

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

Blue Sheet No. 20050826

1. **ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$81,290 for Parcels 106 and 106SE, Three Oaks Extension Project No. 4043, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle and accept all documentation necessary to complete transaction.
2. **WHAT ACTION ACCOMPLISHES:** Makes a binding offer to property owner.
3. **MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested

C6J

4. Departmental Category: 6

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

6. Agenda:

Consent

Administrative

Appeals

Public

Walk-On

7. Requirement/Purpose: (specify)

Statute 73 & 125

Ordinance

Admin. Code

Other

8. Request Initiated:

Commissioner _____

Department _____ Independent

Division _____ County Lands *KS*

By: Karen L.W. Forsyth, Director *KLW*

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Partial Fee-Simple interest (106) and Slope Easement (106SE) in vacant residential property.

Property Details:

Owner: J. Stephen Crawford, Trustee
Address: 11567 Forest Mere Drive, Bonita Springs, 34135
STRAP No.: 25-47-25-B3-01001.0390

Purchase Details:

Purchase Price: \$81,290
Estimated Closing Costs: \$1,500

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$81,290, and commence Eminent Domain procedures.

Appraisal Information:

Company: Carlson, Norris & Associates
Value: \$73,800

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value (10%) can be justified and may entice the property owner to sell the required property without the full expense of an Eminent Domain action.

Account: 20404330709.506110

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

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>K. Forsyth</i>			<i>DAW/WR</i>	<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i>
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date: *6/15/05*
Time: *4:00*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
6-15-05
11:15
COUNTY ADMIN
FORWARDED TO: *[Signature]*
6/15/05

This document prepared by
Lee County Division of County Lands
Project: Three Oaks Parkway, 4043
Parcel: 106/106SE
STRAP No.: 25-47-25-B3-01001.0390

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 J. STEPHEN CRAWFORD, TRUSTEE, AS TRUSTEE OF THE BONITA PRESERVE LAND TRUST, CREATED BY A DECLARATION OF TRUST AND LAND TRUST AGREEMENT, DATED MAY 15, 2001, hereinafter referred to as SELLER, whose address is 28000 Spanish Wells Boulevard, 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 ±6,387.46 square feet, located at 11567 Forest Mere Drive, Bonita Springs, and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope easement consisting of ±1,030.45 square feet, located at 11567 Forest Mere Drive, Bonita Springs and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference; hereinafter collectively called "the Property." This Property will be acquired for the Three Oaks Parkway South Extension Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be Eighty-One Thousand Two Hundred Ninety Dollars(\$81,290), 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 easement (the form of the easement is attached as Exhibit "X"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;

- (d) payment of partial release of mortgage fees,
if any;
- (e) SELLER'S attorney fees, if any.

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

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

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

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

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

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

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER 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 also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

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

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

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before ninety (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.

WITNESSES:

SELLER:

J. STEPHEN CRAWFORD, (DATE)
TRUSTEE, AS TRUSTEE OF THE BONITA
PRESERVE LAND TRUST, CREATED BY A
DECLARATION OF TRUST AND LAND
TRUST AGREEMENT, DATED MAY 15,
2001

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 106

**PART OF LOT 39, BLOCK 1
SPRING LAKES PHASE THREE
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 39, Block 1, Spring Lakes Phase Three, according to the plat thereof recorded in Plat Book 50, Pages 36 through 38, 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 southwest corner of the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of said section run N 01° 04' 09" W along the west line of said Southeast Quarter (SE-1/4) for 251.31 feet to the southwest corner of said Lot 39 and the Point of Beginning.

From said Point of Beginning continue N 01° 04' 09" W along the west line of said lot for 74.98 feet to the northwest corner of said lot; thence run N 88° 55' 51" E along the north line of said lot for 80.23 feet to an intersection with a non-tangent curve; thence departing said north line run southeasterly along the arc of said curve to the right, having a radius of 6,061.00 feet (delta 00° 42' 53") (chord bearing S 08° 29' 25" E) (chord 75.61 feet) for 75.61 feet to an intersection with the south line of said lot; thence run S 88° 55' 51" W along said south line for 90.00 feet to the Point of Beginning.

Containing 6,387.46 square feet or 0.15 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 said Section 25, Township 47 South, Range 25 East to bear N 01° 04' 09" W.

20013033 Parcel 106 102004

NOTES:

1. 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.
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 6,387 SQUARE FEET (0.15 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 CERT. NO. 121868 5247

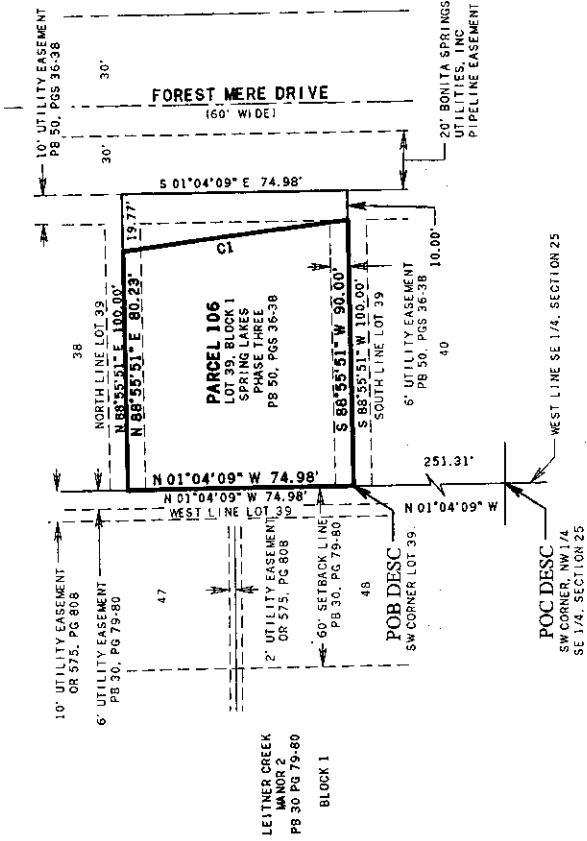
DATE SIGNED: 04/26/04
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL TRAP SEALS OF A FLORIDA SURVEYOR AND MAPPER.

PARCEL 106 - THREE OAKS PARKWAY

JOHNSON ENGINEERING

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

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



AREA TABLE		
AREA	SQUARE FEET	ACRES
PARENT TRACT	7,497.79	0.17
TAKEN AREA	6,387.46	0.15
REMAINDER	1,110.33	0.03

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

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04-06-04	20013033	25-47-25	1"=50'	1 OF 2

Exhibit A
 Page 2 of 2

October 20, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 106-SE

**PART OF LOT 39, BLOCK 1
SPRING LAKES PHASE THREE
LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

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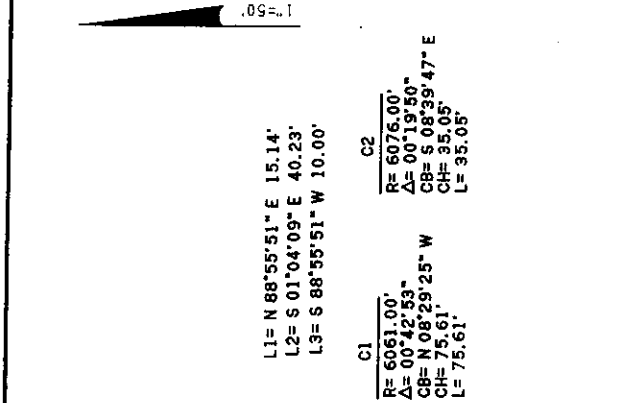
From the southwest corner of the Northwest Quarter (NW-1/4) of the Southeast Quarter (SE-1/4) of said section run N 01° 04' 09" W along the west line of said Southeast Quarter (SE-1/4) for 251.31 feet to the southwest corner of said Lot 39; thence run N 88° 55' 51" E along the south line of said lot for 90.00 feet to an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning, departing said south line, run northwesterly along the arc of said curve to the left, having a radius of 6,061.00 feet (delta 00° 42' 53") (chord bearing N 08° 29' 25" W) (chord 75.61 feet) for 75.61 feet to an intersection with the north line of said lot; thence run N 88° 55' 51" E along said north line for 15.14 feet to an intersection with a non-tangent curve; thence departing said north line run southeasterly along the arc of said curve to the right, having a radius of 6,076.00 feet (delta 00° 19' 50") (chord bearing S 08° 39' 47" E) (chord 35.05 feet) for 35.05 feet to an intersection with a non-tangent line and the west line of Forest Mere Drive (60.00 feet wide) as shown on the plat of said Spring Lakes Phase Three; thence run S 01° 04' 09" E along the east line of said lot for 40.23 feet to the southeast corner of said lot; thence run S 88° 55' 51" W along the south line of said lot for 10.00 feet to the Point of Beginning.

Containing 1,030.45 square feet or 0.02 acres, more or less.

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

20013033 Parcel 106-SE 102004



NOTES:

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- PARCEL CONTAINS 1.030 SQUARE FEET (10.02 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. Wenzel

MARK G. WENZEL (FOR THE F.M.L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247

DATE SIGNED: 6/7/04

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

AREA TABLE	
OWNER	J. STEPHEN CRAWFORD
STRAP NO.	25-47-25-B3-01001.0390
AREA	SQUARE FEET
PARENT TRACT	7,497.79
TAKEN AREA	1,030.45
	ACRES
	0.17
	0.02

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

SKETCH TO ACCOMPANY DESCRIPTION

DATE 05-26-04 PROJECT NO. 20013033 FILE NO. 25-47-25 SCALE 1"=50' SHEET 1 OF 2

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

JOHNSON ENGINEERING

PARCEL 106SE - THREE OAKS PARKWAY SLOPE EASEMENT

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

Parcel: 106SE
Project: Three Oaks Parkway, 4043
STRAP No.: 25-47-25-B3-01001.0390

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
between J. STEPHEN CRAWFORD, TRUSTEE, AS TRUSTEE OF THE BONITA PRESERVE
LAND TRUST, CREATED BY A DECLARATION OF TRUST AND LAND TRUST AGREEMENT,
DATED MAY 15, 2001, whose address is 28000 Spanish Wells Boulevard, 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 slope/restoration 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/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.
4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may authorize the installation of utilities or may plant foliage within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

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:

1st Witness Signature

J. STEPHEN CRAWFORD, (DATE)
TRUSTEE, AS TRUSTEE OF THE BONITA
PRESERVE LAND TRUST, CREATED BY A
DECLARATION OF TRUST AND LAND TRUST
AGREEMENT, DATED MAY 15, 2001

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 J. Stephen Crawford, Trustee, as Trustee of the Bonita Preserve Land Trust, created by Declaration of Trust and Land Trust Agreement, dated May 15, 2001. He is personally known to me or who has produced _____ as identification.
(type of identification)

(Signature of Notary Public)

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

October 20, 2004

THREE OAKS PARKWAY

PARCEL 106-SE

**PART OF LOT 39, BLOCK 1
SPRING LAKES PHASE THREE
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, departing said south line, run northwesterly along the arc of said curve to the left, having a radius of 6,061.00 feet (delta 00° 42' 53") (chord bearing N 08° 29' 25" W) (chord 75.61 feet) for 75.61 feet to an intersection with the north line of said lot; thence run N 88° 55' 51" E along said north line for 15.14 feet to an intersection with a non-tangent curve; thence departing said north line run southeasterly along the arc of said curve to the right, having a radius of 6,076.00 feet (delta 00° 19' 50") (chord bearing S 08° 39' 47" E) (chord 35.05 feet) for 35.05 feet to an intersection with a non-tangent line and the west line of Forest Mere Drive (60.00 feet wide) as shown on the plat of said Spring Lakes Phase Three; thence run S 01° 04' 09" E along the east line of said lot for 40.23 feet to the southeast corner of said lot; thence run S 88° 55' 51" W along the south line of said lot for 10.00 feet to the Point of Beginning.

Containing 1,030.45 square feet or 0.02 acres, more or less.

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Exhibit "A"

Page 1 of 2

20013033 Parcel 106-SE 102004

NOTES:

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14. PARCEL CONTAINS 1.030 SQUARE FEET (0.02 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST

THIS IS NOT A SURVEY

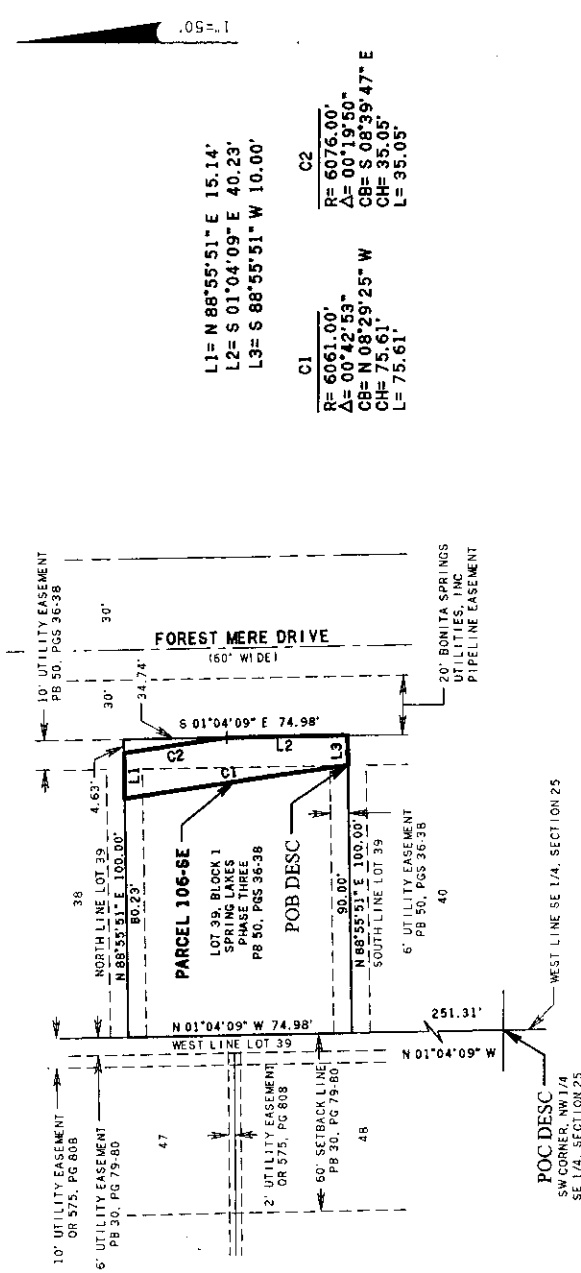
Mal Blumenthal
 MARK G. WENZEL (FOR THE F.M.L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NUMBER 5247

DATE SIGNED: 6/7/04
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

Exhibit A

Page 2 of 2

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



C1
 R= 6061.00'
 A= 00°42'53"
 CB= N 08°29'25" W
 CH= 75.61'
 L= 75.61'

C2
 R= 6076.00'
 A= 00°19'50"
 CB= S 08°39'47" E
 CH= 35.05'
 L= 35.05'

L1= N 88°55'51" E 15.14'
 L2= S 01°04'09" E 40.23'
 L3= S 88°55'51" W 10.00'

AREA TABLE	
OWNER	J. STEPHEN CRAWFORD
STRAP NO.	25-47-25-B3-01001-0390
AREA	SQUARE FEET
PARENT TRACT	7,497.79
TAKEN AREA	1,030.45
	ACRES
	0.17
	0.02

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

PARCEL 106SE - THREE OAKS PARKWAY
 SLOPE EASEMENT

JOHNSON
ENGINEERING

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

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05-26-04	20013033	25-47-25	1"=50'	1 OF 2

Exhibit "X"

Page 4 of 4

SUMMARY OF ANALYSIS
Project 4043-Three Oaks Parkway Extension
Parcel 106

Market Value of Fee Simple Interest in Parent Parcel	x	7,498 sf \$10.00 per sf		\$ 74,980
		\$74,980		
less: remainder area		81 sf		
\$10.00 per sf times .20 (1-.25**+.55***)	x	\$2.00 per sf		
		\$162		
less: remainder in slope easement		1,030 sf		
\$10.00 per sf times .10 (1 - (.20*+.25**+.45***)	x	\$1.00 per sf		
remainder value for land within proposed easement		\$1,030		
Value of Remainder		\$ 1,192		\$ 1,192
Subtract Value of Remainder from Parent Parcel Value				
Total Compensation Due the Property Owner				\$ 73,788
rounded too				<u>\$ 73,800</u>

*slope impact, ** locational obsolescence, *** buildability

Analysis Confirmation

Part Taken in Fee	x	6,388 sf \$10.00 per sf		\$63,880
		\$63,880		
Add-Part Taken- Remainder w/o Slope		81 sf		
	x	\$ 8.00 per sf		
		\$ 648		
Add-Part Taken-Slope Easement		1,030		
	x	\$ 9.00 per sf		
		\$ 9,270		
Total Market Value of Part Taken or				
Total Compensation Due the Property Owner				\$73,798
rounded to				<u>\$73,800</u>

05-39-106sum

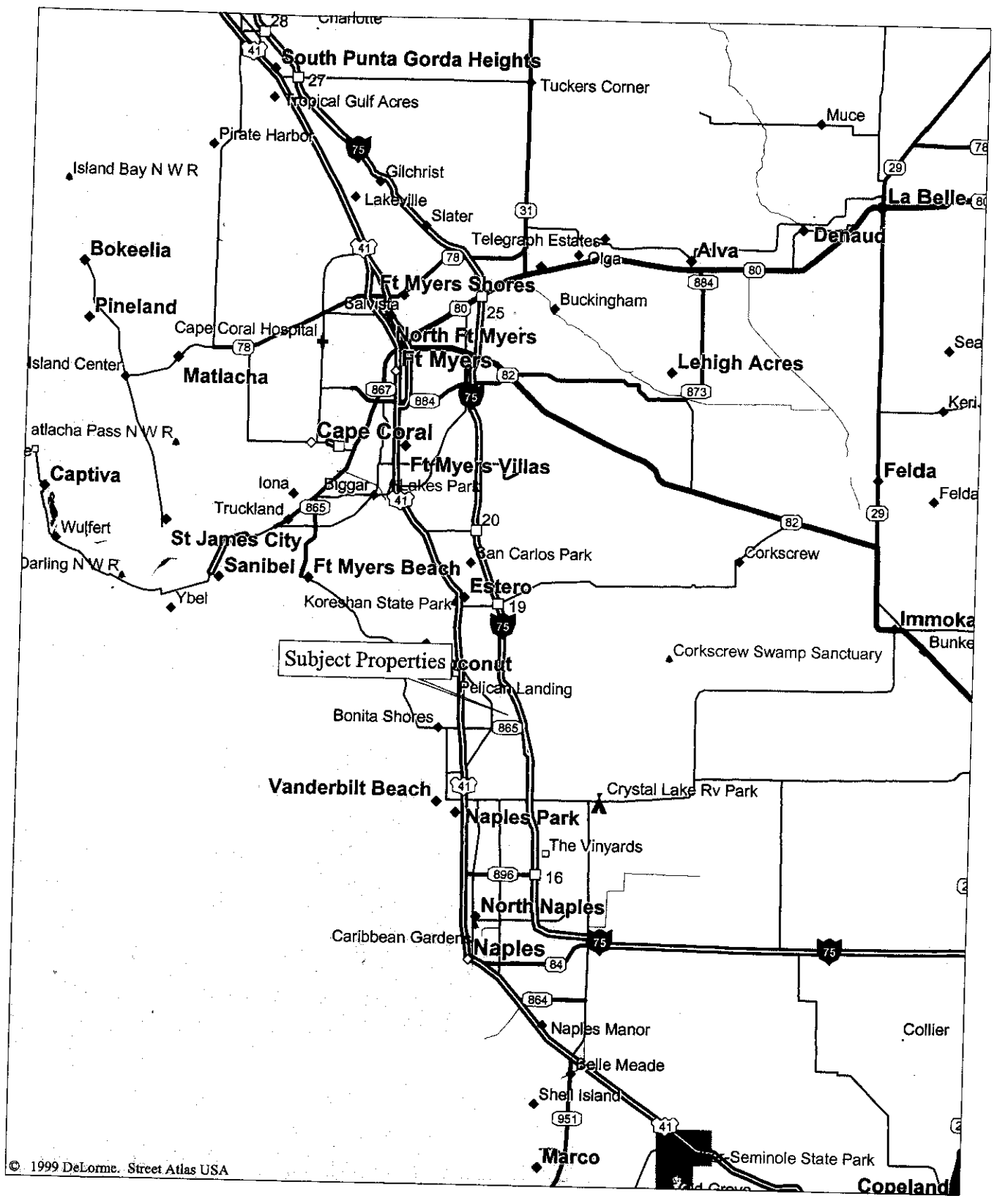
Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

TOTAL COMPENSATION DUE THE PROPERTY OWNER (\$73,800.00)

Appraiser: J. Lee Norris MAI, SRA
State Certified General Appraiser
RZ #0000643



Carlson, Norris and Associates, Inc.



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LOCATION MAP

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

Search No. 25-47-25-B3-01001.0390

Date: January 11, 2005

Parcel: 106 & 106SE

Project: Three Oaks Parkway 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-B3-01001.0390

Effective Date: November 29, 2004, at 5:00 p.m.

Subject Property: Lot 39, Block 1, Spring Lakes, Phase Three, a subdivision, according to the plat thereof recorded in Plat Book 50, Page 36, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

J. Stephen Crawford, Trustee, as Trustee of the Bonita Preserve Land Trust, created by a Declaration of Trust and Land Trust Agreement, dated 5-15-01.

By that certain instrument dated January 28, 2002, recorded March 14, 2002, in Official Record Book 3597, Page 4728, Public Records of Lee County, Florida.

Easements:

1. Declaration of Covenants, Restrictions, Easements, Changes and Liens for Forest Mere, recorded in Official Record Book 1716, Page 3219 and corrected by Official Record Book 1784, Page 4258, Public Records of Lee County, Florida.
2. All lots are subject to a 10 foot wide utility easement on all right of way lines, all lots are subject to a 6 foot wide utility easement on side lot lines. The 6 foot wide utility lot line easements are for underground utilities but are limited if used to one side of any lot. Drainage and Maintenance Access Easements and roads are dedicated to all lot owners. Utility easements are dedicated to the perpetual use of the public. All roads are public utility easements. All as recited on the plat "Spring Lakes Phase Three" Plat Book 50, Page 36, Public Records of Lee County, Florida.
3. Subject to restrictions in deed recorded in Official Record Book 3597, Page 4728, Public Records of Lee County, Florida.

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

Search No. 25-47-25-B3-01001.0390

Date: January 11, 2005

Parcel: 106 & 106SE

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

NOTE 1) Subject to a mortgage between Forest Mere Joint Venture (mortgagor) and Ernest Schmidt (mortgagee) in the original sum of \$75,000.00, recorded in Official Record Book 2772 Page 2657, Public Records of Lee County, Florida. Forest Mere Joint Venture later conveyed the subject property to Ernest Schmidt by deed recorded in Official Record Book 2831 Page 2628, Public Records of Lee County, Florida, however there was no reference made that said mortgage was to merge in fee and no satisfaction is found of record, a partial release recorded in Official Record Book 2974 Page 2169, Public Records of Lee County, Florida, did not affect the subject property.

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 Memorandum of Agreement relating to the sale of the subject property recorded in Official Record Book 3659, Page 1327, Public Records of Lee County, Florida.

NOTE 4) Subject to a Notice to Purchaser, recorded in Official Record Book 3946, Page 1700, Public Records of Lee County, Florida, and corrected by Official Record Book 4047, Page 1188, Public Records of Lee County, Florida.

NOTE (5) Subject to a Judgment vs. Gulf Construction Partnership in the sum of \$72,719.65 representing court costs and attorneys fees (relating to a judgment recorded in Official Record Book 1971 Page 766 and amended by Official Record Book 1981 Page 61-which was satisfied by Official Record Book 1988 Page 2452, however said Satisfaction did not address the sum awarded herein), recorded in Official Record Book 1987 Page 3814, Public Records of Lee County, Florida.

NOTE (6) Subject property had no reservations or leases of Oil, Gas and Mineral Rights found of record.

Tax Status: \$544.01 paid on 11-22-04 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.

GATEWAY
TO THE
GULF

*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

May 5, 2005

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

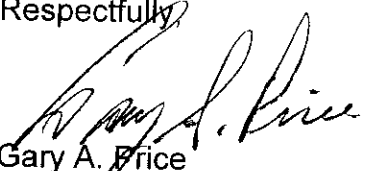
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 103-111, 226, 240, and 246

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcels appear to be reasonable and acquisition 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

RECEIVED
MAY 09 2005

COUNTY LANDS

5-Year Sales History

Parcel No. 106/106SE

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Ernest Schmidt	J. Stephen Crawford, Trustee	\$275,000	3/14/02	Y*

*Multiple parcels included in this transaction.