

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

Blue Sheet No. 20051303

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcels 332-RW & 332-SDE, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$75,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: The acquisition of property required for the Three Oaks Parkway South Extension, without the necessity of an eminent domain action.

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

4. Departmental Category: 6

CLG

5. Meeting Date: *10-11-2005*

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 125
- Ordinance
- Admin. Code
- Other BS20050865
BS20050292
Resolution 05-03-23

8. Request Initiated:

Commissioner _____
 Department _____ Independent
 Division _____ County Lands
 By: Karen L.W. Forsyth, Director *[Signature]*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Right of Way Easement (+/- 3,946 sq. ft.) and Slope & Drainage Easement (+/- 165 sq. ft.) from a vacant, single-family residential property.

Property Details:

Owner: William T. Schmetterer
Address: 24066 Melaine Lane, Bonita Springs, 34135
STRAP No.: 14-47-25-B1-00200.0810

Purchase Details:

Purchase Price: \$75,000
Costs to Close: \$1,500

The property owner originally required \$92,000 for the property, due to his calculated damages to the remainder property. However, through negotiations, he has now agreed to accept \$75,000.

Appraisal Information:

Company: Carlson, Norris & Associates
Appraised Value: \$63,000

Staff Recommendation: Staff is of the opinion that the purchase price increase (19%) 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, 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>K. Forsyth</i>			<i>9/13</i>	<i>[Signature]</i>	<i>9-14-05</i>	<i>[Signature]</i>	<i>9/19/05</i>	<i>9/19/05</i>	<i>HS 9/22/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

CO. ATTY.
FORWARDED
TO CO. MGR.
9/16/05

RECEIVED BY
COUNTY ADMIN:
9-16-05
2:56
COUNTY ADMIN
FORWARDED TO:
9-22-05
9:30 AM

RCVD. *9/16/05*
by CO. ATTY.
[Signature]
CO. ATTY.
FORWARDED TO:

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcels: 332-RW, 332-SDE/Schmetterer
STRAP No.: 14-47-25-B1-00200.0810

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

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 31st day of August, 2005 by and between WILLIAM T. SCHMETTERER, a married person, whose address is 39 Lomita Drive, Mill Valley, CA 94941, Owner, hereinafter referred to as SELLER, and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. AGREEMENT TO PURCHASE AND TO SELL: SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a perpetual, non-exclusive road right of way easement parcel consisting of ±3,946.25 square feet, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope and drainage easement parcel consisting of ±165.41 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference; hereinafter collectively called "the Property." This property will be acquired for the Three Oaks Parkway South Extension Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price of the Property ("Purchase Price") will be ~~sixty seven~~ ^{seventy five} Thousand and No/100 (\$67,000.00), payable at closing by County Warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

\$ 25,000

WIT
8/31/05

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 2 of 6

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

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

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

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

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

- (a) Recording fee for deed and easement;

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
Page 3 of 6

(b) survey, (if desired by BUYER);

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

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

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

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

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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 4 of 6.

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

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

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

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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 5 of 6,

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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 6 of 6.

WITNESSES:

SELLER:

Signature of Witness

William T. Schmetterer 8/31/05
WILLIAM T. SCHMETTERER (DATE)

Print Name of Witness

Signature of Witness

Print Name of Witness

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)



SINCE 1946

Exhibit "A"

April 5, 2004

Page 1 of 2**THREE OAKS PARKWAY****PARCEL 332 - RW**

**PART OF TRACT 81
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel of land for right-of-way purposes, being part of Tract 81, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 through 355, in the Public Records of Lee County, Florida, lying in Section 14, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of the Northwest Quarter (NW-1/4) of said section run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 1,378.39 feet to an intersection with a line being the center of Melaine Lane (a 60 foot Roadway and Drainage Easement) according to the map thereof of said San Carlos Estates; thence run S 00° 13' 03" E along said line for 330.00 feet to the northeast corner of said tract; thence run N 82° 29' 12" W along the north line of said tract for 30.28 feet to an intersection with the west line of said Melaine Lane and the Point of Beginning.

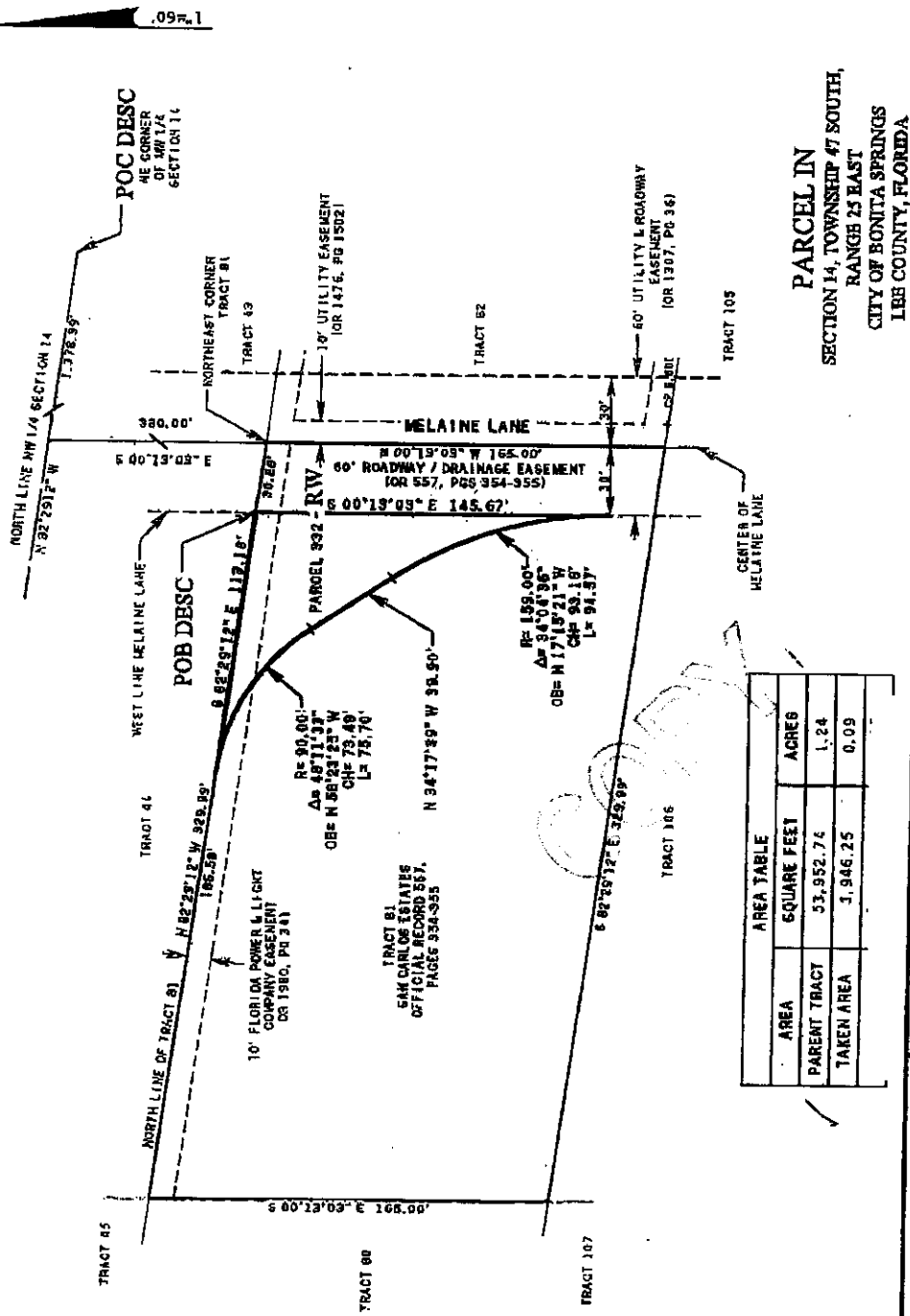
From said Point of Beginning run S 00° 13' 03" E along said west line for 145.67 feet to an intersection with a non tangent curve; thence run northwesterly along the arc of said curve to the left, having a radius of 159.00 feet (delta 34° 04' 36") (chord bearing N 17° 15' 21" W) (chord 93.18 feet) for 94.57 feet to a point of tangency; thence run N 34° 17' 39" W for 39.90 feet to a point of curvature; thence run northwesterly along the arc of said curve to the left, having a radius of 90.00 feet (delta 48° 11' 33") (chord bearing N 58° 23' 25" W) (chord 73.49) for 75.70 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E for 113.13 feet to the Point of Beginning.

Containing 3,946.25 square feet or 0.09 acres, more or less.

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

20013033 Parcel 332 040504

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



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

SKETCH TO ACCOMPANY DESCRIPTION

DATE 04-01-04

PROJECT NO. 28012037

FILE NO. 14-47-25

SHEET 1 OF 2

2188 JOHNSON STREET
FORT MYERS, FLORIDA 33902-1860
PHONE 888-333-3333
FAX 4238-3344-6614
C.E. #642 & L.M. #612

AREA	SQUARE FEET	ACRES
PARENT TRACT	51,952.74	1.24
TAKEN AREA	3,946.25	0.09

JOHNSON
ENGINEERING

33 - THREE OAKS PARKWAY

- NOTES:
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA INAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE RW L/A OF SECT: 04: 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82° 29' 12" W.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO LORING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 3. POB = POINT OF BEGINNING.
 4. POC = POINT OF COMMENCEMENT.
 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 3.946 SQUARE FEET (0.09 ACRES) MORE OR LESS.

THIS IS NOT A SURVEY

Mad L. Winters

MARK G. WERTZEL (FOR THE FIRM 04 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 5247

DATE: 04/01/04
NOT VALID WITHOUT SIGNATURE AND
THESE WORDS: "I, _____, A FLORIDA
SURVEYOR, HAVE DRAWN THIS SKETCH."



SINCE 1946

Exhibit "B"

April 5, 2004

Page 1 of 2**THREE OAKS PARKWAY****PARCEL 332-SDE**

**PART OF TRACT 81
 SAN CARLOS ESTATES
 LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA**

A tract or parcel of land, being part of Tract 81, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 through 355, in the Public Records of Lee County, Florida, lying in Section 14, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of the Northwest Quarter (NW-1/4) of said section run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 1,378.39 feet to an intersection with a line being the center of Melaine Lane (a 60 foot Roadway and Drainage Easement) according to the map thereof of said San Carlos Estates; thence run S 00° 13' 03" E along said line for 330.00 feet to the northeast corner of said tract and the Point of Beginning.

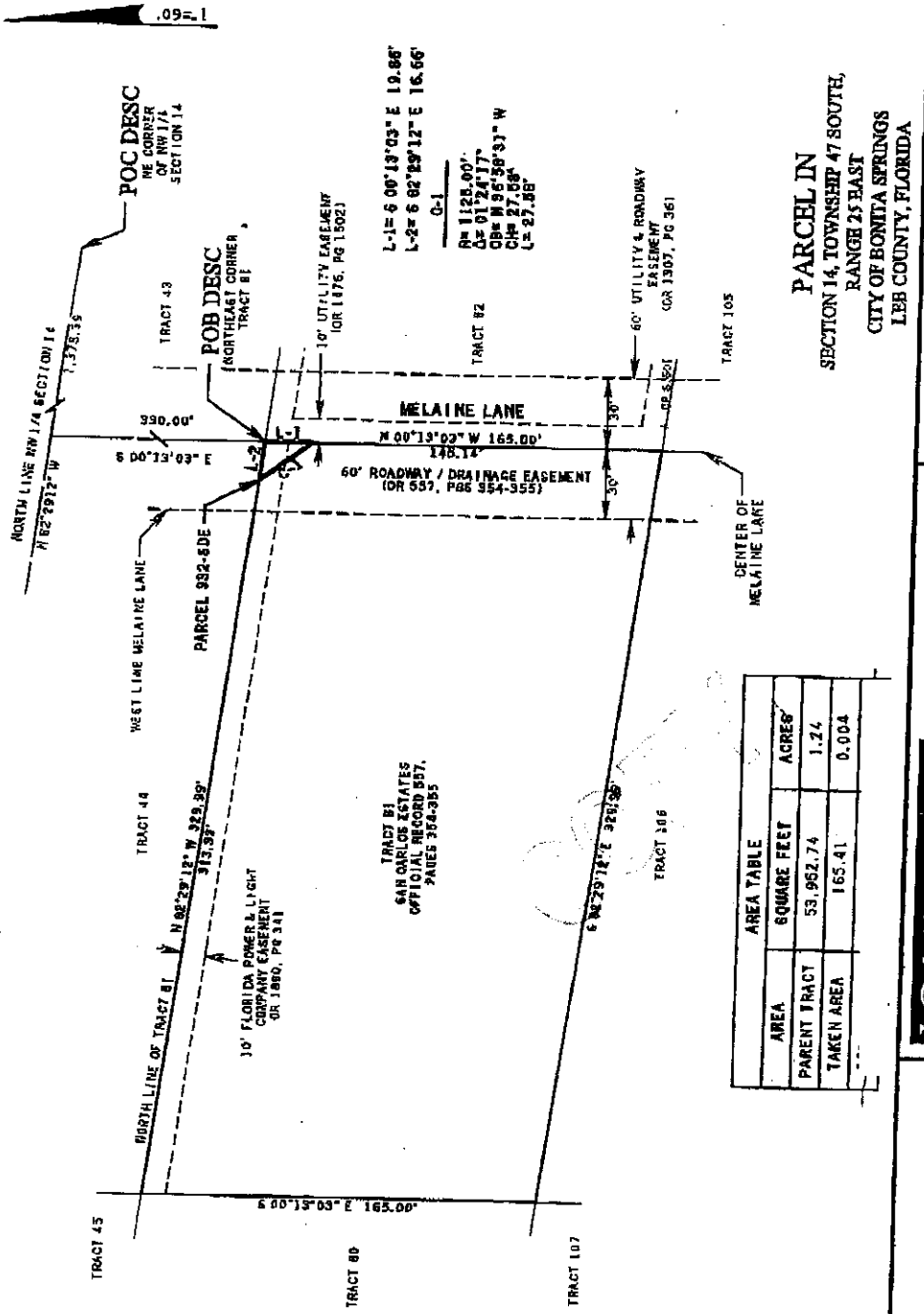
From said Point of Beginning continue S 00° 13' 03" E along the east line of said tract for 19.86 feet to an intersection with a non-tangent curve; thence run northwesterly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 01° 24' 17") (chord bearing N 36° 58' 31" W) (chord 27.58 feet) for 27.58 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E along said north line for 16.66 feet to the Point of Beginning.

Containing 165.41 square feet or 0.004 acres, more or less.

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

20013033 Parcel 332-SDE 040504

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



AREA	SQUARE FEET	ACRES
PARENT TRACT	53,952.74	1.24
TAKEN AREA	165.41	0.004

JOHNSON ENGINEERING

2106 JOHNSON STREET
 2nd FLOOR
 FORT MYERS, FLORIDA 33902-1580
 PHONE (823) 324-0244
 FAX (823) 324-2661
 C.B. #642 & L.B. #642

THREE OAKS PARKWAY
 20' DRAINAGE & DRAINAGE EASEMENT

SKETCH TO ACCOMPANY DESCRIPTION

DATE: 04-01-04 PROJECT NO.: 20013033 FILE NO.: 14-67-23 SCALE: 1"=50'

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

SHEET 1 OF 2

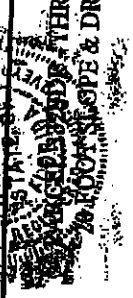
- NOTES:**
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/80 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°29'12" W.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 3. P.O.C. = POINT OF COMMENCEMENT.
 4. P.O.B. = POINT OF BEGINNING.
 5. DESC = DESCRIPTION.
 6. R = RADIUS.
 7. Δ = DELTA ANGLE.
 8. CH = 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 165 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL FOR THE FIRM B 642
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5237

DATE SIGNED: 09/09/05
 NOT VALID UNLESS MADE IN THE PRESENCE AND THE ORIGINAL SIGNATURE OF THE FLORIDA SURVEYOR AND MAPPER B 642



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

EXHIBIT "C"Page 1 of 5

Parcel: 332RW/Schmetterer
Project: Three Oaks Parkway 4043
STRAP No.: 14-47-25-B1-00200.0810

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

This INDENTURE, made and entered into this _____ day of _____, 2005, between WILLIAM T. SCHMETTERER, a married person, Owner, whose address is 39 Lomita Drive, Mill Valley, CA 94941, hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 hereinafter "Grantee",

WITNESSETH:

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

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

Grant of Perpetual Right-of-Way Easement
Project: Three Oaks Parkway 4043
Page 2

EXHIBIT "C"

Page 2 of 5

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

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

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

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

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

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

Grant of Perpetual Right-of-Way Easement

EXHIBIT "C"

Project: Three Oaks Parkway 4043

Page 3 of 5

Page 3

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

TWO SEPARATE WITNESSES:

1st Witness Signature

WILLIAM T. SCHMETTERER, GRANTOR

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by William T. Schmetterer. He is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

JOHNSON
ENGINEERING

SINCE 1946

EXHIBIT "C"

April 5, 2004

Page 4 of 5

THREE OAKS PARKWAY

PARCEL 332 - RW

PART OF TRACT 81
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 S 00° 13' 03" E along said west line for 145.67 feet to an intersection with a non tangent curve; thence run northwesterly along the arc of said curve to the left, having a radius of 159.00 feet (delta 34° 04' 36") (chord bearing N 17° 15' 21" W) (chord 93.18 feet) for 94.57 feet to a point of tangency; thence run N 34° 17' 39" W for 39.90 feet to a point of curvature; thence run northwesterly along the arc of said curve to the left, having a radius of 90.00 feet (delta 48° 11' 33") (chord bearing N 58° 23' 25" W) (chord 73.49) for 75.70 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E for 113.13 feet to the Point of Beginning.

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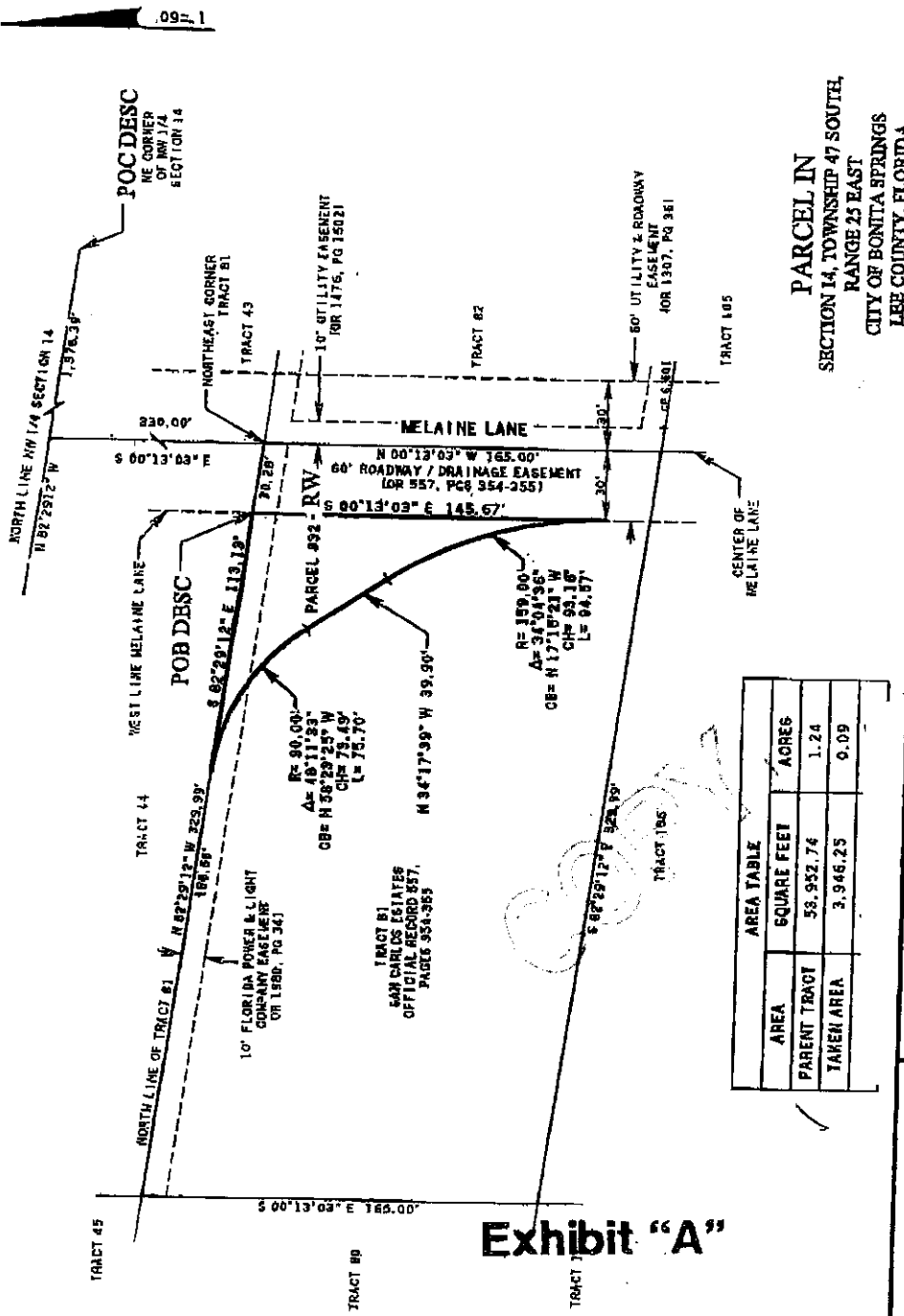
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Exhibit "A"

Page 1 of 2

20013033 Parcel 332 040504

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



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

SKETCH TO ACCOMPANY DESCRIPTION

DATE: 01-01-04
PROJECT NO: 20013033
FILE NO: 14-67-25
SHEET: 1 OF 2

EXHIBIT 'C'
Page 5 of 5

AREA	SQUARE FEET	ACRES
PARENT TRACT	59,952.74	1.24
TAKEN AREA	3,946.25	0.09

JOHNSON
ENGINEERING

2158 JOHNSON STREET
FORT MYERS, FLORIDA 33812-1890
PHONE: (888) 334-3046
FAX: (888) 334-3046
E-MAIL: JES@JOHNSON-ENG.COM

Exhibit "A"
Page 2 of 2

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°29'12" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DECS = 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 3,946 SQUARE FEET (10.09 ACRES) MORE OR LESS.

THIS IS NOT A SURVEY
Mark G. Wentzel
MARK G. WENTZEL FOR THE FIRM (LS 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 5247
DATE: 09/09/05
NOT VALID WITHOUT SIGNATURE AND THE GREAT SEAL OF THE STATE OF FLORIDA
- SURVEYOR -

THREE OAKS PARKWAY

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

EXHIBIT "D"

Page 1 of 4

Parcel: 332-SDE/Schmetterer
Project: Three Oaks Parkway South Extension/4043
STRAP No.: 14-47-25-B1-00200.0810

SLOPE/RESTORATION AND DRAINAGE EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
between WILLIAM T. SCHMETTERER, a married person, whose address is 39 Lomita Drive, Mill
Valley, CA 94941, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose
address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

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

EXHIBIT "D"

Page 2 of 4

Slope/Rest./Drainage Easement
Project: Three Oaks Pkwy South/4043
Page 2 of 2

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

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

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

TWO SEPARATE WITNESSES:

As to Grantor:

1st Witness Signature

WILLIAM T. SCHMETTERER Date

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by William T. Schmetterer. He is personally known to me or has produced _____ as identification.

(type of identification)

(Seal)

(Signature of Notary Public)

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



SINCE 1946

EXHIBIT "D"

April 5, 2004

Page 3 of 4**THREE OAKS PARKWAY****PARCEL 332-SDE**

**PART OF TRACT 81
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel of land, being part of Tract 81, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 through 355, in the Public Records of Lee County, Florida, lying in Section 14, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of the Northwest Quarter (NW-1/4) of said section run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 1,378.39 feet to an intersection with a line being the center of Melaine Lane (a 60 foot Roadway and Drainage Easement) according to the map thereof of said San Carlos Estates; thence run S 00° 13' 03" E along said line for 330.00 feet to the northeast corner of said tract and the Point of Beginning.

From said Point of Beginning continue S 00° 13' 03" E along the east line of said tract for 19.86 feet to an intersection with a non-tangent curve; thence run northwesterly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 01° 24' 17") (chord bearing N 36° 58' 31" W) (chord 27.58 feet) for 27.58 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E along said north line for 16.66 feet to the Point of Beginning.

Containing 165.41 square feet or 0.004 acres, more or less.

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

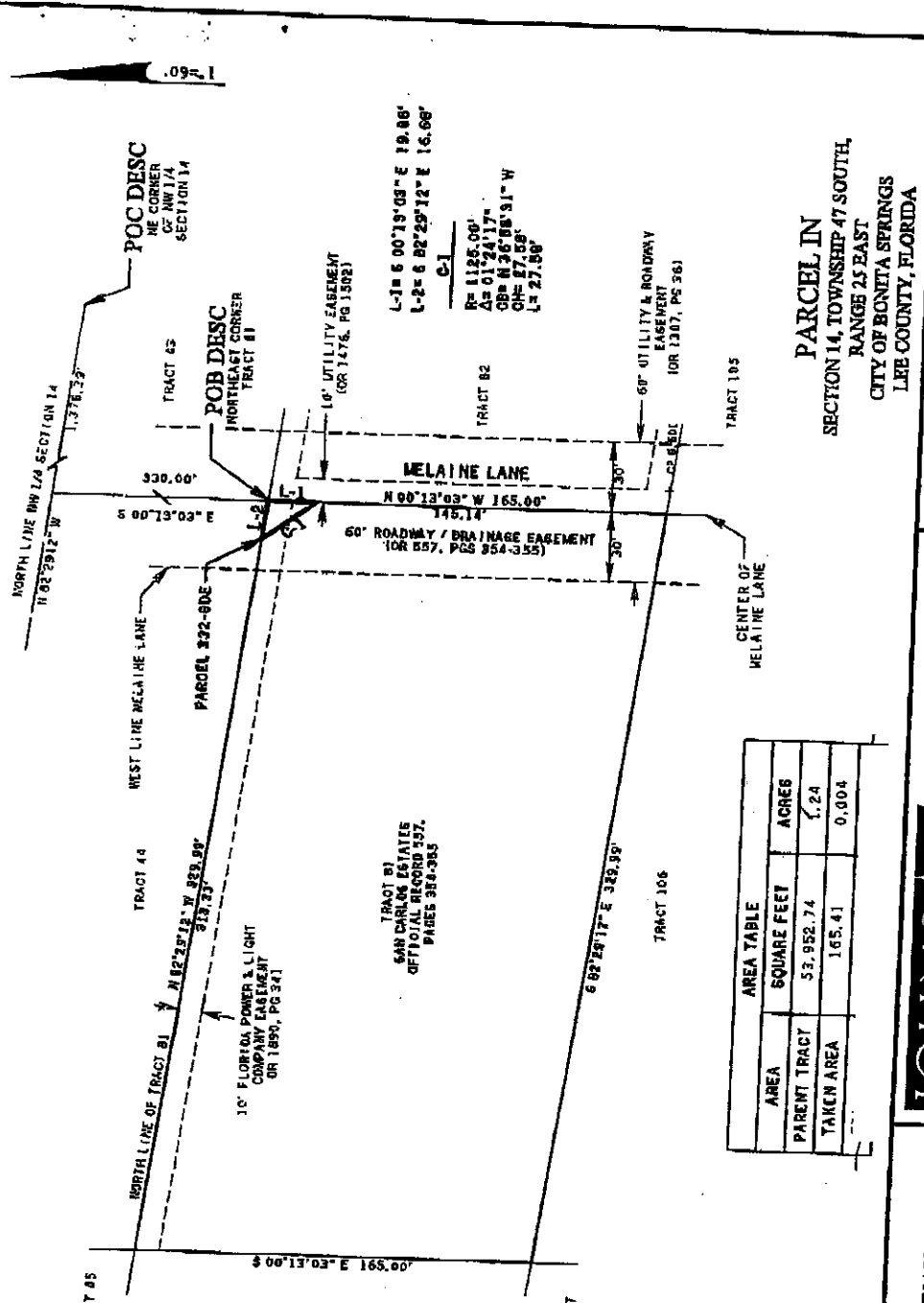
Exhibit "A"Page 1 of 2

20013033 Parcel 332-SDE 040504

EXHIBIT D

Page 4 of 4

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



AREA	SQUARE FEET	ACRES
PARENT TRACT	53,952.74	1.24
TAKEN AREA	165.41	0.004

JOHNSON
ENGINEERING

2150 JOURNACH STREET
P.O. BOX 1100
FORT WERTH, FLORIDA 33802-1100
PHONE (889) 334-0045
FAX (889) 334-3661
E.O. 14176 & L.R. 6642

THREE OAKS PARKWAY
20 FOOT W/SP & DRAINAGE EASEMENT

SKETCH TO ACCOMPANY DESCRIPTION

DATE 04-02-04
PROJECT NO. 20013033
CITY NO. 11-47-25
SHEET 1 OF 2

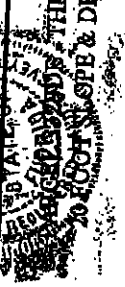
Exhibit "A"

Page 2 of 2

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9. CH = CHORD DISTANCE
10. L = ARC LENGTH
11. OR = OFFICIAL RECORD
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 165 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY

Mark G. Wentzel
MARK G. WENTZEL, FOR THE FIRM (B 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA GEODESIC SURVEYOR NUMBER 5247
DATE SIGNATURE: 4/15/04
NOT VALID WITHOUT THE SURVEYOR'S SEAL AND THE ORIGINAL SURVEY RECORD OF THE SURVEYOR'S FIRM (B 642)



SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROJECT AND PARCEL NUMBER: Three Oaks Parkway Extension 4043, Parcel Number 332 - Schmetterer

OWNER OF RECORD: William T. Schmetterer

LOCATION: 24066 Melaine Lane, Bonita Springs, FL

LAND AREA: 53,953 square feet
3,946 square feet (cul-de-sac - row easement)
165 square feet (slope/drainage easement)

IMPROVEMENTS: None

COMPREHENSIVE LAND USE PLAN CLASSIFICATION: Low Density Single Family

ZONING: AG-2


HIGHEST AND BEST USE: Residential

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

ESTIMATED VALUE BY THE COST APPROACH: Not Applicable

ESTIMATE VALUE BY THE INCOME APPROACH: Not applicable

ESTIMATED VALUE BY THE SALES COMPARISON APPROACH: \$205,000 (parent tract)

TOTAL COMPENSATION DUE THE PROPERTY OWNER: \$63,000 (part taken) 

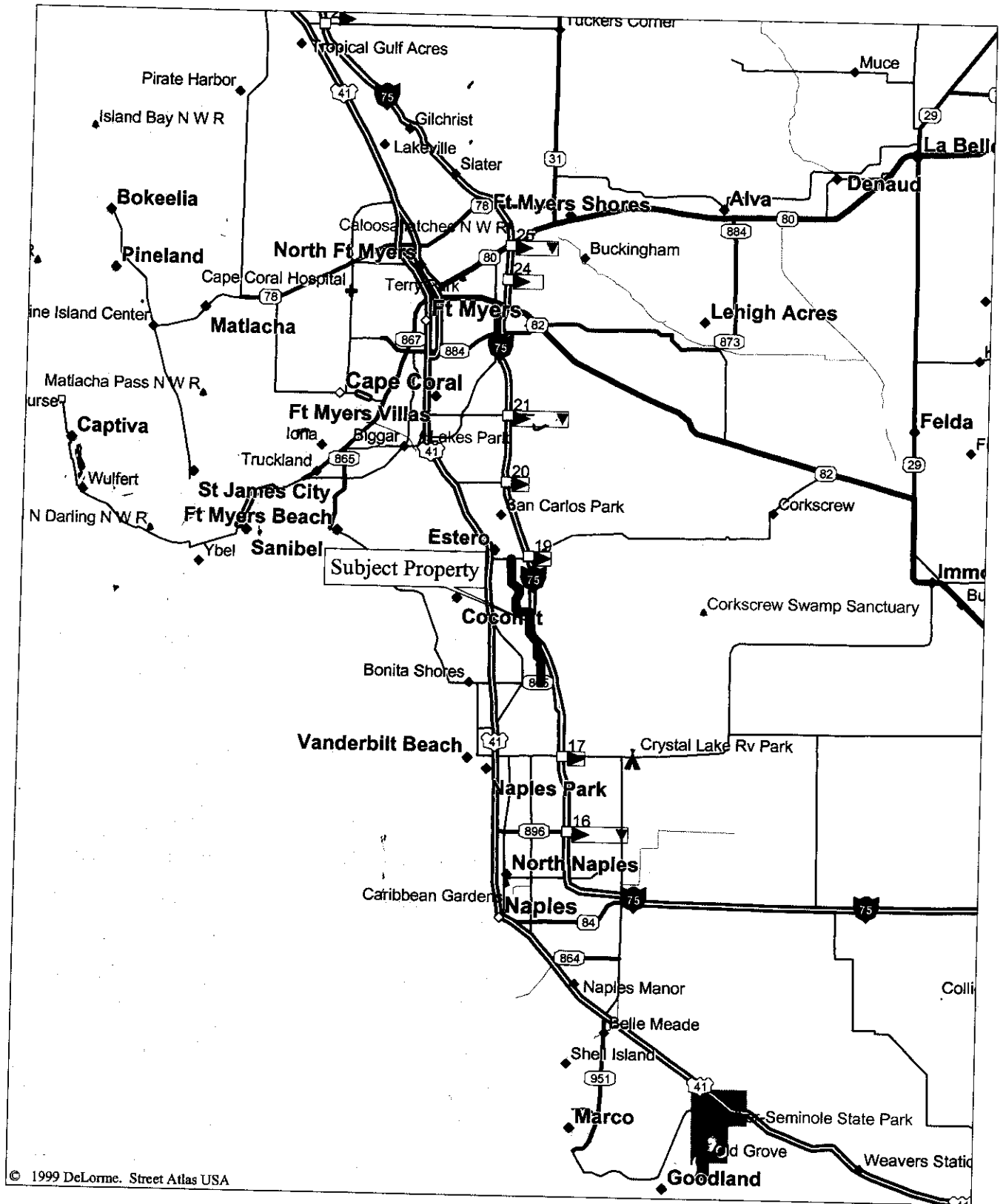
DATE OF VALUE ESTIMATE: May 21, 2005

DATE OF REPORT: June 10, 2005

USPAP APPRAISAL TYPE: Complete

USPAP REPORT TYPE: Summary

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



LOCATION MAP

Division of County Lands

Ownership and Easement Search

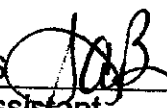
Search No. 14-47-25-B1-00200.0810

Date: November 6, 2003

Parcel: 332

Project: Three Oaks Parkway South Extension,
Project 4043

To: J. Keith Gomez
Property Acquisition Agent

From: Shelia A. Bedwell, CLS 
Property Acquisition Assistant

STRAP: 14-47-25-B1-00200.0810

Effective Date: October 15, 2003, at 5:00 p.m. ⁵⁻²³⁻⁰⁵

Subject Property: Tract 81, 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:

✓ **William T. Schmetterer**

by that certain instrument dated July 17, 2003, recorded August 15, 2003, in Official Record Book 4028, Page 1573, 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. Easement to Florida Power & Light Company along the North 10 feet of subject property, as recorded in Official Record Book 1890, Page 341, Public Records of Lee County, Florida.

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

Tax Status: Taxes for the year 2002 are paid; 2003 taxes are now due and payable.
(The end user of this report is responsible for verifying tax and/or assessment information.)

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

5-Year Sales History

Parcel No. 332RW, 332SDE

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS