

Public Meeting

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20050886

- 1. ACTION REQUESTED/PURPOSE:** Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$81,000 for Parcel 330, 330SDE, Three Oaks Extension Project No. 4043, pursuant to the Purchase Agreement; 2) the Division of County Lands to handle and accept all documentation necessary to complete transaction.
- 2. WHAT ACTION ACCOMPLISHES:** Makes binding offer to property owner.
- 3. MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested

4. Departmental Category: 6		5. Meeting Date: 06-28-2005	
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On		7. Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute 73 & 125 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department _____ Independent Division _____ County Lands By: Karen L.W. Forsyth, Director <i>KLF</i>	

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest, and slope/drainage easement in a vacant, single-family residential property.

Property Details:
 Owner: Ralph W. Wilson
 Property Address: 24000 Melaine Lane, Bonita Springs, 34135
 STRAP No.: 14-47-25-B1-00200.0190

Purchase Details:
 Binding Offer Amount: \$81,000
 Estimated Closing Costs: \$1,500

The property owner's representative is awaiting a binding offer in order to proceed with negotiations. Therefore, staff recommends Board make a binding offer in the amount of \$81,000 to facilitate the acquisition process. (The County is responsible for a proportionate share of future district assessments for road and drainage improvements, which are estimated to be \$6,000. The Three Oaks Parkway project will benefit from the construction of the improvements).

Appraisal Information:
 Appraisal Firm: Carlson, Norris & Associates, Inc.
 Appraised Value: \$77,000

Staff Recommendation: Staff is of the opinion that the purchase price increase (6%) above the appraised value, can be justified and may secure an agreement for the purchase of the necessary parcel.

Account: 20404330709.506110

Attachments: Purchase and Sale Agreement, Appraisal Data, Title Data, Bonita Springs Recommendation, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	Analyst	Risk	Grants	<i>[Signature]</i>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY
 COUNTY ADMIN:
 6-15-05
 11:15
 COUNTY ADMIN
 FORWARDED TO:

Rec. by CoAtty
 Date: 6/15/2005
 Time: 8:45
 Forwarded To:

This document prepared by
Lee County Division of County Lands
Project: Three Oaks Parkway, 4043
Parcel: 330, 330-SDE/Wilson
STRAP No.:14-47-25-B1-00200.0190

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 _____, 2005 by and between Ralph W. Wilson, a single person, hereinafter referred to as SELLER, whose address is 24032 Melaine Lane, Bonita Springs, FL 34135, 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 fee-simple parcel of land consisting of ±22,485.82 square feet, and located at 24000 Melaine Lane, Bonita Springs, Florida 34135 and more particularly described in attached Exhibit "A", and a perpetual slope and drainage easement parcel consisting of ±3,731.67, and located at 24000 Melaine Lane, Bonita Springs, Florida 34135 and more particularly described in attached Exhibit "B", hereinafter collectively called "the Property." This Property will be acquired for the Three Oaks Parkway 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 ("Purchase Price") will be Eighty-One Thousand Dollars (\$81,000), 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 statutory warranty deed, 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;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;

(e) SELLER'S attorney fees, if any.

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

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 or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/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, to the best of SELLER's knowledge, 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, to the best of SELLER's knowledge, 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.

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:

SELLER:

RALPH W. WILSON (DATE)

CHARLIE GREEN, CLERK

BUYER:

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)

April 5, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 330

**PART OF TRACT 19
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, being part of Tract 19, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 through 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 run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 1,378.39 feet to the northeast corner of said tract and the Point of Beginning.

From said Point of Beginning run S 00° 13' 03" E along the east line of said tract for 165.00 feet to the southeast corner of said tract; thence run N 82° 29' 12" W along the south line of said tract for 100.36 feet to an intersection with a non-tangent curve; thence run northwesterly along the arc of said curve to the right, having a radius of 1,105.00 feet (delta 09° 42' 05") (chord bearing N 21° 27' 08" W) (chord 186.88 feet) for 187.10 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E along said north line for 168.66 feet to the Point of Beginning.

Containing 22,485.82 square feet or 0.52 acres, more or less.

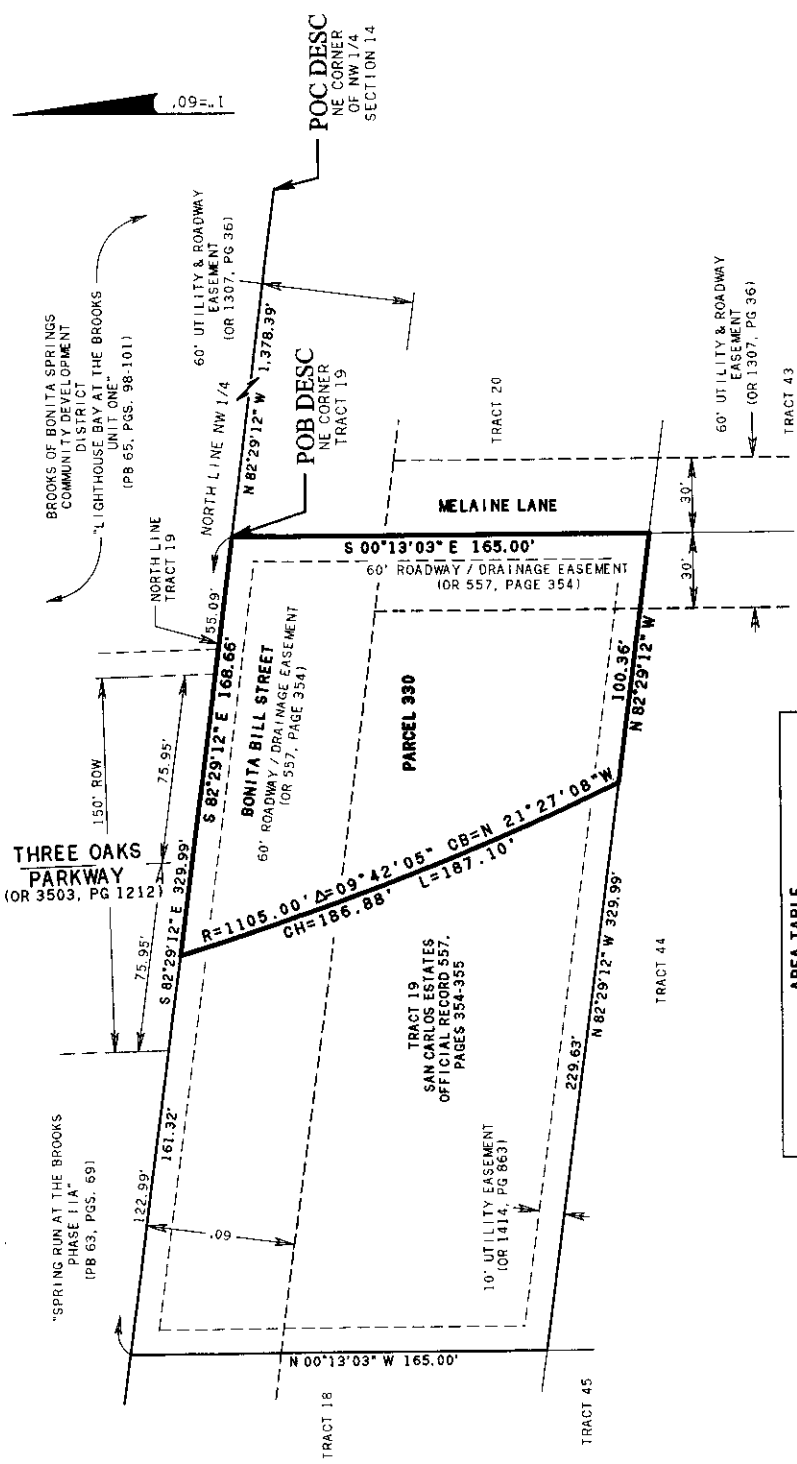
Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the north line of said Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

20013033 Parcel 330 040504

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST

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 22.486 SQUARE FEET (0.52 ACRES) MORE OR LESS.



AREA TABLE		
AREA	SQUARE FEET	ACRES
PARENT TRACT	53,952.74	1.24
TAKEN AREA	22,485.82	0.52
REMAINDER	31,466.92	0.72

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

JOHNSON
ENGINEERING

2156 JOHNSON STREET
P.O. BOX 1530
FORT WORTH, TEXAS 76102-1550
PHONE (817) 334-0046
FAX (817) 334-3661
E.B. #642 & L.B. #642

PARCEL 330 - THREE OAKS PARKWAY

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04-01-04	20013033	14-47-25	1"=60'	1 OF 2

THIS IS NOT A SURVEY
Mal b. Wentzel
MARK G. WENTZEL (FOR THE FIRM LB 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NUMBER 5247
DATE: 5/11/04
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
SURVEYOR AND MAPPER



April 5, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 330-SDE

**PART OF TRACT 19
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 said Point of Beginning, being an intersection with a non-tangent curve, run southeasterly along the arc of said curve to the left, having a radius of 1,105.00 feet (delta 09° 42' 05") (chord bearing S 21° 27' 08" E) (chord 186.88 feet) for 187.10 feet to an intersection with the south line of said tract; thence run N 82° 29' 12" W along said south line for 23.98 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 09° 28' 37") (chord bearing N 20° 53' 06" W) (chord 185.87 feet) for 186.08 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E along said north for 21.87 feet to the Point of Beginning.

Containing 3,731.67 square feet or 0.09 acres, more or less.

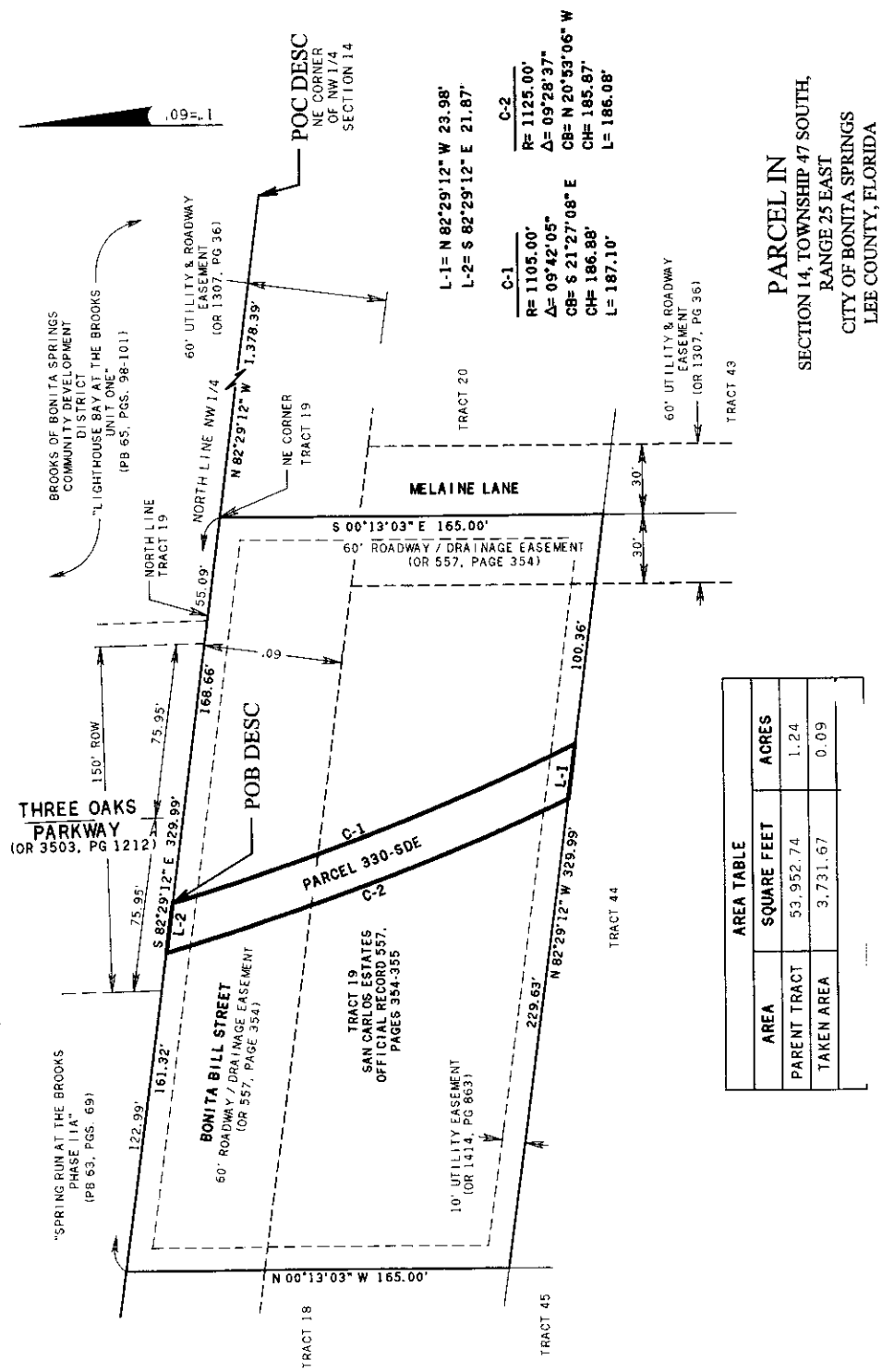
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20013033 Parcel 330-SDE

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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 3,732 SQUARE FEET (0.09 ACRES) MORE OR LESS.

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



AREA TABLE		
AREA	SQUARE FEET	ACRES
PARENT TRACT	53,952.74	1.24
TAKEN AREA	3,731.67	0.09

JOHNSON ENGINEERING

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

**PARCEL 330-5DE - THREE OAKS PARKWAY
& DRAINAGE 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: 11/17/2011
NOT VALID FOR ANY OTHER PURPOSE AND
THE ORIGINAL PRINTED SIGNATURE AND
SEAL FOR ANY OTHER PURPOSE

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04-01-04	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

Parcel: 330-SDE/Wilson
Project: Three Oaks Parkway South Extension/4043
STRAP No.: 14-47-25-B1-00200.0190

SLOPE/RESTORATION AND DRAINAGE EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
between RALPH W. WILSON, a single person, whose address is 24032 Melaine Lane, Bonita
Springs, FL 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 landscaping within the easement area, that does not prevent Grantee's permitted use of 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/Rest./Drainage 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

RALPH W. WILSON 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 Ralph W. Wilson. 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)



April 5, 2004

THREE OAKS PARKWAY

PARCEL 330-SDE

**PART OF TRACT 19
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 run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 1,378.39 feet to the northeast corner of said tract; thence continue N 82° 29' 12" W along the north line of said tract for 168.66 feet to the Point of Beginning.

From said Point of Beginning, being an intersection with a non-tangent curve, run southeasterly along the arc of said curve to the left, having a radius of 1,105.00 feet (delta 09° 42' 05") (chord bearing S 21° 27' 08" E) (chord 186.88 feet) for 187.10 feet to an intersection with the south line of said tract; thence run N 82° 29' 12" W along said south line for 23.98 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 09° 28' 37") (chord bearing N 20° 53' 06" W) (chord 185.87 feet) for 186.08 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E along said north for 21.87 feet to the Point of Beginning.

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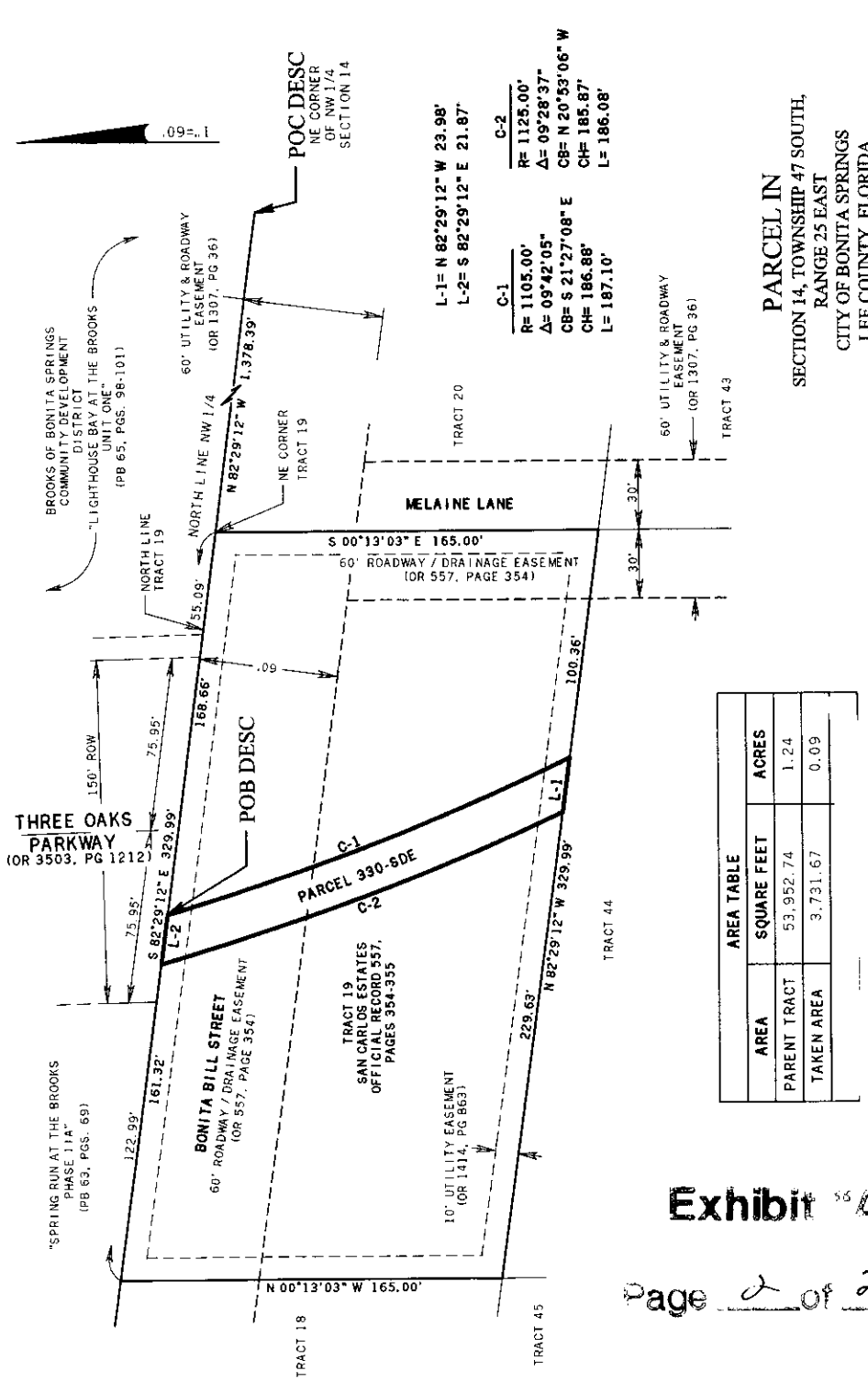
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Exhibit "A"

Page 1 of 2

20013033 Parcel 330-SDE

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



POB DESC
NE CORNER OF NW 1/4 SECTION 14

POCD DESC
NE CORNER OF NW 1/4 SECTION 14

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

AREA TABLE

AREA	SQUARE FEET	ACRES
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TAKEN AREA	3,731.67	0.09

SKETCH TO ACCOMPANY DESCRIPTION

DATE: 04-01-04
PROJECT NO.: 20013033
FILE NO.: 14-47-25
SCALE: 1"=60'
SHEET: 1 OF 2

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

JOHNSON ENGINEERING

NOTES:

- 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.
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- PARCEL CONTAINS 3.732 SQUARE FEET (0.09 ACRES) MORE OR LESS.

THIS IS NOT A SURVEY

Mark G. Wentzel
MARK G. WENTZEL (FOR THE FIRM) L.B. 642
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 5247
DATE SET: 4/1/04
NOT VALID UNLESS SIGNED BY SURVEYOR AND THE ORIGINAL RATS SET SEAL OF A FLORIDA SURVEYOR AND MAPPER IS ATTACHED

Exhibit 56 A
Page 2 of 2

PARCELS 30 SDE - THREE OAKS PARKWAY
TO POB SLOPE & DRAINAGE EASEMENT

Exhibit "X"
Page 4 of 4

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROJECT AND PARCEL NUMBER: Three Oaks Parkway Extension 4043, Parcel Number 330 - Wilson

OWNER OF RECORD: Ralph W. Wilson, Jr.

LOCATION: 24000 Melaine Lane, Bonita Springs, FL

LAND AREA: 34,649 square feet effective area
19,304 square feet Bonita Bill/drainage easement
22,486 square feet part taken right of way
3,732 sq ft part taken slope and drainage easement

IMPROVEMENTS: None

COMPREHENSIVE LAND USE PLAN CLASSIFICATION: Low Density Single Family

ZONING: AG-2

HIGHEST AND BEST USE: Residential

ESTIMATED LAND VALUE/SF: \$3.80 per square foot - effective area
\$.38 per square foot - right of way and Bonita Bill drainage easement

ESTIMATED VALUE BY THE COST APPROACH: Not Applicable

ESTIMATE VALUE BY THE INCOME APPROACH: Not applicable

ESTIMATED VALUE BY THE SALES COMPARISON APPROACH: \$139,000

TOTAL COMPENSATION DUE THE PROPERTY OWNER: \$77,000 → *

DATE OF VALUE ESTIMATE: May 16, 2005

DATE OF REPORT: June 8, 2005

USPAP APPRAISAL TYPE: Complete

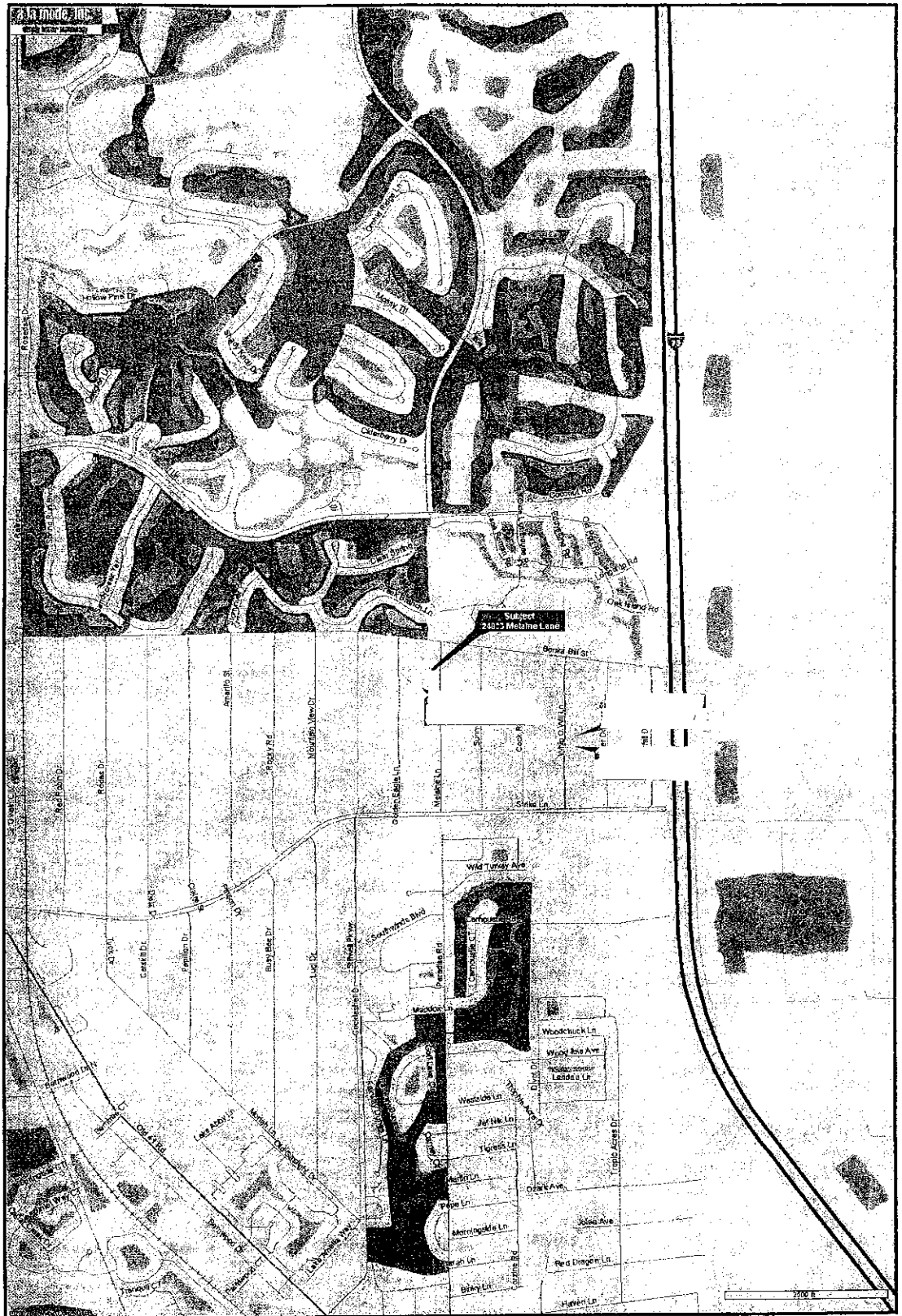
USPAP REPORT TYPE: Summary

APPRAISER: J. Lee Norris, MAI, SRA
State Certified General Appraiser RZ0000643

(PART TAKEN)
330, 330 SDE

Location Map

Borrower/Client			
Property Address 2400 Melaine Lane			
City Bonita Springs	County Lee	State FL	Zip Code 34135
Lender Lee County - County Lands			



Division of County Lands**Ownership and Easement Search**

Search No. 14-47-25-B1-00200.0190

Date: November 7, 2003

Parcel: 330

Project: Three Oaks Parkway South Extension,
Project 4043To: J. Keith Gomez
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS 
Property Acquisition Assistant

STRAP: 14-47-25-B1-00200.0190

Effective Date: October 15, 2003, at 5:00 p.m. ⁵⁻³⁰⁻⁰⁵**Subject Property:** Tract 19, 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:

Ralph W. Wilson, Jr.

by that certain instrument dated August 22, 1985, recorded September 4, 1985, in Official Record Book 1801, Page 4153, 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 1414, Page 863, Public Records of Lee County, Florida.

NOTE (1): Judgment creating and incorporating San Carlos Estates Drainage District, recorded in Official Record Book 521, Page 120, Public Records of Lee County, Florida.**Tax Status:** Taxes for the year 2002 are paid; 2003 taxes are now due and payable.
(The end user of this report is responsible for verifying tax and/or assessment information.)**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**



*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

VIA FACSIMILE (239) 479-8391

June 14, 2005

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

RE: Appraisal and Binding Offer Amounts: Parcels 321, 327, 330, 331,
332, 333 & 339
Three Oaks Parkway Extension

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcels
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

5-Year Sales History

Parcel No. 330 and 330SDE

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS