

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

**Blue Sheet No. 20051334**

**1. ACTION REQUESTED/PURPOSE:** Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$110,000 for Parcels 203 and 203-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

<b>4. Departmental Category:</b> 6 <span style="margin-left: 100px;"><i>CGI</i></span>		<b>5. Meeting Date:</b> <i>10-11-2005</i>
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input checked="" type="checkbox"/> Statute	73 & 125
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	Res 05-01-10
		<b>8. Request Initiated:</b> Commissioner _____ Department _____ Independent Division _____ County Lands By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i>

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

**Interest to Acquire:** Partial acquisition of fee-simple interest and slope/drainage easement acquisition from a residential lot, improved with a mobile home. The purchase of the fee/easement parcels will include the acquisition of the mobile home improvements.

**Property Details:**

**Owner:** Kathleen L. Johnson  
**Property Address:** 26712 Nomad Drive, Bonita Springs  
**STRAP No.:** 25-47-25-B4-00201.0460

**Purchase Details:**

**Binding Offer Amount:** \$110,000

In order to expedite the acquisition efforts, staff recommends Board make a binding offer in the amount of \$110,000, and commence the Eminent Domain process.

**Appraisal Information:**

**Appraisal Firm:** Carlson, Norris & Associates, Inc.  
**Appraised Value:** \$129,000 (Parent Tract)  
**Value Justification Report:** \$99,000 (Partial Acquisition)

**Staff Recommendation:** Staff is of the opinion that the purchase price increase (11%) above the appraised value, can be justified and may facilitate the acquisition process.

**Account:** 20404330709.506110

**Attachments:** Purchase and Sale Agreement, Appraisal/Value Data, Title Data, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
<i>K. Johnson</i>			<i>PRO-1116</i>	<i>Intoddy</i>	Analyst <i>9/19/05</i>	Risk <i>9/20/05</i>	Grants <i>9/20/05</i>	Mgr. <i>9/20/05</i>
<b>11. Commission Action:</b>					<div style="border: 2px solid black; padding: 5px; display: inline-block;">                     REC'D 10/10/05                      by CO. ATTY.                 </div>			
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Deferred <input type="checkbox"/> Denied <input type="checkbox"/> Other								
COUNTY ADMIN: <i>9-19-05</i> 2:00								
COUNTY ADMIN FORWARDED TO: <i>PL</i> 9/22								
4:30								

This document prepared by  
Lee County Division of County Lands  
Project: Three Oaks Parkway, 4043  
Parcel: 203, 203-SDE/Johnson  
STRAP No.:25-47-25-B4-00201.0460

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 Kathleen L. Johnson, as surviving tenant by the entirety of James R. Johnson, deceased, who died a resident of Lee County on August 2, 1993, hereinafter referred to as SELLER, whose address is 26712 Nomad 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 ±5,588 square feet, and located at 26712 Nomad Drive, Bonita Springs, Florida 34135 and more particularly described in attached Exhibit "A", and a perpetual slope and drainage easement parcel consisting of ±1,822 square feet, and located at 26712 Nomad 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 One Hundred Ten Thousand Dollars(\$110,000), 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 sixty (60) 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 special conditions will be attached to this Agreement and signed by all parties to this Agreement. **Special conditions are attached hereto and incorporated herein by reference.**

WITNESSES:

SELLER:

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

\_\_\_\_\_  
Kathleen L. Johnson (DATE)

WITNESSES:

SELLER:

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

\_\_\_\_\_  
(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)

SPECIAL CONDITIONS

**BUYER:** Lee County  
**SELLER:** Johnson  
**PARCEL NO.** 203

Buyer and Seller hereby covenant that the purchase price recited herein includes payment for moving expenses, attorney and expert fees and costs, all fixtures, including but not limited to, built-in appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering and landscaping, and storage shed, as of the date of the Buyer's appraisal.

Buyer's authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixture(s) by Seller, other than the master bathroom water closet, may cause a delay in closing and a reduction in the purchase price. All additional costs associated with any breach of this covenant will be paid by the Seller. This covenant shall survive closing.

Seller may, at Seller's expense, remove the water closet from the master bathroom. Removal of said fixture must be performed in a professional manner, without damage to the remaining room or structure. The water closet drain pipe must be properly capped following removal of said fixture.

Upon the Buyer's written acceptance of this Agreement, SELLER(S) hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected for asbestos containing materials and to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

WITNESSES:

**SELLER:**

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

\_\_\_\_\_  
Kathleen L. Johnson (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)





October 20, 2004

**THREE OAKS PARKWAY**

**PARCEL 203**

**PART OF LOTS 46 & 47, 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 Lots 46 and 47, Block 1, Leitner Creek Manor Unit 2, as recorded in Plat Book 30, Pages 79 and 80, in the Public Records of Lee County, Florida, lying in the Southwest Quarter (SW-1/4) of 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 Lot 50, Block 1, Leitner Creek Manor Unit 2), run N 01° 04' 09" W along the east line of the Southwest Quarter (SW-1/4) of said section for 290.58 feet to the southeast corner of said Lot 47, Block 1 and the Point of Beginning.

From said Point of Beginning run S 89° 15' 06" W along the south line of said Lot 47 for 38.09 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of said curve to the left, having a radius of 5,939.00 feet (delta 00° 49' 34") (chord bearing N 09° 04' 03" W) (chord 85.62 feet) for 85.62 feet to a point of compound curvature; thence run northwesterly along the arc of said curve to the left, having a radius of 969.00 feet (delta 02° 07' 02") (chord bearing N 10° 32' 51" W) (chord 35.80 feet) for 35.81 feet to an intersection with the north line of said Lot 46, Block 1; thence run N 89° 15' 06" E along said north line for 55.91 feet to the northeast corner of said Lot 46; thence run S 01° 04' 09" E along the east line of said Lots 46 and 47 for 120.00 feet to the Point of Beginning.

Containing 5,587.64 square feet (0.13 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 east line of the Southwest Quarter (SW-1/4) of Section 25, Township 47 South, Range 25 East to bear N 01° 04' 09" W.

**Exhibit "A"**

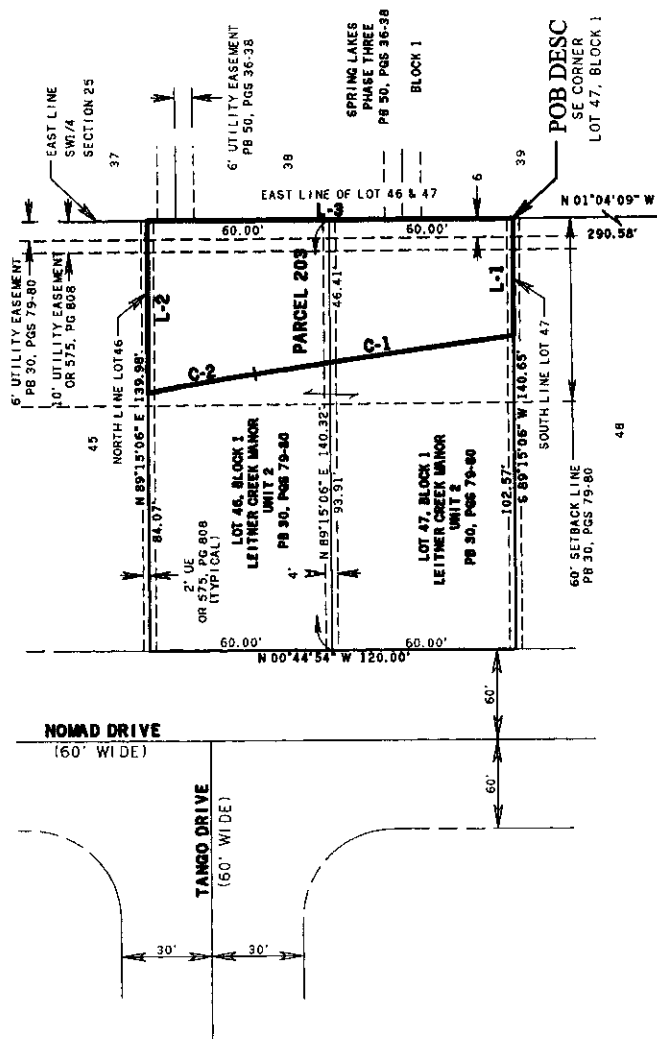
Page 1 of 2

20013033 Parcel 203 102004

**NOTES:**

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE EAST LINE OF THE SW 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.
- POC = POINT OF COMMENCEMENT.
- POB = POINT OF BEGINNING.
- DESC = DESCRIPTION.
- R = RADIUS
- $\Delta$  = DELTA ANGLE
- CB = CHORD BEARING
- CH = CHORD DISTANCE
- L = ARC LENGTH
- OR = OFFICIAL RECORD
- PG. / PGS. = PAGE OR PAGES
- DESCRIPTION ATTACHED
- UE = UTILITY EASEMENT
- PARCEL CONTAINS 5,588 SQUARE FEET (0.13 ACRES) MORE OR LESS.

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



L-1= S 89°15'06" W 38.09'  
 L-2= N 89°15'06" E 55.91'  
 L-3= S 01°04'09" E 120.00'

C-1  
 R= 5999.00'  
 $\Delta$ = 00°49'34"  
 CB= N 09°04'39" W  
 CH= 85.62'  
 L= 85.62'

C-2  
 R= 969.00'  
 $\Delta$ = 02°07'02"  
 CB= N 10°32'51" W  
 CH= 35.80'  
 L= 35.81'

OWNER	AREA TABLE
KATHLEEN L. JOHNSON	
STRAP NO.	25-47-25-B4-00201.0460
AREA	SQUARE FEET
PARENT TRACT	16,837.91
TAKEN AREA	5,587.64
REMAINDER	11,250.27
	ACRES
	0.39
	0.13
	0.26

**THIS IS NOT A SURVEY**

*Mark G. Wentzel*

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

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

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



2159 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (239) 334-0646  
 FAX (239) 334-3661  
 E.B. #642 L.B. #642

PARCEL 203 - THREE OAKS PARKWAY

SKETCH TO ACCOMPANY DESCRIPTION

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

Exhibit "A"

page 2 of 2



October 20, 2004

**THREE OAKS PARKWAY****PARCEL 203-SDE****PART OF LOTS 46 & 47, 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 Lots 46 and 47, Block 1, Leitner Creek Manor Unit 2, as recorded in Plat Book 30, Pages 79 and 80, in the Public Records of Lee County, Florida, lying in the Southwest Quarter (SW-1/4) of 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 southeast corner of Lot 50, Block 1, Leitner Creek Manor Unit 2), run N 01° 04' 09" W along the east line of the Southwest Quarter (SW-1/4) of said section for 290.58 feet to the southeast corner of said Lot 47, Block 1; thence run S 89° 15' 06" W along the south line of said Lot 47 for 38.09 feet to the Point of Beginning.

From said Point of Beginning run S 89° 15' 06" W along the south line of said Lot 47 for 15.14 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of curve to the left, having a radius of 5,924.00 feet (delta 00° 48' 21") (chord bearing N 09° 05' 10" W) (chord 83.32 feet) for 83.32 feet to a point of compound curvature; thence run along the arc of said curve to the left, having a radius of 954.00 feet (delta 02° 17' 24") (chord bearing N 10° 38' 02" W) (chord 38.13 feet) for 38.13 feet to an intersection with the north line of said Lot 46; thence run N 89° 15' 06" E along said north line for 15.28 feet to an intersection with a non-tangent curve; thence departing said north line run southeasterly along the arc of said curve to the right, having a radius of 969.00 feet (delta 02° 07' 02") (chord bearing S 10° 32' 51" E) (chord 35.80 feet) for 35.81 feet to a point of compound curvature; thence run southeasterly along the arc of said curve to the right, having a radius of 5,939.00 feet (delta 00° 49' 34") (chord bearing S 09° 04' 33" E) (chord 85.62 feet) for 85.62 feet to the Point of Beginning.

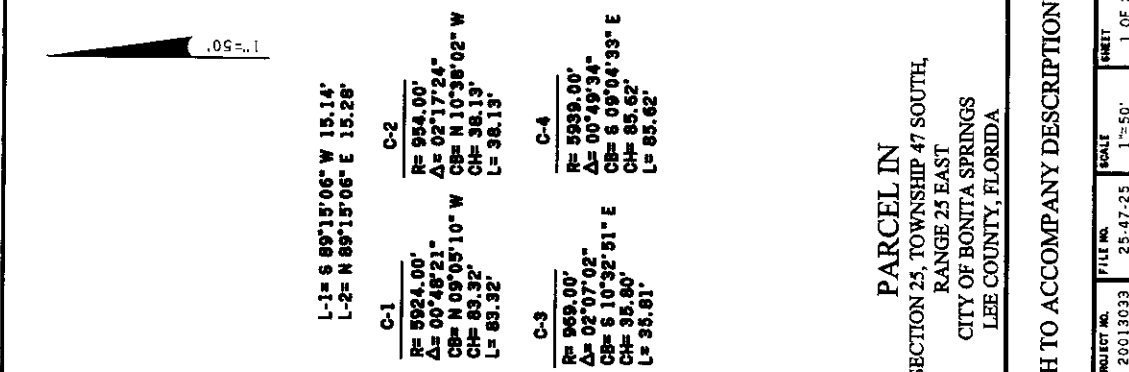
Containing 1,821.55 square feet or 0.04 acres, more or less.

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

**Exhibit "B"**

20013033 Parcel 203-SDE 102004

Page 1 of 2



**NOTES:**

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE EAST LINE OF THE SW 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.
- POC = POINT OF COMMENCEMENT.
- POB = POINT OF BEGINNING.
- DESC = DESCRIPTION.
- R = RADIUS.
- Δ = DELTA ANGLE.
- CB = CHORD BEARING.
- CH = CHORD DISTANCE.
- L = ARC LENGTH.
- OR = OFFICIAL RECORD.
- PG. / PGS. = PAGE OR PAGES.
- DESCRIPTION ON ATTACHED.
- UE = UTILITY EASEMENT.
- PARCEL CONTAINS 1,822 SQUARE FEET (0.04 ACRES) 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 5247

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

OWNER	KATHLEEN L. JOHNSON
STRAP NO.	25-47-25-B4-00201.0460
AREA	SQUARE FEET
PARENT TRACT	16,837.91
TAKEN AREA	1,821.55
	ACRES
	0.39
	0.04

**AREA TABLE**

**PARCEL 203-6DE**

**PARCEL IN**

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

**SKETCH TO ACCOMPANY DESCRIPTION**

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 1570  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (239) 334-0046  
 FAX (239) 334-3661  
 E.B. #642 & L.B. #642

**JOHNSON ENGINEERING**

**PARCEL 203SDE - THREE OAKS PARKWAY  
 15 FOOT SLOPE & DRAINAGE EASEMENT**

**Exhibit "B"**

Page 2 of 2

**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: 203-SDE/Johnson  
Project: Three Oaks Parkway South Extension/4043  
STRAP No.: 25-47-25-B4-00201.0460

**SLOPE/RESTORATION AND DRAINAGE EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between KATHLEEN L. JOHNSON, as surviving tenant by the entirety of James R. Johnson, deceased, who died a resident of Lee County on August 2, 1993, whose address is 26712 Nomad 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.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

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

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

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

TWO SEPARATE WITNESSES:

As to Grantor:

\_\_\_\_\_  
Kathleen L. Johnson (Date)

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Kathleen L. Johnson. She 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)



October 20, 2004

**THREE OAKS PARKWAY****PARCEL 203-SDE****PART OF LOTS 46 & 47, 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 Lots 46 and 47, Block 1, Leitner Creek Manor Unit 2, as recorded in Plat Book 30, Pages 79 and 80, in the Public Records of Lee County, Florida, lying in the Southwest Quarter (SW-1/4) of 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 southeast corner of Lot 50, Block 1, Leitner Creek Manor Unit 2), run N 01° 04' 09" W along the east line of the Southwest Quarter (SW-1/4) of said section for 290.58 feet to the southeast corner of said Lot 47, Block 1; thence run S 89° 15' 06" W along the south line of said Lot 47 for 38.09 feet to the Point of Beginning.

From said Point of Beginning run S 89° 15' 06" W along the south line of said Lot 47 for 15.14 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of curve to the left, having a radius of 5,924.00 feet (delta 00° 48' 21") (chord bearing N 09° 05' 10" W) (chord 83.32 feet) for 83.32 feet to a point of compound curvature; thence run along the arc of said curve to the left, having a radius of 954.00 feet (delta 02° 17' 24") (chord bearing N 10° 38' 02" W) (chord 38.13 feet) for 38.13 feet to an intersection with the north line of said Lot 46; thence run N 89° 15' 06" E along said north line for 15.28 feet to an intersection with a non-tangent curve; thence departing said north line run southeasterly along the arc of said curve to the right, having a radius of 969.00 feet (delta 02° 07' 02") (chord bearing S 10° 32' 51" E) (chord 35.80 feet) for 35.81 feet to a point of compound curvature; thence run southeasterly along the arc of said curve to the right, having a radius of 5,939.00 feet (delta 00° 49' 34") (chord bearing S 09° 04' 33" E) (chord 85.62 feet) for 85.62 feet to the Point of Beginning.

Containing 1,821.55 square feet or 0.04 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 east line of the Southwest Quarter (SW-1/4) of Section 25, Township 47 South, Range 25 East to bear N 01° 04' 09" W.

20013033 Parcel 203-SDE 102004

**NOTES:**

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE EAST LINE OF THE SW 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.
- POC = POINT OF COMMENCEMENT.
- DESC = DESCRIPTION.
- R = RADIUS
- CB = CHORD BEARING
- CH = CHORD DISTANCE
- L = ARC LENGTH
- OR = OFFICIAL RECORD
- PG, / PGS. = PAGE OR PAGES
- DESCRIPTION ATTACHED
- UE = UTILITY EASEMENT
- PARCEL CONTAINS 1.822 SQUARE FEET (0.04 ACRES) MORE OR LESS.

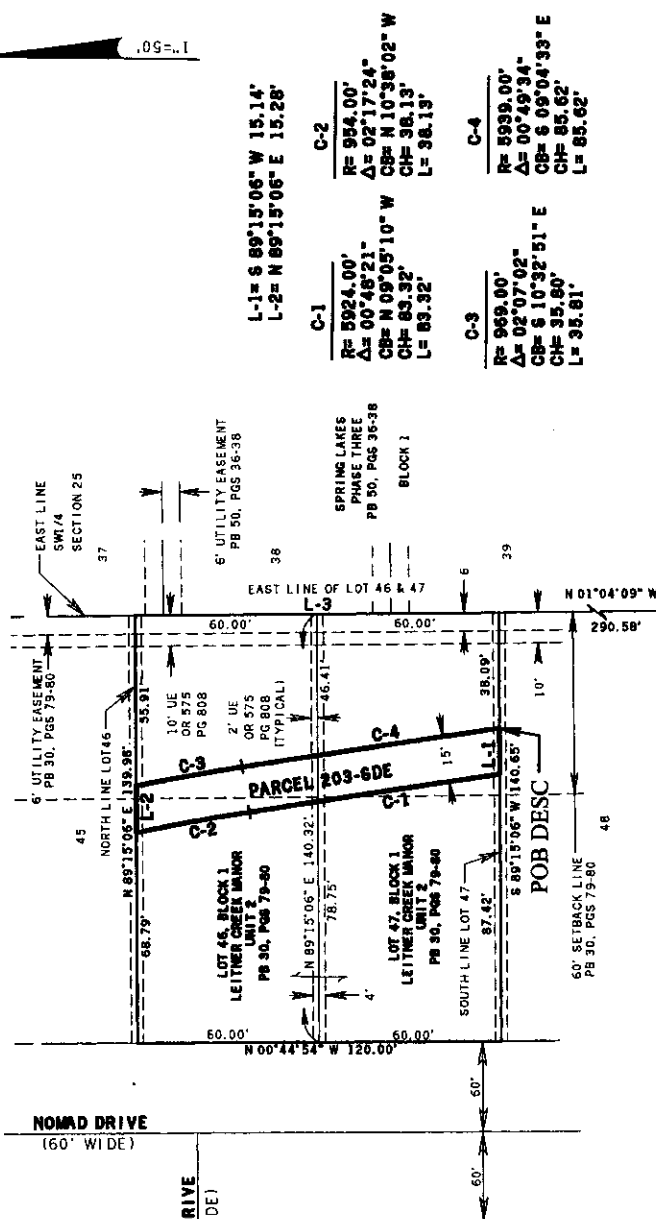
THIS IS NOT A SURVEY

*Mark G. Wentzel*

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

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

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



AREA TABLE	
OWNER	KATHLEEN L. JOHNSON
STRAP NO.	25-47-25-B4-00201.0460
AREA	SQUARE FEET
PARENT TRACT	16,837.91
TAKEN AREA	1,821.55
	ACRES
	0.39
	0.04

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

**SKETCH TO ACCOMPANY DESCRIPTION**

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

**JOHNSON**  
**ENGINEERING**

**PARCEL 203SDE - THREE OAKS PARKWAY  
15 FOOT SLOPE & DRAINAGE EASEMENT**

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



Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

STA#27, Project 4043

File No. 05-16-08

Property Address 26712 Nomad Drive, City Bonita Springs, State FL, Zip Code 34135-5347
Legal Description Lots 46+47, Leitner Creek Manor Unit 2, Blk 1, PB 30, PG 80, Parcel 203+203SDE\*\* County Lee
Assessor's Parcel No. 25-47-25-B4-00201.0460 Tax Year 2004 R.E. Taxes \$ 678.57 Special Assessments \$ 197/Yr
Borrower JOHNSON, Kathleen L. Current Owner Kathleen L. Johnson Occupant: [X] Owner [ ] Tenant [ ] Vacant [ ]
Property rights appraised [X] Fee Simple [ ] Leasehold [ ] Project Type [ ] PUD [ ] Condominium (HUD/VA only) [ ] HOA \$ N/A /Mo.
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 [ ] Urban [X] Suburban [ ] Rural
Built up [X] Over 75% [ ] 25-75% [ ] Under 25%
Growth rate [ ] Rapid [X] Stable [ ] Slow
Property values [X] Increasing [ ] Stable [ ] Declining
Demand/supply [X] Shortage [ ] In balance [ ] Over supply
Marketing time [X] Under 3 mos. [ ] 3-6 mos. [ ] Over 6 mos.
Predominant occupancy [X] Owner [ ] Tenant [ ] Vacant (0-5%) [ ] Vac.(over 5%)
Single family housing PRICE (\$1000) AGE (yrs) Present land use %
50 Low New One family 100
100+ High 35 2-4 family
Predominant Commercial Multi-family
55-90+ 15-20 Vacant 0
Land use change [X] Not likely [ ] Likely
[ ] In process
\*\*Three Oaks Parkway Extension Project

Note: 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. 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.):
In general, market conditions are active with increasing property values. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available at attractive rates. Rates are currently in the 4.5% to 6.5% range. The supply of adequately priced properties does not meet current demands, with typical marketing times less than 3 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent. Market conditions are expected to remain active into the near future.

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 120' x 140.65' x 120' x 139.98' (Includes Lot 46 = one building site)
Site area 16,838 sqft Rounded Corner Lot [ ] Yes [X] No
Specific zoning classification and description MH-1, Mobile Home Conservation
Zoning compliance [ ] Legal [X] Legal nonconforming (Grandfathered use) [ ] Illegal [ ] No zoning
Highest & best use as improved: [X] Present use [ ] Other use (explain)
Utilities Public [ ] Other [ ]
Electricity [X]
Gas [ ]
Water: [X] + Irrig. Well
Sanitary sewer [X]
Storm sewer [ ]
Off-site Improvements Type Public Private
Street Asphalt paved [X]
Curb/gutter None [ ]
Sidewalk None [ ]
Street lights Pole lights [X]
Alley None [ ]
Topography Level
Size Larger than Typical (2 Lots)
Shape Rectangular
Drainage Appears Adequate
View Residential
Landscaping Typical
Driveway Surface Concrete/Asphalt
Apparent easements Standard Utility
FEMA Special Flood Hazard Area [ ] Yes [X] No
FEMA Zone X500 Map Date 7/20/1998
FEMA Map No. 1251240510D

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.):
conditions observed; no site survey provided. The site is a 2 lot site, 1 extra assumed buildable. Site improvements:
Fill/prep/landscaping/sod \$3,000, impact fee \$4,000, water/sewer \$4,000, well \$1,000, chain link fence, \$2,500.

Table with columns: GENERAL DESCRIPTION, EXTERIOR DESCRIPTION, FOUNDATION, BASEMENT, INSULATION. Rows include: No. of Units, No. of Stories, Type (Det./Att.), Design (Style), Existing/Proposed, Age (Yrs.), Effective Age (Yrs.), ROOMS (Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other, Area Sq. Ft.), Basement, Level 1, Level 2.

Table with columns: INTERIOR, HEATING, KITCHEN EQUIP., ATTIC, AMENITIES, CAR STORAGE. Rows include: Floors, Walls, Trim/Finish, Bath Floor, Bath Wainscot, Doors, All in above average condition.

Additional features (special energy efficient items, etc.): Metal+T1-11 siding, carpet, vinyl kitchen, laundry & bath floors, mica counters and cabinets; ceiling fans; wall and window treatments; 140sf pan roof screened porch, 96sf wood deck & a 276sf frame detached shed.
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, have been maintained in above average condition relative to actual age. Owner reported A/C air handler+ducts were recently replaced. Due to the subject's above average quality (1 side frame+1 MH metal), physical depreciation is based on a total economic life of 45 years in lieu of the typical MH 35 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: No adverse environmental conditions were noted on the subject site or in the immediate vicinity.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

Table with columns: ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, Less Physical Functional External, Depreciation, Depreciated Value of Improvements, \*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. Depreciation - Economic Age/Life Method Estimated remaining economic life = 30 years.

Table with columns: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Includes rows for Address, Proximity to Subject, Sales Price, Price/Gross Living Area, Data and/or Verification Source, VALUE ADJUSTMENTS, Location, Leasehold/Fee Simple, Site, View, Design and Appeal, Quality of Construction, Age, Condition, Above Grade, Room Count, Gross Living Area, Basement & Finished, Rooms Below Grade, Functional Utility, Heating/Cooling, Energy Efficient Items, Garage/Carport, Porch, Patio, Deck, Fireplace(s), 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 1 lot site areas. However, the adjustments appear to be market supported and do not adversely affect the final value estimate. Sales #2 and #3 required upward time adjustments to reflect current values in a highly active market of escalating prices and property values.

Table with columns: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Includes rows for 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 \$ 129,000

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$ 129,000

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: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.

Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach receives less emphasis due to escalating building costs and the limited supply of buildable homesites in the market area. 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).

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 129,000 May 21, 2005 APPRAISER: Phil Benning, Associate SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAJ, SRA Signature: [Signature] Name: J. Lee Norris, MAJ, SRA Date Report Signed: August 3, 2005 State Certification #: 0001220 St. Cert. Res. REA State FL Or State License #: State FL

TOTAL PARENT TRACT

**Supplemental Addendum**

File No. 05-16-08

Borrower/Client <b>JOHNSON, Kathleen L.</b>			
Property Address <b>26712 Normad Drive</b>			
City <b>Bonita Springs</b>	County <b>Lee</b>	State <b>FL</b>	Zip Code <b>34135-5347</b>
Lender <b>Lee County - County Lands</b>			

**SUMMARY OF ANALYSIS**

Market Value of Fee Simple Interest in Parent Parcel (Land Value)	16,838 sf
	x <u>\$3.70 per sf</u>
	\$ 62,300
Depreciated value of improvements	\$ 52,143
Site improvements contribution	<u>\$ 14,500</u>
Market Value in Fee Simple	<u>\$126,943</u>

The assembled remainder of Lots 46 and 47 equals 9,428 sqft. Per phone contact with Mike Pavese in Lee County Public Works, the assembled remainder would be legal non-conforming relative to existing zoning due to the current land area requirement (10,000 sqft) and lot width/lot depth requirement 100/100 feet) for MH-1 zoning. In addition, there may be an issue regarding the orientation and size of the replacement manufactured home on the site. However, if these issues were successfully resolved, the remainder after the take area and slope/drainage easement area could be buildable.

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.

**Value of Part Taken:**


Part Taken Fee - 5,588 sqft x \$3.70	\$20,675
Part Taken SDE -1,822 sqft x (\$3.70 x 25%)	\$ 1,685
Part Taken Improvements (\$52,143+\$14,500)	<u>\$66,645</u>
	<u>\$89,005</u>
Damages to Remainder (Remainder Value x 25% or \$39,938 x .25)	\$ 9,985

**Total Compensation due the Property Owner:**

Value of Part Taken + Damages (\$80,005 + \$9,985) **\$98,990 or \$99,000**

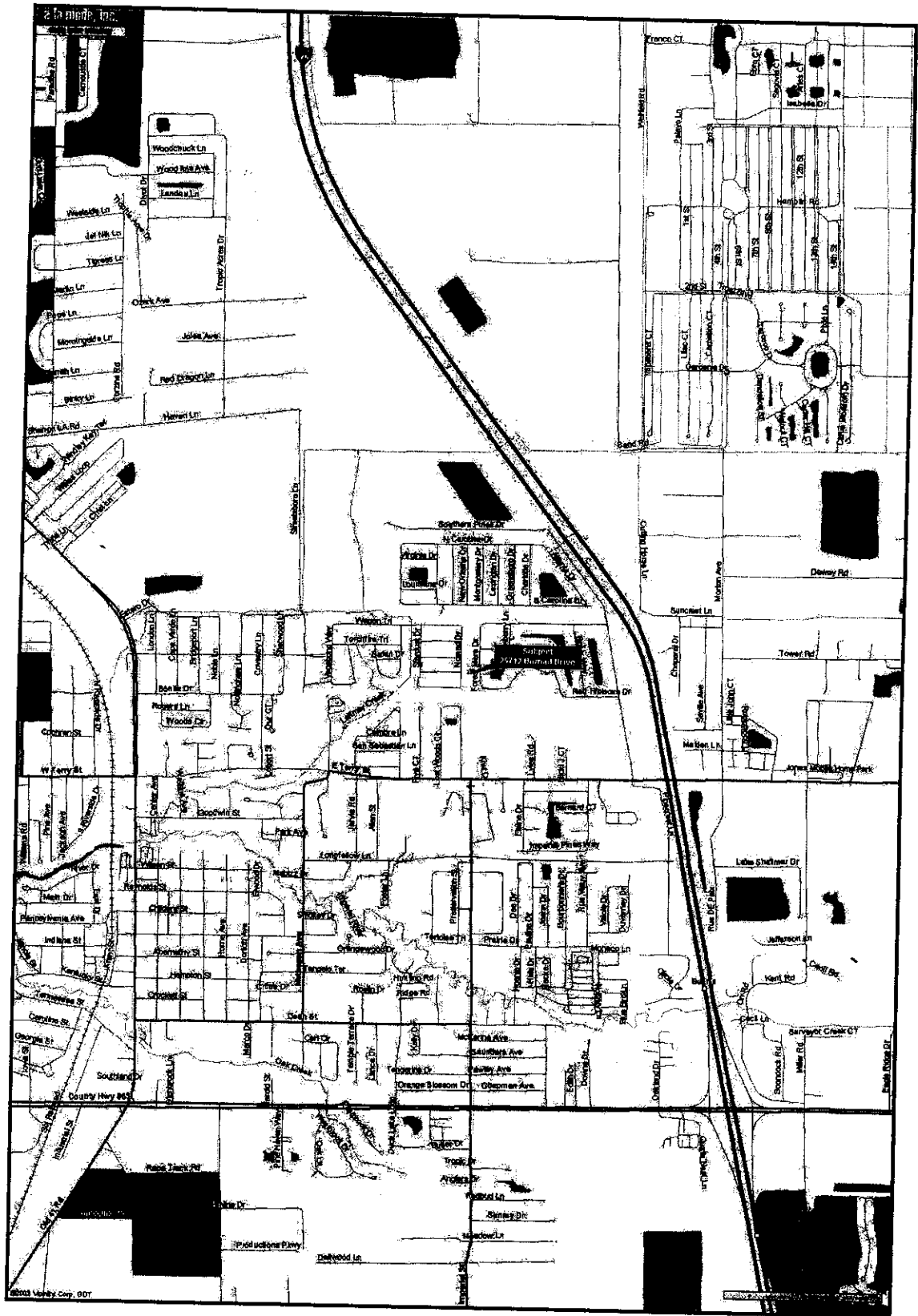
The total compensation due the property owner as of May 12, 2005 including 5,588 square feet of the fee take area, 1,822 square feet of the slope and drainage easement, the improvements value, as well as damages to the assembled remainder, was \$99,000.

  
 Phil Banning . Associate  
 St. Cert. Res. REA  
 #0001220

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

# Location Map

Borrower/Client JOHNSON, Kathleen L.			
Property Address 26712 Nomad Drive			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5347
Lender Lee County - County Lands			



Division of County Lands

Ownership and Easement Search

Search No. 25-47-25-B4-00201.0460

Date: January 14, 2005

Parcel: 203 & 203SDE

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

To: J. Keith Gomez  
Property Acquisition Agent

From: Kenneth Pitt   
Real Estate Title Examiner

STRAP: 25-47-25-B4-00201.0460

Effective Date: December 8, 2004, at 5:00 p.m.

**Subject Property:** Lots 46 & 47, Block 1, Leitner Creek Manor, Unit 2, as recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Kathleen L. Johnson, as surviving tenant by the entirety of James R. Johnson, deceased, who died a resident of Lee County on August 2, 1993.**

By that certain instrument dated November 19, 1986, recorded November 24, 1986, in Official Record Book 1881, Page 1626, 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 \$62,050.00 recorded in Official Record Book 2711, Page 3216, which was later assigned by Official Record Book 2728 Page 2531, Public Records of Lee County, Florida.

NOTE 2) Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection recorded in Official Record Book 2189, Page 3289 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

**Division of County Lands**

**Ownership and Easement Search**

Search No. 25-47-25-B4-00201.0460

Date: January 14, 2005

Parcel: 203 & 203SDE

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

NOTE 3) Subject to a Judgment vs. James Johnson in the sum of \$1,614.01, recorded in Official Record Book 2277, Page 3451 and re-recorded in Official Record Book 2278 Page 3889 and Official Record Book 2302 Page 3112, Public Records of Lee County, Florida.

NOTE 4) Subject to a Judgment vs. James Johnson in the sum of \$787.47, recorded in Official Record Book 2297 Page 161, Public Records of Lee County, Florida.

NOTE 5) Subject to a Judgment vs. Kathleen Johnson in the sum of \$3,058.19, recorded in Official Record Book 3969 Page 4267 and re-recorded in Official Record Book 4018 Page 4098 Public Records of Lee County, Florida.

NOTE 6) Subject to a Lis Pendens vs. the subject property for foreclosure of a mortgage, recorded in Official Record Book 4481 Page 4696, Public Records of Lee County, Florida.

**Tax Status:** \$658.21 due and owing 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.**

# 5-Year Sales History

Parcel No. 203, 203SDE

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**