

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

**Blue Sheet No. 20050884**

**1. ACTION REQUESTED/PURPOSE:** Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$375,000 for Parcel 306, 306RW, 306SDE, Three Oaks Extension Project No. 4043, pursuant to the Purchase Agreement; 2) the Division of County Lands to handle and accept all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** Makes binding offer to property owner.

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

**4. Departmental Category:** 6 *C6 DD* **5. Meeting Date:** *06-28-2005*

<b>6. Agenda:</b>	<b>7. Requirement/Purpose: (specify)</b>	<b>8. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute <span style="margin-left: 20px;"><i>73 &amp; 125</i></span>	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance _____	Department <span style="margin-left: 20px;"><u>Independent</u></span>
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code _____	Division <span style="margin-left: 20px;"><u>County Lands</u></span>
<input type="checkbox"/> Public	<input type="checkbox"/> Other _____	By: <u>Karen L.W. Forsyth, Director</u> <i>[Signature]</i>
<input type="checkbox"/> Walk-On		

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

**Interest to Acquire:** Fee simple interest, right of way easement, and slope/drainage easement in an improved, single-family residential property. (This purchase includes the total acquisition of the residential structure).

**Property Details:**  
**Owner:** Bruce Chamberlain  
**Property Address:** 24033 Roger Dodger Street, Bonita Springs, 34135  
**STRAP No.:** 14-47-25-B2-00200.0350

**Purchase Details:**  
**Binding Offer Amount:** \$375,000  
**Estimated Closing Costs:** \$4,000  
 The property owner's representative is awaiting a binding offer in order to proceed with negotiations. Therefore, staff recommends Board make a binding offer in the amount of \$375,000 to facilitate the acquisition process. (The County is responsible for future district assessments for road and drainage improvements, which are estimated to be \$14,000. The Three Oaks Parkway project will benefit from the construction of the improvements).

**Appraisal Information:**  
**Appraisal Firm:** Carlson, Norris & Associates, Inc.  
**Appraised Value:** \$355,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase (\$20,000) above the appraised value, can be justified and may secure an agreement for the purchase of the necessary parcel.

**Account:** 20404330709.506110

**Attachments:** Purchase and Sale Agreement, Appraisal Data, Title Data, Bonita Springs Recommendation, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>			<i>6/15/05</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY COUNTY ADMIN: <i>6-15-05</i>
<i>11:15</i>
COUNTY ADMIN FORWARDED TO:

RE: <i>6/15/05</i>
Date: <i>6/15/05</i>
Time: <i>8:45</i>
Forwarded To:

This document prepared by  
Lee County Division of County Lands  
Project: Three Oaks Parkway South, 4043  
Parcel: 306, 306RW, 306SDE/Chamberlain  
STRAP No.: 14-47-25-B2-00200.0350

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 Bruce Chamberlain, a single person, hereinafter referred to as SELLER, whose address is 24033 Roger Dodger Street, Bonita Springs, FL 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 parcel of land consisting of  $\pm 28,612.94$  square feet more or less, and more particularly described in Exhibit "A", attached hereto and made a part hereof, and a perpetual, non-exclusive road right of way easement consisting of  $\pm 2,408.55$  square feet more or less, and more particularly described in Exhibit "B", and a non-exclusive slope/drainage easement consisting of  $\pm 7,191.61$  square feet more or less, and more particularly described in Exhibit "C", hereinafter collectively called the Property and being located at 24033 Roger Dodger Street, Bonita Spring, Florida. This Property is being acquired for the Three Oaks Parkway South Extension, No. 4043, 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 Three Hundred Seventy-Five Thousand Dollars (\$375,000), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

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

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

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

- (a) A statutory warranty deed, a right of way easement, a slope/drainage easement (the form of the easements are attached as Exhibits "D" and "E", respectively), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

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

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

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the Property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the Purchase Price, or may terminate this Agreement without obligation.

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

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER 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, landfills, 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.

**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 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement. (Special Conditions are attached hereto and made a part hereof).

WITNESSES:

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

SELLER:

\_\_\_\_\_  
Bruce Chamberlain (DATE)

WITNESSES:

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

SELLER:

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

CHARLIE GREEN, CLERK

BUYER:  
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

**SPECIAL CONDITIONS**

**BUYER: Lee County**  
**SELLER: Chamberlain**  
**PARCEL NO.: 306, 306RW, 306SDE**

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for attorney and appraiser fees and costs, moving expenses, the home, additions, improvements, carport(s), shed(s), landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning unit(s), hot water heater(s), ceiling fans, screen enclosure(s), windows, awnings, doors and floor covering, as of the date of the BUYERS appraisal.

BUYERS authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixture(s) by SELLER may cause a delay in closing and a reduction in the Purchase Price. All additional costs associated with any breach of this covenant will be paid by the SELLER. This covenant shall survive closing.

Upon the BUYERS written acceptance of this Agreement, SELLER hereby gives permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if asbestos is present in the improvements or if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

SELLER:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Bruce Chamberlain (DATE)

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

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)



September 14, 2004

Page 1 of 2

**THREE OAKS PARKWAY**

**PARCEL 306**

**PART OF TRACT 35  
SAN CARLOS ESTATES  
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

A tract or parcel -being part of Tract 35, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25, East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of said Northeast Quarter (NE-1/4) run N 82° 32' 57" W along the north line of said Northeast Quarter (NE-1/4) for 1,018.42 feet to the northeast corner of Tract 28 of said San Carlos Estates; thence run S 00° 13' 03" E along the east line of said tract for 164.94 feet to the northeast corner of said Tract 35 and the Point of Beginning.

From said Point of Beginning continue S 00° 13' 03" E along the east line of said tract for 147.96 feet to an intersection with a non-tangent curve; thence departing said east line run northwesterly along the arc of said curve to the left, having a radius of 955.00 feet (delta 21° 39' 59") (chord bearing N 66° 54' 59" W) (chord 358.98 feet) for 361.13 feet to an intersection with the west line of said tract; thence run N 00° 13' 03" W along said west line for 50.36 feet to the northwest corner of said tract; thence run S 82° 32' 57" E along the north line of said tract for 332.68 feet to the Point of Beginning.

Containing 28,612.94 square feet or 0.66 acres, more or less.

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

20013033 Parcel 306 091404



**NOTES:**

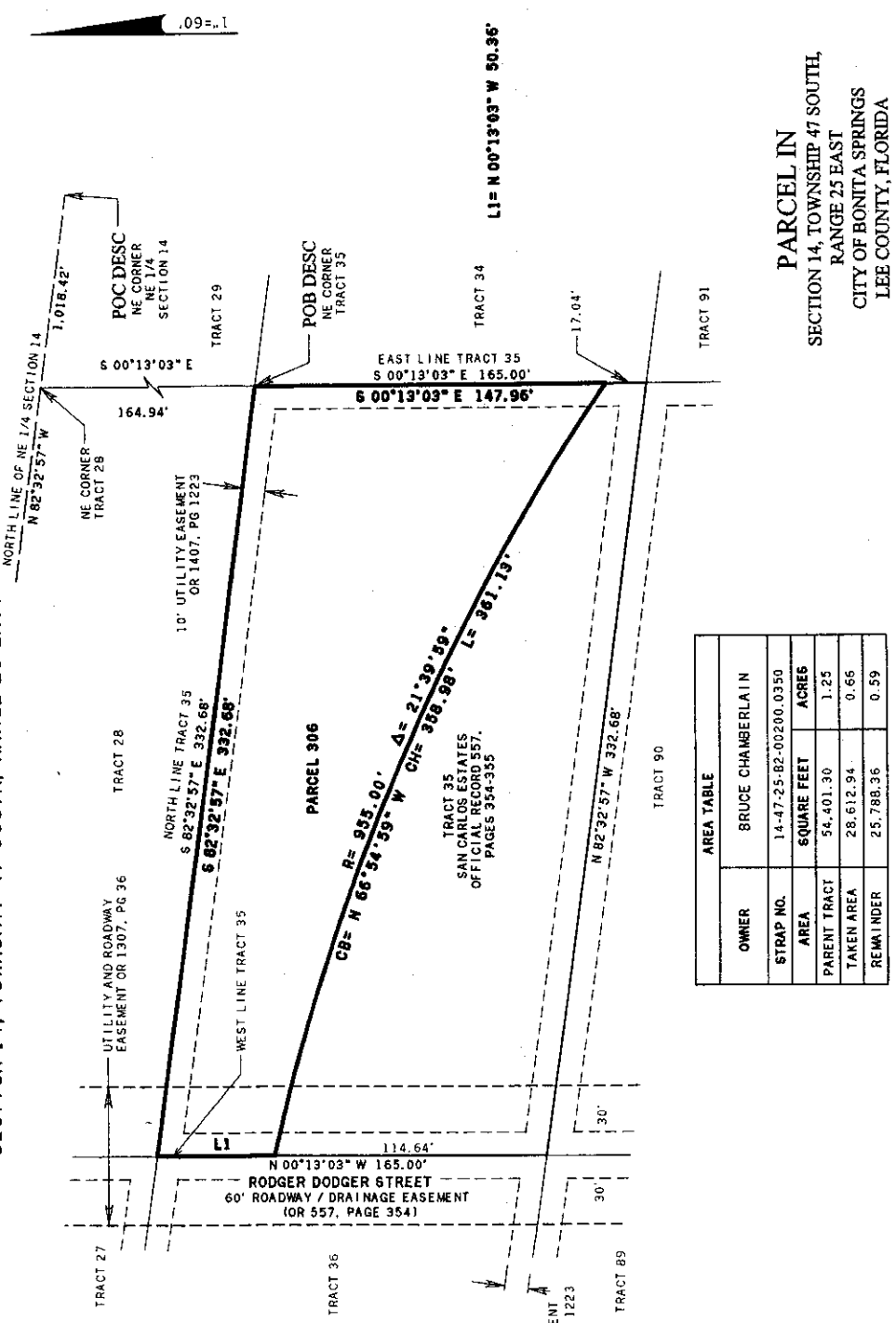
- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°32'57" W.
- THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS 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
- PARCEL CONTAINS 28.613 SQUARE FEET (0.66 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, FORT MYERS, FL 33902-1550  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NUMBER 5247  
 DATE SIGNED: 9/14/04  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

**SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST**



OWNER	BRUCE CHAMBERLAIN
STRAP NO.	14-47-25-B2-00200.0350
AREA	SQUARE FEET
PARENT TRACT	54,401.30
TAKEN AREA	28,612.94
REMAINDER	25,788.36
	ACRES
	1.25
	0.66
	0.59

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

**JOHNSON ENGINEERING**

2158 JOHNSON STREET  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (239) 334-0046  
 FAX (239) 334-3561  
 E.B. #642 & L.B. #642

PARCEL 306 - THREE OAKS PARKWAY

**SKETCH TO ACCOMPANY DESCRIPTION**

DATE	09-13-04	PROJECT NO.	20013033	FILE NO.	25-47-25	SCALE	1"=60'	SHEET	1 OF 2
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Exhibit <sup>66</sup>A<sup>93</sup>  
 Page 2 of 2

January 05, 2005

Page 1 of 2**THREE OAKS PARKWAY****PARCEL 306-RW****PART OF TRACT 35  
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 35, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25, East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of said Northeast Quarter (NE-1/4) run N 82° 32' 57" W along the north line of said Northeast Quarter (NE-1/4) for 1,018.42 feet to the northeast corner of Tract 28 of said San Carlos Estates; thence run S 00° 13' 03" E along the east line of said tract for 164.94 feet to the northeast corner of said Tract 35; thence run N 82° 32' 57" W along the north line of said tract for 332.68 feet to the northwest corner of said tract; thence run S 00° 13' 03" E along the west line of said tract for 165.00 feet to the southwest corner of said tract; thence run S 82° 32' 57" E along the south line of said tract for 30.27 to an intersection with said south line and the east line of 60-foot wide Rodger Dodger Street as shown and recorded in said Official Record Book 557, Pages 357 and 355 the Point of Beginning.

From said Point of Beginning thence run N 00° 13' 03" W along said east line of said Rodger Dodger Street, said east line being 30.00 feet from (as measured on a perpendicular and parallel with) aforementioned west line of said tract for 90.89 feet to an intersection with non-tangent curve to the right; thence departing said east line, run southerly along the arc of said curve to the right, having a radius of 68.32 feet (delta 90° 20' 22") (chord bearing S 14° 11' 01" E) (chord 96.90 feet) for 107.71 feet to an intersection with said south line of said tract; thence run N 82° 32' 57" W along said south line for 23.60 feet to the Point of Beginning.

Containing 2,408.55 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 north line of the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 32' 57" W.

20013033 Parcel 306-RW 010505

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 NE 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°32'57" 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 2,408 SQUARE FEET (10.06 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST

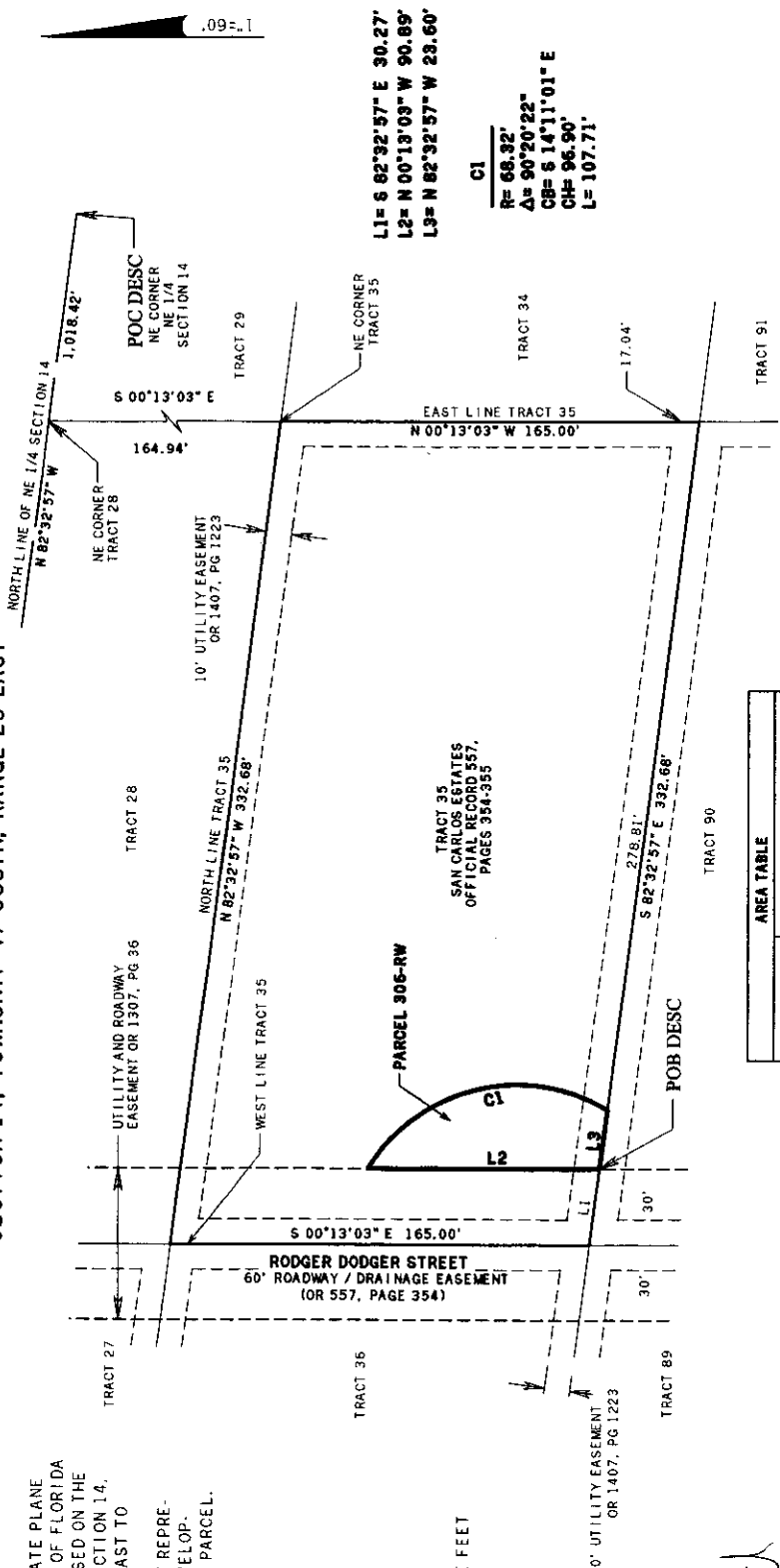
THIS IS NOT A SURVEY

*Mark G. Wentzel*

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

DATE SIGNED: 11/5/05

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



L1 = S 82°32'57" E 30.27'  
L2 = N 00°13'03" W 90.89'  
L3 = N 82°32'57" W 23.60'

CI  
R = 68.32'  
Δ = 90°20'22"  
CB = S 14°11'01" E  
CH = 96.90'  
L = 107.71'

AREA TABLE	
OWNER	BRUCE CHAMBERLAIN
STRAP NO.	14-47-25-82-00200.0350
AREA	SQUARE FEET
PARENT TRACT	ACRES
TAKEN AREA	
	2,408.55
	0.06

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

**JOHNSON**  
**ENGINEERING**

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

PARCEL 306RW - THREE OAKS PARKWAY

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01-05-05	20013033	25-47-25	1"=60'	1 OF 2



September 14, 2004

**THREE OAKS PARKWAY**

**PARCEL 306-SDE**

**PART OF TRACT 35  
SAN CARLOS ESTATES  
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

A tract or parcel being part of Tract 35, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25, East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of said Northeast Quarter (NE-1/4) run N 82° 32' 57" W along the north line of said Northeast Quarter (NE-1/4) for 1,018.42 feet to the northeast corner of Tract 28 of said San Carlos Estates; thence run S 00° 13' 03" E along the east line of said tract for 164.94 feet to the northeast corner of said Tract 35; thence continue S 00° 13' 03" E along the east line of said tract for 147.96 feet to the Point of Beginning.

From said Point of Beginning continue S 00° 13' 03" E along said east line for 17.04 feet to the southeast corner of said tract; thence run N 82° 32' 57" W along the south line of said tract for 13.24 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of said curve to the left, having a radius of 935.00 feet (delta 21° 15' 16") (chord bearing N 66° 51' 04" W) (chord 344.86 feet) for 346.85 feet to an intersection with the west line of said tract; thence run N 00° 13' 03" W along said west line for 20.49 feet to an intersection with a non-tangent curve; thence departing said west line run southeasterly along the arc of said curve to the right, having a radius of 955.00 feet (delta 21° 39' 59") (chord bearing S 66° 54' 59" E) (chord 358.98 feet) for 361.13 feet to the Point of Beginning.

Containing 7,191.61 square feet or 0.17 acres, more or less.

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

20013033 Parcel 306-SDE 091404

**NOTES:**

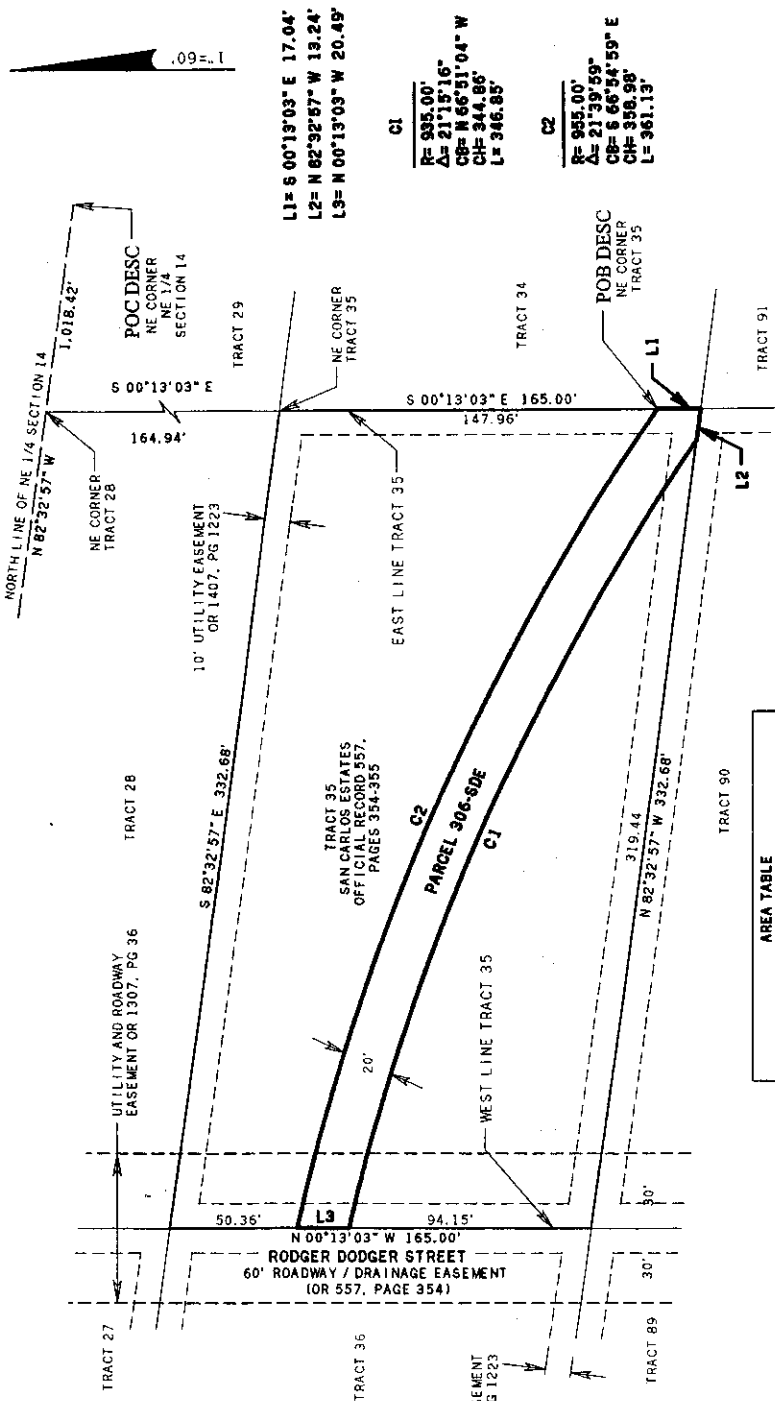
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- THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
- POC = POINT OF COMMENCEMENT.
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- OR = OFFICIAL RECORD
- PG. / PGS. = PAGE OR PAGES
- DESCRIPTION ATTACHED
- PARCEL CONTAINS 7,192 SQUARE FEET (0.17 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

*Mal Lo Wenzel*  
 MARK G. WENZEL FOR THE FIRM LB7642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NUMBER 9247

DATE SIGNED: 9/14/04  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

**SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST**



AREA TABLE	
OWNER	BRUCE CHAMBERLA IN
STRAP NO.	14-47-25-82-00200-0350
AREA	SQUARE FEET
PARENT TRACT	54,401.30
TAKEN AREA	7,191.61
	ACRES
	1.25
	0.17

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

**PARCEL 306SIDE - THREE OAKS PARKWAY  
 20 FOOT SLOPE & DRAINAGE EASEMENT**

**JOHNSON  
 ENGINEERING**

2188 JOHNSON STREET  
 FORT WORTH, TEXAS 76102-1550  
 PHONE (239) 334-0046  
 FAX (239) 334-3661  
 E.B. #642 & L.B. #642

**SKETCH TO ACCOMPANY DESCRIPTION**

DATE	09-13-04	PROJECT NO.	20013033	SCALE	1"=60'	SHEET	1 OF 2
		FILE NO.	25-47-25				

**EXHIBIT**

Page 2 of 2

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

EXHIBIT "D"

Page 1 of 5

Parcel: 306RW/Chamberlain  
Project: Three Oaks Parkway 4043  
STRAP No.: 14-47-25-B2-00200.0350

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

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between BRUCE CHAMBERLAIN, a single person, whose address is 24033 Roger Dodger Street, Bonita Springs, Florida 34135, hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 hereinafter "Grantee":

WITNESSETH:

1. For and in consideration of the sum of 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.

Grant of Perpetual Right-of-Way Easement

Project: Three Oaks Parkway 4043

Page 3

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

TWO SEPARATE WITNESSES:

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Bruce Chamberlain, GRANTOR

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_, by Bruce Chamberlain. He is personally  
known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

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





**EXHIBIT "D"**

January 05, 2005

**THREE OAKS PARKWAY**

Page 4 of 5

**PARCEL 306-RW**

**PART OF TRACT 35  
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 35, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25, East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of said Northeast Quarter (NE-1/4) run N 82° 32' 57" W along the north line of said Northeast Quarter (NE-1/4) for 1,018.42 feet to the northeast corner of Tract 28 of said San Carlos Estates; thence run S 00° 13' 03" E along the east line of said tract for 164.94 feet to the northeast corner of said Tract 35; thence run N 82° 32' 57" W along the north line of said tract for 332.68 feet to the northwest corner of said tract; thence run S 00° 13' 03" E along the west line of said tract for 165.00 feet to the southwest corner of said tract; thence run S 82° 32' 57" E along the south line of said tract for 30.27 to an intersection with said south line and the east line of 60-foot wide Rodger Dodger Street as shown and recorded in said Official Record Book 557, Pages 357 and 355 the Point of Beginning.

From said Point of Beginning thence run N 00° 13' 03" W along said east line of said Rodger Dodger Street, said east line being 30.00 feet from (as measured on a perpendicular and parallel with) aforementioned west line of said tract for 90.89 feet to an intersection with non-tangent curve to the right; thence departing said east line, run southerly along the arc of said curve to the right, having a radius of 68.32 feet (delta 90° 20' 22") (chord bearing S 14° 11' 01" E) (chord 96.90 feet) for 107.71 feet to an intersection with said south line of said tract; thence run N 82° 32' 57" W along said south line for 23.60 feet to the Point of Beginning.  
Containing 2,408.55 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 north line of the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 32' 57" W.

**Exhibit "A"**

20013033 Parcel 306-RW 010505

Page 1 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 NE 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°32'57" 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.
- DESCRPTION ATTACHED.
- PARCEL CONTAINS 2,408 SQUARE FEET (0.06 ACRES) MORE OR LESS.
- NE / N.E. = NORTHEAST.
- SE / S.E. = SOUTHEAST.
- NW / N.W. = NORTHWEST.
- SW / S.W. = SOUTHWEST.

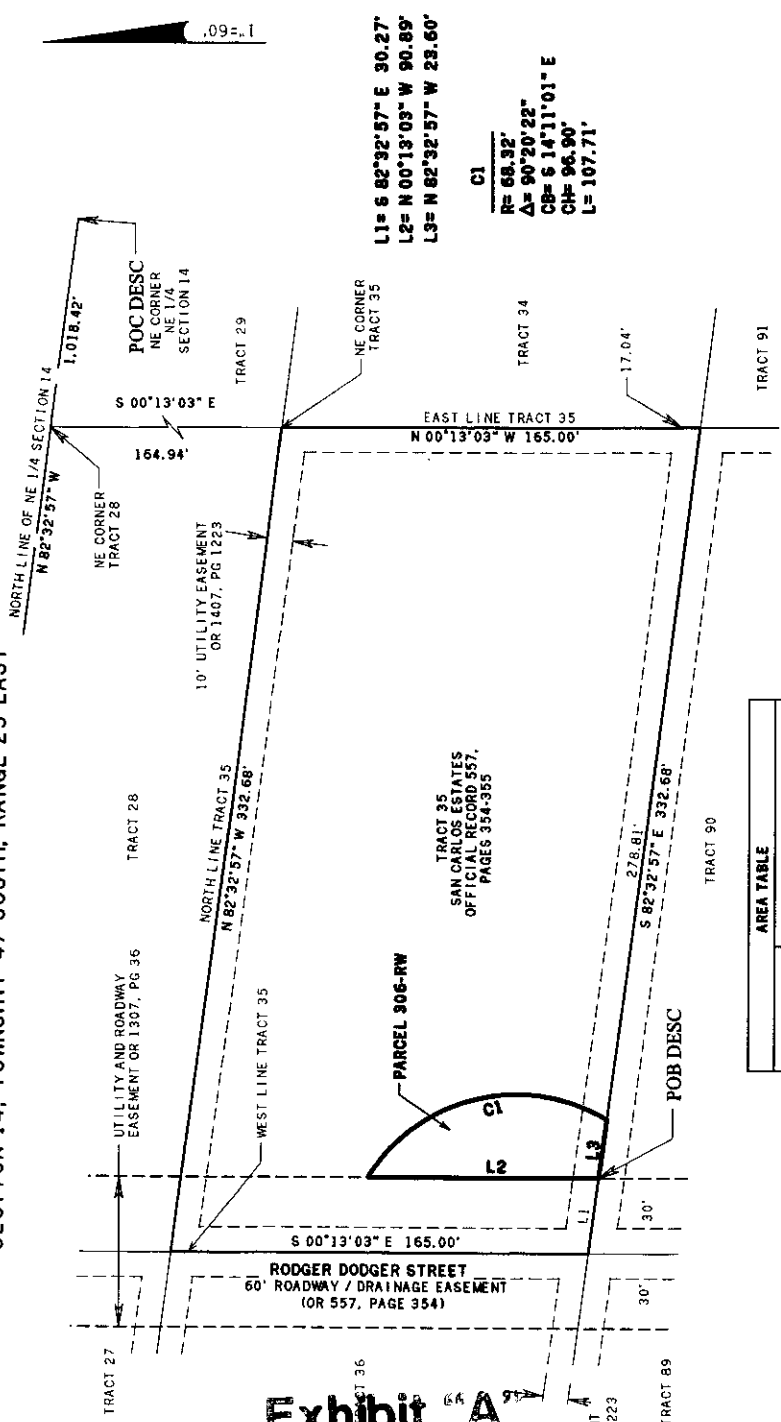
Exhibit A  
Page 2 of 2

THIS IS NOT A SURVEY

*Mark G. Wentzel*

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

DATE SIGNED: 11/5/05  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.



L1 = 6 82°32'57" E 30.27'  
L2 = N 00°13'03" W 90.89'  
L3 = N 82°32'57" W 23.60'

C1  
R = 68.32'  
Δ = 90°20'22"  
CB = 614'11" 01" E  
CH = 96.90'  
L = 107.71'

OWNER	BRUCE CHAMBERLAIN
STRAP NO.	14-47-25-82-00200.0350
AREA	SQUARE FEET
PARENT TRACT	54,401.30
TAKEN AREA	2,408.55
	ACRES
	1.25
	0.06

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

**JOHNSON**  
**ENGINEERING**

2158 JOHNSON STREET  
FORT MYER, FL 33902-1550  
PHONE (239) 334-0046  
FAX (239) 334-3663  
E.G. #642 & L.B. #642

PARCEL 306RW - THREE OAKS PARKWAY

SKETCH TO ACCOMPANY DESCRIPTION

DATE	01-05-05	PROJECT NO.	20013033	FILE NO.	25-47-25	SCALE	1"=60'	SHEET	1 OF 2
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EXHIBIT "A"  
Page 5 of 5

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

Parcel: 306-SDE/Chamberlain  
Project: Three Oaks Parkway South Extension/4043  
STRAP No.: 14-47-25-B2-00200.0350

**SLOPE/RESTORATION AND DRAINAGE EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between BRUCE CHAMBERLAIN, a single person, whose address is 24033 Roger Dodger Street, Bonita Springs, FL 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 landscaping within the easement area, that does not prevent Grantee's permitted use of the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

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

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

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

TWO SEPARATE WITNESSES:

As to Grantor:

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
BRUCE CHAMBERLAIN      Date

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bruce Chamberlain. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(type of identification)

(Seal)

\_\_\_\_\_  
(Signature of Notary Public)

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



September 14, 2004

Page 3 of 4

**THREE OAKS PARKWAY**

**PARCEL 306-SDE**

**PART OF TRACT 35  
SAN CARLOS ESTATES  
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

A tract or parcel being part of Tract 35, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25, East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of said Northeast Quarter (NE-1/4) run N 82° 32' 57" W along the north line of said Northeast Quarter (NE-1/4) for 1,018.42 feet to the northeast corner of Tract 28 of said San Carlos Estates; thence run S 00° 13' 03" E along the east line of said tract for 164.94 feet to the northeast corner of said Tract 35; thence continue S 00° 13' 03" E along the east line of said tract for 147.96 feet to the Point of Beginning.

From said Point of Beginning continue S 00° 13' 03" E along said east line for 17.04 feet to the southeast corner of said tract; thence run N 82° 32' 57" W along the south line of said tract for 13.24 feet to an intersection with a non-tangent curve; thence departing said south line run northwesterly along the arc of said curve to the left, having a radius of 935.00 feet (delta 21° 15' 16") (chord bearing N 66° 51' 04" W) (chord 344.86 feet) for 346.85 feet to an intersection with the west line of said tract; thence run N 00° 13' 03" W along said west line for 20.49 feet to an intersection with a non-tangent curve; thence departing said west line run southeasterly along the arc of said curve to the right, having a radius of 955.00 feet (delta 21° 39' 59") (chord bearing S 66° 54' 59" E) (chord 358.98 feet) for 361.13 feet to the Point of Beginning.

Containing 7,191.61 square feet or 0.17 acres, more or less.

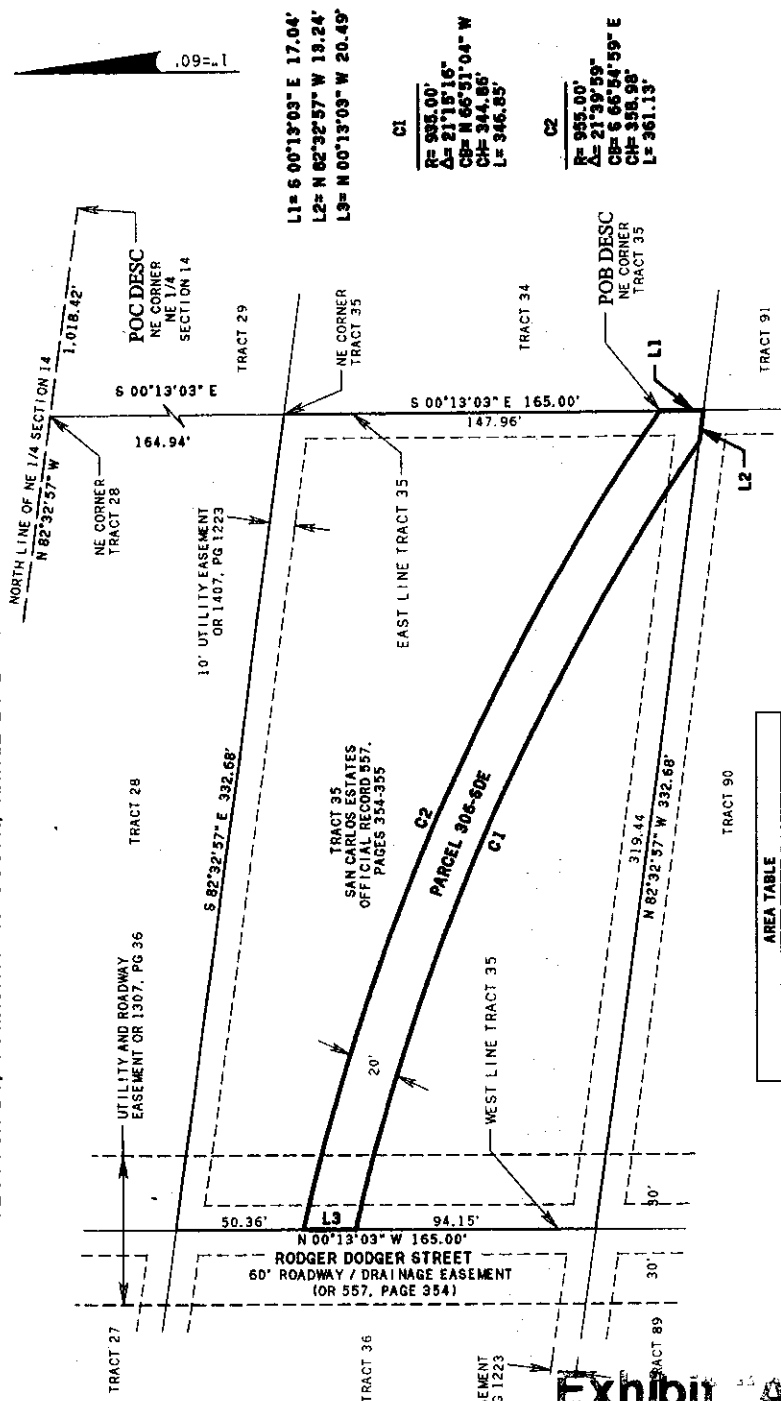
Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the north line of the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 32' 57" W.

**Exhibit "E"**

Page 1 of 2

20013033 Parcel 306-SDE 091404

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



AREA TABLE	
OWNER	BRUCE CHAMBERLAIN
STRAP NO.	14-47-25-82-00200-0350
AREA	SQUARE FEET
PARENT TRACT	54,401.30
TAKEN AREA	7,191.61
	ACRES
	1.25
	0.17

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

SKETCH TO ACCOMPANY DESCRIPTION  
DATE 09-13-04 PROJECT NO. 200130033 FILE NO. 25-47-25 SCALE 1"=60' SHEET 1 OF 2

2155 JOHNSON STREET  
FORT MYERS, FLORIDA 33902-1550  
PHONE (239) 334-0046  
FAX (239) 334-3661  
E.B. #642 & L.B. #642

**JOHNSON**  
**ENGINEERING**

PARCEL 306SIDE - THREE OAKS PARKWAY  
20 FOOT SLOPE & DRAINAGE EASEMENT

NOTES:

- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA INAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 82°32'57" 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
- DESCRPTION ATTACHED
- PARCEL CONTAINS 7,192 SQUARE FEET 10.17 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  
*Mal & Wendy*

MARK G. WENTZEL (FOR THE FIRM LB7642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NUMBER 9747  
DATE SIGNED: 9/14/04  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER

Page 2 of 2

Exhibit A

EXHIBIT "E"

Page 4 of 4

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

**PROJECT AND PARCEL NUMBER:** Three Oaks Parkway Extension 4043, Parcel Number 306 - Chamberlain

**OWNER OF RECORD:** Bruce Chamberlain

**LOCATION:** 24033 Roger Dodger Street, Bonita Springs, FL

**LAND AREA:** 54,401 square feet  
2,409 square feet (cul-de-sac)  
28,613 square feet (right of way)  
7,192 (slope/drainage easement)

**LAND AREA PART TAKEN :** Cul-de-sac easement - 2,409 square feet  
Three Oaks Right of way - 28,613 square feet  
Slope/Drainage easement - 7,192 square feet

**IMPROVEMENTS:** An eight year old single family home including 1,379 square feet of living area, 361 square feet of porch area and a detached garage with 588 square feet.

**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:** \$374,000

**ESTIMATED VALUE BY THE INCOME APPROACH:** Not applicable

**ESTIMATED VALUE BY THE SALES COMPARISON APPROACH:** \$365,000

**ESTIMATED MARKET VALUE:** \$370,000

**TOTAL COMPENSATION DUE THE PROPERTY OWNER:** \$355,000 (PART TAKEN) \*

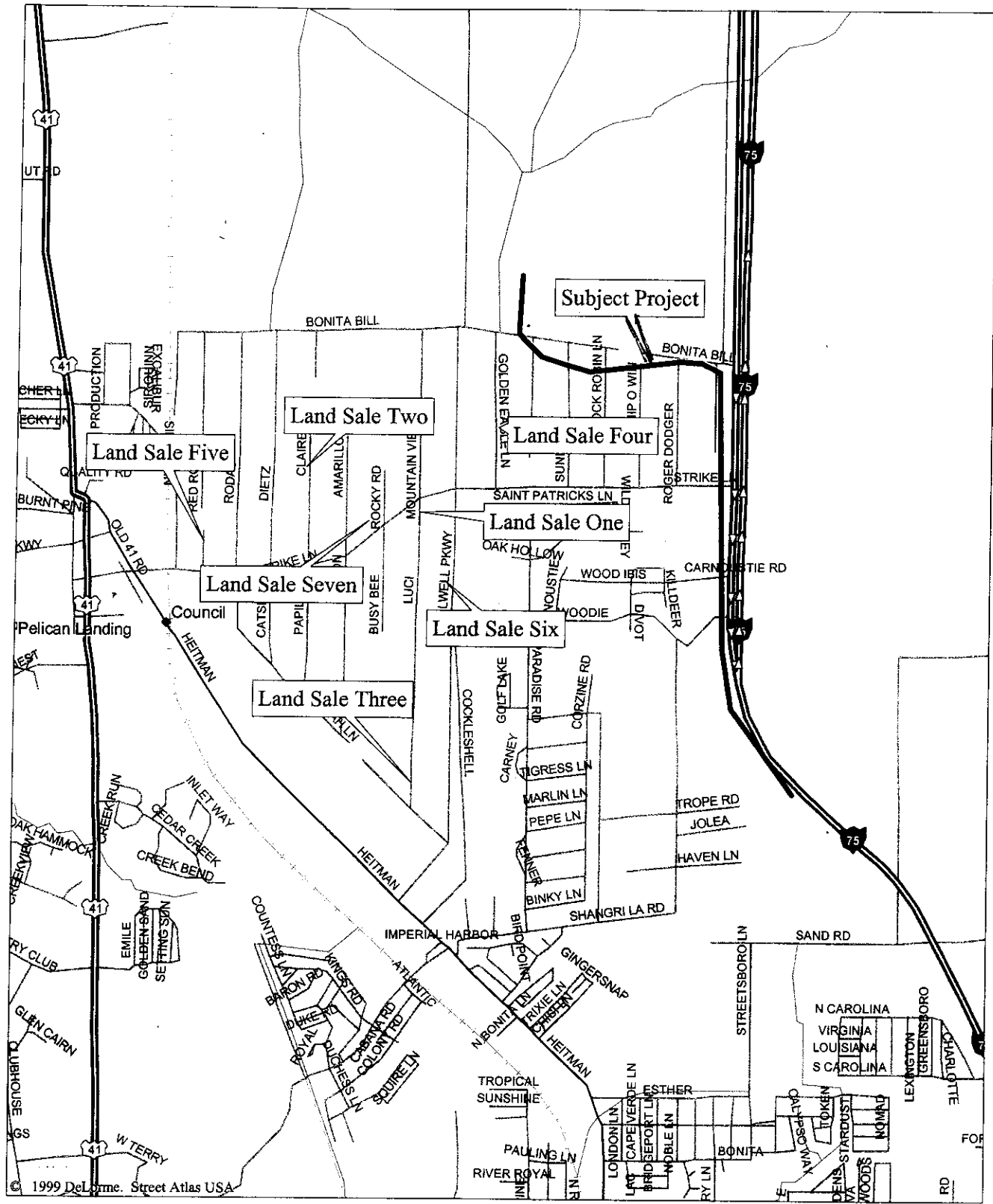
**DATE OF VALUE ESTIMATE:** May 21, 2005

**DATE OF REPORT:** June 4, 2005

**USPAP APPRAISAL TYPE:** Complete

**USPAP REPORT TYPE:** Summary

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



© 1999 Delorme. Street Atlas USA

## LAND SALES LOCATION MAP



**Division of County Lands**

**Ownership and Easement Search**

Search No. 14-47-25-B2-00200.0350

Date: October 28, 2003

Parcel: 306

Project: Three Oaks Parkway South Extension,  
Project 4043

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS *SAB*  
Property Acquisition Assistant

STRAP: 14-47-25-B2-00200.0350

Effective Date: ~~September 30, 2003~~ *5-23-05*, at 5:00 p.m.

**Subject Property:** Tract 35, 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.

Title to the subject property is vested in the following:

✓ **Bruce Chamberlain**

By that certain instrument dated January 15, 1996, recorded January 17, 1996, in Official Record Book 2668, Page 1875, 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 1407, Page 1223, Public Records of Lee County, Florida.

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

NOTE (2): Mortgage executed by Bruce Chamberlain, an unmarried man in favor of New Century Mortgage Corporation dated September 5, 2002, recorded September 17, 2002, in Official Record Book 3729, Page 1536, Public Records of Lee County, Florida. *Satisfied 4358/365P*

\* CP *4445/2551*  
**Tax Status:** Taxes paid 2002; 2003 taxes are now due and payable.

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

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

\* *MORT 046E 4347 / 3044 167,200 Principal Residential atty.*



*City of  
Bonita Springs*

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

**Jay Arend**  
Mayor

**Wayne P. Edsall**  
Councilman  
District One

**Alex Grantt**  
Councilman  
District Two

**R. Robert Wagner**  
Councilman  
District Three

**John Joyce**  
Councilman  
District Four

**David T. Piper, Jr.**  
Councilman  
District Five

**Ben L. Nelson, Jr.**  
Councilman  
District Six

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

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

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

**Public Works**  
Tel: (239) 949-6246

**Code Enforcement**  
Tel: (239) 949-6257

**Parks & Recreation**  
Tel: (239) 992-2556

**VIA FACSIMILE (239) 479-8391**

June 8, 2005

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

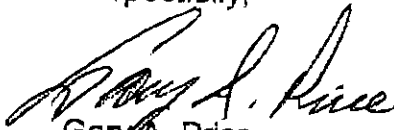
RE: Appraisal and Binding Offer – Three Oaks Parkway Extension  
Project No. 4043  
Parcels 200, 306, 307, 308, 320, 323, 338 and 341

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcels 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

# 5-Year Sales History

Parcel No. 306, 306RW, 306SDE

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**