

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

Blue Sheet No. 20050811

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcels 342 & 342-SDE, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$80,000; 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 Board avoids Eminent Domain.

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

4. Departmental Category: 6

C6E

5. Meeting Date: *06-28-2005*

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute 125
 Ordinance _____
 Admin. Code _____
 Other BS20050292
 Resolution 05-03-23

8. Request Initiated:
 Commissioner _____
 Department Independent
 Division County Lands
 By: Karen L.W. Forsyth, Director *KLF*

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Partial Fee-simple parcel and Slope & Drainage Easement from a vacant, single-family residential property.

Property Details:
Owner: Edward Pergjini
Address: 24099 Melaine Lane, Bonita Springs, 34135
STRAP No.: 14-47-25-B1-00200.1050

Purchase Details:
Purchase Price: \$80,000
Costs to Close: \$1,500

The property owner originally required \$100,000 for the property. However, through negotiations, they have now agreed to sell the property for \$80,000. (The County is responsible for a proportionate share of future district assessments for road and drainage improvements, which are estimated at \$1,000).

Appraisal Information:
Company: Carlson, Norris & Associates
Appraised Value: \$70,000

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value can be justified, considering the costs associated with condemnation proceedings are estimated to be \$4,000 - \$6,000, excluding value increases and attorney fees and costs. Staff recommends the Board approve the Action Requested.

Account: 20404330709.506110

Attachments: Purchase Agreement; Appraisal Data; Location Map; Recommendation of City of Bonita Springs; Title Data; 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mer	
<i>K. Forsyth</i>			<i>W. G. ...</i>	<i>John ...</i>	<i>W. G. ...</i>	<i>W. G. ...</i>	<i>W. G. ...</i>	<i>W. G. ...</i>	<i>W. G. ...</i>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED
 COUNTY ADMIN.
6-13-05
 1100
 FORWARDED TO:
6/14/05
 10 AM

Rec'd by CoAtty
 Date: *6-10-05*
 Time: *2:15*
 Forwarded to:
...

This document prepared by
Lee County Division of County Lands
Project: Three Oaks Parkway, 4043
Parcel: 342, 342-SDE/Pergjini
STRAP No.:14-47-25-B1-00200.1050

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 Eduard Pergjini, a married person, hereinafter referred to as SELLER, whose address is 56 Hemlock Drive, Township of Washington, New Jersey, 07676-5105, 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 .12 acre, more or less, and located at 24099 Melaine Lane, Bonita Springs, Florida 34135 and more particularly described in attached Exhibit "A", and a perpetual slope and drainage easement parcel consisting of .09 acre, more or less, and located at 24099 Melaine Lane, 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 Eighty Thousand Dollars(\$80,000), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

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

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

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

- (a) A statutory warranty deed, a slope and drainage easement (the form of the easement is attached as Exhibit "X") and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;

(e) SELLER'S attorney fees, if any.

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

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

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

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

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

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

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

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before sixty (60) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and

initialed by all parties, will control all printed provisions in conflict therewith.

18. SPECIAL CONDITIONS: Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

ARJAN ZHUPANI

JUNE 3/05

SELLER:

Eduard Pergjini

EDUARD PERGJINI

(DATE)

JUNE 3/05

WITNESSES:

Shelley Simpson

JUNE 3/05

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)



April 5, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 342

**PART OF TRACT 105
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A tract or parcel of land for right-of-way purposes, being part of Tract 105, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 through 355, in the Public Records of Lee County, Florida, lying in Section 14, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of the Northwest Quarter (NW-1/4) of said section run N 82° 29' 12" W along the north line of said Northwest Quarter (NW-1/4) for 1,378.39 feet to an intersection with a line being the center of Melaine Lane (a 60 foot Roadway and Drainage Easement) according to the map thereof of said San Carlos Estates; thence run S 00° 13' 03" E along said line for 495.00 feet to the northwest corner of said tract; thence run S 82° 29' 12" E along the north line of said tract for 195.63 feet to the Point of Beginning.

From said Point of Beginning continue S 82° 29' 12" E along said north line for 134.36 feet to the northeast corner of said tract; thence run S 00° 13' 03" E along the east line of said tract for 75.26 feet to an intersection with a non-tangent curve; thence departing said east line run northwesterly along the arc of said curve to the right, having a radius of 1,105.00 feet (delta 08° 26' 18") (chord bearing N 55° 11' 10" W) (chord 162.59 feet) for 162.74 feet to the Point of Beginning.

Containing 5,334.43 square feet or 0.12 acres, more or less.

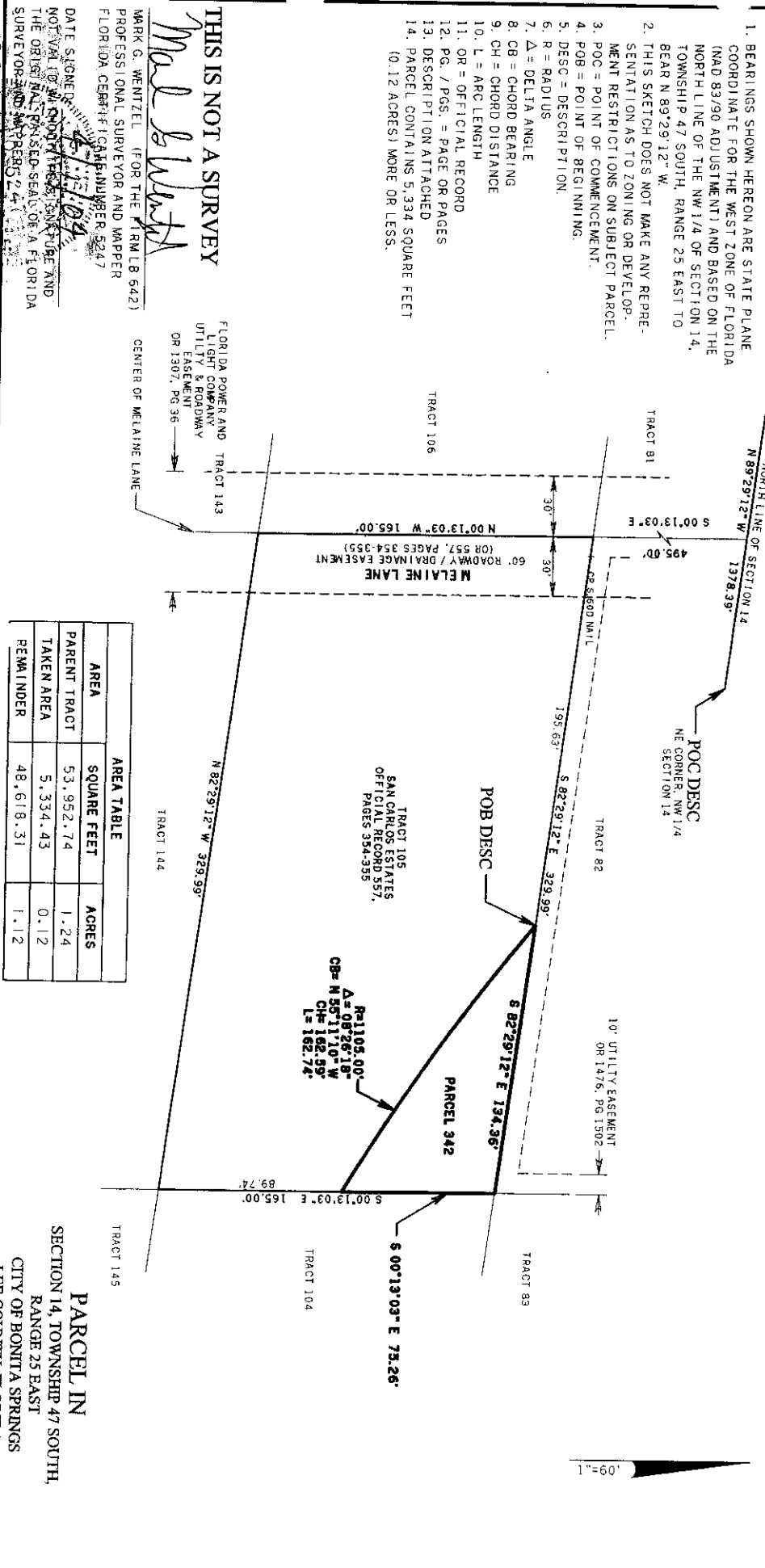
Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the north line of said Northwest Quarter (NW-1/4) of Section 14, Township 47 South, Range 25 East to bear N 82° 29' 12" W.

20013033 Parcel 342 040504

NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 89°29'12" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC = DESCRIPTION.
6. R = RADIUS.
7. Δ = DELTA ANGLE.
8. CB = CHORD BEARING.
9. CH = CHORD DISTANCE.
10. L = ARC LENGTH.
11. OR = OFFICIAL RECORD.
12. PG. / PGS. = PAGE OR PAGES.
13. DESCRIPTION ATTACHED.
14. PARCEL CONTAINS 5,334 SQUARE FEET (0.12 ACRES) MORE OR LESS.

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM LB 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247
 DATE SIGNED 6/17/04
 NOT VALID FOR ANY OTHER PURPOSES AND THE ORIGINAL PRINTED SEAL OF A FLORIDA SURVEYOR AND MAPPER IS 2/4

FLORIDA POWER AND LIGHT COMPANY
 UTILITY & ROADWAY FACILITY
 OR 1307, PG 36
 CENTER OF MELAINE LANE

AREA	SQUARE FEET	ACRES
PARENT TRACT	53,952.74	1.24
TAKEN AREA	5,334.43	0.12
REMAINDER	48,618.31	1.12

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



PARCEL 342 - THREE OAKS PARKWAY

JOHNSON ENGINEERING

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT WORTH, FLORIDA 33902-1550
 F. B. 662 E.L.R. 6642

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04-01-04	20033033	14-47-25	1"=60'	1 OF 2

SKETCH TO ACCOMPANY DESCRIPTION



April 5, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 342-SDE

**PART OF TRACT 105
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

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From said Point of Beginning continue S 82° 29' 12" E along said north line for 37.39 feet to an intersection with a non-tangent curve; thence departing said north line run southeasterly along the arc of said curve to the left, having a radius of 1,105.00 feet (delta 08° 26' 18") (chord bearing S 55° 11' 10" E) (chord 162.59 feet) for 162.74 feet to an intersection with east line of said tract; thence run S 00° 13' 03" E along said east line for 23.21 feet to an intersection with a non-tangent curve; thence departing said east line run northwesterly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 10° 40' 03") (chord bearing N 54° 40' 37" W) (chord 209.15 feet) for 209.45 feet to the Point of Beginning.

Containing 3,724.51 square feet or 0.09 acres, more or less.

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

20013033 Parcel 342-SDE 040504

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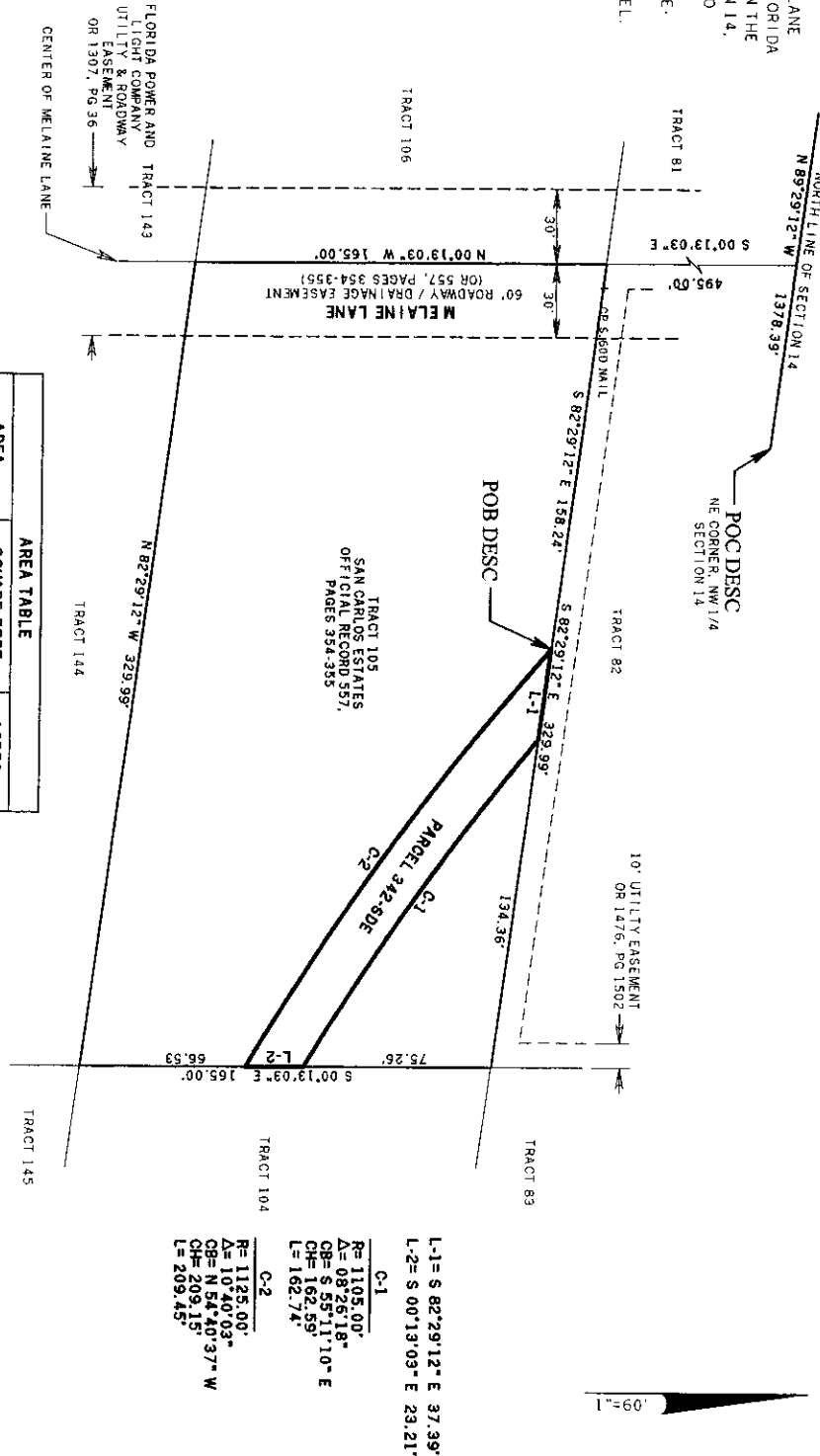
THIS IS NOT A SURVEY

MARK G. WEINZEL (FOR THE F1 M/L B 642)

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CANNOTILE NUMBER 5247

DATE: 02-26-04
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR OR MAPPER

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



L-1 = S 82°29'12" E 37.99'
L-2 = S 00°13'03" E 23.21'

C-1
R = 1105.00'
Δ = 08°26'18"
CB = S 55°11'11" E
CH = 162.59'
L = 162.74'

C-2
R = 1125.00'
Δ = 10°40'03"
CB = N 54°40'37" W
CH = 209.15'
L = 209.45'

AREA	SQUARE FEET	ACRES
PARENT TRACT	53,952.74	1.24
TAKEN AREA	3,724.51	0.09

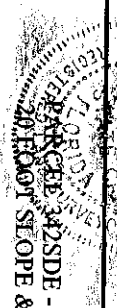
PARCEL IN
SECTION 14, TOWNSHIP 47 SOUTH,
RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 11550
FORT WORTH, TEXAS 76112
PHONE: (817) 333-9922
FAX: (817) 333-9561
E.B. #642 R.L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
02-26-04	20013033	14-47-25	1"=60'	1 OF 2



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

Exhibit "X"

Page 1 of 4

Parcel: 342-SDE/Pergjini
Project: Three Oaks Parkway South Extension/4043
STRAP No.: 14-47-25-B1-00200.1050

SLOPE/RESTORATION AND DRAINAGE EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____, between EDUARD PERGJINI, a married person, whose address is 56 Hemlock Drive, Washington Township, New Jersey, 07676-5105 , (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 or foliage within 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.

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

Page 2 of 4

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

EDUARD PERGJINI

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 Eduard Pergjini. 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)



Exhibit "X"

April 5, 2004

Page 3 of 4

THREE OAKS PARKWAY

PARCEL 342-SDE

**PART OF TRACT 105
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

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From said Point of Beginning continue S 82° 29' 12" E along said north line for 37.39 feet to an intersection with a non-tangent curve; thence departing said north line run southeasterly along the arc of said curve to the left, having a radius of 1,105.00 feet (delta 08° 26' 18") (chord bearing S 55° 11' 10" E) (chord 162.59 feet) for 162.74 feet to an intersection with east line of said tract; thence run S 00° 13' 03" E along said east line for 23.21 feet to an intersection with a non-tangent curve; thence departing said east line run northwesterly along the arc of said curve to the right, having a radius of 1,125.00 feet (delta 10° 40' 03") (chord bearing N 54° 40' 37" W) (chord 209.15 feet) for 209.45 feet to the Point of Beginning.

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Exhibit "A"

Page 1 of 2

20013033 Parcel 342-SDE 040504

NOTES:

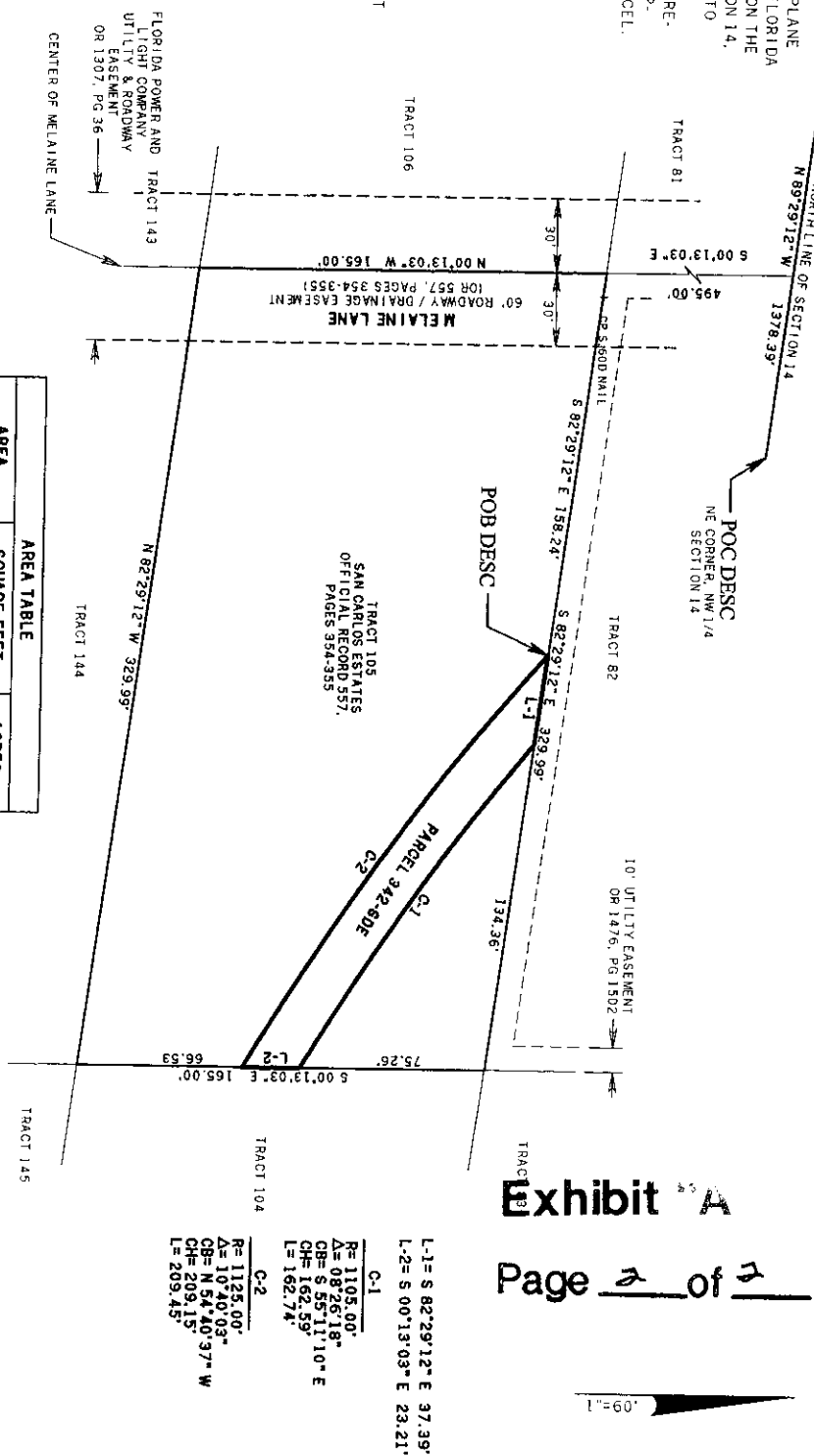
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Mark G. Wentzel

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 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247
 DATE SURVEYED: 02-26-04
 NOT VALID WITHOUT THE SIGNATURE AND
 ORIGINAL RAISED SEAL OF A FLORIDA
 SURVEYOR AND MAPPER

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



AREA TABLE		
AREA	SQUARE FEET	ACRES
PARENT TRACT	53,952.74	1.24
TAKEN AREA	3,724.51	0.09

JOHNSON ENGINEERING
 2156 JOHNSON STREET
 FORT WORTH, TEXAS 76104
 PHONE: (817) 339-2156
 FAX: (817) 339-2156
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
02-26-04	20013033	14-47-25	1"=60'	1 OF 2

SUMMARY OF ANALYSIS
Project 4043-Three Oaks Parkway Extension
Parcel 342

Market Value of Fee Simple Interest in Parent Parcel	x	53,953 sf <u>\$3.80</u> per sf		\$205,021
				\$205,021
less: remainder area				
\$3.80 per sf times .75 (1-.25**)	x	44,894 sf <u>\$2.85</u> per sf		
				\$127,948
less: remainder in slope/drainage easement				
\$3.80 per sf times .50 (1 - (.25*+.25**))	x	3,725 sf <u>\$1.90</u> per sf		
remainder value for land within proposed easement				\$7,078
Total Value of Remainder				\$135,026
Subtract Value of Remainder from Parent Parcel Value				
Total Compensation Due the Property Owner				\$69,995
rounded too				<u><u>\$70,000</u></u>

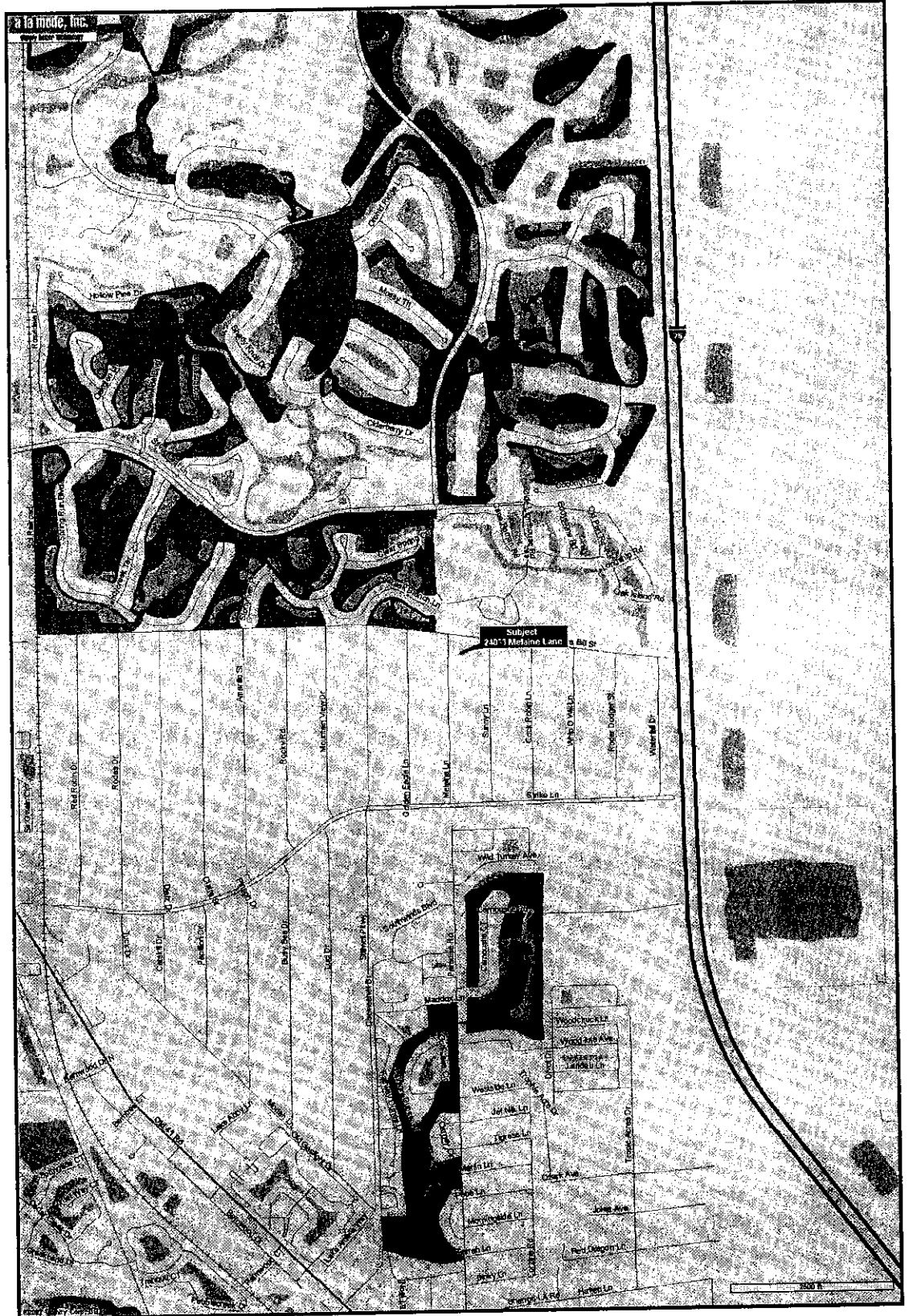
*slope/drainage impact, ** locational obsolescence

Analysis Confirmation

Part Taken in Fee for Three Oaks Extension	x	5,334 sf <u>\$3.80</u> per sf		\$20,269
				\$20,269
Add-Part Taken- Slope/Drainage Easement				
\$3.80 per sf times .50 (*.25+**.25))	x	3725 sf <u>\$1.90</u> per sf		
				\$7,078
Add-Part Taken-Impact on Remainder				
\$3.80 per sf times .25 (**locational obsolescence)	x	44,894 <u>\$0.95</u> per sf		
				\$42,649
Total Market Value of Part Taken or				
Total Compensation Due the Property Owner				\$69,996
rounded to				<u><u>\$70,000</u></u>

Location Map

Broker/Client		Parcel 32	Three Oaks Parkway Extension Project No. 41
Property Address	2403 ⁹ Melaine Lane	State	FL
City	Bonita Springs	County	Lee
Lender	Lee County - County Lands	Zip Code	34135





VIA FACSIMILE (239) 479-8391

June 6, 2005

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

RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 342 & 342SDE/Pergjini

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcel are reasonable and purchase is recommended by my office.

If you need further authorization, feel free to contact me.

Respectfully

Gary A. Price
Gary A. Price
City Manager

GAP/kd

cc: Ken Hoffman, Community Project Coordinator

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

Division of County Lands

Ownership and Easement Search

Search No. 14-47-25-B1-00200.1050

Date: January 20, 2004

Parcel: 342

Project: Three Oaks Parkway South, Project 4043

To: J. Keith Gomez
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 14-47-25-B1-00200.1050

Effective Date: December 18, 2003, at 5:00 p.m.

Subject Property: Tract 105, 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 and 355.

Title to the subject property is vested in the following:

Eduard Pergjini

By that certain instrument dated July 27, 1992, recorded September 10, 1992, in Official Record Book 2325, Page 4239, Public Records of Lee County, Florida.

Easements:

1. Dedication of Easements to San Carlos Estates Drainage District, recorded in Official Record Book 535, Page 826, Public Records of Lee County, Florida.
2. Non-exclusive utility and roadway easements to Florida Power and Light Company and abutting owners for roadways shown on plat of San Carlos Estates recorded in Official Record Book 557, Page 354-355, as referenced on Warranty Deed recorded in Official Record Book 1307, Page 36, 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): Deed recorded September 10, 1992, in Official Record Book 2325, Page 4239, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Tax Status: 2003 taxes are now due and payable.

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

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

5-Year Sales History

Parcel No. 342/342-SDE

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS