

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

Blue Sheet No. 20050859

1. ACTION REQUESTED/PURPOSE: Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$44,000 for Parcel 200/200-SDE, 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 <i>C6X</i> | | 5. Meeting Date: <i>06-28-2005</i> |
| 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 <i>73 & 125</i> <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other | 8. Request Initiated: Commissioner _____ Department <u>Independent</u> Division <u>County Lands</u> By: <u>Karen L.W. Forsyth, Director</u> <i>KWF</i> |

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Partial fee-simple interest and slope/drainage easement acquisition from a residential lot, improved with a mobile home.

Property Details:
Owner: Juan A. Compian and Digna Compian, h/w
Property Address: 26831 Stardust Drive, Bonita Springs
STRAP No.: 25-47-25-B4-00201.0500

Purchase Details:
Binding Offer Amount: \$44,000
 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 \$44,000 to facilitate the acquisition process.

Appraisal Information:
Appraisal Firm: Carlson, Norris & Associates, Inc.
Appraised Value: \$38,000

Staff Recommendation: Staff is of the opinion that the purchase price increase (15%) 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 |
|---------------------|-------------------------|-----------------|-----------------|--------------------|--------------------|--------------------|--------------------|------------------------------|
| | | | | | Analyst | Risk | Grants | Mgr. |
| <i>K. Tobush</i> | | | <i>END 6/14</i> | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> |

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 6-15-05
 11:15
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 3/1

rec. by County
 Date: *6/15/05*
 Time: *2:30*
 Forwarded To:

This document prepared by
Lee County Division of County Lands
Project: Three Oaks Parkway, 4043
Parcel: 200, 200-SDE/Compian
STRAP No.:25-47-25-B4-00201.0500

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 Juan A. Compian and Digna Compian, husband and wife, hereinafter referred to as SELLER, whose address is 26831 Stardust Drive, Bonita Springs, Florida 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 ±2,464 square feet, and located at 26831 Stardust Drive, Bonita Springs, Florida 34135 and more particularly described in attached Exhibit "A", and a perpetual slope and drainage easement parcel consisting of ±2,410 square feet, and located at 26831 Stardust Drive, 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 Forty-Four Thousand Dollars (\$44,000), 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:** The Purchase Price recited herein, includes payment for the removal/relocation of the stockade fence and storage shed located on the Property.

Any additional special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:

Juan A. Compian (DATE)

WITNESSES:

SELLER:

Digna A. Compian (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)



Exhibit "A"

October 20, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 200

**PART OF LOT 50, BLOCK 1
LEITNER CREEK MANOR, UNIT 2
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel of land, being part of Lot 50, Block 1, Leitner Creek Manor Unit 2, according to the plat thereof recorded in Plat Book 30, Pages 79 through 80, in the Public Records of Lee County, Florida, lying in Section 25, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the southeast corner of the Northeast Quarter (NE-1/4) of the Southwest Quarter (SW-1/4) of said section (said point also being the southeastern most corner of said lot) run N 54° 22' 41" W along the south line of said lot for 8.76 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along an arc of said curve to the left, having a radius of 5,939.00 feet (delta 01° 36' 15") (chord bearing N 06° 41' 37" W) (chord 166.28 feet) for 166.29 feet to an intersection with the north line of said lot; thence run N 89° 15' 06" E along said north line for 23.32 feet to the northeast corner of said lot; thence run S 01° 04' 09" E along the east line of said lot for 170.58 feet to the Point of Beginning.

Containing 2,463.12 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 west line of the Southeast Quarter (SE-1/4) of Section 25, Township 47 South, Range 25 East to bear N 01° 04' 09" W.

20013033 Parcel 200 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 BOOK
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 2,463 SQUARE FEET (0.06 ACRES) MORE OR LESS.
15. P.B./PB= PLAT BOOK
16. PUE= PUBLIC UTILITY EASEMENT
17. UE = UTILITY EASEMENT

THIS IS NOT A SURVEY

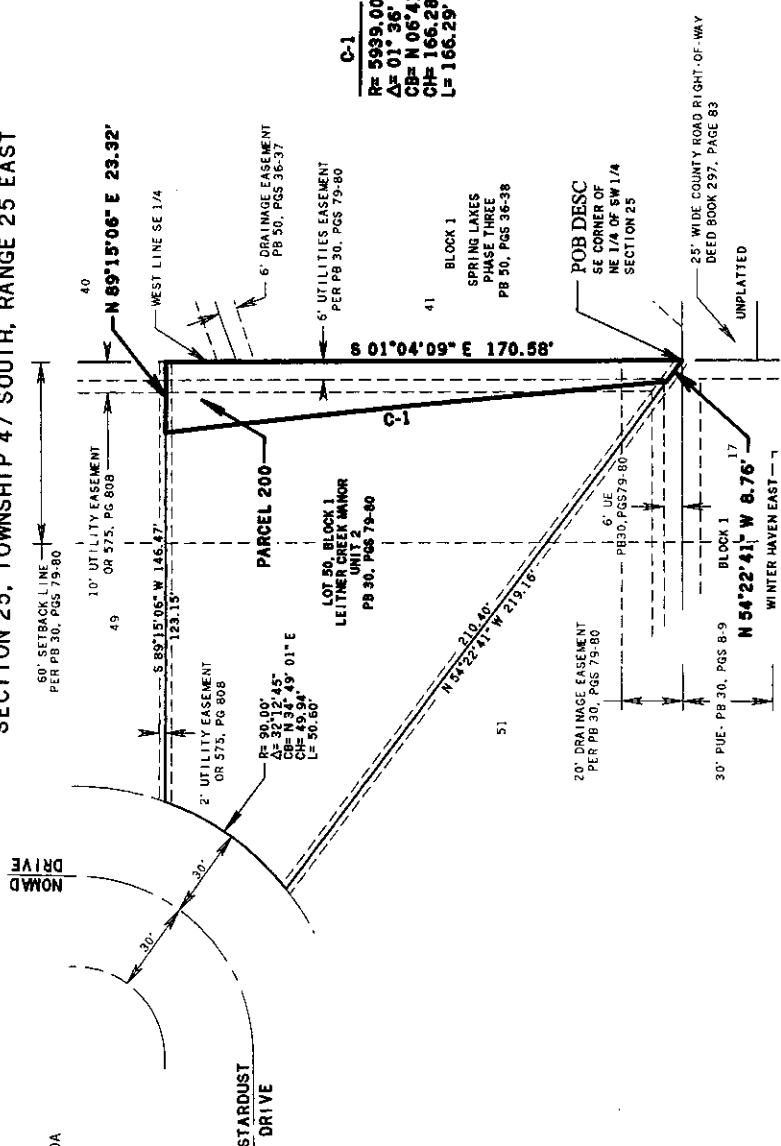
Mark G. Wentzel

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

DATE SIGNED: 3/26/04

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



C-1
R= 5939.00
Δ= 01° 36' 15"
CB= N 06° 41' 37" W
CH= 166.28'
L= 166.29'

| AREA | SQUARE FEET | ACRES |
|--------------|-------------|-------|
| PARENT TRACT | 17,845.52 | 0.41 |
| TAKEN AREA | 2,463.12 | 0.06 |
| REMAINDER | 15,382.40 | 0.35 |

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

JOHNSON ENGINEERING

PARCEL 200 - THREE OAKS PARKWAY

2156 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (889) 334-0046
FAX (889) 334-0061
E.B. #642 E.L.B. #612

SKETCH TO ACCOMPANY DESCRIPTION

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



October 20, 2004

THREE OAKS PARKWAY

Page 1 of 2

PARCEL 200-SDE

**PART OF LOT 50, BLOCK 1
LEITNER CREEK MANOR, UNIT 2
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CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

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From said Point of Beginning continue N 54° 22' 41" W along said south line for 24.87 feet to an intersection with the north line of a 20 foot wide drainage easement as shown on said plat; thence run N 89° 07' 33" E along the north line of said easement for 3.61 feet, to an intersection with a non-tangent curve; thence run northwesterly along an arc of said curve to the left having a radius of 5,924.00 feet (delta 01° 27' 54") (chord bearing N 06° 46' 49" W) (chord 151.47 feet) for 151.48 feet to an intersection with the north line of said lot; thence run N 89° 15' 06" E along the north line of said lot for 15.10 feet to an intersection with a non-tangent curve; thence departing said north line run southwestly along an arc of said curve to the right having a radius of 5,939.00 feet (delta 01° 36' 15") (chord bearing S 06° 41' 37" E) (chord 166.28 feet) for 166.29 feet to the Point of Beginning.

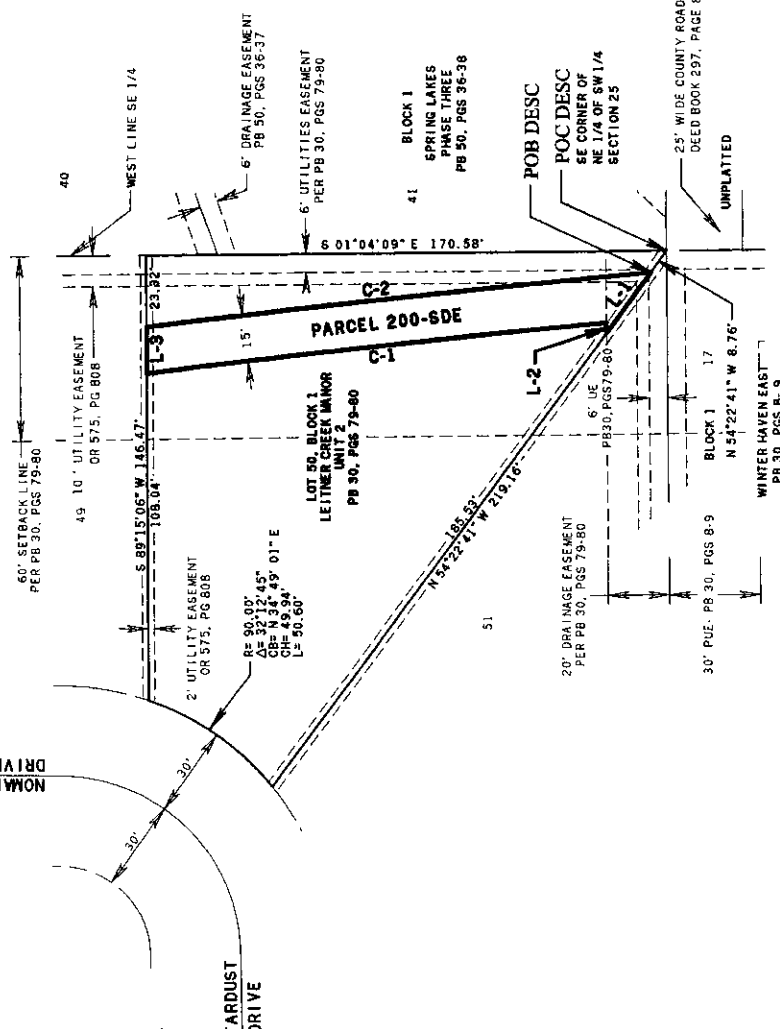
Containing 2,409.99 square feet or 0.06 acres, more or less.

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

20013033 Parcel 200-SDE 102004

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST

- NOTES:**
- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/790 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.
 - POB = POINT OF BEGINNING.
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 - CB = CHORD BEARING.
 - CH = CHORD DISTANCE.
 - L = ARC LENGTH.
 - OR = OFFICIAL RECORD BOOK.
 - PG. / PGS. = PAGE OR PAGES.
 - DESCRIPTION ATTACHED.
 - PARCEL CONTAINS 2,420 SQUARE FEET (0.06 ACRES) MORE OR LESS.
 - P.B. / P.B. = PLAT BOOK.
 - PUE = PUBLIC UTILITY EASEMENT.
 - UE = UTILITY EASEMENT.



L-1 = N 54°22'41" W 24.87'
 L-2 = N 89°07'33" E 3.61'
 L-3 = N 89°15'06" E 15.10'

C-1
 R = 5924.90'
 Δ = 01°27'54"
 CB = N 06°46'49" W
 CH = 151.47'
 L = 151.48'

C-2
 R = 5939.00'
 Δ = 01°36'15"
 CB = N 06°41'37" E
 CH = 166.28'
 L = 166.29'

| OWNER | JUAN A. & DIGNA COMPIAN |
|--------------|-------------------------|
| STRAP NO. | 25-47-25-84-00201.0500 |
| AREA | SQUARE FEET |
| PARENT TRACT | 17,845.52 |
| TAKEN AREA | 2,409.99 |
| | ACRES |
| | 0.41 |
| | 0.06 |

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

| | | | | | | | | | |
|------|----------|-------------|----------|----------|----------|-------|--------|-------|--------|
| DATE | 10-13-04 | PROJECT NO. | 20013033 | FILE NO. | 25-47-25 | SCALE | 1"=50' | SHEET | 1 OF 2 |
|------|----------|-------------|----------|----------|----------|-------|--------|-------|--------|

2158 JOHNSON STREET
 P. O. BOX 1550
 FORT WORTH, TEXAS 76101-1550
 PHONE (817) 334-3666
 FAX (817) 334-3666
 E.B. #642 & U.B. #642



**PARCEL 200SDE - THREE OAKS PARKWAY
 15 FOOT SLOPE AND DRAINAGE EASEMENT**

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 SIGNED: 11/11/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.

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

Exhibit "X"

Page 1 of 4

Parcel: 200-SDE/Compian
Project: Three Oaks Parkway South Extension/4043
STRAP No.: 25-47-25-B4-00201.050

SLOPE/RESTORATION AND DRAINAGE EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
between Juan A. Compian and Digna Compian, husband and wife, whose address is 26831
Stardust Drive, Bonita Springs, Florida 34135 , (Grantor), and LEE COUNTY, a political subdivision
of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398,
(Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a perpetual, non-exclusive slope/restoration and drainage easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope and drainage facilities on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway, and to maintain stormwater drainage within the Easement Parcel.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration, and drainage purposes are not limited to a particular type, style, material or design.
4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may install fencing and plant foliage within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement. The existing irrigation well, located within the easement area, may remain on the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

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

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

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

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

TWO SEPARATE WITNESSES:

As to Grantor:

Juan A. Compian (Date)

1st Witness Signature

Printed name of 1st Witness

Digna Compian (Date)

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Juan A. Compian and Digna Compian. 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)



October 20, 2004

THREE OAKS PARKWAY

PARCEL 200-SDE

**PART OF LOT 50, BLOCK 1
LEITNER CREEK MANOR, UNIT 2
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

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From the southeast corner of the Northeast Quarter (NE-1/4) of the Southwest Quarter (SW-1/4) of said section (said point also being the southeastern most corner of said lot) run N 54° 22' 41" W along the south line of said lot for 8.76 feet to the Point of Beginning.

From said Point of Beginning continue N 54° 22' 41" W along said south line for 24.87 feet to an intersection with the north line of a 20 foot wide drainage easement as shown on said plat; thence run N 89° 07' 33" E along the north line of said easement for 3.61 feet, to an intersection with a non-tangent curve; thence run northwesterly along an arc of said curve to the left having a radius of 5,924.00 feet (delta 01° 27' 54") (chord bearing N 06° 46' 49" W) (chord 151.47 feet) for 151.48 feet to an intersection with the north line of said lot; thence run N 89° 15' 06" E along the north line of said lot for 15.10 feet to an intersection with a non-tangent curve; thence departing said north line run southwesterly along an arc of said curve to the right having a radius of 5,939.00 feet (delta 01° 36' 15") (chord bearing S 06° 41' 37" E) (chord 166.28 feet) for 166.29 feet to the Point of Beginning.

Containing 2,409.99 square feet or 0.06 acres, more or less.

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Exhibit "A"

Page ____ of ____

20013033 Parcel 200-SDE 102004

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST

- L-1 = N 54°22'41" W 24.87'
- L-2 = N 89°07'33" E 3.61'
- L-3 = N 89°15'06" E 15.10'

- C-1**
- R = 5924.00'
 - Δ = 01°27'54"
 - CB = N 06°45'49" W
 - CH = 151.47'
 - L = 151.48'
- C-2**
- R = 5939.00'
 - Δ = 01°36'15"
 - CB = S 06°41'37" E
 - CH = 166.28'
 - L = 166.29'

| AREA TABLE | |
|--------------|-------------------------|
| OWNER | JUAN A. & DIGNA COMPIAN |
| STRAP NO. | 25-47-25-84-00201.0500 |
| AREA | SQUARE FEET |
| PARENT TRACT | 17,845.52 |
| TAKEN AREA | 2,409.99 |
| | ACRES |
| | 0.41 |
| | 0.06 |

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 |
| 10-13-04 | 20013033 | 25-47-25 | 1"=50' |
| | | | SHEET |
| | | | 1 OF 2 |

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.G. 662 & L.N. 642

JOHNSON
ENGINEERING

PARCEL 200SDE - THREE OAKS PARKWAY
 15 FOOT SLOPE AND DRAINAGE EASEMENT

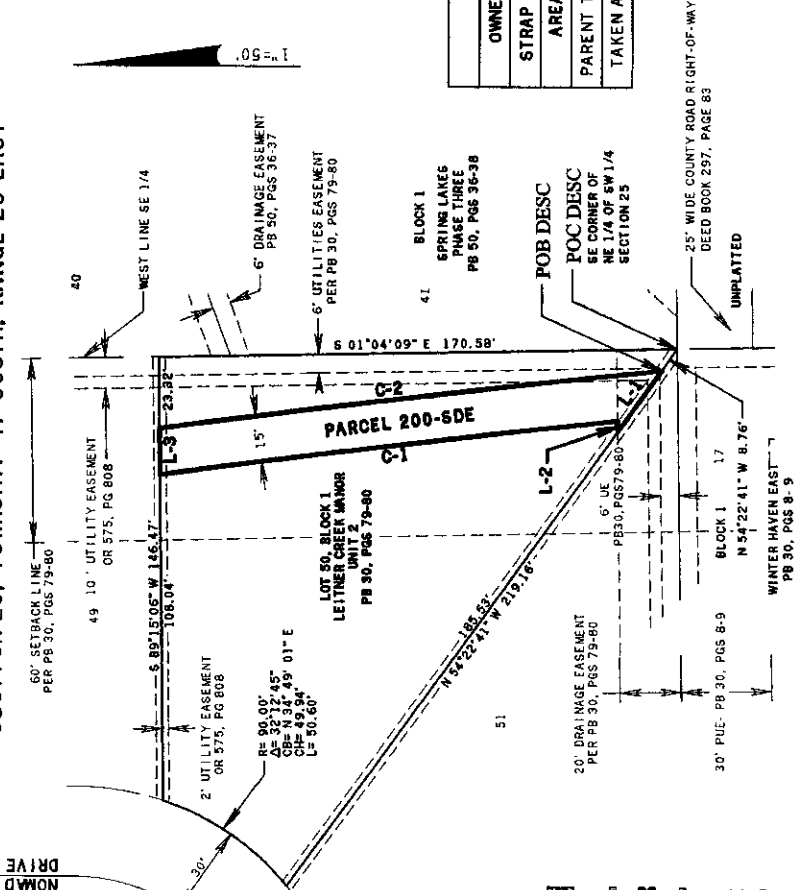


Exhibit 66 A

Page of

- 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 BOOK
 12. PG. / PGS. = PAGE OR PAGES
 13. DESCRIPTION ATTACHED
 14. PARCEL CONTAINS 2,420 SQUARE FEET (0.06 ACRES) MORE OR LESS.
 15. P.B./PB = PLAT BOOK
 16. PUE = PUBLIC UTILITY EASEMENT
 17. UE = UTILITY EASEMENT

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 SIGNED: 11/11/04
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

Supplemental Addendum

File No. 05-16-07

File No. 05-16-07

| | | | |
|------------------|---------------------------|----------|------------|
| Borrower/Client | COMPTON, Juan A. + Diana | | |
| Property Address | 28831 Stardust Drive | | |
| City | Bonita Springs | County | Lee |
| State | FL | Zip Code | 34135-5314 |
| Lender | Lee County - County Lands | | |

due the owner.

SUMMARY OF ANALYSIS

| | | | |
|-------------------------------------------------------------------|---|---------------|-----------|
| Market Value of Fee Simple Interest in Parent Parcel (Land Value) | x | 17,846 sf | |
| | | \$2.20 per sf | |
| | | \$ 39,261 | \$ 39,000 |
| Depreciated value of improvements | | \$ 72,031 | \$ 72,000 |
| Site improvements contribution | | \$ 14,200 | \$ 14,200 |
| Market Value in Fee Simple | | \$125,492 | \$125,200 |

Market Value "as is" in Fee Simple Rounded **\$125,000**

Less: Remainder

| | | |
|-----------------------------------------------------|--|----------|
| Land Portion (unencumbered) | | |
| 12,973sf x \$2.20/sf = \$28,541 x .75 (1) | | \$21,405 |
| Land Portion (encumbered) | | |
| 2,410sf x \$2.20/sf = \$5,302 x .75 (2) x (.75) (1) | | \$ 2,982 |
| Improvements | | |

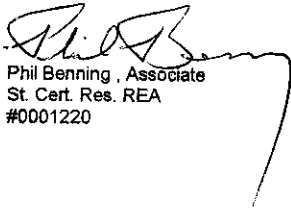
| | | |
|----------------------------------|--|----------|
| \$86,000 - \$2,000 (3) x .75 (1) | | \$63,000 |
| Value of Part Taken | | \$37,613 |


Total Compensation due the Property Owner

\$38,000

- (1) 1 - .25 (Locational Obsolescence) = .75
- (2) 1 - .25 (Impact of slope & drainage easement) = .75
- (3) Stockade fence take down/rebuild+move shed \$2,000

The above analysis indicates the market value in fee simple for the subject property as of May 12, 2005 was \$125,000. The total compensation due the property owner as of May 12, 2005 including 2,463 square feet of the fee area, 2,410 square feet of the slope and drainage easement, damages to the remainder, as well as a fence removal/rebuild and shed relocation was \$38,000.


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


 Lee Norris, MAI, SRA
 St. Cert. Gen. REA
 #0000643

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

STA#5, Project 4043

File No. 05-16-07

Property Description: 26831 Stardust Drive, City Bonita Springs, State FL, Zip Code 34135-5314. Legal Description: Lot 50, Leitner Creek Manor Unit 2, Blk 1, PB 30, PG 80 Parcel 200 & 200SDE. Assessor's Parcel No. 25-47-25-B4-00201.0500. Tax Year 2004. R.E. Taxes \$ 778.57. Special Assessments \$ 197/Yr. Borrower COMPIAN, Juan A. + Digna. Current Owner Juan A. + Digna Compian. Occupant: Owner. Property rights appraised: Fee Simple. Project Type: PUD. Condominium (HUD/VA only): No. HOA \$ N/A. Neighborhood or Project Name: Leitner Creek Manor. Map Reference 25-47-25. Census Tract 0504.00. Sale Price \$ Not a Sale. Date of Sale N/A. Description and \$ amount of loan charges/concessions to be paid by seller N/A. Lender/Client Lee County - County Lands. Address P.O. Box 398, Fort Myers, FL 33902-0398. Appraiser Phil Benning, Associate. Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901. Location: Suburban, 25-75% Under 25%, Single family housing, Present land use % One family 100. Land use change: Not likely. Growth rate: Stable. Property values: Increasing, Stable. Demand/supply: Shortage, In balance. Marketing time: Under 3 mos., 3-6 mos., Over 6 mos. Vac. (over 5%). Predominant occupancy: Owner, Tenant, Vacant (0-5%), Vac. (over 5%). Single family housing PRICE (\$000) AGE (yrs) One family 100+ High 28 Multi-family Commercial. Land use change: Not likely, In process. **Three Oaks Parkway Extension Project. Notes: Race and the racial composition of the neighborhood are not appraisal factors. Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), E.Terry Street (S). Maturely developed with predominately single family and manufactured homes. Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): There were no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of average-good quality homes that are adequately maintained and that have average-good appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Stable to increasing employment and property values are prevalent. Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 5% to 6.9% range. Demand exceeds supply with typical marketing times of 2-3 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent. Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No N/A. Approximate total number of units in the subject project N/A. Approximate total number of units for sale in the subject project N/A. Describe common elements and recreational facilities: N/A. Dimensions 50.60' x 219.16' x 170.58' x 146.47' per survey provided. Site area 17,846 SF. Corner Lot Yes No. Specific zoning classification and description MH-1, Mobile Home Conservation. Topography Level. Size Larger than Typical. Shape Trapezium. Drainage Appears Adequate. View Residential. Landscaping Typical. Driveway Surface Concrete & Gravel. Apparent easements 10' Utility east. FEMA Special Flood Hazard Area Yes No. FEMA Zone X500 Map Date 7/20/1998. FEMA Map No. 1251240510D. Utilities: Electricity, Gas, Water, Sanitary sewer, Storm sewer. Off-site improvements: Street, Asphalt paved. Curb/gutter, None. Sidewalk, None. Street lights, Pole lights. Alley, None. Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions observed on the site survey provided. The site is a larger than typical building lot. Site improvements: Fill/prep/sod/landscaping \$3,000, impact fee \$3,200, water/sewer \$4,000, 6' stockade fence \$2,500, concrete/gravel drive \$1,500. GENERAL DESCRIPTION: No. of Units One, No. of Stories One, Type (Det./Att.) Detached, Design (Style) Doublewide, Existing/Proposed Existing, Age (Yrs.) 18/1987, Effective Age (Yrs.) 12 years. EXTERIOR DESCRIPTION: Foundation Concrete Piers, Exterior Walls Vinyl/Stucco, Roof Surface Dimens.Shingle, Gutters & Dwnspts Alum., Window Type Alum. SH, Storm/Screen No/Yes, Manufactured House YES. FOUNDATION: Slab None, Crawl Space Yes, Basement None, Sump Pump None, Dampness N/A, Settlement N/A, Infestation N/A. BASEMENT: Area Sq. Ft. None, % Finished N/A, Ceiling N/A, Walls N/A, Floor N/A, Outside Entry N/A. INSULATION: Roof None, Ceiling *Adeq., Walls *Adeq., Floor None, Unknown, *Assumed Adeq. ROOMS: Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other, Area Sq. Ft. Finished area above grade contains: 6 Rooms; 4 Bedroom(s); 3 Bath(s); 1,662 Square Feet of Gross Living Area. INTERIOR: Materials/Condition Carpet/Vinyl/Tile, HEATING Adeq., Type Cent., Fuel Elec., Condition Avg., COOLING Adeq., Central Yes, Other 2-Wall, Condition Avg. KITCHEN EQUIP.: Refrigerator, Range/Oven, Dishwasher, Fan/Hood, Microwave, Washer/Dryer. ATTIC: None, Stairs, Drop Stair, Scuttle, Floor, Heated, Finished. AMENITIES: Fireplace(s) # 0, Patio, Deck, Porch, Fence CL/Stockade, Pool, Utility Shed/158sf. CAR STORAGE: 1 Carport, Garage # of cars, Attached Carport, Detached, Built-in Carport, 1 Car, Driveway 3 Cars. Additional features (special energy efficient items, etc.): Cathedral ceiling, vinyl flooring in kitchen and 2 baths, tile in 3rd bath, mica counters, painted wood cabinets, ceiling fans, window treatments, a 258sf MH utility room and a 146sf utility shed reportedly purchased 4 months ago. Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of above average quality, and have been maintained in above average condition relative to actual age. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years. Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: None adverse were noted.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

COST APPROACH

Table with columns: ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, Less Depreciation, *As-is* Value of Site Improvements, INDICATED VALUE BY COST APPROACH.

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals retained in the appraiser's office files.

SALES COMPARISON ANALYSIS

Table with columns: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Price/Gross Living Area, Data and/or Verification Source, VALUE ADJUSTMENTS, Sales or Financing Concessions, Date of Sale/Time, Location, Leasehold/Fee Simple, Site, View, Design and Appeal, Quality of Construction, Age, Condition, Room Count, Gross Living Area, Basement & Finished Rooms Below Grade, Functional Utility, Heating/Cooling, Energy Efficient Items, Garage/Carport, Porch, Patio, Deck, Fireplaces, etc., Fence, Pool, etc., Other Features, Net Adj. (total), Adjusted Sales Price of Comparable.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Adjustments exceeded recommended parameters in some instances due primarily to the differences in livable and site areas. However, the adjustments are market supported and do not adversely affect the final value estimate.

RECONCILIATION

Table with columns: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Date, Price and Data Source, for prior sales within year of appraisal, Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 125,000

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

This appraisal is made [X] "as is" [] subject to the repairs, alterations, inspections or conditions listed below [] subject to completion per plans & specifications. Conditions of Appraisal: The value reported herein is for the improved parent tract described as Lot 50, Leitner Creek Manor Unit 2, Blk 1. See the attached addendum for Analysis of Remainder Interest, Parcels 200 and 200SDE, and Summary of Analysis.

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

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

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF May 12, 2005 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 125,000

APPRaiser: Phil Benning, Associate Signature: [Signature] SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: [Signature] Name: J. Lee Norris, MAI, SRA Date Report Signed: May 13, 2005 State Certification #: 0001220 St. Cert. Res. REA State FL Or State License # State

Supplemental Addendum

File No. 05-16-07

File No. 05-16-07

| | | | |
|------------------------------------------|------------|-------------------|---------------------|
| Borrower/Client COMPIAN, Juan A. + Digna | | File No. 05-16-07 | |
| Property Address 26831 Stardust Drive | | | |
| City Bonita Springs | County Lee | State FL | Zip Code 34135-5314 |
| Lender Lee County - County Lands | | | |

PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of this appraisal is to estimate the total compensation due the property owner. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision in the acquisition of a fee simple interest in a take of a 2,463sf strip of land (Parcel 200), and for a 15 foot wide, 2,410sf slope/drainage easement (Parcel 200SDE) next to the proposed right of way on the east frontage of the parent tract described as Lot 50, Leitner Creek Manor Unit 2, Block 1.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with the USPAP of the Appraisal Foundation. Data sources typically include observation, public records, First American Real Estate Services, Sunshine MLS, Realtors, other professionals, appraiser's files, builder's contracts, and cost estimating services (Marshall and Swift).

A thorough search is conducted for comparable properties within an appropriate market area and time frames. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion of the value estimate. Limiting conditions are described in the attached addenda.

USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

SUMMARY APPRAISAL REPORT

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

COMMENTS ON THE MARKET AREA

The subject is located in Leitner Creek Manor, a development of manufactured homes in Bonita Springs. Leitner Creek Manor has good proximity to area facilities in Bonita Springs. Improvements in the subject development exhibit a wide range of manufactured home size, style, age and quality.

COMMENTS ON THE LAND VALUE ESTIMATE

Since Leitner Creek Manor is maturely developed, there are limited land sales in support of the site value estimate. Included for reference are the following:

Parcel# 25-47-25-B4-00211.0180, 60x95, sold in 02/00 for \$15,500 per OR 3224/2042
Parcel# 25-47-25-B4-00211.0170, 60x95, sold in 06/00 for \$11,500 per OR 3282/1421

COMMENTS ON THE SALES

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

The subject is compared to three recent sales of doublewide manufactured homes in Leitner Creek Manor.

All sales were on smaller lots. All had fewer baths. All had screened porches and superior central HVAC systems relative to the subject's central HVAC + wall units A/C in 3rd and 4th bedrooms. All had smaller or lacked sheds and utility rooms.

Sale #1 was a smaller home on a smaller lot in superior condition.

Sale #2 was smaller home on a smaller lot.

Sale #3 was larger home on a smaller lot. Included was a 534sf open patio more than offset by the subject's more appealing 258sf utility room.

After adjustments, sales indicate a range of value of \$121,700 to \$129,000. Greatest emphasis is placed on Sales #1 and #2 which are the most recent. Sale #3 is supportive.

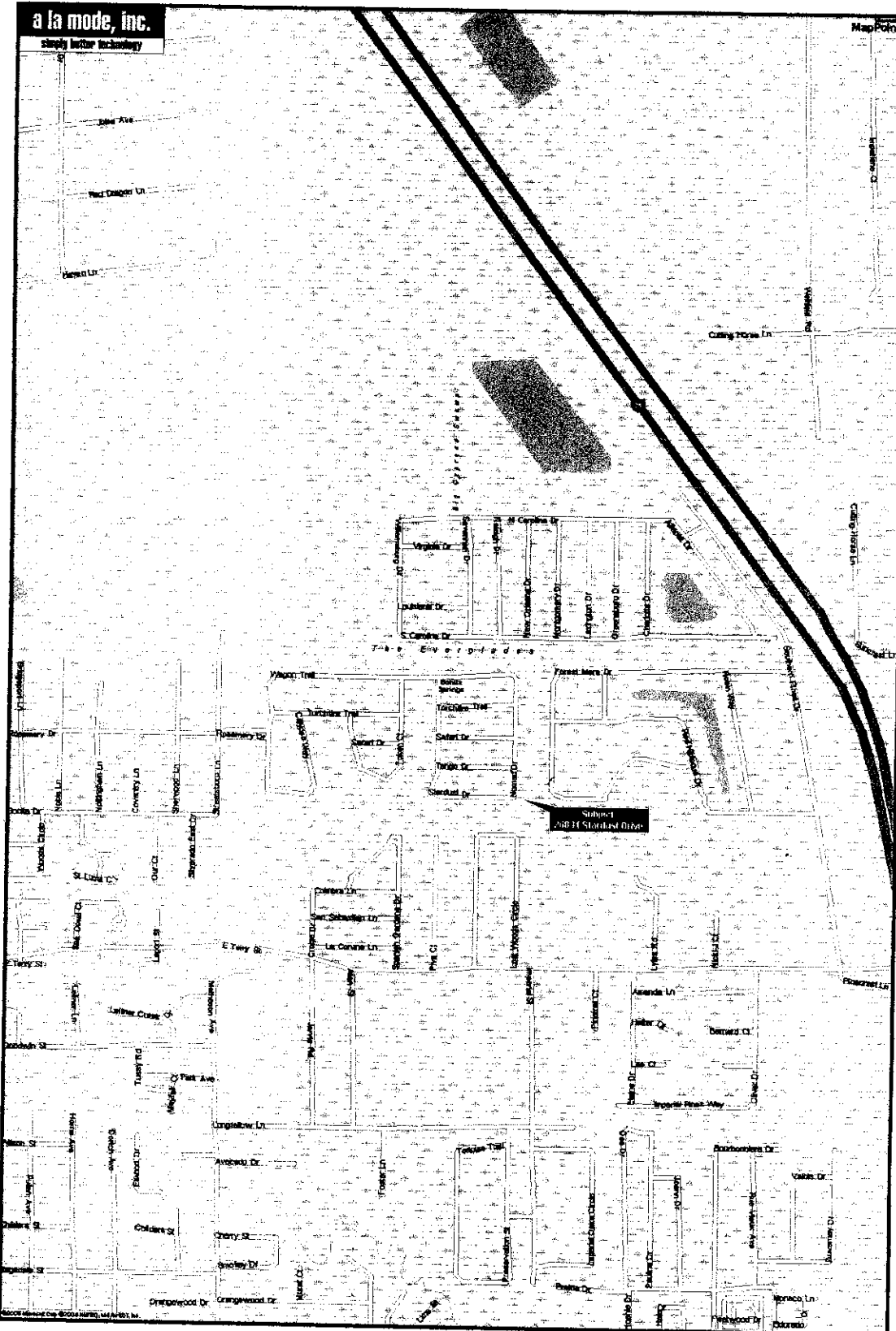
ANALYSIS OF REMAINDER INTEREST IN PARCELS 200 & 200 SDE(Slope & Drainage Easement)

Parcel 200 is a fee take area for proposed road right of way. Parcel 200 SDE is a slope/drainage easement and is adjacent to the proposed road right of way. The fee take area is approximately 2,463 square feet. The slope/drainage easement will contain approximately 2,410 square feet. The easement will be used to create a slope from the proposed final road grade to the adjoining property. The easement area will be 15 feet wide and utilized for fill and grass, and some drainage retention. The fee and easement areas will render the improved parent tract less usable to the property owner due to the reduced land area and locational obsolescence created by the close proximity of the proposed road.

The impact of the slope/drainage easement area on the fee simple ownership of the full "bundle of rights" is measured at 25%. In addition, the remainder parcel will be located adjacent to a major traffic arterial. This close proximity creates damages to the remainder for which the property owner must be compensated. The loss in value is measured at 25% and is applied to land as well as improvements. For this particular property there is 171 feet of wood stockade fence which must be removed and rebuilt. The

Location Map

| | | | | |
|------------------------------------------|------------|----------|---------------------|--|
| Borrower/Client COMPIAN, Juan A. + Digna | | | | |
| Property Address 26831 Stardust Drive | | | | |
| City Bonita Springs | County Lee | State FL | Zip Code 34135-5314 | |
| Lender Lee County - County Lands | | | | |



Division of County Lands

Ownership and Easement Search

Search No. 25-47-25-B4-00201.0500

Date: January 14, 2005

Parcel: 200 & 200SDE

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

STRAP: 25-47-25-B4-00201.0500

Effective Date: December 9, 2004, at 5:00 p.m.

Subject Property: Lot 50, in Block 1, Leitner Creek Manor, Unit 2, recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Juan A. Compian and Digna Compian, husband and wife.

By that certain instrument dated February 19, 1999, recorded February 24, 1999, in Official Record Book 3081, Page 1069, Public Records of Lee County, Florida.

Easements:

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

NOTE(1): Subject to a Mortgage in the original sum of \$63,876.15 between Juan A. Compian and Digna Compian (mortgagors) and Bank of America N.A. (mortgagee), recorded in Official Record Book 3278 Page 2088, Public Records of Lee County, Florida. The description in this mortgage is incorrect as it states Lot 60 in Block 1 on the above mentioned plat.

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 Judgment vs. Patricia Wright in the sum of \$4,150.00, recorded in Official Record Book 2176, Page 1062 and re-recorded in Official Record Book 2182, Page 4117, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 25-47-25-B4-00201.0500

Date: January 14, 2005

Parcel: 200 & 200SDE

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

Tax Status: \$755.21 paid on 12-27-04 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

VIA FACSIMILE (239) 479-8391

June 8, 2005

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

RE: Appraisal and Binding Offer – Three Oaks Parkway Extension
Project No. 4043
Parcels 200, 306, 307, 308, 320, 323, 338 and 341

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
Gary A. Price
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

5-Year Sales History

Parcel No. 200, 200SDE

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS