

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

Blue Sheet No. 20051348

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcels 200 & 200-SDE, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$59,000; 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 CGM		5. Meeting Date: 10-11-2005
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input checked="" type="checkbox"/> Statute	125
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	BS20050859 Resolution 05-01-10
		8. Request Initiated: Commissioner _____ Department _____ Independent Division _____ County Lands By: Karen L.W. Forsyth, Director [Signature]

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee-simple parcel (± 2,463 sq. ft.) and Slope/Drainage Easement (±2,410 sq. ft.) from a residential lot improved with a single-family manufactured home. This is a partial acquisition involving severance damages. The purchase will not require the acquisition of the residential structure.

Property Details:

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

Purchase Details:

Purchase Price: \$59,000
Costs to Close: Approximately \$6,000 (inclusive of attorney and expert fees and costs of \$4,950).

Appraisal Information:

Company: Carlson, Norris & Associates
Appraised Value: \$38,000 (Date of Value May 2005)

Staff Recommendation: Staff is of the opinion that the purchase price increase 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, Affidavit of Interest, Appraisal Data, Survey of Property/Improvements, Title Data, 5-Year Sales History, Aerial Location Map

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
[Signature]			AD09119	[Signature]	Analyst, [Signature]	Risk [Signature]	Grants [Signature]	Mgr. [Signature]	HS 9/22/05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: LW
9/22/05
3,211
COUNTY ADMIN FORWARDED TO: JL
9/27
4:30

RECVD. 9/22/05 by CO. ATTY.
9:30 AM
CO. ATTY. FORWARDED TO:
CAD 9-20-05

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

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

THIS AGREEMENT for purchase and sale of real property is made this ___ day of _____, 2005 by and between Juan A. Compian and Digna Compian, husband and wife, hereinafter referred to as SELLER, whose address is 26831 Stardust Drive, Bonita Springs, Florida 34135, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a fee-simple parcel of land consisting of ±2,464 square feet, and located at 26831 Stardust Drive, Bonita Springs, Florida 34135 and more particularly described in attached Exhibit "A", and a perpetual slope and drainage easement parcel consisting of ±2,410 square feet, and located at 26831 Stardust Drive, Bonita Springs, Florida 34135 and more particularly described in attached Exhibit "B", hereinafter collectively called "the Property." This Property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Fifty-Nine Thousand Dollars (\$59,000), plus attorney's and expert witness fees and costs, 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;

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
- (a) Recording fee for deed;
 - (b) survey, (if desired by BUYER).
 - (c) SELLER's attorney and expert fees and costs of \$4,950.

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 thirty (30) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

18. **SPECIAL CONDITIONS:** The Purchase Price recited herein, includes payment for the removal/relocation of the stockade fence and storage shed located on the Property.

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

WITNESSES:

Jorge Luis Gomez

SELLER:

[Signature] *9/15/05*
Juan A. Compian (DATE)

WITNESSES:

Jorge Luis Gomez

SELLER:

Digna A. Compian *9/15/05*
Digna A. Compian (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

October 20, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 200

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

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

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

Containing 2,463.12 square feet or 0.06 acres, more or less.

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

NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/790 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01°04'09" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC = DESCRIPTION.
6. R = RADIUS
7. Δ = DELTA ANGLE
8. CB = CHORD BEARING
9. CH = CHORD DISTANCE
10. L = ARC LENGTH
11. OR = OFFICIAL RECORD BOOK
12. PG. / PGS. = PAGE OR PAGES
13. DESCRIPTION ATTACHED
14. PARCEL CONTAINS 2.463 SQUARE FEET (0.06 ACRES) MORE OR LESS.
15. P.B./PB = PLAT BOOK
16. PUE = PUBLIC UTILITY EASEMENT
17. UE = UTILITY EASEMENT

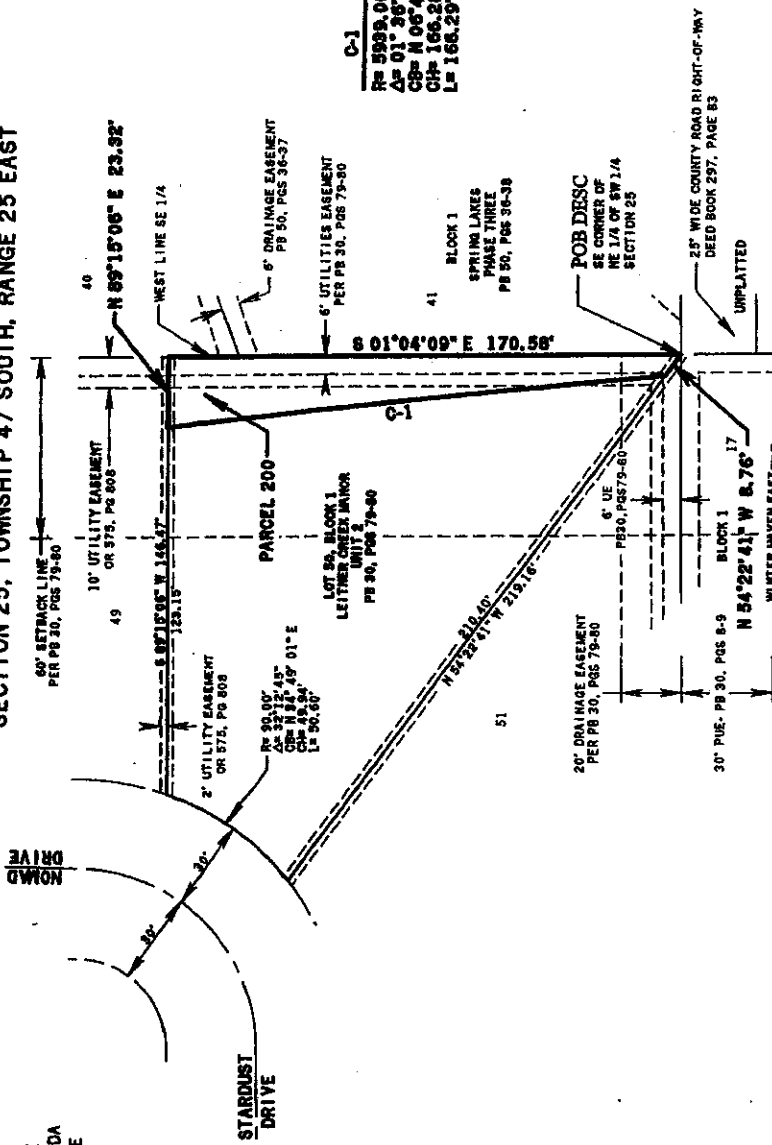
THIS IS NOT A SURVEY

Mark G. Wentzel

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

DATE SIGNED: 3/26/04
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



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

JOHNSON ENGINEERING

PARCEL 200 - THREE OAKS PARKWAY

2156 JOHNSON STREET
P.O. BOX 1850
FORT MYERS, FLORIDA 33902-1850
PHONE (889) 934-0046
FAX (889) 934-0046
E.G. 642 & L.B. 642

SKETCH TO ACCOMPANY DESCRIPTION

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

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

C-1
R= 9999.00
Δ= 01° 36' 15"
CB= N 06° 41' 37" W
CH= 166.98'
L= 168.29'



October 20, 2004

THREE OAKS PARKWAY

Page 1 of 2

PARCEL 200-SDE

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

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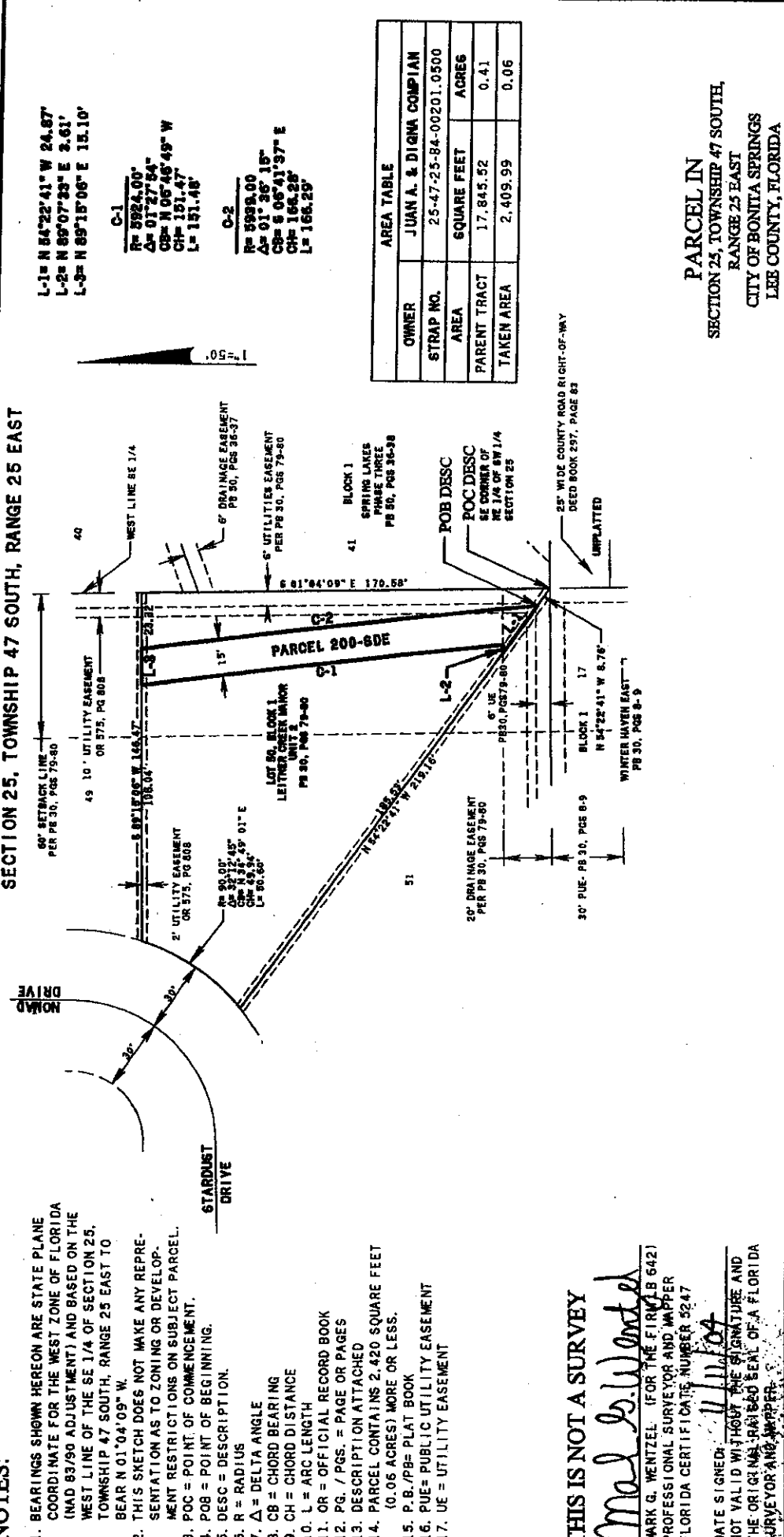
From the southeast corner of the Northeast Quarter (NE-1/4) of the Southwest Quarter (SW-1/4) of said section (said point also being the southeastern most corner of said lot) run N 54° 22' 41" W along the south line of said lot for 8.76 feet to the Point of Beginning.

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

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

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

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



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

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

SKETCH TO ACCOMPANY DESCRIPTION
DATE 10-19-04 PROJECT NO. 20013033 FILE NO. 25-47-25 SCALE 1"=50' SHEET 1 OF 2

2158 JOHNSON STREET
N. O. BOX 1800
FORT MYERS, FLORIDA 33902-1550
PHONE (889) 284-0645
FAX (889) 284-0661
E.E. 0462 & L.R. 0642



PARCEL 200-60E - THREE OAKS PARKWAY
15 FOOT SLOPE AND DRAINAGE EASEMENT

- NOTES:**
- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01°04'09" W.
 - THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
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 - OR = OFFICIAL RECORD BOOK.
 - PG. / PGS. = PAGE OR PAGES.
 - DESCRIPTION ATTACHED.
 - PARCEL CONTAINS 2,420 SQUARE FEET (0.06 ACRES) MORE OR LESS.
 - P.B./PB= PLAT BOOK.
 - PUE= PUBLIC UTILITY EASEMENT.
 - UE = UTILITY EASEMENT.

THIS IS NOT A SURVEY
Mark G. Wentzel
MARK G. WENTZEL (FOR THE FIRM B 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 3247
DATE SIGNED: 11/11/04
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
SURVEYOR AND MAPPER.

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

Exhibit "X"

Page 1 of 4

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

SLOPE/RESTORATION AND DRAINAGE EASEMENT

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

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a perpetual, non-exclusive slope/restoration and drainage easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope and drainage facilities on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway, and to maintain stormwater drainage within the Easement Parcel.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration, and drainage purposes are not limited to a particular type, style, material or design.
4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may install fencing and plant foliage within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement. ~~The existing irrigation well, located within the easement area, may remain on the Easement Parcel.~~
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its 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.

for
SC
9/15/05
DC
9/15/05

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

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

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

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

TWO SEPARATE WITNESSES:

As to Grantor:

Juan A. Compian (Date)

1st Witness Signature

Printed name of 1st Witness

Digna Compian (Date)

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Juan A. Compian and Digna Compian. They are personally known to me or have produced _____ as identification.

(type of identification)

(Seal)

(Signature of Notary Public)

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

October 20, 2004

THREE OAKS PARKWAY

PARCEL 200-SDE

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

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

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

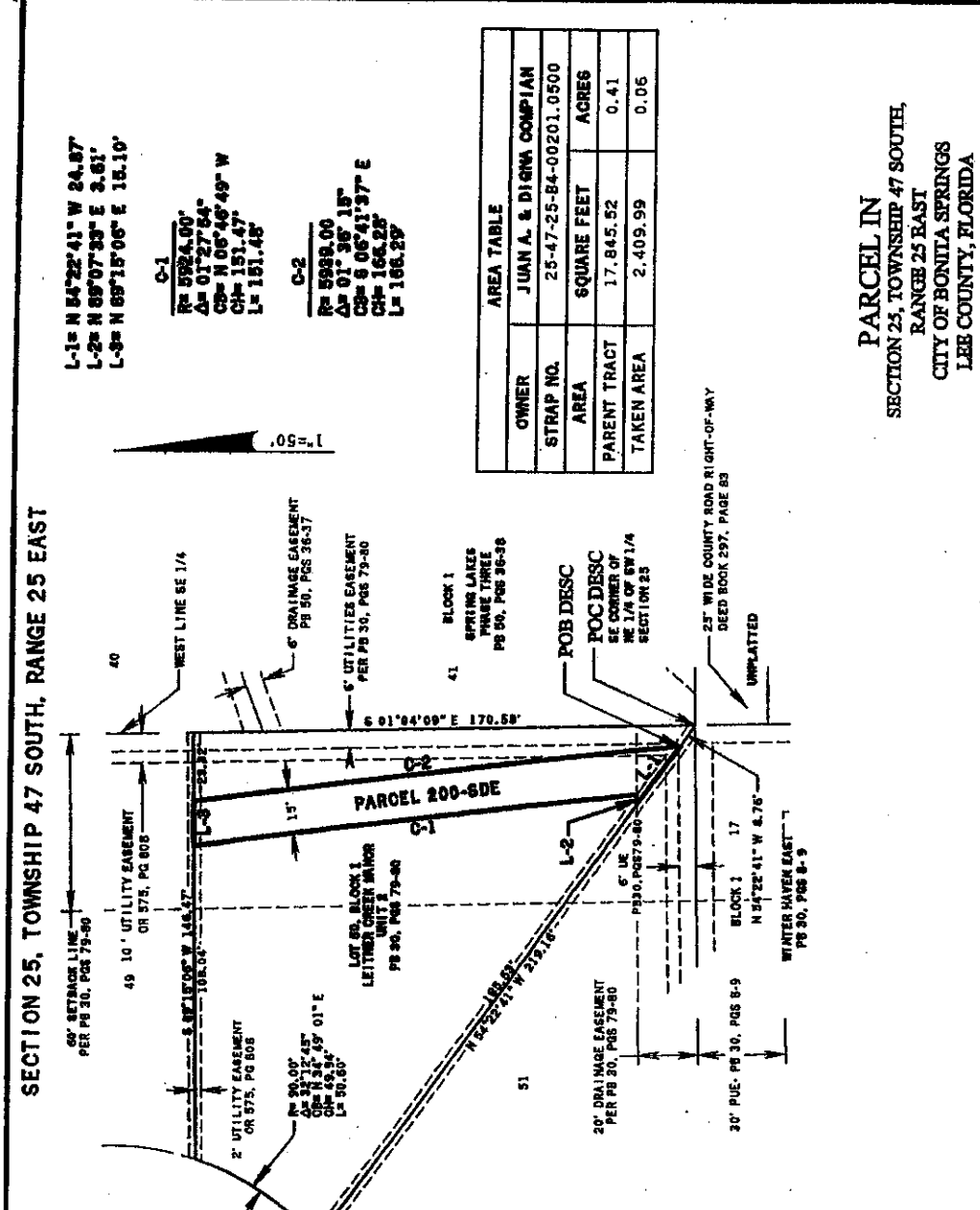
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Exhibit "A"

Page 1 of 2

20013033 Parcel 200-SDE 102004

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



OWNER	STRAP NO.	AREA	SQUARE FEET	ACRES
JUAN A. & DIANA COMPIAN	25-47-25-B4-00201.0500		17,845.52	0.41
		TAKEN AREA	2,409.99	0.06

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

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

2136 JOHNSON STREET
P.O. BOX 1500
FORT WORTH, TEXAS 76102-1500
PHONE (817) 331-2446
FAX (817) 331-2441
E.S. #412 & L.R. #442

JOHNSON
ENGINEERING

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

- NOTES:**
- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01°04'09" W.
 - THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 - POC = POINT OF COMMENCEMENT.
 - DESC = DESCRIPTION.
 - R = RADIUS.
 - Δ = DELTA ANGLE.
 - CH = CHORD BEARING.
 - CH = CHORD DISTANCE.
 - L = ARC LENGTH.
 - OR = OFFICIAL RECORD BOOK.
 - PG. / PGS. = PAGE OR PAGES.
 - DESCRIPTION ATTACHED.
 - PARCEL CONTAINS 2,420 SQUARE FEET (0.06 ACRES) MORE OR LESS.
 - P.B./P.B. = PLAT BOOK.
 - PUE = PUBLIC UTILITY EASEMENT.
 - UE = UTILITY EASEMENT.

Exhibit "A"

Page 2 of 2

THIS IS NOT A SURVEY

Mark G. Mentzel
MARK G. MENTZEL (FOR THE FIRM, B 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 9247
DATE SIGNED: 11/11/04
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PAID SEAL OF A FLORIDA SURVEYOR AND MAPPER.

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 05-16-07

Property Address 26831 Stardust Drive City Bonita Springs State FL Zip Code 34135-5314
 Legal Description Lot 50, Leather Creek Manor Unit 2, Blk 1, PB 30, PG 80 Parcel 200 & 200SDE** County Lee
 Assessor's Parcel No. 25-47-25-B4-0201.0500 Tax Year 2004 R.E. Taxes \$ 778.57 Special Assessments \$ 197/Yr
 Borrower COMPIAN, Juan A. + Digna Current Owner Juan A. + Digna Compian Occupant: Owner Tenant Vacant
 Property rights appraised Fee Simple Leasehold Project Type PUD Condominium (RUD/VA only) HOA \$ N/A /Mo.
 Neighborhood or Project Name Leather 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 Suburban Rural Predominant occupancy Single family housing Present land use %
 Built up Over 75% 25-75% Under 25% PRICE AGE One family 100
 Growth rate Rapid Stable Slow 35 Low New 2-4 family
 Property values Increasing Stable Declining 100+ High 28 Multi-family To:
 Demand/supply Shortage In balance Over supply Vacant (0-5%) Vac. (over 5%) 40-80+ 15-20 Vacant 0
 Marketing time Under 3 mos. 3-6 mos. Over 6 mos. 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. Stable to increasing employment and property values are prevalent.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time - such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
 No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 5% to 6.9% range. Demand exceeds supply with typical marketing times of 2-3 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.

Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No N/A
 Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A
 Describe common elements and recreational facilities: N/A

Dimensions 50.60' x 219.16' x 170.58' x 146.47' per survey provided
 Site area 17,846 SF Corner Lot Yes No
 Specific zoning classification and description MH-1, Mobile Home Conservation
 Zoning compliance Legal Legal nonconforming (Grandfathered use) Illegal No zoning
 Highest & best use as improved: Present use Other use (explain)

Utilities Public Other Off-site improvements Type Public Private
 Electricity Street Asphalt paved
 Gas Curb/gutter None
 Water Sidewalk None
 Sanitary sewer Street lights Pole lights
 Storm sewer Alley None

Topography Level
 Size Larger than Typical
 Shape Trapezium
 Drainage Appears Adequate
 View Residential
 Landscaping Typical
 Driveway Surface Concrete & Gravel
 Apparent easements 10' Utility east
 FEMA Special Flood Hazard Area Yes No
 FEMA Zone X500 Map Date 7/20/1998
 FEMA Map No. 1251240510D

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions observed on the site survey provided. The site is a larger than typical building lot. Site improvements: Fill/prep/sod/landscaping \$3,000, impact fee \$3,200, water/sewer \$4,000, 6' stockade fence \$2,500, concrete/gravel drive \$1,500.

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION			FOUNDATION			BASEMENT			INSULATION		
No. of Units	One	Foundation	Concrete Piers	Slab	None	Area Sq. Ft.	None	Roof					
No. of Stories	One	Exterior Walls	Vinyl/Stucco	Crawl Space	Yes	% Finished	N/A	Ceiling	*Adeq.	<input checked="" type="checkbox"/>			
Type (Det./Att.)	Detached	Roof Surface	Dimens. Shingle	Basement	None	Ceiling	N/A	Walls	*Adeq.	<input checked="" type="checkbox"/>			
Design (Style)	Doublewide	Gutters & Dwnspnts.	Aluminum	Sump Pump	None	Walls	N/A	Floor		<input type="checkbox"/>			
Existing/Proposed	Existing	Window Type	Alum. SH	Dampness	N/A	Floor	N/A	None		<input type="checkbox"/>			
Age (Yrs.)	18/1987 Y	Storm/Screens	No/Yes	Settlement	N/A	Outside Entry	N/A	Unknown		<input type="checkbox"/>			
Effective Age (Yrs.)	12 years	Manufactured House	YES	Infestation	N/A								

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												None
Level 1	Area	1	Area	1				4	3			1,662
Level 2												

Finished area above grade contains: 6 Rooms; 4 Bedroom(s); 3 Bath(s); 1,662 Square Feet of Gross Living Area

INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE: 1 Carport	
Floors	Carpet/Vinyl/Tile	Type	Adeq.	Refrigerator	<input type="checkbox"/>	None	<input checked="" type="checkbox"/>	Fireplace(s) #	0	None	<input type="checkbox"/>
Walls	MH/Paneling	Fuel	Cent.	Range/Oven	<input checked="" type="checkbox"/>	Stairs	<input type="checkbox"/>	Patio		Garage	# of cars
Trim/Finish	MH/Typical	Condition	Avg.	Disposal	<input checked="" type="checkbox"/>	Drop Stair	<input type="checkbox"/>	Deck		Attached	Carport
Bath Floor	Vinyl/Tile	COOLING	Adeq.	Dishwasher	<input checked="" type="checkbox"/>	Scuttle	<input type="checkbox"/>	Porch		Detached	
Bath Wainscot	Fiberglass	Central	Yes	Fan/Hood	<input checked="" type="checkbox"/>	Floor	<input type="checkbox"/>	Fence	CL/Stockade	Built-in	
Doors	MH Wood	Other	2-Wall	Microwave	<input type="checkbox"/>	Heated	<input type="checkbox"/>	Pool		Carport	1 Car
All above average condition	Condition	Avg.		Washer/Dryer	<input type="checkbox"/>	Finished	<input type="checkbox"/>	Utility Shed/158sf	<input checked="" type="checkbox"/>	Driveway	3 Cars

Additional features (special energy efficient items, etc.): Cathedral ceiling, vinyl flooring in kitchen and 2 baths, tile in 3rd bath, mica counters, painted wood cabinets, ceiling fans, window treatments, a 258sf MH utility room and a 148sf utility shed reportedly purchased 4 months ago.
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of above average quality, and have been maintained in above average condition relative to actual age. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years.
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: None adverse were noted.

UNIFORM RESIDENTIAL APPRAISAL REPORT

STA#5, Project 4043

File No. 05-16-07

ESTIMATED VALUE	Unimproved site	= \$	39,000		
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:					
Dwelling	1,662 Sq. Ft. @ \$ 55.00	= \$	91,410		
Att. MH Utility	258 Sq. Ft. @ \$ 16.00	=	4,128		
Utility Shed	146sf @ \$22.00/sf	=	3,212		
Garage/Carport	346 Sq. Ft. @ \$ 12.00	=	4,152		
Total Estimated Cost New		= \$	102,902		
Less	Physical	Functional	External		
Depreciation	30,871			= \$	30,871
Depreciated Value of Improvements		= \$	72,031		
"As-is" Value of Site Improvements		= \$	14,200		
INDICATED VALUE BY COST APPROACH		= \$	125,231		

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 = 28 years.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	26831 Stardust Drive 25-47-25-B4-00201.0500	26795 Stardust Drive 25-47-25-B4-00201.0560	11141 Safari Drive 25-47-25-B4-00205.0040	11056 Wagon Trail 25-47-25-B4-00101.0030
Proximity to Subject		0.09 mile west	0.26 mile northwest	0.47 mile northwest
Sales Price	\$ Not a Sale	\$ 119,900	\$ 92,000	\$ 118,000
Price/Gross Living Area	\$ /sf	\$ 86.14 /sf	\$ 74.31 /sf	\$ 65.85 /sf
Data and/or Verification Source	Inspection Public Records	Classic Title, Closing Agent MLS# 205011152	ORB 4650 PG 1742 FARES/Lee County	ORB 4633 PG 2240 FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Sales or Financing Concessions	FHA \$118,047		Conventional \$78,600	Conventional \$117,100
Date of Sale/Time	04/22/05		04/04/05	03/21/05
Location	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	17,846sf	8,720sf	5,100sf	8,100sf
View	Residential	Residential	Residential	Residential
Design and Appeal	Doublewide	Doublewide	Doublewide	Doublewide
Quality of Construction	MH/Good	MH/Superior	MH/Good	MH/Good
Age	Eff=12, A=18	Eff=10, A=20	Eff=13, A=13	Eff=13, A=14
Condition	Above Average	Superior	Above Average	Above Average
Above Grade	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths
Room Count	6 : 4 : 3	5 : 3 : 2	5 : 2 : 2	6 : 2 : 1.5
Gross Living Area	1,662 Sq. Ft.	1,392 Sq. Ft.	1,238 Sq. Ft.	1,792 Sq. Ft.
Basement & Finished Rooms Below Grade	None	None	None	None
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	Cent.+Wall Unit	Central/Central	Central/Central	Central/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	1 Carport	1 Carport	1 Carport	1 Carport
Porch, Patio, Deck, Fireplace(s), etc.	None	576sf Scr.Porch	240sf Scr.Porch	420sf Scr.Porch
Fence, Pool, etc.	Fenced	Fenced	Fenced	Fenced
Other Features	258sf MH Utility	112sf MH Utility	None	534sf Patio
Net Adj. (total)	+	-	+	-
Adjusted Sales Price of Comparable	\$ 129,000	\$ 129,000	\$ 121,700	\$ 123,800

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

INDICATED VALUE BY SALES COMPARISON APPROACH

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$ 125,000

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.
Conditions of Appraisal: The value reported herein is for the improved parent tract described as Lot 50, Leitner Creek Manor Unit 2, BIK 1. See the attached addendum for Analysis of Remainder Interest, Parcels 200 and 200SDE, and Summary of Analysis.
Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. Insufficient market data is available for a reliable GRM.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FMMA form 1004B (Revised 6/93).
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF May 12, 2005
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 125,000

APPRaiser: Phil Beruring, Associate
Signature: *Phil Beruring*
Name: Phil Beruring, Associate
Date Report Signed: May 13, 2005
State Certification # 0001220 St. Cert. Res. REA
Or State License #

SUPERVISORY APPRAISER (OR AS REQUIRED): J. Lee Norris, MAI, SRA
Signature: *J. Lee Norris*
Name: J. Lee Norris, MAI, SRA
Date Report Signed: May 13, 2005
State Certification # 000643 St. Cert. Gen. REA
Or State License #

Supplemental Addendum

File No. 05-18-07

COUNTY: Lee Stardust Drive Lee FL 3341354-5314
 State: FL County: Lee Zip Code: 3341354-5314
 Lee County - County Lands

is the owner.

SUMMARY OF ANALYSIS

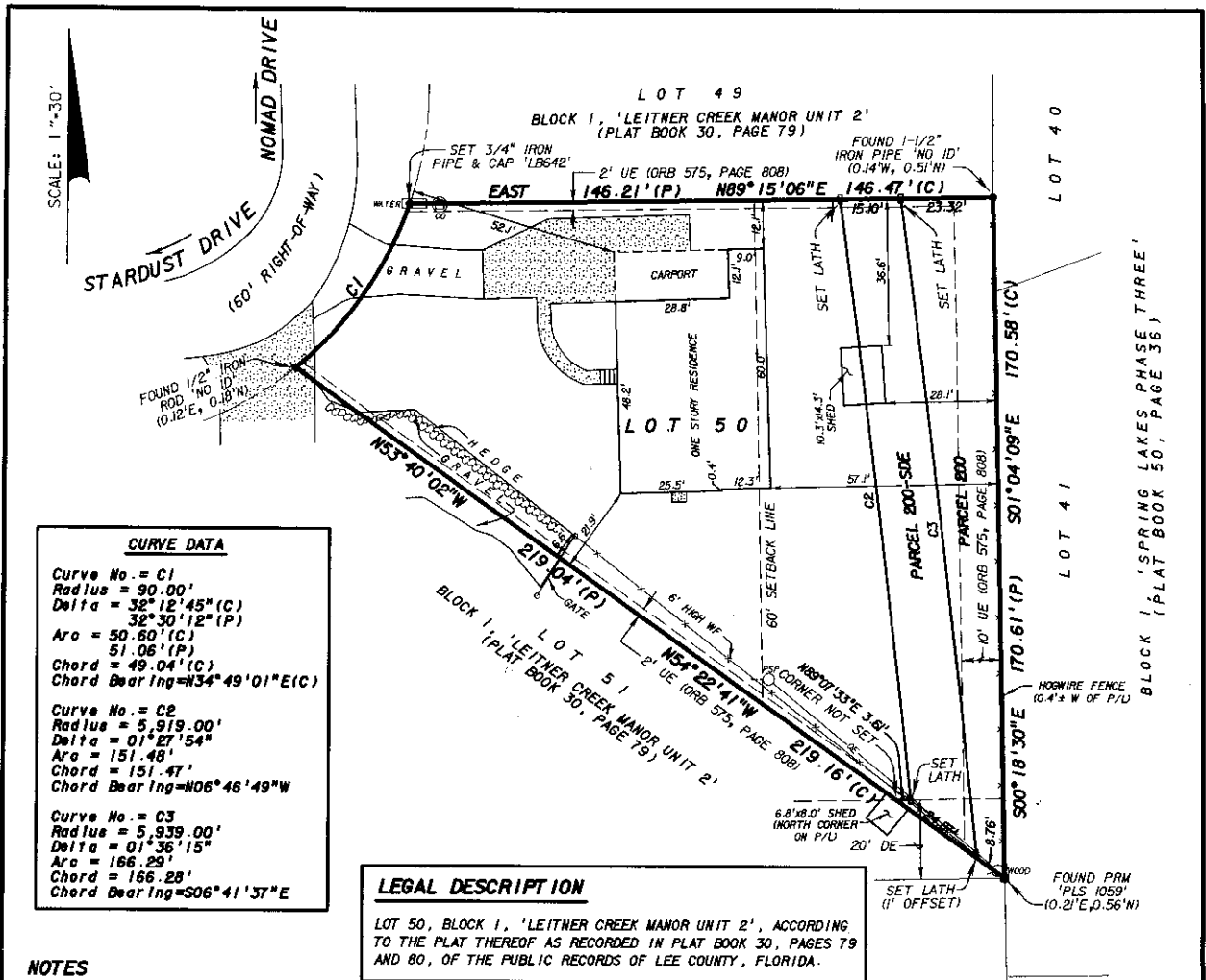
Market Value of Fee Simple Interest in Parent Parcel (Land Value)	x	17,846 sf \$2.20 per sf	\$ 39,000
Depreciated value of improvements		\$ 39,281	\$ 72,000
Site improvements contribution		\$ 72,031	\$ 14,200
Market Value in Fee Simple		\$ 14,200	\$125,200
Market Value "as is" in Fee Simple Rounded			\$125,000
Less: Remainder			
Land Portion (unencumbered)			\$21,405
12,973sf x \$2.20/sf = \$28,541 x .75 (1)			
Land Portion (encumbered)			\$ 2,982
2,410sf x \$2.20/sf = \$5,302 x .75 (2) x (.75) (1)			
Improvements			
\$86,000 - \$2,000 (3) x .75 (1)			\$63,000
Value of Part Taken			\$37,613
Total Compensation due the Property Owner			\$38,000

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

The above analysis indicates the market value in fee simple for the subject property as of May 12, 2005 was \$125,000. The total compensation due the property owner as of May 12, 2005 including 2,483 square feet of the fee area, 2,410 square feet of the slope and drainage easement, damages to the remainder, as well as a fence removal/rebuild and shed relocation was \$38,000.

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

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



CURVE DATA

Curve No. = C1
 Radius = 90.00'
 Delta = 32°12'45\" (C)
 32°30'12\" (P)
 Arc = 50.60\" (C)
 51.06\" (P)
 Chord = 49.04\" (C)
 Chord Bearing = N34°49'01\" E (C)

Curve No. = C2
 Radius = 5,919.00'
 Delta = 01°27'54\"
 Arc = 151.48'
 Chord = 151.47'
 Chord Bearing = N06°46'49\" W

Curve No. = C3
 Radius = 5,919.00'
 Delta = 01°36'15\"
 Arc = 166.29'
 Chord = 166.28'
 Chord Bearing = S06°41'37\" E

LEGAL DESCRIPTION

LOT 50, BLOCK 1, 'LEITNER CREEK MANOR UNIT 2', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 79 AND 80, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTES

- DATE OF LAST FIELDWORK: FEBRUARY 08, 2005.
- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO BEAR N01°04'09\" W.
- THERE ARE NO VISIBLE APPARENT PHYSICAL USES OTHER THAN THOSE SHOWN.
- SUBSTANTIAL VISIBLE IMPROVEMENTS OTHER THAN THOSE SHOWN, NOT LOCATED.
- THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
- SURVEYED PARCEL IS IN F.E.M.A. FLOOD ZONE \"X\" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN / NO MINIMUM BASE FLOOD ELEVATION) AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD RATE MAP (F.I.R.M.) COMMUNITY PANEL NUMBER 125124 0510 D, EFFECTIVE DATE: SEPT. 19, 1984.
- NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
- THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED.
- PARCEL CONTAINS 17,846 SQUARE FEET OR 0.46 ACRES, MORE OR LESS.
- ALL EASEMENTS SHOWN HEREON ARE RECORDED OR SHOWN ON THE PLAT.
- RECORDING REFERENCES ARE TO THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- PHYSICAL ADDRESS OF THE SUBJECT PROPERTY IS 26831 STARDUST DRIVE, BONITA SPRINGS, FL 34135.
- STRAP NUMBER OF THE SUBJECT PROPERTY IS 25-47-25-84-00201.0050.

THIS SURVEY IS ONLY FOR THE BENEFIT OF:

LEE COUNTY

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

IN MY PROFESSIONAL OPINION, AS A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND MADE IN ACCORDANCE WITH CHAPTER 472.027, FLORIDA STATUTES.

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM L.B.#642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5287

DATE SIGNED: 4/7/05
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND

(C) = CALCULATED	[Symbol] = CONCRETE
(P) = PLAT	PUE = PUBLIC UTILITY EASEMENT
—OE— = OVERHEAD ELECTRIC	DE = DRAINAGE EASEMENT
WOOD	PRM = PERMANENT REFERENCE MONUMENT
—PSP— = POWER SERVICE POLE	ORB = DENOTES OFFICIAL RECORDS BOOK
WF = WOOD FENCE	[Symbol] = ASPHALT PAVEMENT
P/L = PROPERTY LINE	[Symbol] = SEWER CLEANOUT
WATER	[Symbol] = WATER METER

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

	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	CLIENT LEE COUNTY	PROJECT THREE OAKS PARKWAY BOUNDARY SURVEY LOT 50, BLOCK 1, 'LEITNER CREEK MANOR UNIT 2'	DATE	PROJECT NO.	FILE	SCALE	SHEET
				03-29-05	20013033	25-47-25	1\"/>	

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

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

Date: January 14, 2005

Parcel: 200 & 200SDE

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

STRAP: 25-47-25-B4-00201.0500

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

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

Title to the subject property is vested in the following:

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

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

Easements:

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

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

NOTE(2): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

NOTE(3): Subject to a Judgment vs. Patricia Wright in the sum of \$4,150.00, recorded in Official Record Book 2176, Page 1062 and re-recorded in Official Record Book 2182, Page 4117, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

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

Date: January 14, 2005

Parcel: 200 & 200SDE

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

Tax Status: \$755.21 paid on 12-27-04 for Tax Year 2004.

(The end user of this report is responsible for verifying tax and/or assessment information.)

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

5-Year Sales History

Parcel No. 200, 200SDE

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS

FOREST MERE DR

NOMAD DR

NOMAD DR

NOMAD DR

NOMAD DR

Subject

WAGON TRL

TORCHFIRE TRL

SAFARI DR

TANGO DR

STARDUST DR

STARDUST DR

STARDUST DR

STARDUST DR

WAGON TRL

TOKEN CT

TOKEN CT

TOKEN CT

WAGON TRL

TORCHFIRE TRL

SAFARI DR

TOKEN CT

TORCHFIRE TRL

THIS IS NOT A MAP. IT IS A PHOTOGRAPH OF A MAP. THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 08-14-2013 BY 60322 UCBAW/STP

LEITNER CREEK HIGHLANDS



LEITNER CREEK HIGHLANDS
COMMUNITY DEVELOPMENT
11111 WAGON TRAIL
DENVER, CO 80231