

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

Blue Sheet No. 20051344

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcels 333-RW & 333-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 C6L		5. Meeting Date: 10-11-2005
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute 125	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance _____	Department Independent
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code _____	Division County Lands
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other BS20050879 BS20050292	By: Karen L.W. Forsyth, Director <i>[Signature]</i>
<input type="checkbox"/> Walk-On	Resolution 05-03-23	

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Right of Way Easement (± 3,111 sq. ft.) and Fee-simple parcel (±1,072 sq. ft.) from a vacant, single-family residential property.

Property Details:
Owner: Isaac Kreps, Trustee, and Sara Kreps, Trustee
Address: 24132 Sunny Lane, Bonita Springs
STRAP No.: 14-47-25-B1-00200.1450

Purchase Details:
Purchase Price: \$75,000
Costs to Close: \$1,700
 The property owner originally required \$90,000 for the conveyance of two parcels as easement acquisitions. However, through negotiations, they have now agreed to accept \$75,000 and convey the slope/drainage easement parcel in fee simple. The negotiated purchase price also includes payment for the owners' attorney fee and costs.

Appraisal Information:
Company: Carlson, Norris & Associates
Appraised Value: \$61,000 (Date of Value: May 2005)

Staff Recommendation: Staff is of the opinion that the purchase price increase (\$14,000) above the appraised value can be justified, considering the time restraints, and costs associated with condemnation proceedings are estimated to be \$4,000 - \$6,000, excluding value increases, attorney fees and appraisal fees.

Account: 20404330709.506110

Attachments: Purchase Agreement (Duplicate Originals), Affidavit of Interest, 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
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	
					RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	HS 9/22/05

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

9-20-05
3:20 PM
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
9-22-05
9:30 PM

RECEIVED BY CO. ATTY. 9/20/05
9:20 AM
CO. ATTY. FORWARDED TO:



*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 Grant
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

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

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

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

Public Works
Tel: (239) 949-6246

Code Enforcement
Tel: (239) 949-6257

Parks & Recreation
Tel: (239) 992-2556

VIA FACSIMILE (239) 479-8391

September 19, 2005

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

**RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 333RW & 333SDE, Kreps Trust**

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

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcels: 333-RW, 333-SDE/Kreps
STRAP No.: 14-47-25-B1-00200.1450

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 20__ by and between **ISAAC KREPS, as Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000, and Sara Kreps, as Trustee of the Sara Kreps Revocable Trust dated December 19, 2000, as tenants in common**, whose address is 8884 SW 76th Terrace, Miami, Florida 33173, 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 ±3,111.34 square feet, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a fee-simple parcel consisting of ±1,071.63 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 Seventy-Five Thousand and No/100 (\$75,000.00), 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.

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) Statutory Warranty Deed, a Right of Way Easement, (the form of the easement is attached as Exhibit "C"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (c) 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);

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 document 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 60 days after notice, BUYER may elect to accept the Property in its existing condition with a mutually acceptable 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 a mutually acceptable abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that to the best of the SELLER's knowledge,

information and belief, the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. The SELLER knows of no hazardous, toxic or polluting substances that 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 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 and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Maria Pilar Salgado
Signature of Witness

MARIA PILAR SALGADO
Print Name of Witness

[Signature]
Signature of Witness

Grace Marquez
Print Name of Witness

SELLER:

[Signature]
Isaac Kreps, Trustee (DATE)
of the Isaac Kreps Revocable
Trust dated December 19, 2000

WITNESSES:

Maria Pilar Salgado
Signature of Witness

MARIA PILAR SALGADO
Print Name of Witness

[Signature]
Signature of Witness

Grace Marquez
Print Name of Witness

SELLER:

[Signature]
Sara Kreps, Trustee (DATE)
of the Sara Kreps Revocable Trust
dated December 19, 2000

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 333-RW

**PART OF TRACT 145
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel for right-of-way purposes being part of Tract 145, 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 Northwest Quarter (NW-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 northeast corner of the Northwest quarter (NW-1/4) of said Section 14 run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 718.42 feet to the northeast corner of Tract 21 of said San Carlos Estates; thence run S 00° 13' 03" E for 660.00 feet to the northeast corner of said Tract 145; thence continue S 00° 13' 03" E along the east line of said tract for 165.00 feet to the southeast corner of said tract; thence run N 82° 29' 12" W along the south line of said tract for 30.28 feet to an intersection with the west line of Sunny Lane (60 feet wide) as shown and recorded in Official Record Book 557, Pages 354 and 355 and Official Record Book 535, Page 826, being an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning, departing said west line, run northwesterly along the arc of said curve to the left having a radius of 38.00 feet (delta 48° 28' 05") (chord bearing N 25° 38' 54" W) (chord 31.20 feet) for 32.15 feet to an intersection with a non-tangent curve; thence run northerly along the arc of said curve to the right, having a radius of 65.00 feet (delta 113° 54' 30") (chord bearing N 06° 50' 38" E) (chord 108.97 feet) for 129.22 feet to an intersection with the west line of said Sunny Lane (60 feet wide); thence run S 00° 13' 03" E along said west line for 136.32 feet to the Point of Beginning.

Containing 3,111.34 square feet or 0.07 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 Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

20013033 Parcel 333-RW 070804

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST

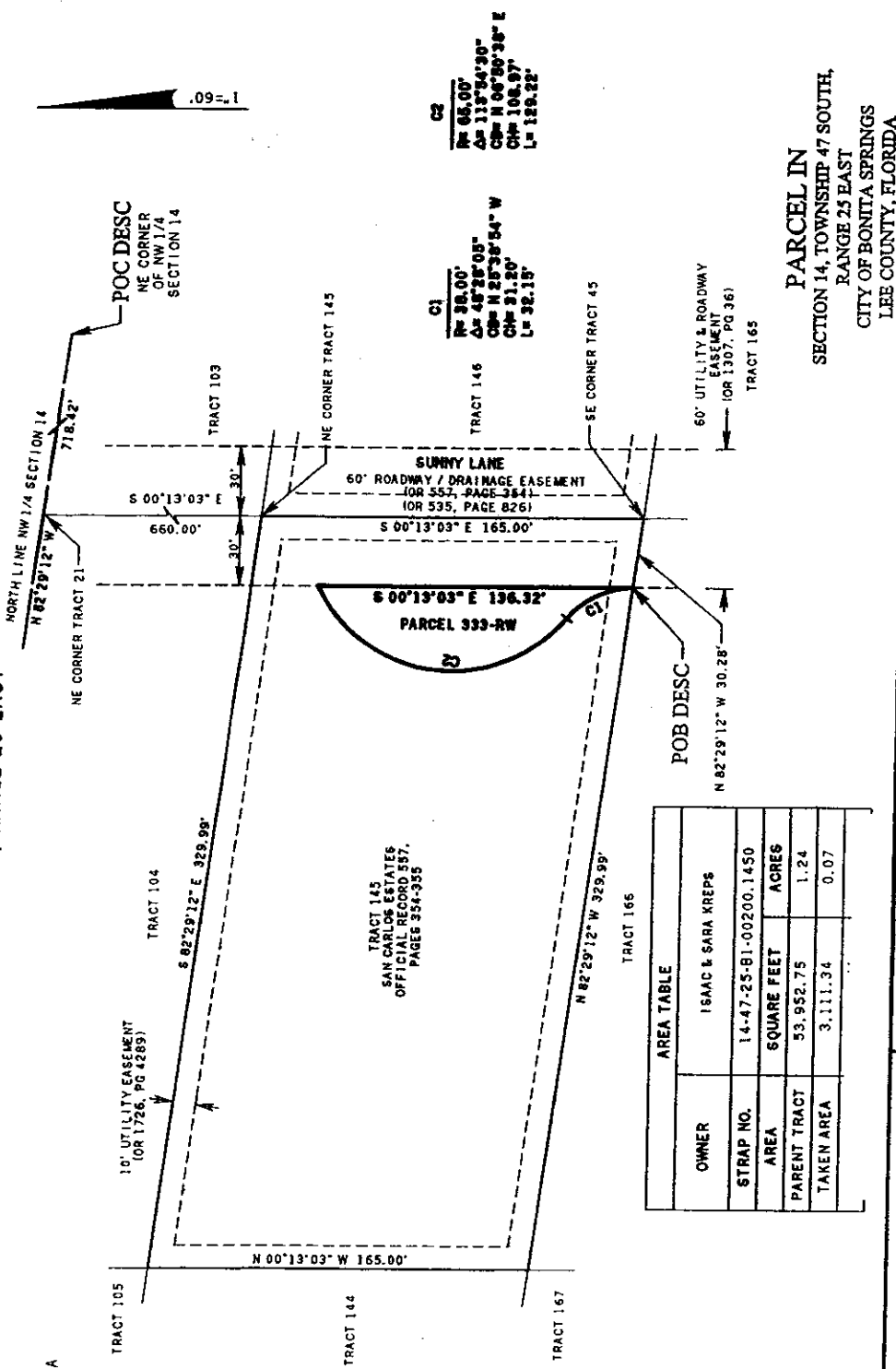
NOTES:

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°29'12" 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 ATTACHED
- PARCEL CONTAINS 3,111 SQUARE FEET (0.07 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 FIDELITY & SECURITY NATIONAL 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.



AREA TABLE	
OWNER	ISAAC & SARA KREPS
STRAP NO.	14-47-25-B1-00200.1450
AREA	SQUARE FEET
PARENT TRACT	53,952.75
TAKEN AREA	3,111.34
	ACRES
	1.24
	0.07

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

JOHNSON
ENGINEERING

PARCEL 333RW - THREE OAKS PARKWAY

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (889) 331-9661
 F.A. #442 & L.S. #462

SKETCH TO ACCOMPANY DESCRIPTION

DATE	06-30-04
PROJECT NO.	20017033
FILE NO.	14-47-25
SHEET	1 OF 2



July 8, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 333-SDE

**PART OF TRACT 145
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 part of Tract 145, 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 Northwest Quarter (NW-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 northeast corner of the Northwest quarter (NW-1/4) of said Section 14 run N 82° 29' 12" W along the north line of said Northwest quarter (NW-1/4) for 718.42 feet to the northeast corner of Tract 21 of said San Carlos Estates; thence run S 00° 13' 03" E for 660.00 feet to the northeast corner of said Tract 145 and the Point of Beginning.

From said Point of Beginning continue S 00° 13' 03" E along the east line of said tract for 16.15 feet to an intersection with a non-tangent curve; thence departing said east line run northwesterly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 06° 09' 20") (chord bearing N 74° 52' 22" W) (chord 120.81 feet) for 120.86 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E along said north line for 117.57 feet to the Point of Beginning.

Containing 1,071.63 square feet or 0.02 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 Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

20013033 Parcel 333-SDE 070804

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST

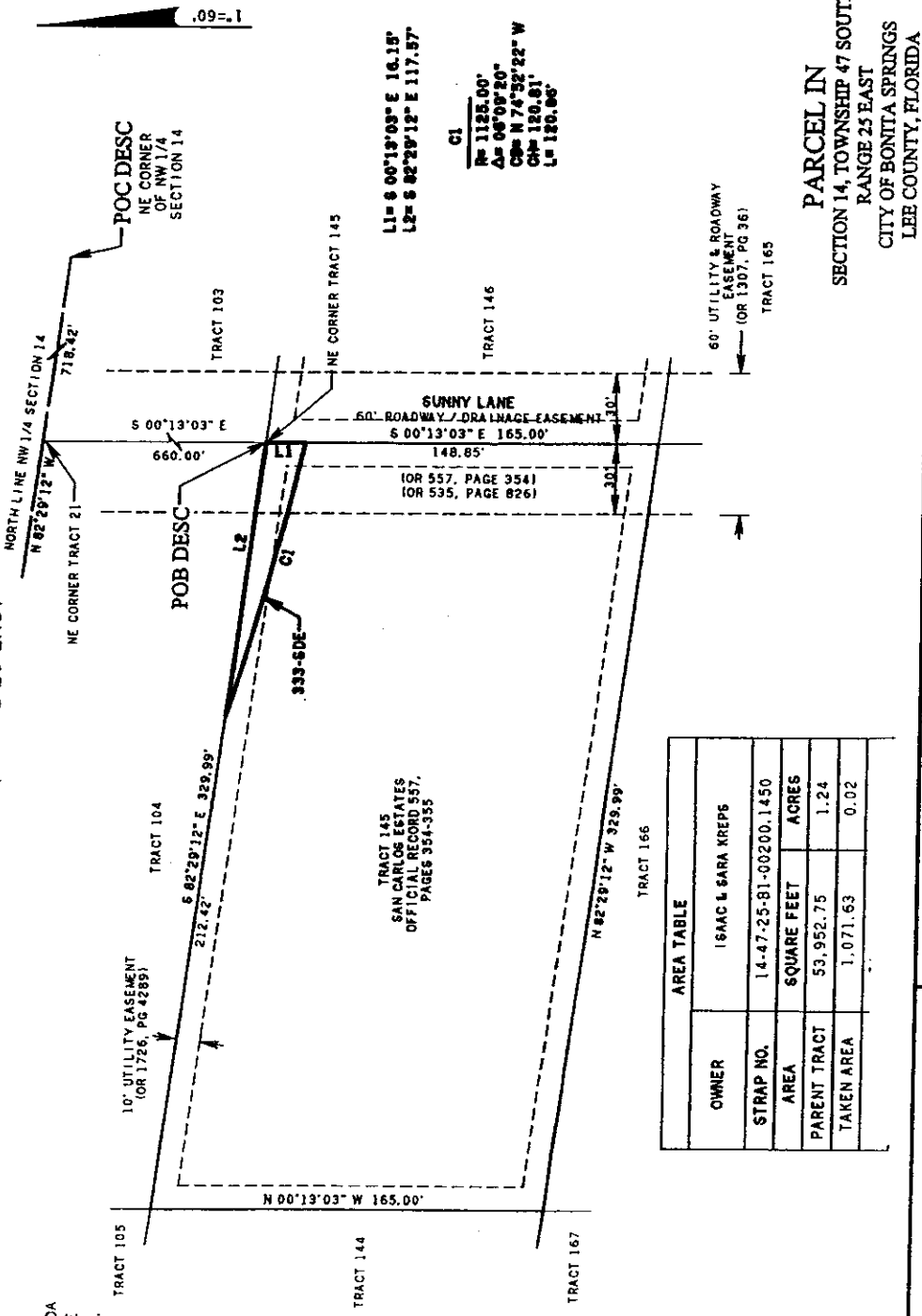
NOTES:

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°29'12" W.
- THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
- 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 ATTACHED.
- PARCEL CONTAINS 1.072 SQUARE FEET.
- 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.



OWNER	AREA TABLE
ISAAC L. SARA KREPS	
STRAP NO.	14-47-25-81-00200.1450
AREA	SQUARE FEET
PARENT TRACT	53,952.75
TAKEN AREA	1,071.63
	ACRES
	1.24
	0.02

JOHNSON ENGINEERING

PARCEL 333SDE - THREE OAKS PARKWAY
 SLOPE & DRAINAGE EASEMENT

2159 JOHNSON STREET
 P.O. BOX 1650
 FORT MYERS, FLORIDA 33902-1650
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.S. #642 & L.S. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SHEET
06-30-04	20013033	14-47-25	1 OF 2

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

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: 333RW/Kreps, Trustees
Project: Three Oaks Parkway 4043
STRAP No.: 14-47-25-B1-00200.1450

GRANT OF PERPETUAL
RIGHT-OF-WAY EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 2005, between ISAAC KREPS, as Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000, and SARA KREPS, as Trustee of the Sara Kreps Revocable Trust dated December 19, 2000, as tenants in common, Owner, whose address is 8884 SW 76th Terrace, Miami, Florida 33713, 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.

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.

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

TWO SEPARATE WITNESSES:

1st Witness Signature

Printed name of 1st Witness

ISAAC KREPS, GRANTOR
as Trustee of the Isaac Kreps
Revocable Trust dated December
19, 2000

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Printed name of 1st Witness

SARA KREPS, GRANTOR
as Trustee of the Sara Kreps
Revocable Trust dated December
19, 2000

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Isaac Kreps, Trustee, and Sara Kreps, Trustee. They are personally known to me or who have produced _____ (type of _____ as identification. _____ identification)

(Signature of Notary Public)

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

**EXHIBIT "C"**

July 8, 2004

THREE OAKS PARKWAYPage 4 of 5**PARCEL 333-RW**

**PART OF TRACT 145
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel for right-of-way purposes being part of Tract 145, 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 Northwest Quarter (NW-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 northeast corner of the Northwest quarter (NW-1/4) of said Section 14 run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 718.42 feet to the northeast corner of Tract 21 of said San Carlos Estates; thence run S 00° 13' 03" E for 660.00 feet to the northeast corner of said Tract 145; thence continue S 00° 13' 03" E along the east line of said tract for 165.00 feet to the southeast corner of said tract; thence run N 82° 29' 12" W along the south line of said tract for 30.28 feet to an intersection with the west line of Sunny Lane (60 feet wide) as shown and recorded in Official Record Book 557, Pages 354 and 355 and Official Record Book 535, Page 826, being an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning, departing said west line, run northwesterly along the arc of said curve to the left having a radius of 38.00 feet (delta 48° 28' 05") (chord bearing N 25° 38' 54" W) (chord 31.20 feet) for 32.15 feet to an intersection with a non-tangent curve; thence run northerly along the arc of said curve to the right, having a radius of 65.00 feet (delta 113° 54' 30") (chord bearing N 06° 50' 38" E) (chord 108.97 feet) for 129.22 feet to an intersection with the west line of said Sunny Lane (60 feet wide); thence run S 00° 13' 03" E along said west line for 136.32 feet to the Point of Beginning.

Containing 3,111.34 square feet or 0.07 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 Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East bearing N 82° 29' 12" W.

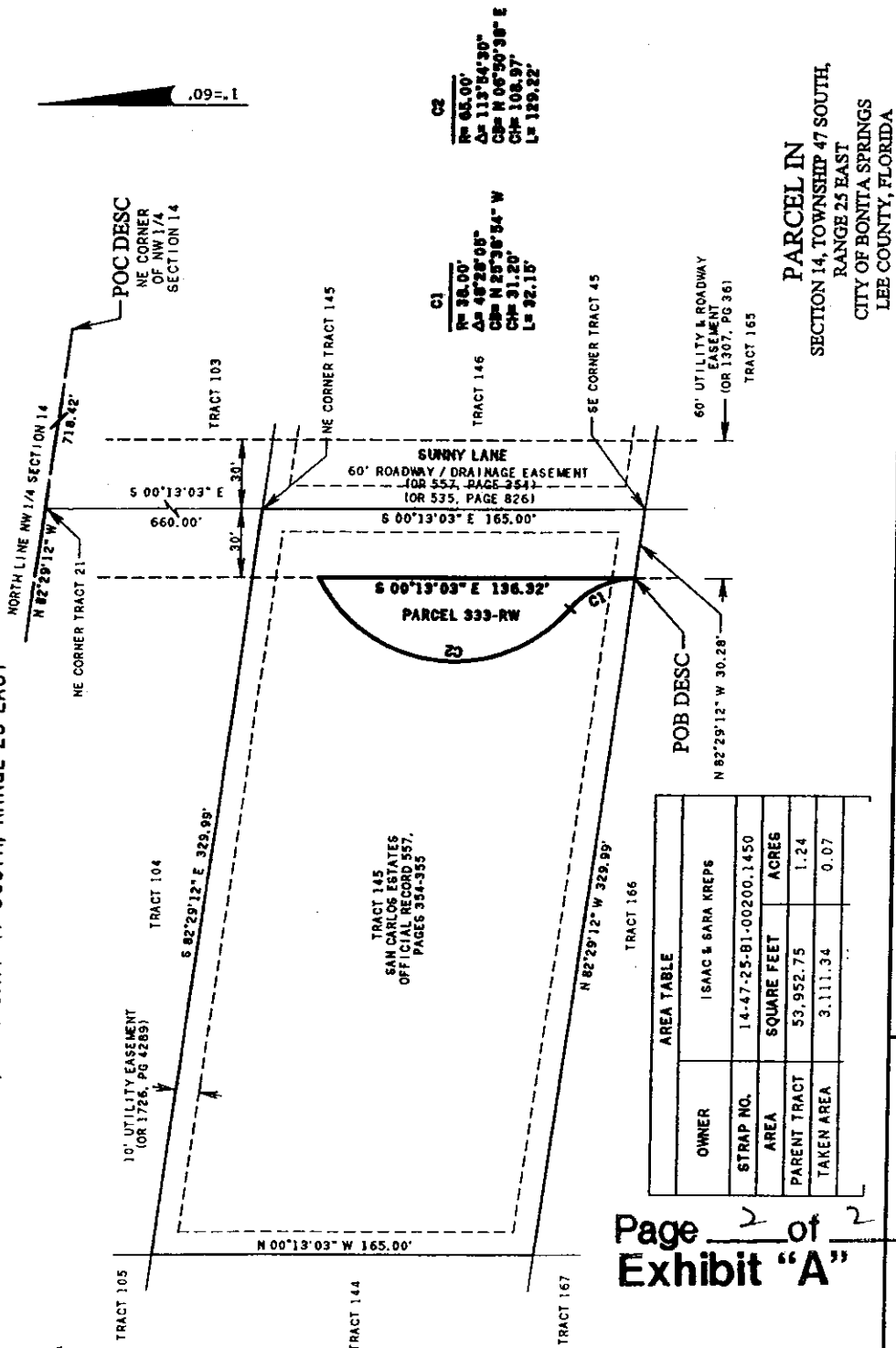
EXHIBIT "A"Page 1 of 2

20013033 Parcel 333-RW 070804

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST

NOTES:

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. 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 3.111 SQUARE FEET (0.07 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST



AREA TABLE	
OWNER	ISAAC & SARA KREPS
STRAP NO.	14-47-25-B1-00200.1450
AREA	SQUARE FEET
PARENT TRACT	53,952.75
TAKEN AREA	3,111.34
	ACRES
	1.24
	0.07

Page 2 of 2
Exhibit "A"

THIS IS NOT A SURVEY
Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM LB 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5747
 DATE SIGNED: 6/30/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.

PARCEL 333RW - THREE OAKS PARKWAY

JOHNSON
ENGINEERING

2138 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (839) 324-0046
 FAX (839) 324-3661
 E.B. 642 & L.B. 642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
06-30-04	20013033	14-47-25	1"=60'	1 OF 2

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

EXHIBIT "c"
 Page 5 of 5

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcels: 333-RW, 333-SDE/Kreps
STRAP No.: 14-47-25-B1-00200.1450

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 20__ by and between **ISAAC KREPS, as Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000, and Sara Kreps, as Trustee of the Sara Kreps Revocable Trust dated December 19, 2000, as tenants in common**, whose address is 8884 SW 76th Terrace, Miami, Florida 33173, 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:** BUYER agrees to purchase, subject to t
forth below, a perpetual, non-exclusiv
parcel consisting of ±3,111.34 square
as set forth in Exhibit "A", attached h
by reference, and a fee-simple parcel c
feet, located and described as set for
hereto and made a part hereof by referer
called "the Property." This property w
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.

*Duplicate original
Return fully
executed original
to County Lands.
Thank you*

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price of the Property ("Purchase Price") will be Seventy-Five Thousand and No/100 (\$75,000.00), 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.

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) Statutory Warranty Deed, a Right of Way Easement, (the form of the easement is attached as Exhibit "C"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (c) 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);

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 60 days after notice, BUYER may elect to accept the Property in its existing condition with a mutually acceptable 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 a mutually acceptable abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that to the best of the SELLER's knowledge,

information and belief, the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. The SELLER knows of no hazardous, toxic or polluting substances that 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 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 and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Maria Pilar Salgado
Signature of Witness

MARIA PILAR SALGADO
Print Name of Witness

[Signature]
Signature of Witness

Grace Marquez
Print Name of Witness

WITNESSES:

Maria Pilar Salgado
Signature of Witness

MARIA PILAR SALGADO
Print Name of Witness

[Signature]
Signature of Witness

Grace Marquez
Print Name of Witness

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Isaac Kreps, Trustee
Isaac Kreps, Trustee (DATE)
of the Isaac Kreps Revocable
Trust dated December 19, 2000

SELLER:

Sara Kreps, Trustee
Sara Kreps, Trustee (DATE)
of the Sara Kreps Revocable Trust
dated December 19, 2000

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



July 8, 2004

THREE OAKS PARKWAY

PARCEL 333-RW

**PART OF TRACT 145
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel for right-of-way purposes being part of Tract 145, 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 Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25, East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

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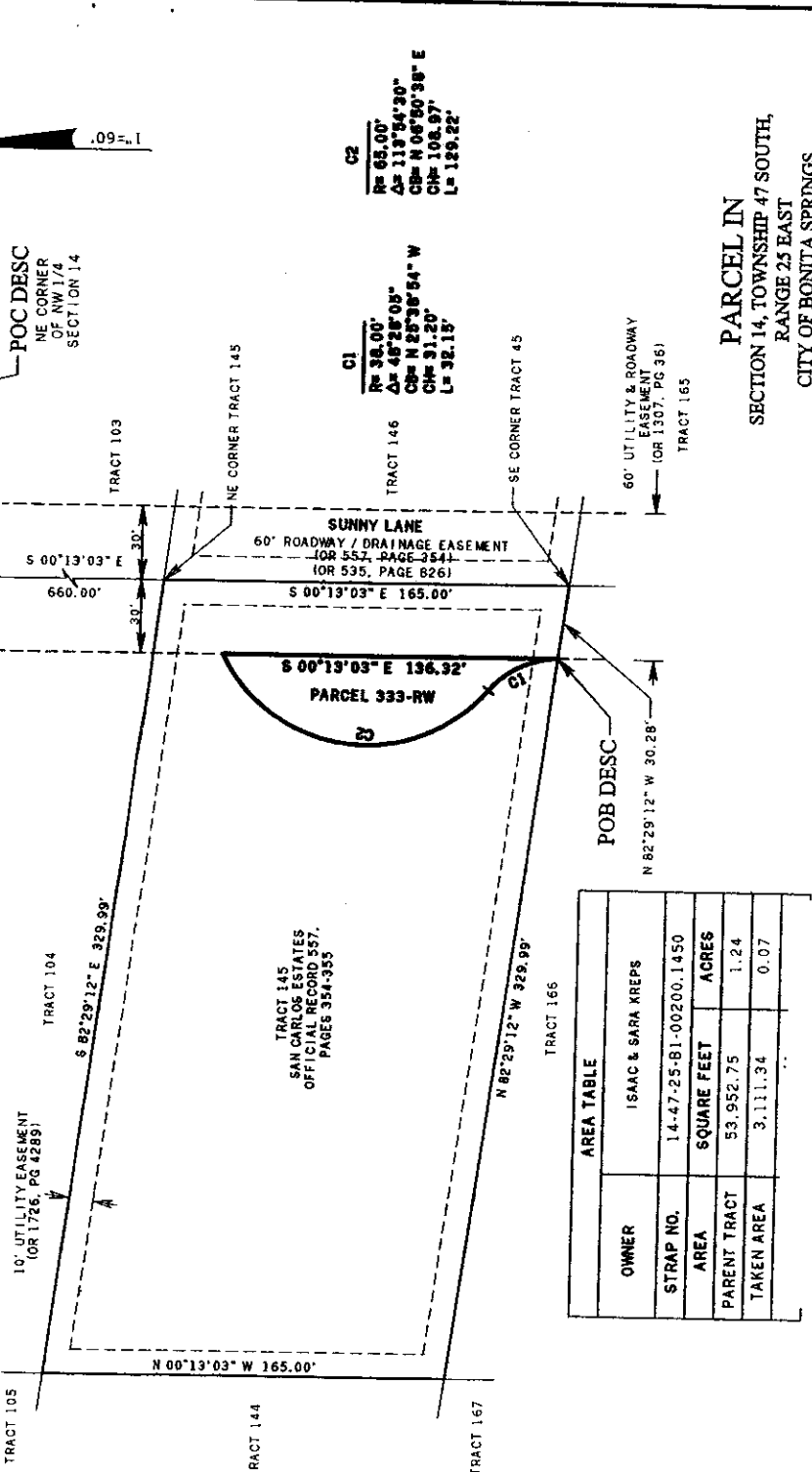
Containing 3,111.34 square feet or 0.07 acres, more or less.

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 Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

20013033 Parcel 333-RW 070804

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST

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 16. SE / S.E. = SOUTHEAST.
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 18. SW / S.W. = SOUTHWEST.



AREA TABLE

OWNER	ISAMC & SARA KREPS
STRAP NO.	14-47-25-81-00200.1450
AREA	SQUARE FEET
PARENT TRACT	53,952.75
TAKEN AREA	3,111.34
	ACRES
	1.24
	0.07

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.

JOHNSON ENGINEERING

PARCEL 333RW - THREE OAKS PARKWAY

2159 JOHNSON STREET
 FORT MYERS, FLORIDA 33902-1580
 PHONE (239) 334-3666
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	06-30-04	PROJECT NO.	20013033	SCALE	1"=60'	SHEET	1 OF 2
		FILE NO.	14-47-25				

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



July 8, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 333-SDE

**PART OF TRACT 145
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 continue S 00° 13' 03" E along the east line of said tract for 16.15 feet to an intersection with a non-tangent curve; thence departing said east line run northwesterly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 06° 09' 20") (chord bearing N 74° 52' 22" W) (chord 120.81 feet) for 120.86 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E along said north line for 117.57 feet to the Point of Beginning.

Containing 1,071.63 square feet or 0.02 acres, more or less.

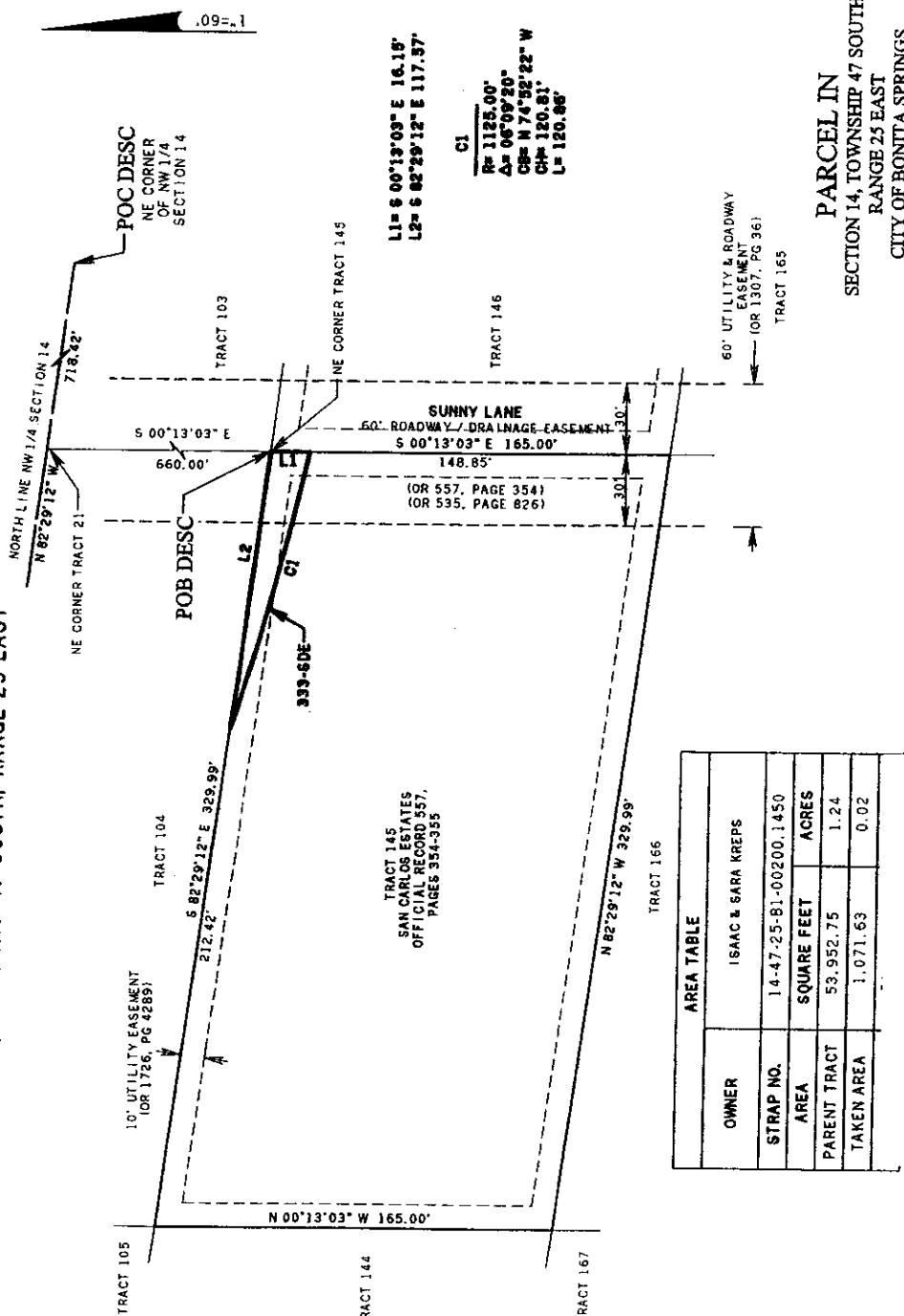
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20013033 Parcel 333-SDE 070804

NOTES:

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- PG. / PGS. = PAGE OR PAGES.
- DESCRPTION ATTACHED.
- PARCEL CONTAINS 1.072 SQUARE FEET (0.02 ACRES) MORE OR LESS.
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- NW / N.W. = NORTHWEST.
- SW / S.W. = SOUTHWEST.

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



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OWNER	ISAAC & SARA KREPS
STRAP NO.	14-47-25-81-00200.1450
AREA	SQUARE FEET
PARENT TRACT	53,952.75
TAKEN AREA	1,071.63
	ACRES
	1.24
	0.02

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FID #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 IN
 SECTION 14, TOWNSHIP 47 SOUTH,
 RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA

PARCEL 333SDE - THREE OAKS PARKWAY
 SLOPE & DRAINAGE EASEMENT

JOHNSON
ENGINEERING

2159 JOHNSON STREET
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
06-30-04	20013033	14-47-25	1"=60'	1 OF 2

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: 333RW/Kreps, Trustees
Project: Three Oaks Parkway 4043
STRAP No.: 14-47-25-B1-00200.1450

GRANT OF PERPETUAL
RIGHT-OF-WAY EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 2005, between ISAAC KREPS, as Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000, and SARA KREPS, as Trustee of the Sara Kreps Revocable Trust dated December 19, 2000, as tenants in common, Owner, whose address is 8884 SW 76th Terrace, Miami, Florida 33713, 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.

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.

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

TWO SEPARATE WITNESSES:

1st Witness Signature

Printed name of 1st Witness

ISAAC KREPS, GRANTOR
as Trustee of the Isaac Kreps
Revocable Trust dated December
19, 2000

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Printed name of 1st Witness

SARA KREPS, GRANTOR
as Trustee of the Sara Kreps
Revocable Trust dated December
19, 2000

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Isaac Kreps, Trustee, and Sara Kreps, Trustee. They are personally known to me or who have produced _____ (type of _____ as identification. _____ identification)

(Signature of Notary Public)

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



EXHIBIT "C"

July 8, 2004

THREE OAKS PARKWAY

Page 4 of 5

PARCEL 333-RW

**PART OF TRACT 145
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel for right-of-way purposes being part of Tract 145, 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 Northwest Quarter (NW-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 northeast corner of the Northwest quarter (NW-1/4) of said Section 14 run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 718.42 feet to the northeast corner of Tract 21 of said San Carlos Estates; thence run S 00° 13' 03" E for 660.00 feet to the northeast corner of said Tract 145; thence continue S 00° 13' 03" E along the east line of said tract for 165.00 feet to the southeast corner of said tract; thence run N 82° 29' 12" W along the south line of said tract for 30.28 feet to an intersection with the west line of Sunny Lane (60 feet wide) as shown and recorded in Official Record Book 557, Pages 354 and 355 and Official Record Book 535, Page 826, being an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning, departing said west line, run northwesterly along the arc of said curve to the left having a radius of 38.00 feet (delta 48° 28' 05") (chord bearing N 25° 38' 54" W) (chord 31.20 feet) for 32.15 feet to an intersection with a non-tangent curve; thence run northerly along the arc of said curve to the right, having a radius of 65.00 feet (delta 113° 54' 30") (chord bearing N 06° 50' 38" E) (chord 108.97 feet) for 129.22 feet to an intersection with the west line of said Sunny Lane (60 feet wide); thence run S 00° 13' 03" E along said west line for 136.32 feet to the Point of Beginning.

Containing 3,111.34 square feet or 0.07 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 Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East bearing N 82° 29' 12" W.

Page 1 of 2
Exhibit "A"

Page 1 of 2

20013033 Parcel 333-RW 070804

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST

NOTES:

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. 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 3,111 SQUARE FEET (0.07 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST.
16. SE / S.E. = SOUTHEAST.
17. NW / N.W. = NORTHWEST.
18. SW / S.W. = SOUTHWEST.

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIDELITY & SECURITY GROUPS) PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247

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

Page 2 of 2
 Exhibit "A"

AREA TABLE	
OWNER	ISAAC & SARA KREPS
STRAP NO.	14-47-25-B1-00200.1450
AREA	SQUARE FEET
PARENT TRACT	53,952.75
TAKEN AREA	3,111.34
	ACRES
	1.24
	0.07

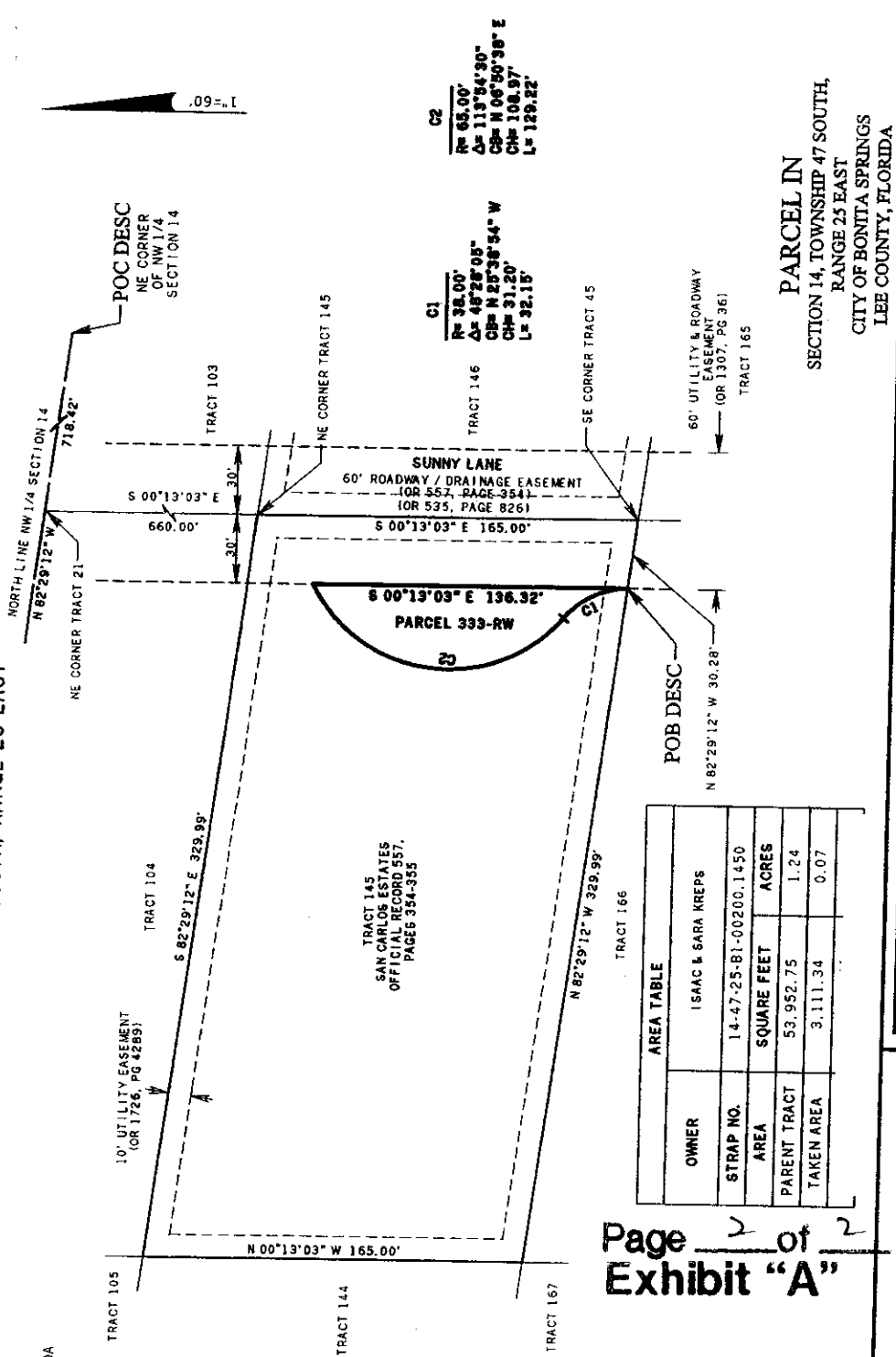
PARCEL 333RW - THREE OAKS PARKWAY

JOHNSON
ENGINEERING

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE: 889-324-0046
 FAX: 889-324-0046
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
06-30-04	20013033	14-47-25	1"=60'	1 OF 2



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

EXHIBIT "c"
 Page 5 of 5

STRAP: 14-47-25-B1-00200.1450

Project: Three Oaks Parkway South, No. 4043

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 14 day of September, 2005, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Isaac Kreps, Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000
Sara Kreps, Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000
8888 SW 76th Terrace
Miami, FL 33173

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Isaac Kreps
2. Sara Kreps
- 3.
- 4.

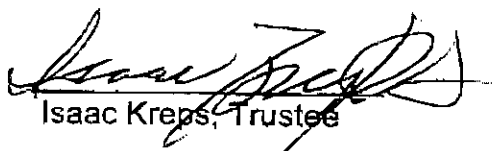
The real property to be conveyed to Lee County is known as:

See attached Exhibit "A".

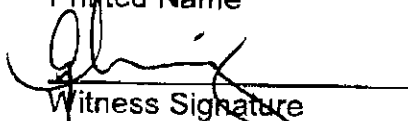
FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:


Witness Signature


Isaac Kreps, Trustee

MARIA PILAR SALGADO
Printed Name


Witness Signature

Grace Marquez
Printed Name

Affidavit of Interest in Real Property

Parcel: 333/Kreps

STRAP:14-47-25-B1-00200.1450

Project: Three Oaks 4043

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 14 day of September, 2005 by Isaac Kreps, Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000, on behalf of the Trust.

Maria Pilar Salgado
(Notary Signature)

MARIA PILAR SALGADO
(Print, type or stamp name)

(SEAL)



Maria Pilar Salgado
My Commission DD242178
Expires August 27 2007

Personally known
OR Produced Identification
Type of Identification

Signed, sealed and delivered
in our presences:

Maria Pilar Salgado
Witness Signature

MARIA PILAR SALGADO

Printed Name

Sara Kreps
Sara Kreps, Trustee

[Signature]
Witness Signature

Grace Marquez

Printed Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

SWORN TO AND SUBSCRIBED before me this 14 day of September, 2005 by Sara Kreps, Trustee of the Sara Kreps Revocable Trust dated December 19, 2000, on behalf of the Trust.

Maria Pilar Salgado
(Notary Signature)

MARIA PILAR SALGADO
(Print, type or stamp name)

(SEAL)



Maria Pilar Salgado
My Commission DD242178
Expires August 27 2007

Personally known
OR Produced Identification
Type of Identification



SINCE 1946



Exhibit "A"

Page 1 of 2

July 8, 2004

THREE OAKS PARKWAY**PARCEL 333-RW**

**PART OF TRACT 145
 SAN CARLOS ESTATES
 LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA**

A tract or parcel for right-of-way purposes being part of Tract 145, 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 Northwest Quarter (NW-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 northeast corner of the Northwest quarter (NW-1/4) of said Section 14 run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 718.42 feet to the northeast corner of Tract 21 of said San Carlos Estates; thence run S 00° 13' 03" E for 660.00 feet to the northeast corner of said Tract 145; thence continue S 00° 13' 03" E along the east line of said tract for 165.00 feet to the southeast corner of said tract; thence run N 82° 29' 12" W along the south line of said tract for 30.28 feet to an intersection with the west line of Sunny Lane (60 feet wide) as shown and recorded in Official Record Book 557, Pages 354 and 355 and Official Record Book 535, Page 826, being an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning, departing said west line, run northwesterly along the arc of said curve to the left having a radius of 38.00 feet (delta 48° 28' 05") (chord bearing N 25° 38' 54" W) (chord 31.20 feet) for 32.15 feet to an intersection with a non-tangent curve; thence run northerly along the arc of said curve to the right, having a radius of 65.00 feet (delta 113° 54' 30") (chord bearing N 06° 50' 38" E) (chord 108.97 feet) for 129.22 feet to an intersection with the west line of said Sunny Lane (60 feet wide); thence run S 00° 13' 03" E along said west line for 136.32 feet to the Point of Beginning.

Containing 3,111.34 square feet or 0.07 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 Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

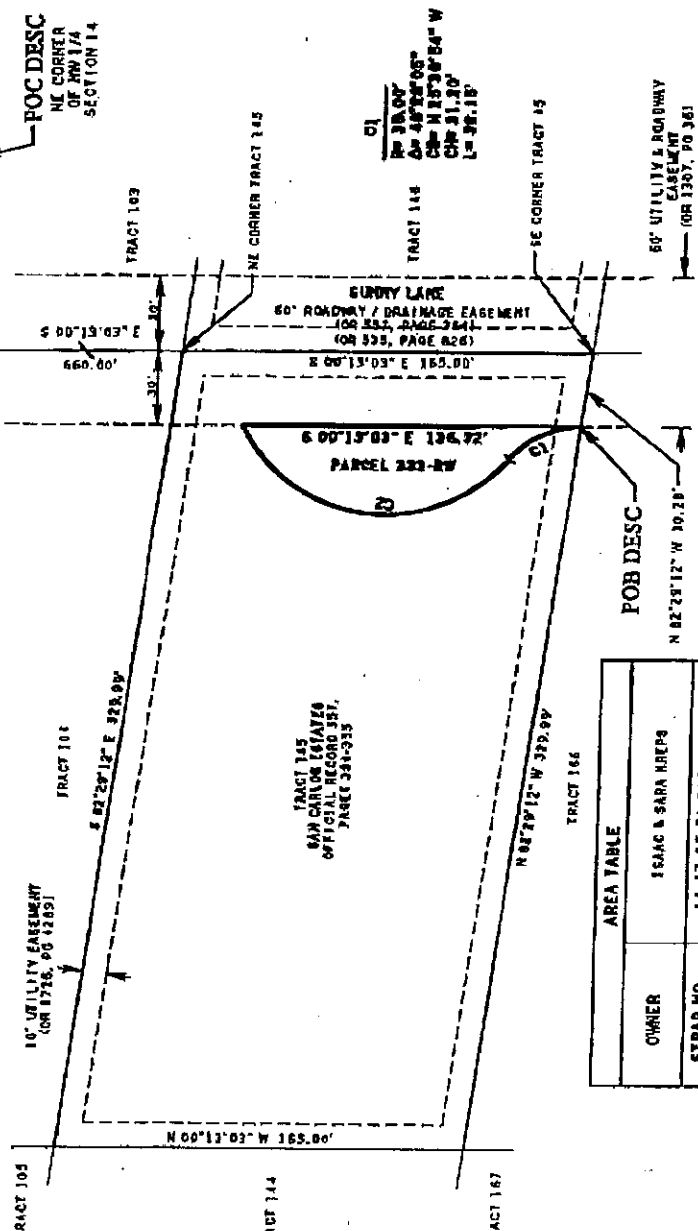
20013033 Parcel 333-RW 070804

Exhibit "A"

Page 2 of 2

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST

- NOTES:**
- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°29'12" W.
 - THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO TONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 - POC = POINT OF COMMENCEMENT.
 - POB = POINT OF BEGINNING.
 - DESC = DESCRIPTION.
 - R = RADIUS
 - Δ = DELTA ANGLE
 - CB = CHORD BEARING
 - CN = CHORD DISTANCE
 - L = ARC LENGTH
 - DR = OFFICIAL RECORD
 - PG. / PGS. = PAGE OR PAGES
 - DESC = DESCRIPTION ATTACHED
 - PARCEL CONTAINS 3,111 SQUARE FEET (0.07 ACRES) MORE OR LESS.
 - NE / N.E. = NORTHEAST
 - SE / S.E. = SOUTHEAST
 - NW / N.W. = NORTHWEST
 - SW / S.W. = SOUTHWEST



AREA TABLE

OWNER	STRAP NO.	AREA SQUARE FEET	ACRES
ISAAC & SARA HREPS	14-47-25-01-00200, 1450	53,952.75	1.21
		3,111.34	0.07

THIS IS NOT A SURVEY

Macl B. Wentzel

MARK G. WENTZEL (FOR THE FIDELITY & BOND COMPANY) PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NUMBER 5287

DATE SIGNED: 6/30/04

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

PARCEL 333R W - THREE OAKS PARKWAY

JOHNSON ENGINEERING

3150 W. WINDHOLM STREET
FORT MYERS, FLORIDA 33902-1350
PHONE: (888) 333-0046
FAX: (888) 333-0046
E-MAIL: JEN@JOHNSON-ENG.COM

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILL IN	SCALE	SHEET
06-20-04	20013033	14-47-25	1"=60'	1 OF 2

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


 Exhibit "B"
 

July 8, 2004

Page 1 of 2**THREE OAKS PARKWAY****PARCEL 333-SDE**

**PART OF TRACT 145
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 part of Tract 145, 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 Northwest Quarter (NW-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 northeast corner of the Northwest quarter (NW-1/4) of said Section 14 run N 82° 29' 12" W along the north line of said Northwest quarter (NW-1/4) for 718.42 feet to the northeast corner of Tract 21 of said San Carlos Estates; thence run S 00° 13' 03" E for 660.00 feet to the northeast corner of said Tract 145 and the Point of Beginning.

From said Point of Beginning continue S 00° 13' 03" E along the east line of said tract for 16.15 feet to an intersection with a non-tangent curve; thence departing said east line run northwesterly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 06° 09' 20") (chord bearing N 74° 52' 22" W) (chord 120.81 feet) for 120.86 feet to an intersection with the north line of said tract; thence run S 82° 29' 12" E along said north line for 117.57 feet to the Point of Beginning.

Containing 1,071.63 square feet or 0.02 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 Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

20013033 Parcel 333-SDE 070804

Exhibit "B"

Page 2 of 2

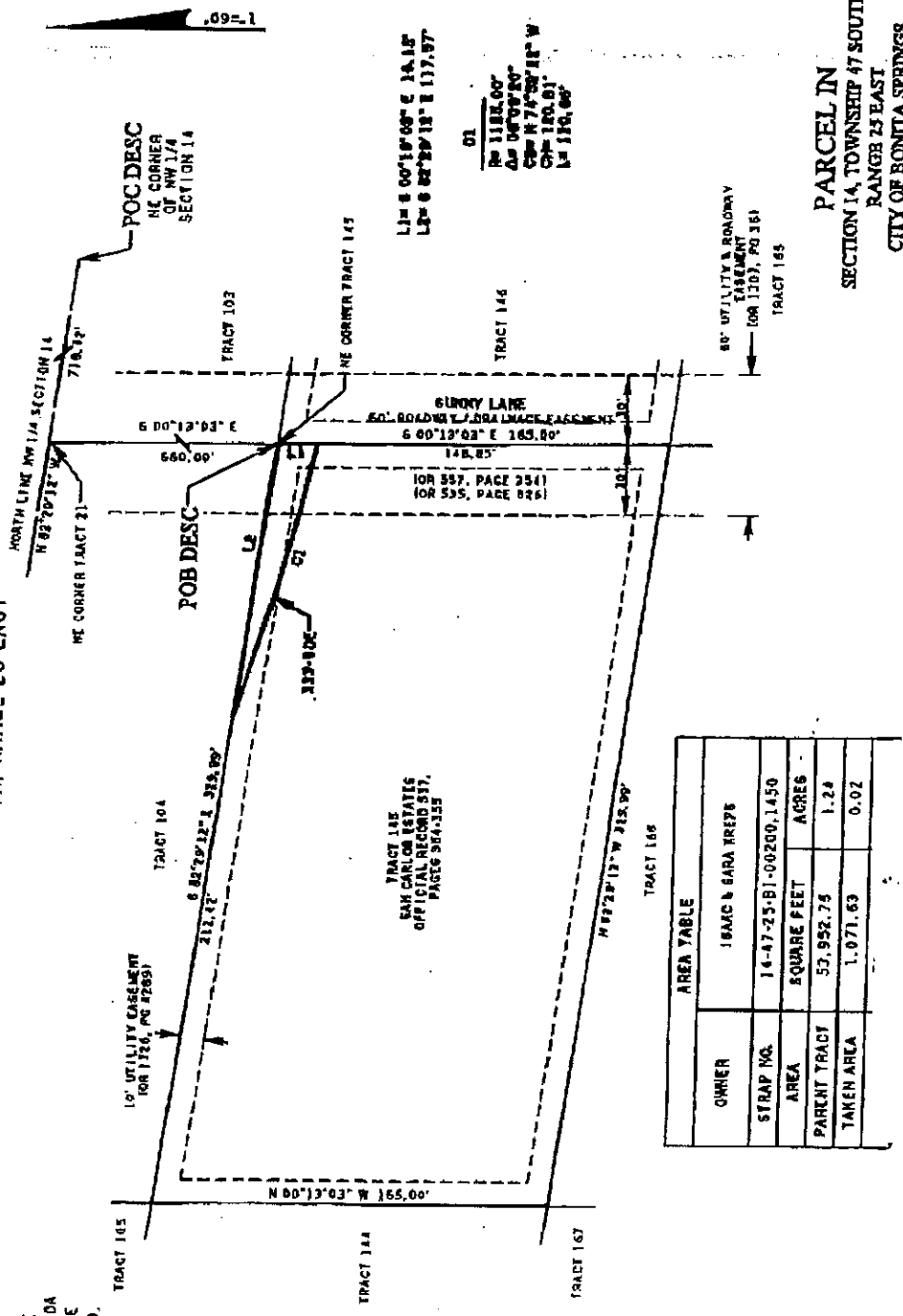
SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST

NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (HAD 82/99 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.
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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 1.072 SQUARE FEET (0.02 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL IF OR THE 718 (LP 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5747
 DATE SIGNED: 6/30/04
 NOT VALID WITHOUT THE SIGNATURE AND
 THE ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER.



AREA TABLE

OWNER	186AC & BARA WREYS
STRAP NO.	14-47-25-B1-00260, 1450
AREA	SQUARE FEET
PARENT TRACT	52,952.75
TAKEN AREA	1,071.63
	ACRES
	1.24
	0.02

JOHNSON
ENGINEERING

PARCEL 333SDE - THREE OAKS PARKWAY
 SLOPE & DRAINAGE EASEMENT

1135 JOHNSON STREET
 P.O. BOX 1599
 FORT WORTH, FLORIDA 33902-1599
 PHONE (817) 251-4610
 FAX (817) 251-4612
 L.S. #4823 L.C. #482

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SHEET
06-30-04	20013013	14-47-25	1 OF 2

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

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROJECT AND PARCEL NUMBER: Three Oaks Parkway Extension 4043, Parcel Number 333 - Kreps

OWNER OF RECORD: Isaac Kreps Trustee and Sara Kreps Trustee for the Isaac Kreps Revocable Trust and the Sara Kreps Revocable Trust

LOCATION: 24132 Sunny Lane, Bonita Springs, FL

LAND AREA: 53,953 square feet (parent parcel)
3,111 square feet (cul-de-sac easement)
1,072 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

TOTAL COMPENSATION DUE THE PROPERTY OWNER: \$61,000 (part taken)

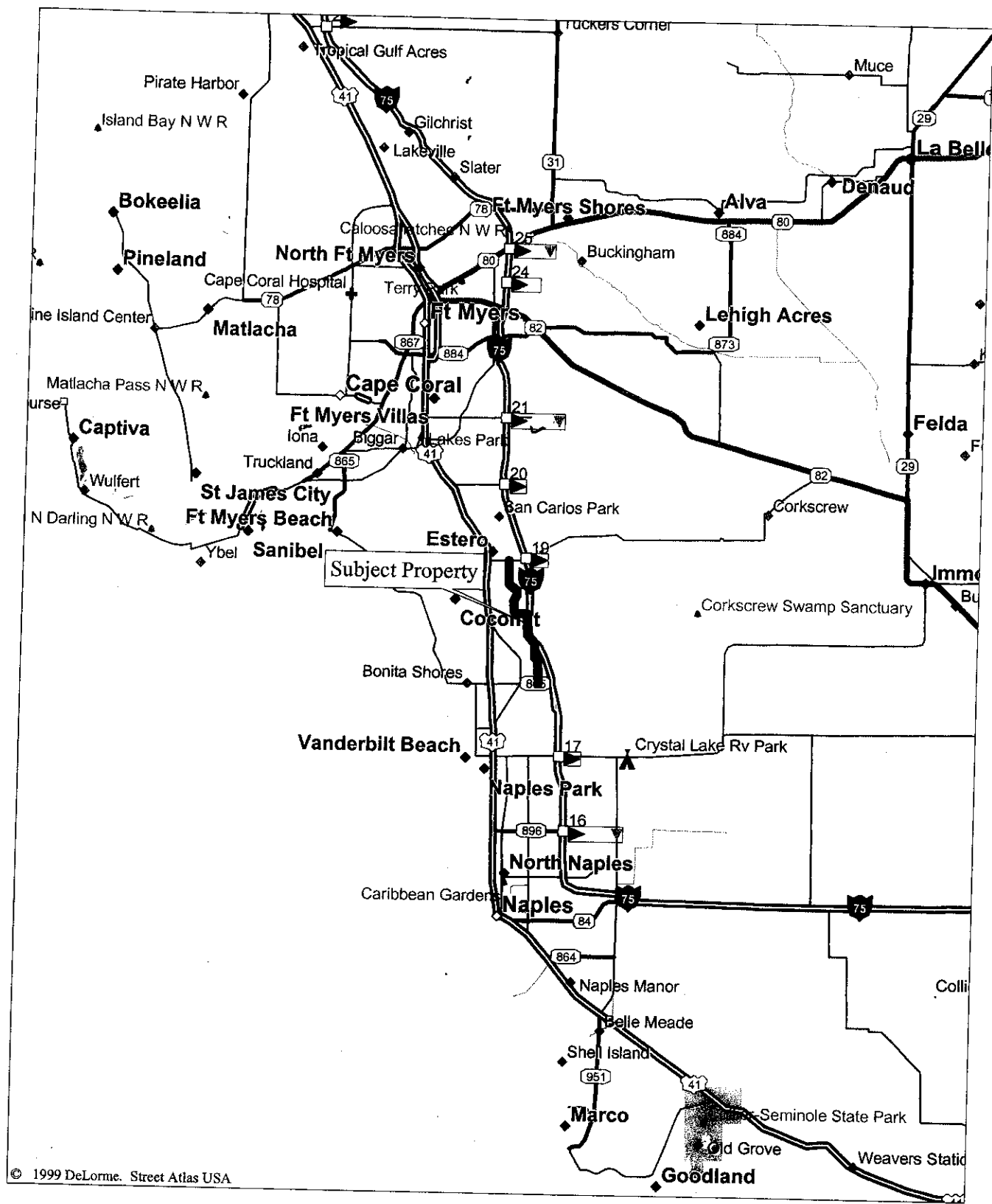
DATE OF VALUE ESTIMATE: May 21, 2005

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

Updated Ownership and Easement Search

Search No. 14-47-25-B1-00200.1450

Date: September 16, 2005

Parcel: 333

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-B1-00200.1450

Effective Date: August 15, 2005, at 5:00 p.m.

Subject Property: Tract 145, of that certain subdivision known as San Carlos Estates, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Official Record Book 557, Page(s) 354-355, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Isaac Kreps, as Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000, and Sara Kreps, as Trustee of the Sara Kreps Revocable Trust dated December 19, 2000, as tenants in common

by that certain instrument dated July 26, 2002, recorded September 11, 2002, in Official Record Book 3726, Page 141, 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 1726, Page 4289, 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: 2004 taxes have been paid in the amount of \$1,260.61.

(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 or warranty as to its accuracy.

5-Year Sales History

Parcel No. 333, 333SDE

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS