

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

**Blue Sheet No. 20050824**

**1. ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$123,860 for Parcels 104 and 104SE, Three Oaks Extension Project No. 4043, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle and accept all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** Makes a binding offer to property owner.

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

|  |  |  |
|--|--|--|
| <b>4. Departmental Category:</b> 6 <span style="float:right; font-size: 2em;">CLH</span> |  | <b>5. Meeting Date:</b> 06-28-2005                 |
| <b>6. Agenda:</b>  | <b>7. Requirement/Purpose: (specify)</b>             | <b>8. Request Initiated:</b>                       |
| <input checked="" type="checkbox"/> Consent  | <input checked="" type="checkbox"/> Statute 73 & 125 | <b>Commissioner</b> _____                          |
| <input type="checkbox"/> Administrative  | <input type="checkbox"/> Ordinance                   | <b>Department</b> Independent                      |
| <input type="checkbox"/> Appeals   | <input type="checkbox"/> Admin. Code                 | <b>Division</b> County Lands <i>KLW</i>            |
| <input type="checkbox"/> Public  | <input type="checkbox"/> Other                       | <b>By:</b> Karen L.W. Forsyth, Director <i>KLW</i> |
| <input type="checkbox"/> Walk-On   |  |  |

**9. Background:**  
**Negotiated for:** Department of Transportation

**Interest to Acquire:** Partial Fee-Simple interest (104) and Slope Easement (104SE) in vacant residential property.

**Property Details:**  
**Owner:** J. Stephen Crawford, Trustee  
**Address:** 11559 Forest Mere Drive, Bonita Springs, 34135  
**STRAP No.:** 25-47-25-B3-01001.0410

**Purchase Details:**  
**Purchase Price:** \$123,860  
**Estimated Closing Costs:** \$1,500  
 In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$123,860, and commence Eminent Domain procedures.

**Appraisal Information:**  
**Company:** Carlson, Norris & Associates  
**Value:** \$112,600

**Staff Recommendation:** Staff is of the opinion that the purchase price increase above the appraised value (10%) can be justified and may entice the property owner to sell the required property without the full expense of an Eminent Domain action.

**Account:** 20404330709.506110

**Attachments:** Purchase and Sale Agreement, Appraisal Data, Title Data, Bonita Springs Approval, 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>K. Forsyth</i>   |                         |                 | <i>SAO 6/10</i> | <i>[Signature]</i> |                 |      |        | <i>6/15/05</i>               |

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

Rec. by CoAtty

Date: 6/15/05

Time: 4:00

Forwarded To:

RECEIVED BY  
COUNTY ADMIN: *[Signature]*

6-15-05

11:15

COUNTY ADMIN  
FORWARDED TO: *[Signature]*

6/14/05

*[Signature]*

This document prepared by  
Lee County Division of County Lands  
Project: Three Oaks Parkway, 4043  
Parcel: 104/104SE  
STRAP No.: 25-47-25-B3-01001.0410

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 J. STEPHEN CRAWFORD, TRUSTEE, AS TRUSTEE OF THE BONITA PRESERVE LAND TRUST, CREATED BY A DECLARATION OF TRUST AND LAND TRUST AGREEMENT, DATED MAY 15, 2001, hereinafter referred to as SELLER, whose address is 28000 Spanish Wells Boulevard, 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 parcel of land consisting of ±13,350.10 square feet, located at 11559 Forest Mere Drive, Bonita Springs, and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope easement consisting of ±1,193.32 square feet, located at 11559 Forest Mere Drive, Bonita Springs 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("Purchase Price") will be One Hundred Twenty-Three Thousand Eight Hundred and Sixty Dollars(\$123,860), 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 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 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:

SELLER:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
J. STEPHEN CRAWFORD, (DATE)  
TRUSTEE, AS TRUSTEE OF THE BONITA  
PRESERVE LAND TRUST, CREATED BY A  
DECLARATION OF TRUST AND LAND  
TRUST AGREEMENT, DATED MAY 15,  
2001

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)



October 20, 2004

Page 1 of 2

**THREE OAKS PARKWAY**

**PARCEL 104**

**PART OF LOT 41, BLOCK 1  
SPRING LAKES PHASE THREE  
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 41, Block 1, Spring Lakes Phase Three, according to the plat thereof recorded in Plat Book 50, Pages 36 through 38, 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 southwest corner of the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of said section, said corner also being the southwest corner of said Lot 41, run N 01° 04' 09" W along the west line of said lot for 146.91 feet to the northwest corner of said lot; thence run N 69° 16' 46" E along the northerly line of said lot for 104.25 feet to an intersection with a non-tangent curve; thence departing said northerly line run southeasterly along the arc of said curve to the right, having a radius of 6,061.00 feet (delta 00° 49' 52") (chord bearing S 07° 03' 26" E) (chord 87.92 feet) for 87.92 feet to an intersection with the southeasterly line of said lot; thence run S 41° 17' 17" W along said line for 128.04 feet to the southeast corner of said lot; thence run S 89° 10' 12" W along the southerly line of said lot for 21.09 feet to the Point of Beginning.

Containing 13,350.10 square feet or 0.31 acres, more or less.

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

20013033 Parcel 104 102004



**NOTES:**

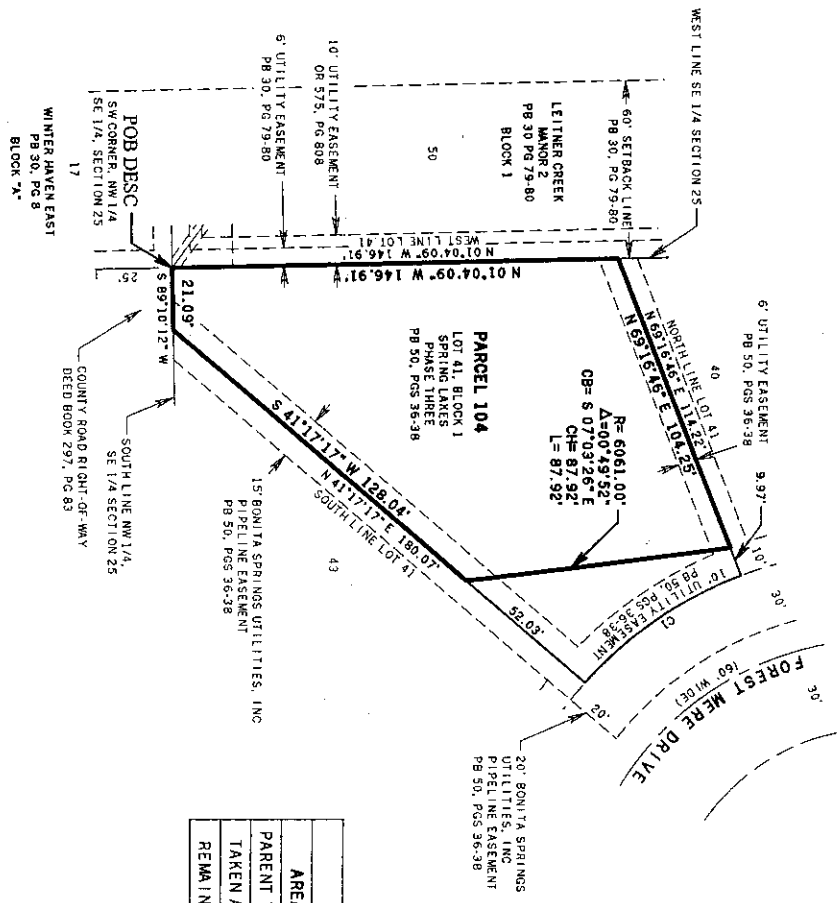
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01°04'09" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. 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 13,350 SQUARE FEET (0.31 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 L.R. 642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. 5247  
 DATE SIGNED: 04-06-04  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL UNADJUSTED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

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



| AREA         | SQUARE FEET | ACRES |
|--------------|-------------|-------|
| PARENT TRACT | 15,191.80   | 0.35  |
| TAKEN AREA   | 13,350.10   | 0.31  |
| REMAINDER    | 1,841.70    | 0.04  |

C1  
 $R = 130.00'$   
 $\Delta = 27.59'29"$   
 $CB = S 32.42'58" E$   
 $CH = 62.88'$   
 $L = 63.51'$

1" = 50'

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

**SKETCH TO ACCOMPANY DESCRIPTION**

|          |             |          |        |        |
|----------|-------------|----------|--------|--------|
| DATE     | PROJECT NO. | FILE NO. | SCALE  | SHEET  |
| 04-06-04 | 20013033    | 25-47-25 | 1"=50' | 1 OF 2 |

**JOHNSON ENGINEERING**

2158 JOHNSON STREET  
 P. O. BOX 1550  
 FORT WALTERS, FLORIDA 33902-1550  
 PHONE (239) 334-0046  
 FAX (239) 334-9681  
 E.O. 14176 & L.O. 8482



PARCEL 104 - THREE OAKS PARKWAY



October 20, 2004

**THREE OAKS PARKWAY**

**PARCEL 104-SE**

**PART OF LOT 41, BLOCK 1  
SPRING LAKES PHASE THREE  
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 41, Block 1, Spring Lakes Phase Three, according to the plat thereof recorded in Plat Book 50, Pages 36 through 38, 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:

Commencing at the southwest corner of the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of said section, said corner also being the southwest corner of said Lot 41, run N 89° 10' 12" E along the south line of said lot for 21.09 feet to the southeast corner of said lot; thence run N 41° 17' 17" E along the southeasterly line of said lot for 128.04 feet to an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning, departing said southeasterly line, run northwesterly along the arc of said curve to the left, having a radius of 6,061.00 feet (delta 00° 49' 52") (chord bearing N 07° 03' 26" W) (chord 87.92 feet) for 87.92 feet to an intersection with the northerly line of said lot; thence run N 69° 16' 46" E along said northerly line for 9.97 feet to the northeast corner of said lot and an intersection with a non-tangent curve; thence run southeasterly along the easterly line of said lot and the arc of said curve to the right, having a radius of 130.00 feet (delta 07° 52' 39") (chord bearing S 24° 39' 33" E) (chord 17.86 feet) for 17.87 feet to an intersection with a non-tangent curve; thence departing said easterly line run southeasterly along the arc of said curve to the right, having a radius of 6,076.00 feet (delta 00° 33' 51") (chord bearing S 07° 03' 05" E) (chord 59.84 feet) for 59.84 feet to an intersection with the southeasterly line of said lot; thence run S 41° 17' 17" W along said line for 20.19 feet to the Point of Beginning.

Containing 1,193.32 square feet or 0.03 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the west line of the Southeast Quarter (SE-1/4) of said Section 25, Township 47 South, Range 25 East to bear N 89° 10' 12" E.

20013033 Parcel 104-SE 102004

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST

NOTES:

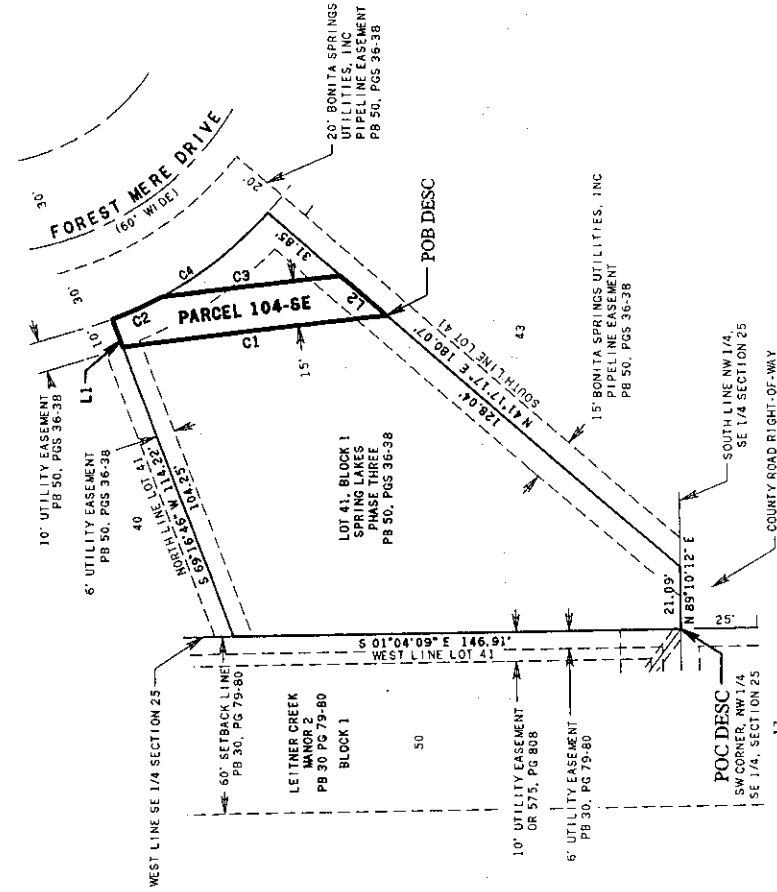
- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01° 04' 09" W
- THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
- POB = POINT OF COMMENCEMENT.
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- L = ARC LENGTH
- OR = OFFICIAL RECORD
- PG. / PGS. = PAGE OR PAGES
- DESCRPTION ATTACHED
- PARCEL CONTAINS 1.193 SQUARE FEET (0.03 ACRES) MORE OR LESS.
- NE / N.E. = NORTHEAST
- SE / S.E. = SOUTHEAST
- NW / N.W. = NORTHWEST
- SW / S.W. = SOUTHWEST

THIS IS NOT A SURVEY

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

DATE: 04-06-04  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISE STATE OF FLORIDA SURVEYOR AND MAPPER CERTIFICATE

PARCEL CASE - THREE OAKS PARKWAY  
 15' FOOT SLOPE EASEMENT



| AREA         | SQUARE FEET | ACRES |
|--------------|-------------|-------|
| PARENT TRACT | 15,191.80   | 0.35  |
| TAKEN AREA   | 1,193.32    | 0.03  |

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

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

**JOHNSON**  
**ENGINEERING**

SKETCH TO ACCOMPANY DESCRIPTION

|          |             |          |        |        |
|----------|-------------|----------|--------|--------|
| DATE     | PROJECT NO. | FILE NO. | SCALE  | SHEET  |
| 04-06-04 | 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

Parcel: 104SE  
Project: Three Oaks Parkway, 4043  
STRAP No.: 25-47-25-B3-01001.0410

**SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between J. STEPHEN CRAWFORD, TRUSTEE, AS TRUSTEE OF THE BONITA PRESERVE LAND TRUST, CREATED BY A DECLARATION OF TRUST AND LAND TRUST AGREEMENT, DATED MAY 15, 2001, whose address is 28000 Spanish Wells Boulevard, 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 slope/restoration 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/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.
4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may authorize the installation of utilities or may plant foliage within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

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

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

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

TWO SEPARATE WITNESSES:

As to Grantor:

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

\_\_\_\_\_  
J. STEPHEN CRAWFORD, (DATE)  
TRUSTEE, AS TRUSTEE OF THE BONITA  
PRESERVE LAND TRUST, CREATED BY A  
DECLARATION OF TRUST AND LAND TRUST  
AGREEMENT, DATED MAY 15, 2001

\_\_\_\_\_  
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 J. Stephen Crawford, Trustee, as Trustee of the Bonita Preserve Land Trust, created by Declaration of Trust and Land Trust Agreement, dated May 15, 2001. He is personally known to me or who has produced \_\_\_\_\_ as identification.  
(type of identification)

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

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

October 20, 2004

**THREE OAKS PARKWAY**

**PARCEL 104-SE**

**PART OF LOT 41, BLOCK 1  
SPRING LAKES PHASE THREE  
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 41, Block 1, Spring Lakes Phase Three, according to the plat thereof recorded in Plat Book 50, Pages 36 through 38, 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:

Commencing at the southwest corner of the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of said section, said corner also being the southwest corner of said Lot 41, run N 89° 10' 12" E along the south line of said lot for 21.09 feet to the southeast corner of said lot; thence run N 41° 17' 17" E along the southeasterly line of said lot for 128.04 feet to an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning, departing said southeasterly line, run northwesterly along the arc of said curve to the left, having a radius of 6,061.00 feet (delta 00° 49' 52") (chord bearing N 07° 03' 26" W) (chord 87.92 feet) for 87.92 feet to an intersection with the northerly line of said lot; thence run N 69° 16' 46" E along said northerly line for 9.97 feet to the northeast corner of said lot and an intersection with a non-tangent curve; thence run southeasterly along the easterly line of said lot and the arc of said curve to the right, having a radius of 130.00 feet (delta 07° 52' 39") (chord bearing S 24° 39' 33" E) (chord 17.86 feet) for 17.87 feet to an intersection with a non-tangent curve; thence departing said easterly line run southeasterly along the arc of said curve to the right, having a radius of 6,076.00 feet (delta 00° 33' 51") (chord bearing S 07° 03' 05" E) (chord 59.84 feet) for 59.84 feet to an intersection with the southeasterly line of said lot; thence run S 41° 17' 17" W along said line for 20.19 feet to the Point of Beginning.

Containing 1,193.32 square feet or 0.03 acres, more or less.

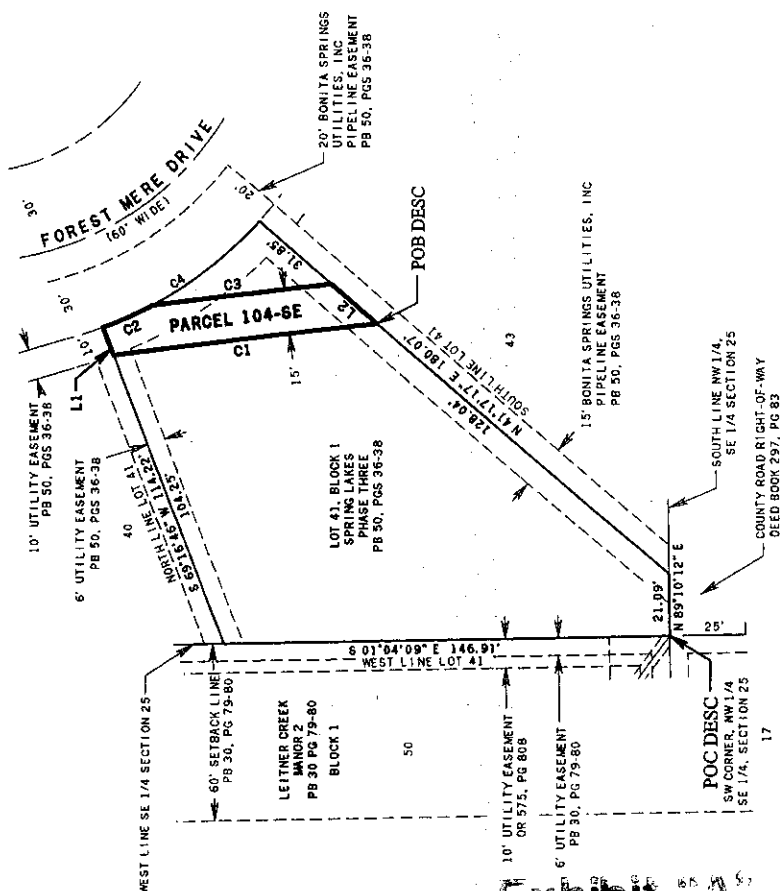
Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the west line of the Southeast Quarter (SE-1/4) of said Section 25, Township 47 South, Range 25 East to bear N 89° 10' 12" E.

Exhibit "A"

Page 1 of 2

20013033 Parcel 104-SE 102004

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



- L1 = N 69°16'46" E 9.97'
  - L2 = S 41°17'17" W 20.19'
- |  |   |
|--|---|
| <p><b>C1</b></p> <p>R= 6061.00'<br/> <math>\Delta = 00^{\circ}49'52''</math><br/>                 CB= S 24°39'39" E<br/>                 CH= 87.92'<br/>                 L= 87.92'</p> | <p><b>C2</b></p> <p>R= 130.00'<br/> <math>\Delta = 07^{\circ}52'39''</math><br/>                 CB= S 24°39'39" E<br/>                 CH= 17.86'<br/>                 L= 17.87'</p> |
| <p><b>C3</b></p> <p>R= 6076.00'<br/> <math>\Delta = 00^{\circ}33'51''</math><br/>                 CB= S 07°03'05" E<br/>                 CH= 59.84'<br/>                 L= 59.84'</p> | <p><b>C4</b></p> <p>R= 130.00'<br/> <math>\Delta = 27^{\circ}59'29''</math><br/>                 CB= S 32°42'58" E<br/>                 CH= 62.88'<br/>                 L= 63.51'</p> |

| AREA TABLE   |             |       |
|--------------|-------------|-------|
| AREA         | SQUARE FEET | ACRES |
| PARENT TRACT | 15,191.80   | 0.35  |
| TAKEN AREA   | 1,193.32    | 0.03  |

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

| SKETCH TO ACCOMPANY DESCRIPTION |             |          |        |
|---------------------------------|-------------|----------|--------|
| DATE                            | PROJECT NO. | FILE NO. | SCALE  |
| 04-06-04                        | 20013033    | 25-47-25 | 1"=50' |
|                                 |             |          | SHEET  |
|                                 |             |          | 1 OF 2 |

2150 JOHNSON STREET  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (239) 334-0046  
 FAX (239) 334-3661  
 E.B. #642 & L.B. #642

**JOHNSON**  
**ENGINEERING**

THREE OAKS PARKWAY  
 THREE FOOT SLOPE EASEMENT

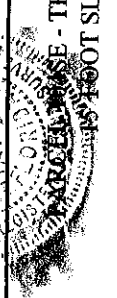
NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01°04'09" W
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC = DESCRIPTION.
6. R = RADIUS
7.  $\Delta$  = 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 1,193 SQUARE FEET (10.03 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST

Exhibit A

Page 2 of 2

**THIS IS NOT A SURVEY**  
*Mark G. Wentzel*  
 MARK G. WENTZEL (FOR THE FIRM E8 642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA LICENSE NUMBER 5247  
 DATE OF EXPIRATION: 12/31/2007  
 NOT VALID FOR ANY PURPOSES UNTIL THE  
 THE ORIGINAL HAS BEEN REGISTERED IN FLORIDA  
 SURVEYOR AND MAPPER OFFICE



**SUMMARY OF ANALYSIS**  
**Project 4043-Three Oaks Parkway Extension**  
**Parcel 104**

|   |    |   |                   |
|---|----|---|-------------------|
| Market Value of Fee Simple Interest in Parent Parcel                                  | x  | 15,192 sf ✓<br>\$7.50 per sf<br>\$113,940 ✓ | \$ 113,940        |
| less: remainder area<br>\$7.50 per sf times .10 (1-.25**+.65***)                      | x  | 649 sf ✓<br>\$0.75 per sf<br>\$487 ✓        |                   |
| less: remainder in slope easement<br>\$7.50 per sf times .10 (1 - (.20*+.25**+.45***) | x  | 1,193 sf<br>\$0.75 per sf                   |                   |
| remainder value for land within proposed easement                                     | .  | \$895 ✓                                     |                   |
| <b>Value of Remainder</b>   | \$ | 1,382                                       | \$ 1,382          |
| <b>Subtract Value of Remainder from Parent Parcel Value</b>                           |    |   |                   |
| <b>Total Compensation Due the Property Owner</b>                                      |    |   | \$ 112,559 ✓      |
| rounded to .....  |    |   | <u>\$ 112,600</u> |

\*slope impact, \*\* locational obsolescence, \*\*\* buildability

**Analysis Confirmation**

|  |   |   |                  |
|--|---|---|------------------|
| Part Taken in Fee                                | x | 13,350 sf<br>\$7.50 per sf<br>\$100,125 ✓ |                  |
| Add-Part Taken- Remainder w/o Slope              | x | 649 sf<br>\$ 6.75 per sf<br>\$ 4,381      |                  |
| Add-Part Taken-Slope Easement                    | x | 1,193<br>\$ 6.75 per sf<br>\$ 8,053       |                  |
| <b>Total Market Value of Part Taken or</b>       |   |   | \$112,559 ✓      |
| <b>Total Compensation Due the Property Owner</b> |   |   | <u>\$112,600</u> |
| rounded to .....                                 |   |   |                  |

05-39-104sum

Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

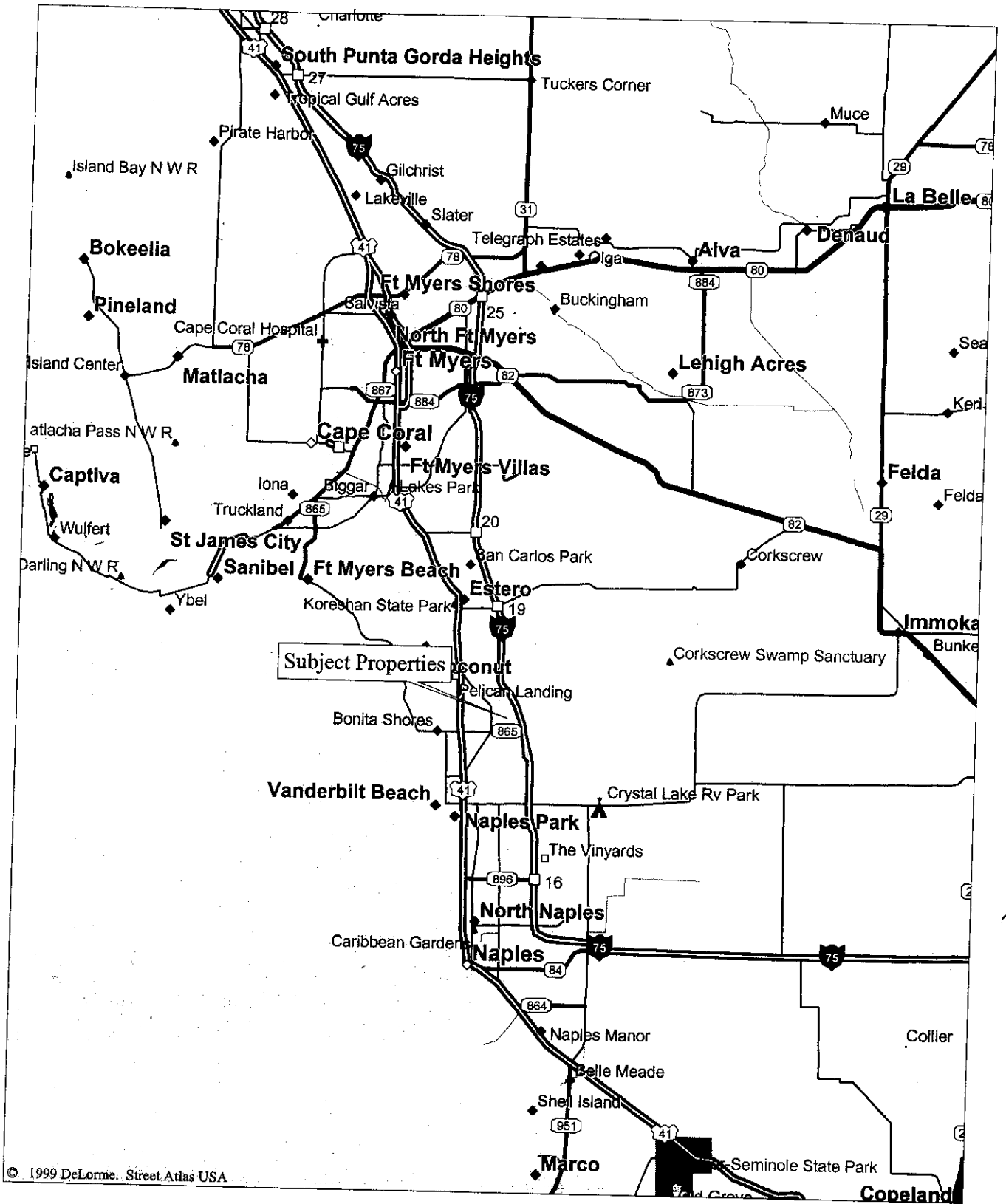
**TOTAL COMPENSATION DUE THE PROPERTY OWNER ..... (\$112,600.00)**

**Appraiser: J. Lee Norris MAI, SRA**  
**State Certified General Appraiser**  
**RZ #0000643**

*J. Lee Norris*

Carlson, Norris and Associates, Inc.





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## LOCATION MAP

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

Search No. 25-47-25-B3-01001.0410

Date: January 11, 2005

Parcel: 104 &amp; 104SE

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

STRAP: 25-47-25-B3-01001.0410

Effective Date: November 29, 2004, at 5:00 p.m.

**Subject Property:** Lot 41, Block 1, Spring Lakes, Phase Three, a subdivision, according to the plat thereof recorded in Plat Book 50, Page 36, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***J. Stephen Crawford, Trustee, as Trustee of the Bonita Preserve Land Trust, created by a Declaration of Trust and Land Trust Agreement, dated 5-15-01.***

By that certain instrument dated January 28, 2002, recorded March 14, 2002, in Official Record Book 3597, Page 4728, Public Records of Lee County, Florida.

**Easements:**

1. Declaration of Covenants, Restrictions, Easements, Changes and Liens for Forest Mere, recorded in Official Record Book 1716, Page 3219 and corrected by Official Record Book 1784, Page 4258, Public Records of Lee County, Florida.
2. All lots are subject to a 10 foot wide utility easement on all right of way lines, all lots are subject to a 6 foot wide utility easement on side lot lines. The 6 foot wide utility lot line easements are for underground utilities but are limited if used to one side of any lot. Drainage and Maintenance Access Easements and roads are dedicated to all lot owners. Utility easements are dedicated to the perpetual use of the public. All roads are public utility easements. All as recited on the plat "Spring Lakes Phase Three" Plat Book 50, Page 36, Public Records of Lee County, Florida.
3. Subject to a Bonita Springs Utilities, Inc, Pipeline Easement 7.5 feet in width along the Southeasterly line of the subject property as shown on the plat "Spring Lakes Phase Three" Plat Book 50, Page 36, Public Records of Lee County, Florida.
4. Subject to restrictions in deed recorded in Official Record Book 3597, Page 4728, Public Records of Lee County, Florida.

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

Search No. 25-47-25-B3-01001.0410

Date: January 11, 2005

Parcel: 104 &amp; 104SE

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

NOTE 1) Subject to a mortgage between Forest Mere Joint Venture (mortgagor) and Ernest Schmidt (mortgagee) in the original sum of \$75,000.00, recorded in Official Record Book 2772 Page 2657, Public Records of Lee County, Florida. Forest Mere Joint Venture later conveyed the subject property to Ernest Schmidt by deed recorded in Official Record Book 2831 Page 2628, Public Records of Lee County, Florida, however there was no reference made that said mortgage was to merge in fee and no satisfaction is found of record, a partial release recorded in Official Record Book 2974 Page 2169, Public Records of Lee County, Florida, did not affect the subject property.

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.

NOTE 3) Subject to a Memorandum of Agreement relating to the sale of the subject property recorded in Official Record Book 3659, Page 1327, Public Records of Lee County, Florida.

NOTE 4) Subject to a Notice to Purchaser, recorded in Official Record Book 3946, Page 1700, Public Records of Lee County, Florida, and corrected by Official Record Book 4047, Page 1188, Public Records of Lee County, Florida.

NOTE (5) Subject to a Judgment vs. Gulf Construction Partnership in the sum of \$72,719.65 representing court costs and attorneys fees (relating to a judgment recorded in Official Record Book 1971 Page 766 and amended by Official Record Book 1981 Page 61-which was satisfied by Official Record Book 1988 Page 2452, however said Satisfaction did not address the sum awarded herein), recorded in Official Record Book 1987 Page 3814, Public Records of Lee County, Florida.

NOTE (6) Subject property had no reservations or leases of Oil, Gas and Mineral Rights found of record

**Tax Status: \$544.01 paid on 11-22-04 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.**



*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 5, 2005

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

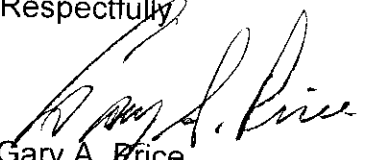
RE: Purchase Agreement – Three Oaks Parkway Extension  
Project No. 4043  
Parcel 103-111, 226, 240, and 246

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcels appear to be reasonable and acquisition 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

**RECEIVED**  
MAY 09 2005  
**COUNTY LANDS**

# 5-Year Sales History

Parcel No. 104/104SE

Three Oaks Parkway South Extension  
Project No. 4043

| Grantor        | Grantee                         | Price     | Date    | Arms Length<br>Y/N |
|----------------|---------------------------------|-----------|---------|--------------------|
| Ernest Schmidt | J. Stephen Crawford,<br>Trustee | \$275,000 | 3/14/02 | Y*                 |

\*Multiple parcels included in this transaction.