

Agenda Item Summary

1. **ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of Parcel 341-RW Three Oaks Parkway South Extension Project No. 4043, in the amount of \$3,250; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

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

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

4. Departmental Category: 6

C6C

5. Meeting Date: **09-06-2005**

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute **125**
 Ordinance
 Admin. Code
 Other **BS20050292-
 Resolution 05-03-23
 BS20050791**

8. Request Initiated:
 Commissioner _____
 Department Independent
 Division County Lands
 By: Karen L.W. Forsyth, Director

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

Interest to Acquire: Right of Way Easement from an improved, single-family residential property.

Property Details:

Owner: Beverly A. King
Address: 24065 Roger Dodger Street, Bonita Springs, 34135
STRAP No.: 14-47-25-B2-00200.0900

Purchase Details:

Purchase Price: \$3,250
Costs to Close: \$1,000

At the onset of negotiations, the property owner was not interested in selling the property. However, through negotiations, she has now agreed to accept \$3,250.

Appraisal Information:

Company: Carlson, Norris & Associates
Appraised Value: \$1,900

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

Account: 20404330709.506110

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

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.
<i>[Signature]</i>			<i>[Signature]</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:
 8 19 05
 COUNTY ADMIN
 FORWARDED TO: PF
 8/25/05
 9/7/05

REC'D BY
 by CO. ATTY.
 CO. ATTY.
 FORWARDED TO:
 8/22/05

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcels: 341-RW/King
STRAP No.: 14-47-25-B2-00200.0900

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 30 day of July, 2005 by and between **BEVERLY A. KING**, a single person, whose address is 24065 Roger Dodger Street, Bonita Springs, Florida 34135, Owner, hereinafter referred to as **SELLER**, and **LEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as **BUYER**.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a perpetual, non-exclusive road right of way easement consisting of ±500.90 square feet, located at 24065 Roger Dodger Street, Bonita Springs, Florida, and more particularly described as set forth in Exhibit "A", attached hereto and made a part hereof by reference; hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway South Extension Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price of the Property ("Purchase Price") will be ^{Three} ~~Two~~ Thousand ⁷⁰⁰ ~~Five~~ Hundred and No/100 (\$ ^{3,250.00} ~~2,500.00~~), payable at closing by County Warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A Road Right of Way Easement (the form of the easement is attached as Exhibit "X"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing, if applicable;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing, if applicable;
- (d) SELLER's attorney fees, and appraiser fees, if any.

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

- (a) Recording fee for deed and easement;
- (b) survey, (if desired by BUYER);
- (c) payment of subordination and/or partial release of

mortgage fees, if any;

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

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 15 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER, to best of SELLER's knowledge, hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property

and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before ninety (90) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Cynthia Marshall
Signature of Witness

CYNTHIA A. MARSHALL
Print Name of Witness

Kathryn M. Monday
Signature of Witness

KATHRYN M. MONDAY
Print Name of Witness

SELLER:

Beverly A King
BEVERLY A. KING (Date)

BUYER:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



July 8, 2004

THREE OAKS PARKWAY

PARCEL 341-RW

**PART OF TRACT 90
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel being part of Tract 90, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25, East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northwest corner of said Northeast Quarter (NE-1/4) run S 82° 32' 57" E along the north line of said Northeast Quarter (NE-1/4) for 1,604.98 feet to the northeast corner of Tract 28 of said San Carlos Estates; thence run S 00° 13' 03" E for 329.94 feet to the northeast corner of said Tract 90; thence run N 82° 32' 57" W along the north line of said tract for 278.81 feet to an intersection with a non-tangent curve and the Point of Beginning.

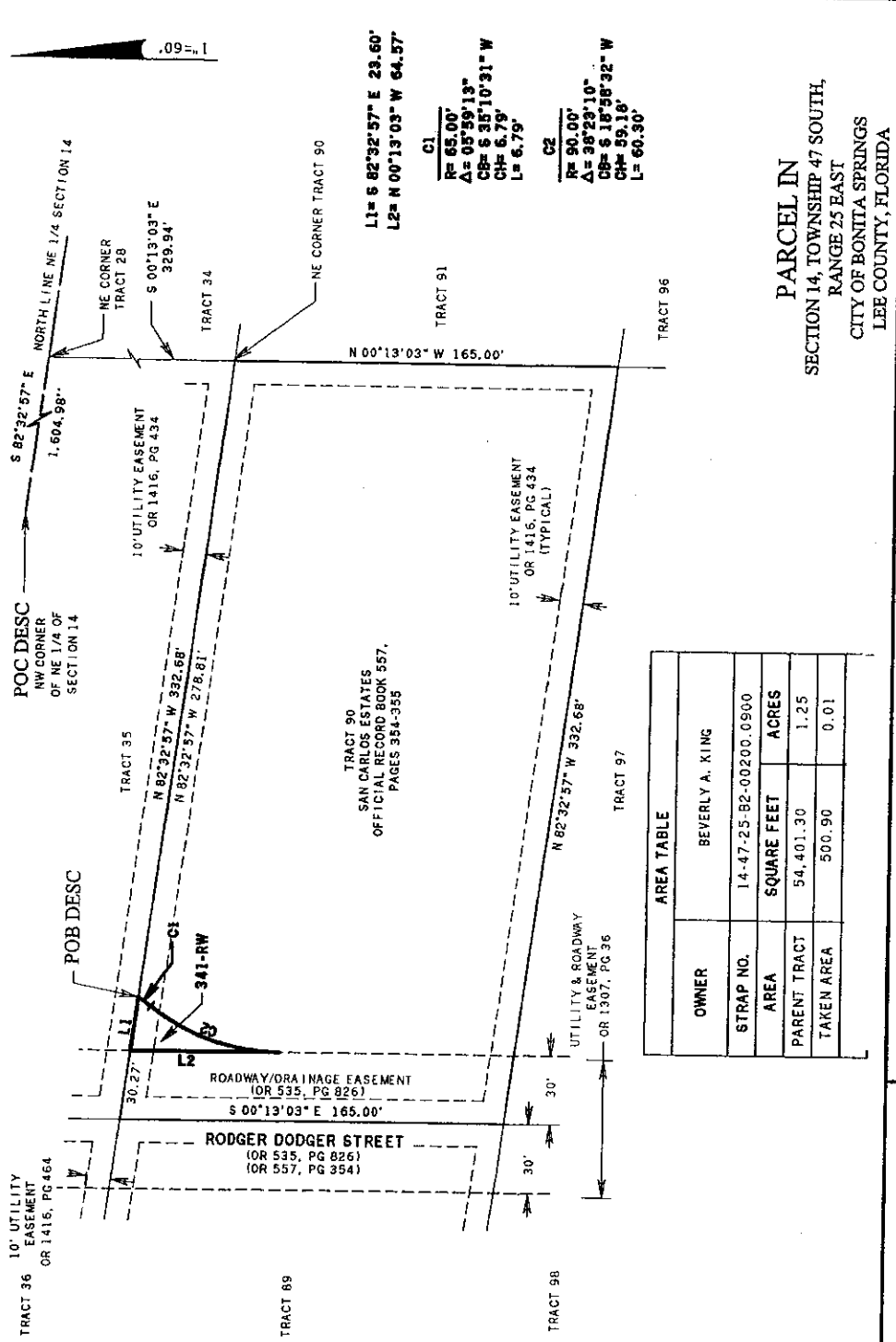
From said Point of Beginning run southwesterly along the arc of said curve to the right, having a radius of 65.00 feet (delta 05° 59' 13") (chord bearing S 35° 10' 31" W) (chord 6.79 feet) for 6.79 feet to a point of reverse curvature; thence run southwesterly along the arc of said curve to the left, having a radius of 90.00 feet (delta 38° 23' 10") (chord bearing S 18° 58' 32" W) (chord 59.18 feet) for 60.30 feet to an intersection with the east line of Rodger Dodger Street (60 feet wide) as shown and recorded in Official Records Book 557, Pages 354 and 355 and Official Records Book 535, Page 826; thence run N 00° 13' 03" W along said east line for 64.57 feet to the north line of said tract; thence run S 82° 32' 57" E along said north line for 23.60 feet to the Point of Beginning.

Containing 500.90 square feet or 0.01 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the north line of the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25 East to bear S 82° 32' 57" E.

20013033 Parcel 341-RW 070804

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



POC DESC
NW CORNER
OF NE 1/4 OF
SECTION 14

POB DESC

TRACT 36
10' UTILITY
EASEMENT
OR 1416, PG 464

TRACT 35
N 82°32'57" W 332.68'
N 82°32'57" W 278.81'

TRACT 34
S 00°13'03" E
329.94'

TRACT 33
NE CORNER
TRACT 28

TRACT 32
NE CORNER
TRACT 90

TRACT 31
N 00°13'03" W 165.00'

TRACT 30
NE CORNER
TRACT 90

TRACT 29
NE CORNER
TRACT 90

TRACT 28
NE CORNER
TRACT 90

TRACT 27
NE CORNER
TRACT 90

TRACT 26
NE CORNER
TRACT 90

TRACT 25
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TRACT 7
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TRACT 6
NE CORNER
TRACT 90

TRACT 5
NE CORNER
TRACT 90

TRACT 4
NE CORNER
TRACT 90

TRACT 3
NE CORNER
TRACT 90

TRACT 2
NE CORNER
TRACT 90

TRACT 1
NE CORNER
TRACT 90

TRACT 90
SAN CARLOS ESTATES
OFFICIAL RECORD BOOK 557,
PAGES 354-355

TRACT 91
C1
R= 65.00'
Δ= 05°59'13"
CB= 6 35'10"31" W
CH= 6.79'
L= 6.79'

TRACT 96
C2
R= 90.00'
Δ= 38°23'10"
CB= 6 18'58"32" W
CH= 59.18'
L= 60.30'

AREA TABLE

OWNER	BEVERLY A. KING
STRAP NO.	14-47-25-B2-00200.0900
AREA	SQUARE FEET
PARENT TRACT	54,401.30
TAKEN AREA	500.90
	ACRES
	1.25
	0.01

2158 JOHNSON STREET
FORT MYERS, FLORIDA 33902-1550
PHONE (889) 334-0046
FAX (889) 334-9661
E.B. #642 & L.B. #642

JOHNSON
ENGINEERING

PARCEL 341RW - THREE OAKS PARKWAY

NOTES:

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 82°32'57" E.
- THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
- POC = POINT OF COMMENCEMENT.
- POB = POINT OF BEGINNING.
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- L = ARC LENGTH.
- OR = OFFICIAL RECORD.
- PG. / PGS. = PAGE OR PAGES.
- DESCRIPTION ATTACHED.
- PARCEL CONTAINS 501 SQUARE FEET (0.01 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 LB 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 5247

DATE SIGNED: 6/30/04

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

PARCEL 341RW - THREE OAKS PARKWAY

This instrument prepared by:

Exhibit "B"

Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Page 1 of 5

Parcel: 341-RW/King
Project: Three Oaks Parkway South Extension 4043
STRAP No.: 14-47-25-B2-00200.0900

GRANT OF PERPETUAL

RIGHT-OF-WAY EASEMENT

This INDENTURE, made and entered into this 30 day of July, 2005, between BEVERLY A. KING, Owner, whose address is 24065 Roger Dodger Street, Bonita Springs, Florida 34135, hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 hereinafter "Grantee":

WITNESSETH:

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

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

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

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

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenant that they are lawfully seized and possessed of the described real property in Exhibit "A", have good and lawful right and power to sell and convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

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

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

8. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

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

TWO SEPARATE WITNESSES:

Cynthia Marshall
1st Witness Signature

CYNTHIA A. MARSHALL
Printed name of 1st Witness

Beverly A. King
BEVERLY A. KING GRANTOR

Kathryn M. Mendry
2nd Witness Signature

KATHRYN M. MENDRY
Printed name of 2nd Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 30th day of JULY, 2005, by Beverly A. King. She is personally known to me or has produced FLORIDA DRIVER'S LICENSE as identification. (type of identification)



Kathryn M Mendry
My Commission DD342877
Expires September 26, 2008

Kathryn M. Mendry
(Signature of Notary Public)

KATHRYN M. MENDRY
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

July 8, 2004

THREE OAKS PARKWAY

PARCEL 341-RW

**PART OF TRACT 90
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

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From said Point of Beginning run southwesterly along the arc of said curve to the right, having a radius of 65.00 feet (delta 05° 59' 13") (chord bearing S 35° 10' 31" W) (chord 6.79 feet) for 6.79 feet to a point of reverse curvature; thence run southwesterly along the arc of said curve to the left, having a radius of 90.00 feet (delta 38° 23' 10") (chord bearing S 18° 58' 32" W) (chord 59.18 feet) for 60.30 feet to an intersection with the east line of Rodger Dodger Street (60 feet wide) as shown and recorded in Official Records Book 557, Pages 354 and 355 and Official Records Book 535, Page 826; thence run N 00° 13' 03" W along said east line for 64.57 feet to the north line of said tract; thence run S 82° 32' 57" E along said north line for 23.60 feet to the Point of Beginning.

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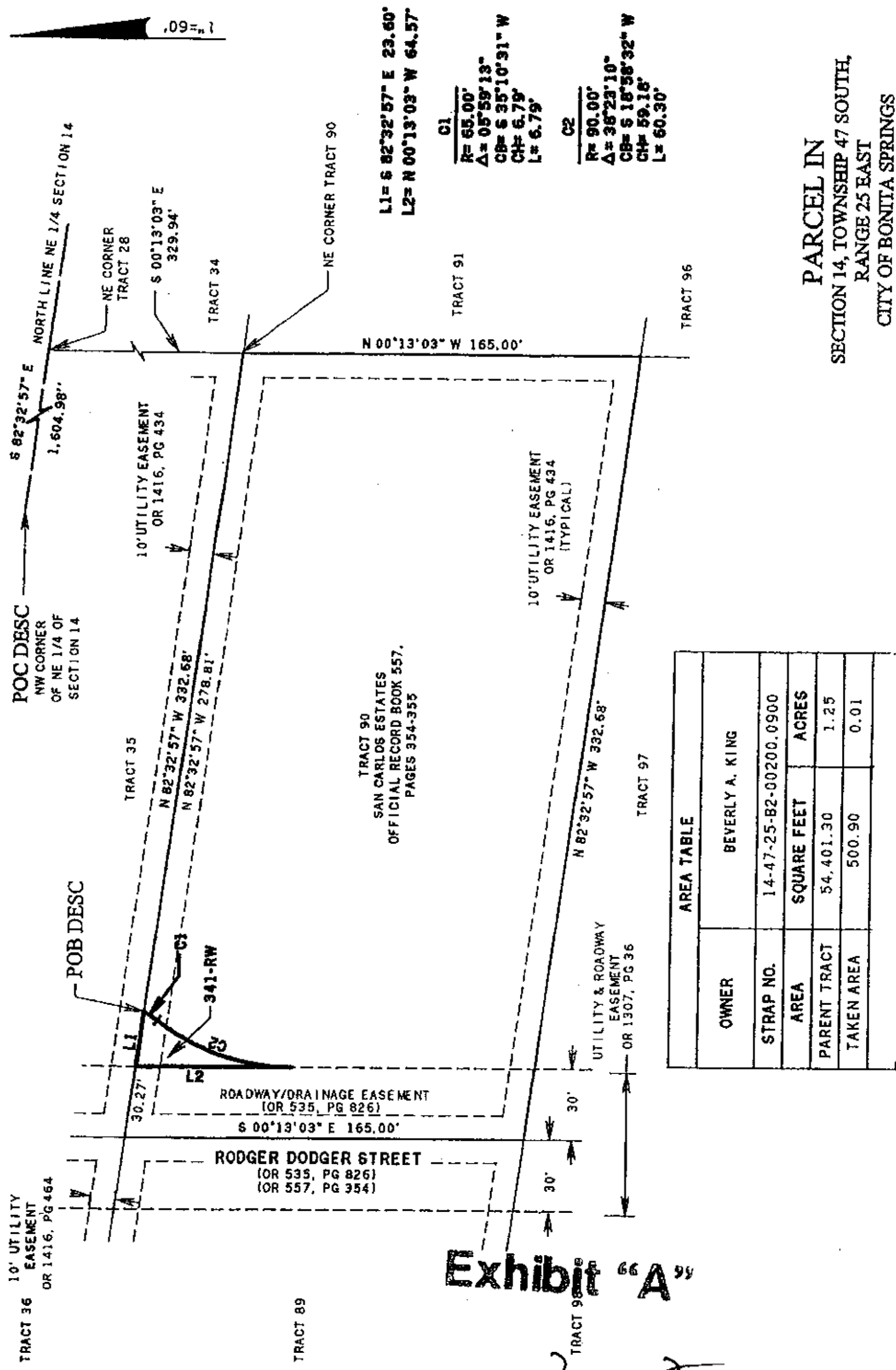
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Exhibit "A"

Page 2 of 2

20013033 Parcel 341-RW 070804

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



AREA TABLE

OWNER	BEVERLY A. KING
STRAP NO.	14-47-25-82-00200.0900
AREA	SQUARE FEET
PARENT TRACT	34,401.30
TAKEN AREA	500.90
	ACRES
	1.25
	0.01

JOHNSON ENGINEERING

2156 JOHNSON STREET
P. O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (813) 331-0646
FAX (813) 331-0646
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE 05-21-04 PROJECT NO. 20013033 FILE NO. 14-47-25 SCALE 1"=60' SHEET 1 OF 2

PARCEL 341RW - THREE OAKS PARKWAY

THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM LB 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 8247

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

NOTES:

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 82°32'57" E.
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Exhibit "A"

Page 2 of 2

SUMMARY OF ANALYSIS
Project 4043-Three Oaks Parkway Extension
Parcel 341

Market Value of Fee Simple Interest in Parent Parcel	x	54,401 sf <u>\$3.80</u> per sf	\$206,724	\$206,724
less: remainder area \$3.80 per sf	x	53,900 sf <u>\$3.80</u> per sf	\$204,820	\$204,820
Subtract Value of Remainder from Parent Parcel Value				
Total Compensation Due the Property Owner rounded too				\$1,904
				\$1,900

Analysis Confirmation

Part Taken in Fee for Three Oaks Extension	x	501 sf <u>\$3.80</u> per sf	\$1,904	\$1,900
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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROJECT AND PARCEL NUMBER: Three Oaks Parkway Extension 4043, Parcel Number 341 - King

OWNER OF RECORD: Beverly A. King ✓

LOCATION: 24065 Roger Dodger Street, Bonita Springs, FL

LAND AREA: 54,401 square feet usable ✓

LAND AREA PART TAKEN : 501 square feet

IMPROVEMENTS: A two year old single family home including 1,633 square feet of living area, 25 square feet of porch area and 491 square feet of garage area.

COMPREHENSIVE LAND USE PLAN CLASSIFICATION: Low Density Single Family

ZONING: AG-2

HIGHEST AND BEST USE: Residential

ESTIMATED LAND VALUE/ACRE: \$3.80 per square foot

ESTIMATED VALUE BY THE COST APPROACH: \$386,500 ✓

ESTIMATE VALUE BY THE INCOME APPROACH: Not applicable

ESTIMATED VALUE BY THE SALES COMPARISON APPROACH: \$356,000 ✓

ESTIMATED MARKET VALUE: \$375,000 ✓

TOTAL COMPENSATION DUE THE PROPERTY OWNER: \$1,900 — Part taken

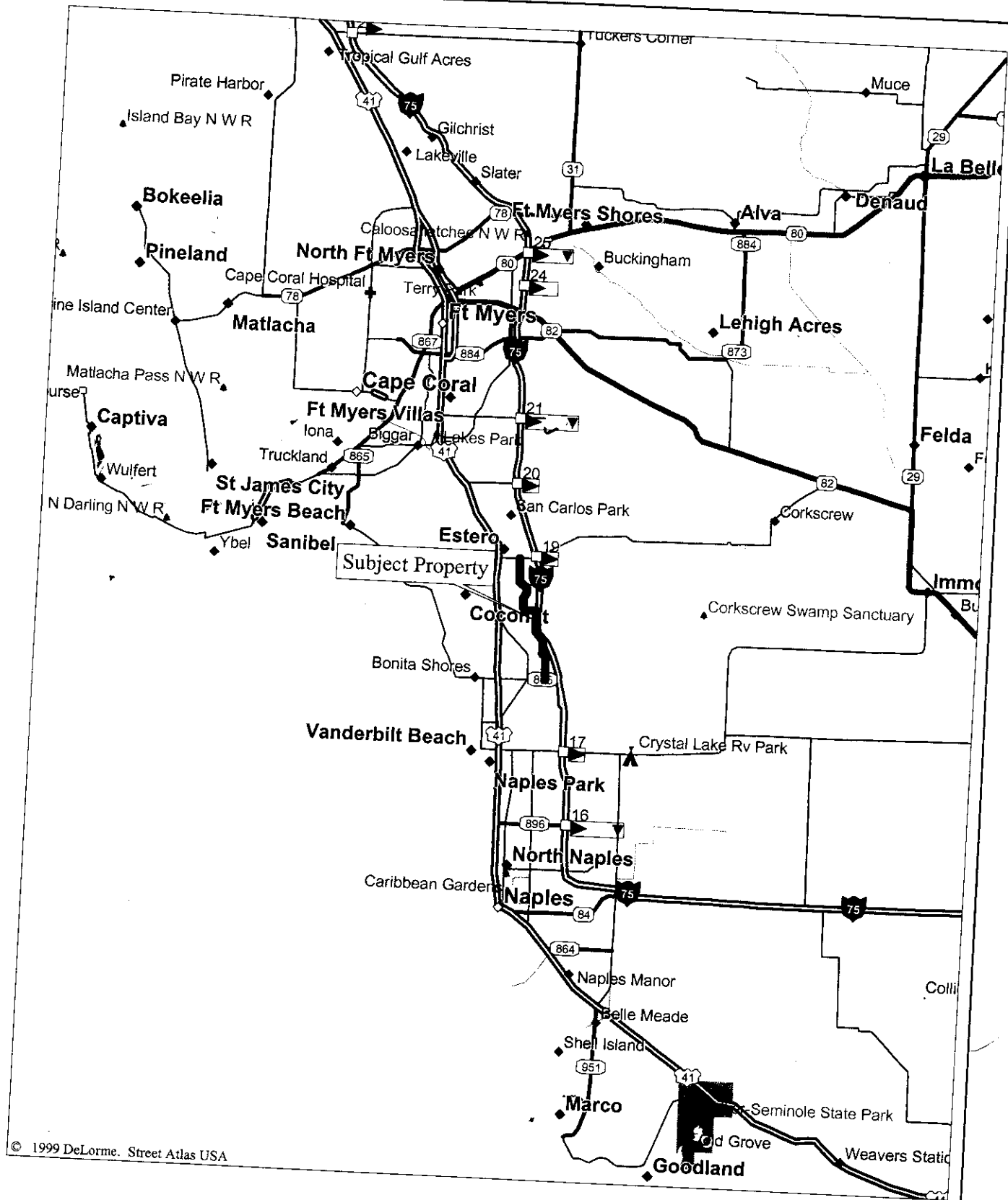
DATE OF VALUE ESTIMATE: May 12, 2005

DATE OF REPORT: June 3, 2005

USPAP APPRAISAL TYPE: Complete

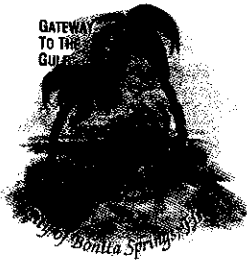
USPAP REPORT TYPE: Summary

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



© 1999 DeLorme. Street Atlas USA

LOCATION MAP



COUNTY LANDS

August 11, 2005

*City of
Bonita Springs*

9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135
TEL: (239) 949-6262
FAX: (239) 949-6239
www.cityofbonitasprings.org

Jay Arend
Mayor

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

Gary A. Price
City Manager
Tel. (239) 949-6238

Audrey E. Vance
City Attorney
Tel. (239) 949-6254

City Clerk/Treasurer
Tel: (239) 949-6250

Public Works
Tel: (239) 949-6246

Code Enforcement
Tel: (239) 949-6257

Parks & Recreation
Tel: (239) 992-2556

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

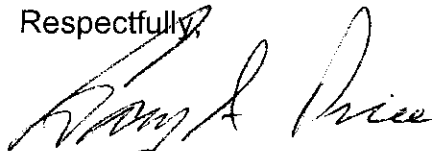
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 341RW, King

Dear Mr. Gomez:

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

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

Respectfully,



Gary A. Price
City Manager

GAP/kd


cc: Ken Hoffman, Community Project Coordinator

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

Search No. 14-47-25-B2-00200.0900

Date: ~~October~~ 24, 2003

Parcel: 341

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

STRAP: 14-47-25-B2-00200.0900

Effective Date: September ~~26~~, 2003, at 5:00 p.m. *5-23-05***Subject Property:** Tract 90, San Carlos Estates, according to the plat thereof recorded in Official Record Book 557, Pages 354 and 355, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Beverly A. King, a single woman

By that certain instrument dated June 30, 2003, recorded July 1, 2003, in Official Record Book 3977, Page 4198, Public Records of Lee County, Florida.

Easements:

1. Dedication of Easements for drainage, roads and streets, recorded in Official Record Book 535, Page 826, Public Records of Lee County, Florida.
2. Non-exclusive utility and roadway easement over and across or below all roadways shown on plat of San Carlos Estates, recorded in Official Record Book 1307, Page 36, Public Records of Lee County, Florida.
3. Ten foot easement reservation on all sides for utility maintenance, as described in instrument recorded in Official Record Book 1416, Page 434, Public Records of Lee County, Florida.

NOTE(1): Judgment creating and incorporating San Carlos Estates Drainage District, recorded in Official Record Book 521, Page 120, Public Records of Lee County, Florida.

NOTE(2): Mortgage executed by John A. Hughes, an unmarried man and Beverly A. King, an unmarried woman in favor of IDL Mortgage Corporation, dated April 28, 1999, recorded May 3, 1999, in Official Record Book 3111, Page 3466, as re-recorded in Official Record Book 3215, Page 1758, Public Records of Lee County, Florida. Said mortgage modified by instrument recorded in Official Record Book 3215, Page 1765; assigned to Charter Bank, by instrument recorded in Official Record Book 3215, Page 1767; and further assigned to ABN-AMRO Mortgage Group, Inc., by instrument recorded in Official Record Book 3285, Page 1844, Public Records of Lee County, Florida.

NOTE Judgment - Bank of America Bk 4367/563

Division of County Lands

Ownership and Easement Search

Search No. 14-47-25-B2-00200.0900

Date: October 24, 2003

Parcel: 341

Project: Three Oaks Parkway South Extension,
Project 4043

NOTE (3): Utility Service Lien in favor of Bonita Springs Utilities Inc., recorded March 18, 2002 in Official Record Book 3597, Page 884, Public Records of Lee County, Florida.

NOTE(4): Mortgage executed by John A. Hughes, a single person and Beverly A. King, a single person, in favor of Bank of America, N.A., dated June 11, 2002, recorded July 2, 2002, in Official Record Book 3678, Page 2189, Public Records of Lee County, Florida.

Tax Status: 2002 taxes paid in full; 2003 taxes are not yet due and payable.
(The end user of this report is responsible for verifying tax and/or assessment information.)

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

5-Year Sales History

Parcel No. 341RW

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
John A. Hughes	Beverly A. King	\$56,500	7/01/03	Y*

*Referenced sale for the entire vacant parent tract.