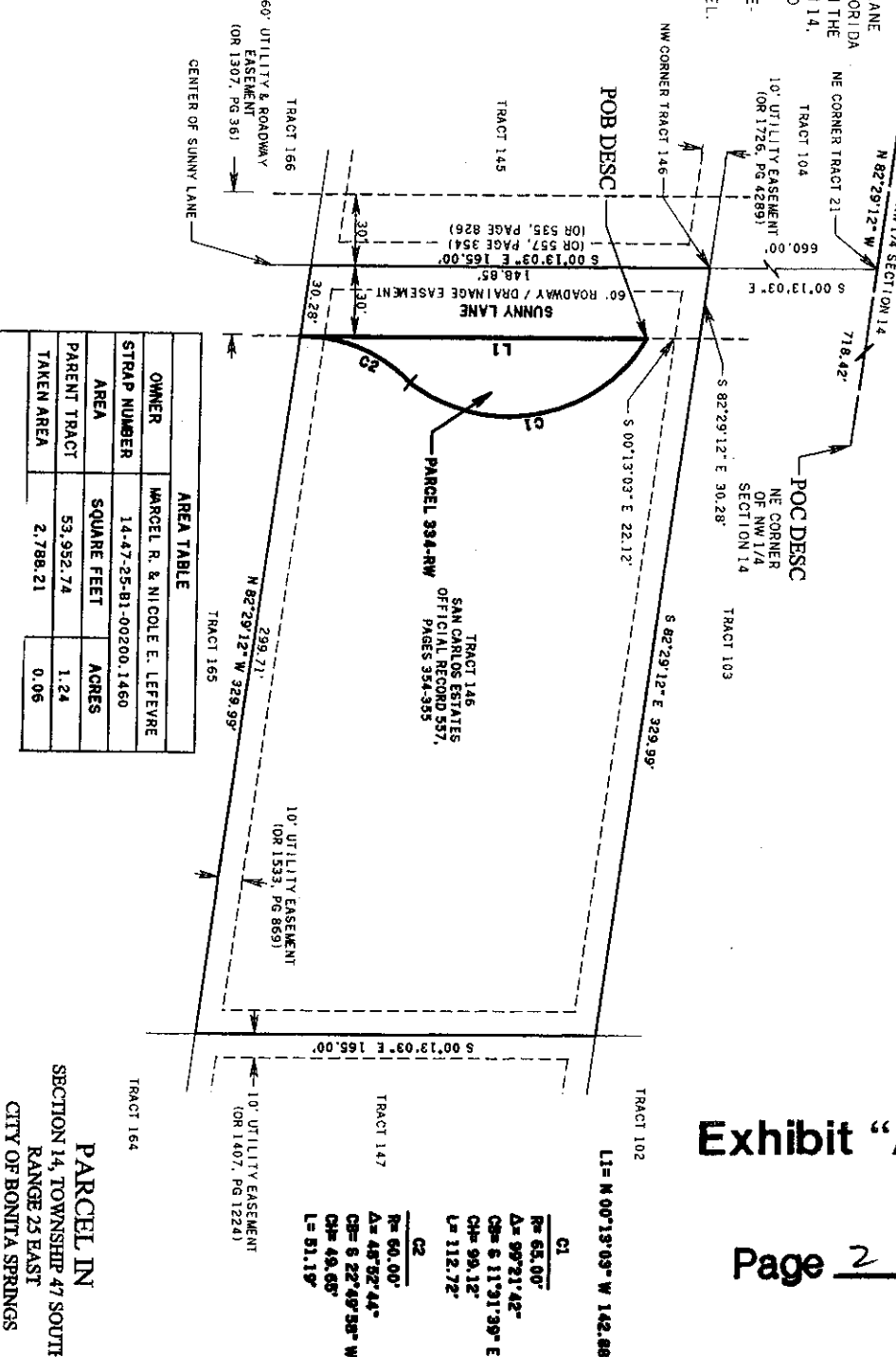
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°29'12" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS 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 2,788 SQUARE FEET (0.06 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST

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: 6/30/04
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

SECTION 14, TOWNSHIP P 47 SOUTH, RANGE 25 EAST



AREA TABLE	
OWNER	MARGEL R. & NI COLE E. LEFEBVE
STRAP NUMBER	14-47-25-B1-00200.1460
AREA	SQUARE FEET
PARENT TRACT	53,952.74
TAKEN AREA	2,788.21
	ACRES
	1.24
	0.06

Exhibit "A"

Page 2 of 2



PARCEL 334-RW - THREE OAKS PARKWAY

JOHNSON ENGINEERING

2158 JOHNSON STREET
 P. O. BOX 1530
 FORT WORTH, TEXAS 76101
 FAX (817) 334-0046
 E.B. 942 S.L.B. 9412

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
06-30-04	20013033	14-47-25	1"=60'	1 OF 2

PARCEL IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST CITY OF BONITA SPRINGS LEE COUNTY, FLORIDA



July 8, 2004

THREE OAKS PARKWAY

PARCEL 334-SDE

**PART OF TRACT 146
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

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From the northeast corner of the Northwest Quarter (NW-1/4) of said Section 14, run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 718.42 feet to the northeast corner of Tract 21 of said San Carlos Estates; thence run S 00° 13' 03" E for 660.00 feet to the northwest corner of said Tract 146 and the Point of Beginning.

From said Point of Beginning run S 82° 29' 12" E along the north line of said tract for 299.86 feet to an intersection with a non-tangent curve; thence departing said north line run westerly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 15° 13' 40") (chord bearing N 85° 33' 52" W) (chord 298.12 feet) for 298.99 feet to an intersection with the west line of said tract; thence run N 00° 13' 03" W along said west line for 16.15 feet to the Point of Beginning.

Containing 4,372.80 square feet or 0.10 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 north line of the Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

Exhibit "B"

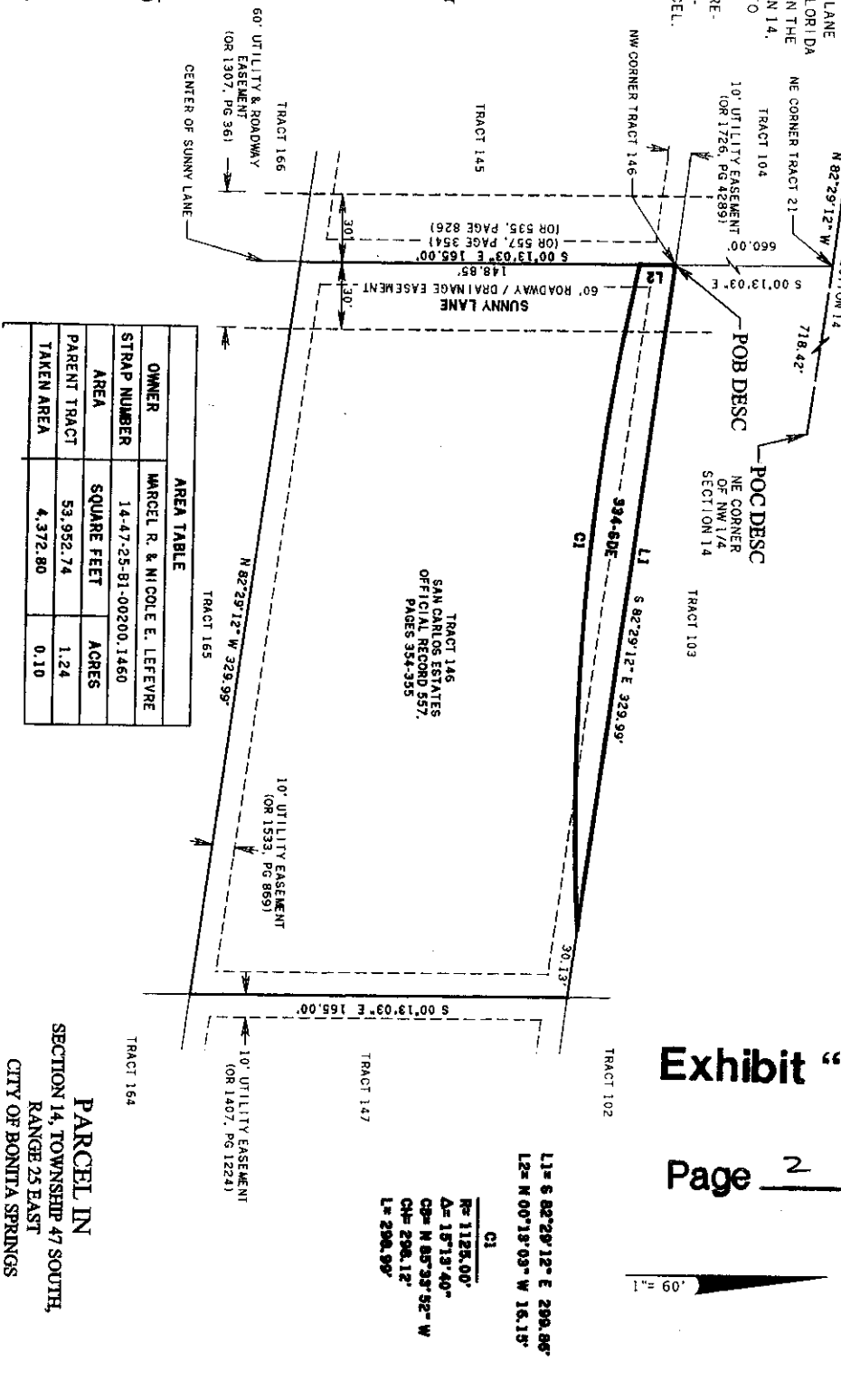
Page 1 of 2

20013033 Parcel 334-SDE

NOTES:

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9. CH = CHORD DISTANCE
10. L = ARC LENGTH
11. OR = OFFICIAL RECORD
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 4,373 SQUARE FEET (0.10 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FLOM LB 6421)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247
 DATE SIGNED: 6/30/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.

AREA TABLE	
OWNER	MARCEL R. & NICOLE E. LEFEBVRE
STRAP NUMBER	14-47-25-81-00200.1460
AREA	SQUARE FEET
PARENT TRACT	53,952.74
TAKEN AREA	4,372.80
	ACRES
	1.24
	0.10

Parcel 146
 SAN CARLOS ESTATES
 OFFICIAL RECORD 557,
 PAGES 354-355

Exhibit "B"
 Page 2 of 2



**PARCEL 334-SIDE - THREE OAKS PARKWAY
 SLOPE & DRAINAGE EASEMENT**

JOHNSON ENGINEERING

2150 JOHNSON STREET
 P.O. BOX 1350
 FORT WORTH, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-9661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
06-30-04	20013033	14-47-25	1"=60'	1 OF 2

PARCEL IN
 SECTION 14, TOWNSHIP 47 SOUTH,
 RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA

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

EXHIBIT **C**

Parcel: 334/LeFevre
Project: Three Oaks Parkway 4043
STRAP No.: 14-47-25-B1-00200.1460

Page 1 of 5

**GRANT OF PERPETUAL
RIGHT-OF-WAY EASEMENT**

This INDENTURE, made and entered into this _____ day of _____, 2005, between MARCEL R. LEFEVRE AND NICOLE E. LEFEVRE, husband and wife, Owner, whose address is 15990 Triple Crown Court, Fort Myers, Florida 33912, hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 hereinafter "Grantee":

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public right-of-way easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a public roadway, signalization equipment including overhead signal pole and the roadway drainage system, together with, but not limited to, swales, culverts, manholes and appurtenances, to be located on, under, across, and through the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said system within the easement.

3. The right-of-way easement will not limit the particular type of drainage necessary for said roadway, nor will it limit the placement of improvements within the easement to a particular type, style, material or design. The Grantor may not construct any structures within said easement, nor will any foliage be placed in said easement.

4. Title to the constructed improvements will remain in the Grantee, Grantee's successors, appointees and/or assigns.

5. 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, Grantor covenant that they are lawfully seized and possessed of the described real property in Exhibit "A", have good and lawful right and power to sell and 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.

6. Grantor, its heirs, successors or assigns, will indemnify and hold the Grantee harmless for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds or any other structures subsequently constructed by Grantor in violation of paragraph 3. within the above easement, resulting from the required activities of the Grantee for any construction, maintenance or repairs to the rights-of-way located within the above-described easement.

7. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements resulting from use of the access to the easement or the Grant of Perpetual Right-of-Way Easement construction, maintenance, or repairs located within the easement will be restored by the Grantee, to the condition it existed prior to the damage.

8. THIS AGREEMENT is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Marcel R. Le Fevre and Nicole E. Le Fevre, OWNER, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

MARCEL R. LEFEVRE GRANTOR

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

NICOLE E. LEFEVRE GRANTOR

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 Marcel R. LeFevre and Nicole E. LeFevre. They are personally known to me or who have produced _____ (type of _____ as identification. _____ identification)

(Signature of Notary Public)

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

July 8, 2004

Exhibit C

THREE OAKS PARKWAY

PARCEL 334-RW

Page 4 of 5

**PART OF TRACT 146
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

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Exhibit "A"

Page 1 of 2

20013033 Parcel 334-RW 070804

NOTES:

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12. PG. / PGS. = PAGE OR PAGES.
13. DESCRIPTION ATTACHED.
14. PARCEL CONTAINS 2,788 SQUARE FEET (0.06 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST.
16. SE / S.E. = SOUTHEAST.
17. NW / N.W. = NORTHWEST.
18. SW / S.W. = SOUTHWEST.

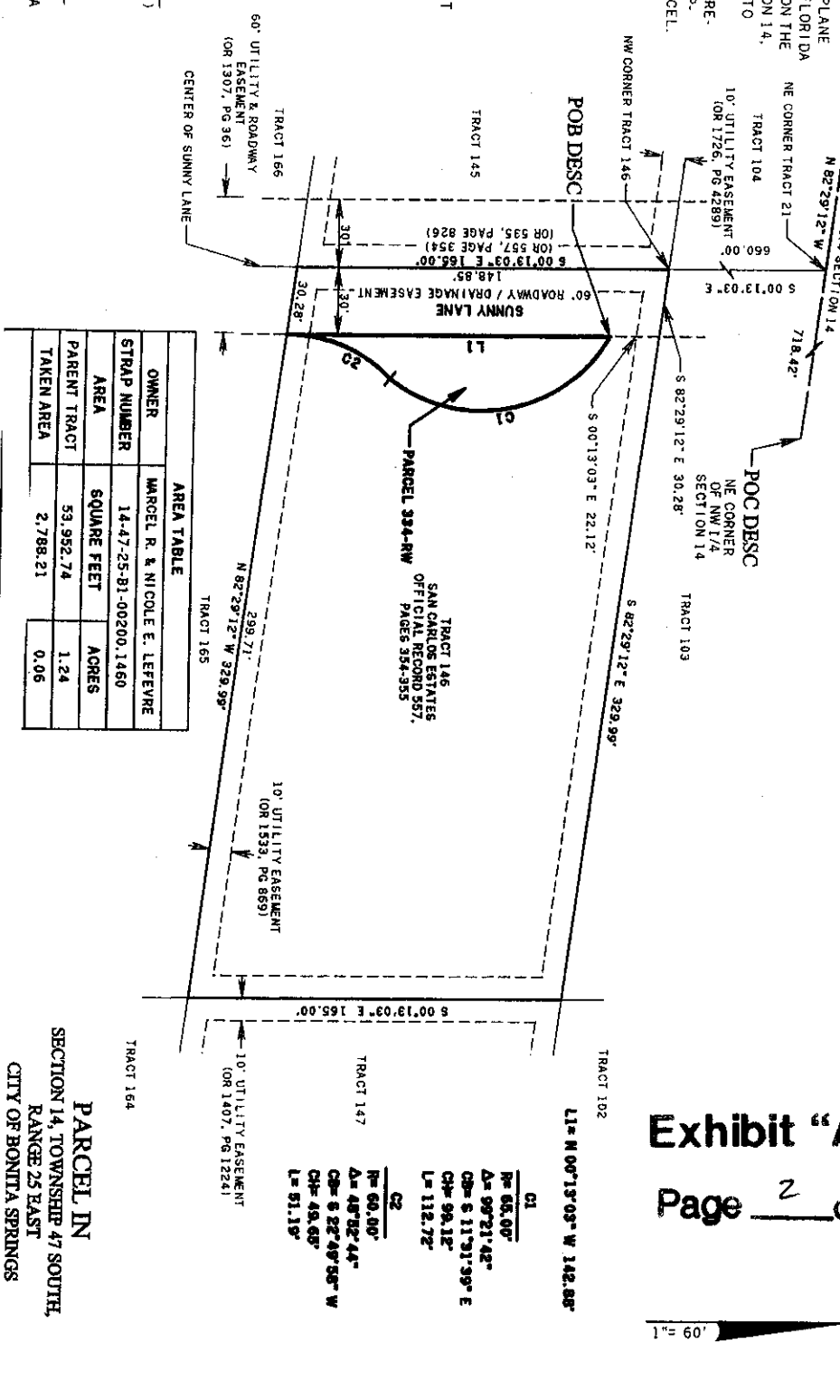
THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM) LB 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 9247

DATE SIGNED: 6/30/04
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



OWNER	AREA TABLE
MARCEL R. & NICOLE E. LEFÈVRE	STRAP NUMBER 14-47-25-81-00200.1460
AREA	SQUARE FEET 53,952.74
PARENT TRACT	ACRES 1.24
TAKEN AREA	2,788.21
	0.06

PARCEL IN
SECTION 14, TOWNSHIP 47 SOUTH,
RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

PARCEL 394-RW - THREE OAKS PARKWAY

JOHNSON
ENGINEERING

2156 JOHNSON STREET
P.O. BOX 1550
FORT WORTH, FLORIDA 33902-1550
PHONE (239) 334-0045
FAX (239) 334-0041
E.L.R. 9442 & L.R. 9442

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SHEET
06-30-04	20013033	14-47-25	1 OF 2



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

EXHIBIT D

Page 1 of 5

Parcel: 334-SDE/LeFevre
Project: Three Oaks Parkway South Extension/4043
STRAP No.: 14-47-25-B1-00200.1460

SLOPE/RESTORATION AND DRAINAGE EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____, between MARCEL R. LEFEVRE AND NICOLE E. LEFEVRE, husband and wife, whose address is 15990 Triple Crown Court, Fort Myers, Florida 33912 , (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 or foliage within 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.

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

MARCEL R. LEFEVRE Date

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

NICOLE E. LEFEVRE 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 Marcel R. LeFevre and Nicole E. LeFevre. 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)



July 8, 2004

Page 4 of 5

THREE OAKS PARKWAY

PARCEL 334-RW

**PART OF TRACT 146
SAN CARLOS ESTATES
LYING IN SECTION 14, 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 Tract 146, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in Section 14, Township 47 South, Range 25 East, City of Bonita Springs, Lee County, Florida, being more particularly described as follows:

From the northeast corner of the Northwest Quarter (NW-1/4) of said Section 14, run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 718.42 feet to the northeast corner of Tract 21 of said San Carlos Estates; thence run S 00° 13' 03" E for 660.00 feet to the northwest corner of said Tract 146; thence run S 82° 29' 12" E along the north line of said tract for 30.28 feet to an intersection with the east line of Sunny Lane (60 feet wide), as shown and recorded in Official Record Book 557, Pages 354 and 355 and Official Record Book 535, Page 826; thence run S 00° 13' 03" E along said east line for 22.12 feet to an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning, departing said east line, run southerly along the arc of said curve to the right, having a radius of 65.00 feet (delta 99° 21' 42") (chord bearing S 11° 31' 39" E) (chord 99.12 feet) for 112.72 feet to an intersection with a non-tangent curve; thence run southwesterly along the arc of said curve to the left, having a radius of 60.00 feet (delta 48° 52' 44") (chord bearing S 22° 49' 58" W) (chord 49.65 feet) for 51.19 feet to an intersection with the east line of said Sunny Lane (60 feet wide); thence run N 00° 13' 03" W along said east line for 142.88 feet to the Point of Beginning.

Containing 2,788.21 square feet or 0.06 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 north line of the Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

Exhibit "A"

Page 2 of 2

20013033 Parcel 334-RW 070804

EXHIBIT "D"

NOTES

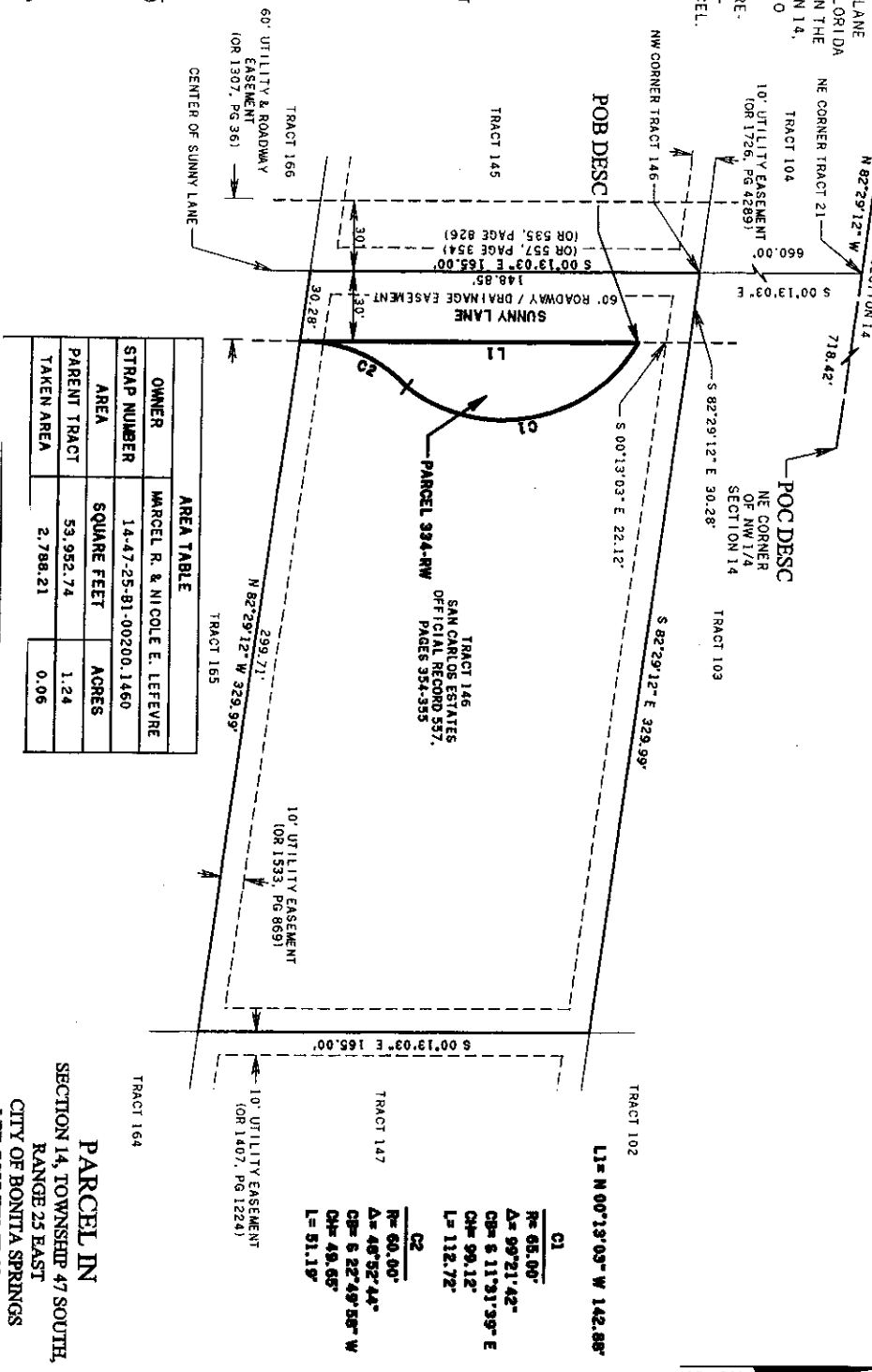
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°29'12" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS 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.
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THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FLORIDA 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER: 5247
 DATE SIGNED: 6/30/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



AREA TABLE	
OWNER	MARCEL R. & NICOLE E. LEEVRE
STRAP NUMBER	14-47-25-81-00200.1460
AREA	SQUARE FEET
PARENT TRACT	53,952.74
TAKEN AREA	2,788.21
	ACRES
	1.24
	0.06

PARCEL IN
 SECTION 14, TOWNSHIP 47 SOUTH,
 RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA

PARCEL 394-RW - THREE OAKS PARKWAY

JOHNSON
 ENGINEERING

2150 JOHNSON STREET
 P.O. BOX 1550
 FORT WERTH, FLORIDA 33902-1550
 PHONE: (239) 334-0045
 FAX: (239) 334-0051
 E.O. 12812 & L.R. 8412

SKETCH TO ACCOMPANY DESCRIPTION				
DATE	06-30-04	PROJECT NO.	20013033	SHEET
		PLAT NO.	14-47-25	1 OF 2
		SCALE	1"=60'	

Exhibit "A"

SUMMARY OF ANALYSIS

Project 4043-Three Oaks Parkway Extension

Parcel 334 - RW, 334 - SDE

Market Value of Fee Simple Interest in Parent Parcel (RW PARCEL)	x	53,953 sf \$3.80 per sf	\$205,021	\$205,021
less: remainder area \$3.80 per sf times .75 (1-.25**)	x	46,792 sf \$2.85 per sf	\$133,357	\$133,357
less: remainder in slope/drainage easement \$3.80 per sf times .50 (1 - (.25*+.25**))	x	4,373 sf \$1.90 per sf	\$8,309	\$8,309
remainder value for land within proposed easement			\$8,309	\$8,309
Total Value of Remainder			\$141,666	
Subtract Value of Remainder from Parent Parcel Value				\$63,355
Total Compensation Due the Property Owner rounded too				<u>\$63,500</u>

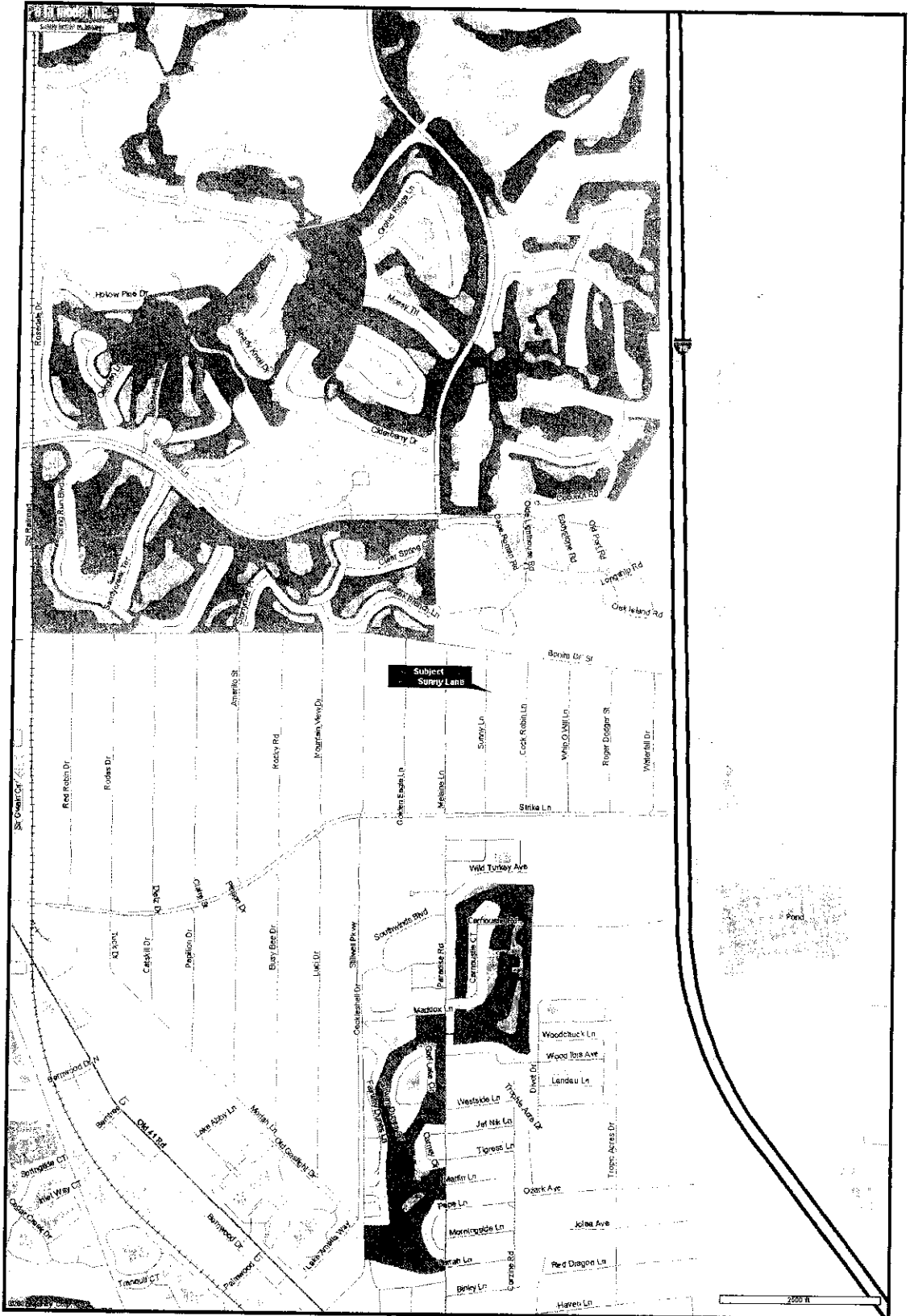
*slope/drainage impact, ** locational obsolescence

Analysis Confirmation

Part Taken in Fee for Cul-de-Sac (RW Easement)	x	2,788 sf \$3.80 per sf	\$10,594	\$10,594
Add-Part Taken- Slope/Drainage Easement \$3.80 per sf times .50 (*.25+**.25))	x	4373 sf \$1.90 per sf	\$8,309	\$8,309
Add-Part Taken-Impact on Remainder \$3.80 per sf times .25 (**locational obsolscence)	x	46,792 \$0.95 per sf	\$44,452	\$44,452
Total Market Value of Part Taken or Total Compensation Due the Property Owner rounded to				<u>\$63,355</u> <u>\$63,500</u> *

Location Map

Borrower/Client					
Property Address 24191 Sunny Lane					
City	Bonita Springs	County	Lee	State	FL
Lender	Lee County - County Lands		Zip Code	34135-7673	





*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

May 25, 2005

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

RE: Purchase Agreement – Imperial Street Widening
Project No. 4060
Parcel 334RW/334SDE, LeFevre

Dear Mr. Gomez:

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

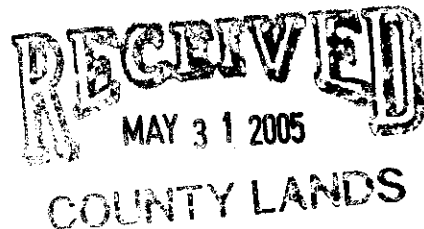
If you need further authorization, feel free to contact me.

Respectfully,

Gary A. Price
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator



Division of County Lands

Ownership and Easement Search

Search No. 14-47-25-B1-00200.1460

Date: November 5, 2003

Parcel: 334

Project: Three Oaks Parkway South Extension,
Project 4043

To: J. Keith Gomez
Property Acquisition Agent

From: Shelia A. Bedwell, CLS 
Property Acquisition Assistant

STRAP: 14-47-25-B1-00200.1460

updated 5/11/05
Effective Date: October 15, 2003, at 5:00 p.m.

Subject Property: Tract 146, San Carlos Estates, according to the plat thereof recorded in Official Record Book 557, Pages 354 and 355, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Marcel R. LeFevre and Nicole E. LeFevre, husband and wife

By that certain instrument dated November 12, 1998, recorded December 3, 1998, in Official Record Book 3044, Page 1618, 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 1533, Page 869, 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 are paid for the year 2002; 2003 taxes are now due and payable.
(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

5-Year Sales History

Parcel No. 334, 334SDE

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS