

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

Blue Sheet No. 20050835

1. **ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$3,700 for Parcel 338RW, 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

4. Departmental Category: 6

CLP

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

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Road Right of Way Easement interest in vacant residential property.

Property Details:
 Owner: Laverne C. Franklin
 Address: 24100 Whip-O-Will Lane, Bonita Springs, 34135
 STRAP No.: 14-47-25-B2-00200.1000

Purchase Details:
 Purchase Price: \$3,700
 Estimated Closing Costs: \$1,000

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$3,700, and commence Eminent Domain procedures.

Appraisal Information:
 Company: Carlson, Norris & Associates
 Value: \$3,200

Staff Recommendation: Staff is of the opinion that the purchase price increase of \$500 above the appraised value, can be justified and may secure an agreement 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
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>AD 6/13</i>	<i>[Signature]</i>	<i>[Signature]</i>		<i>[Signature]</i>	<i>[Signature]</i>	

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

Rec. by County
 Date: *6/13/05*
 Time: *4:00*
 Forwarded To:

RECEIVED BY
 COUNTY ADMIN
6-15-05
6-15-05
 COUNTY ADMIN
 FORWARDED TO:
G. H. F.

This document prepared by
Lee County Division of County Lands
Project: Three Oaks Parkway, 4043
Parcel: 338RW
STRAP No.: 14-47-25-B2-00200.1000

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 LAVERNE C. FRANKLIN, f/k/a Laverne C. Blythe, hereinafter referred to as SELLER, whose address is 7005 Kiwi Place, Naples, Florida 34113, and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a perpetual, non-exclusive road right of way easement consisting of ±839.89 square feet, located at 24100 Whip-O-Will Lane, Bonita Springs and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference; hereinafter 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 Three Thousand Seven Hundred Dollars(\$3,700), 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 road right of way easement (the form of the easement is attached as Exhibit "B"), 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:

LAVERNE C. FRANKLIN (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)



July 8, 2004

THREE OAKS PARKWAY

PARCEL 338-RW

**PART OF TRACT 100
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 100, 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 northwest corner of said Northeast Quarter (NE-1/4) run S 82° 32' 57" E along the north line of said quarter for 606.94 feet to the northeast corner of Tract 25, of said San Carlos Estates; thence run S 00° 13' 03" E for 494.94 feet to the northeast corner of said Tract 100; thence run N 82° 32' 57" W along the north line of said tract for 30.27 feet to an intersection with the west line of Whip-O-Will Lane (60 feet wide) as shown and recorded in Official Record Book 557, Pages 354 and 355 and Official Record Book 535, Page 826 and the Point of Beginning.

From said Point of Beginning run S 00° 13' 03" E along said west line for 70.90 feet, to an intersection with a non-tangent curve; thence departing said west line run northwesterly along the arc of said curve to the left, having a radius of 90.00 feet (delta 55° 17' 48") (chord bearing N 27° 51' 57" W) (chord 83.53 feet) for 86.86 feet to an intersection with a non-tangent curve; thence continue northwesterly along the arc of said curve to the left, having a radius of 65.00 feet (delta 03° 50' 17") (chord bearing N 53° 35' 42" W) (chord 4.35 feet) for 4.35 feet to an intersection with the north line of said tract; thence run S 82° 32' 57" E along said north line for 42.64 feet to the Point of Beginning.

Containing 839.89 square feet or 0.02 acres, more or less.

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

20013033 Parcel 338-RW 070804

NOTES:

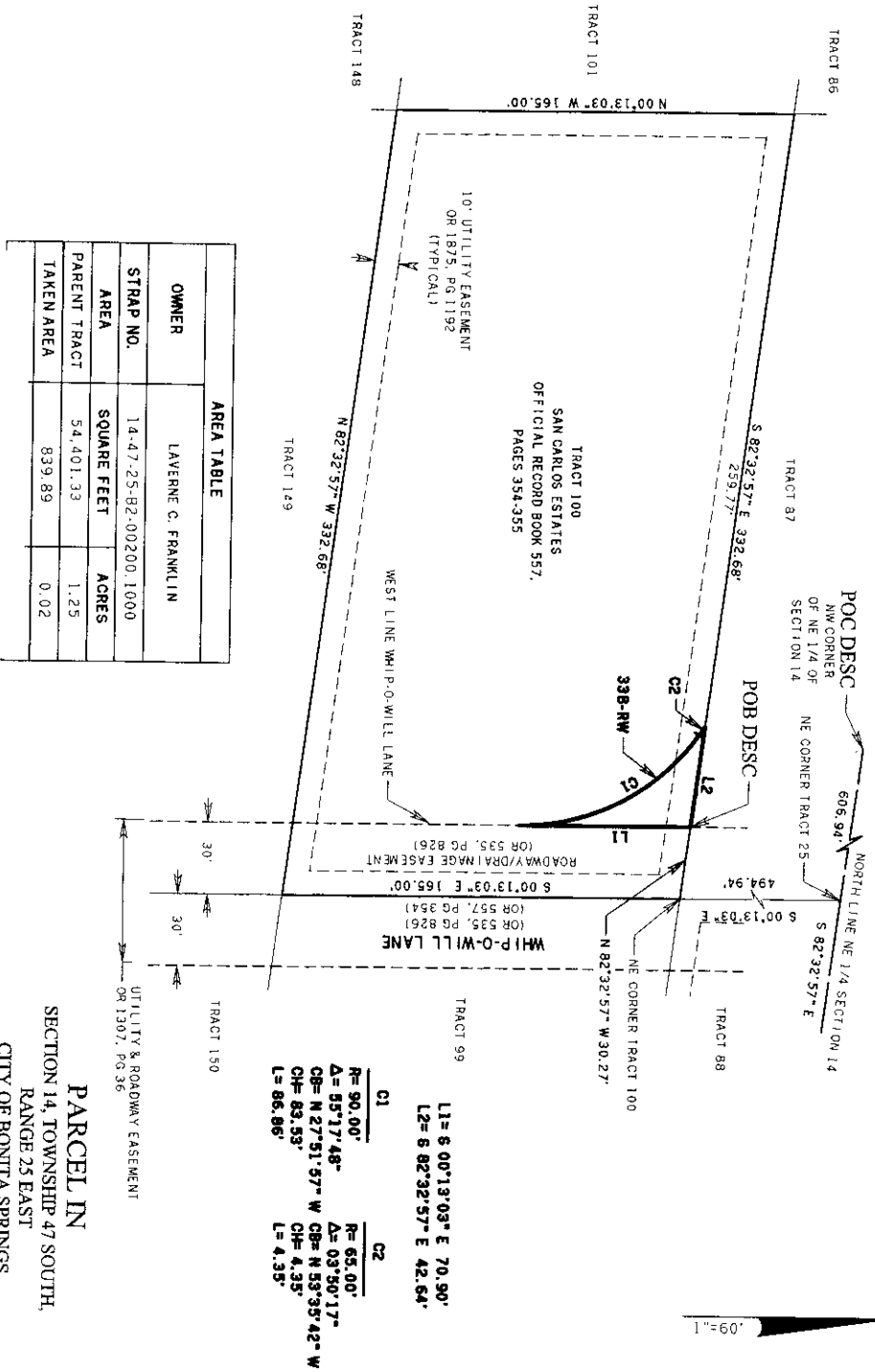
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 82°32'57" E.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS 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 840 SQUARE FEET (0.02 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST

THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM) 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 5247
DATE SIGNATURE: 6/30/04
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RANSEAL OF A FLORIDA SURVEYOR AND MAPPER.

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



AREA TABLE			
OWNER	LAYERNE C. FRANKLIN		
STRAP NO.	14-47-25-82-00200	1000	
AREA	SQUARE FEET	ACRES	
PARENT TRACT	54,401.33	1.25	
TAKEN AREA	839.89	0.02	

C1
 R= 90.00'
 Δ= 55°17'48"
 CB= N 27°51'57" W
 CH= 83.53'
 L= 86.96'

C2
 R= 65.00'
 Δ= 03°50'17"
 CB= N 53°35'42" W
 CH= 4.35'
 L= 4.35'

PARCEL 338RW - THREE OAKS PARKWAY

JOHNSON ENGINEERING

2158 JOHNSON STREET
P. O. BOX 1350
FORT WENDELL, FLORIDA 32902-1350
PHONE (239) 334-0046
FAX (239) 334-9661
E.B. #642 R.L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	06-30-04	PROJECT NO.	20013033	FILE NO.	14-47-25	SCALE	1"=60'	SHEET	1 OF 2
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PARCEL IN
SECTION 14, TOWNSHIP 47 SOUTH,
RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

This instrument prepared by:

Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Exhibit "B"

Page 1 of 5

Parcel: 338-RW/Franklin
Project: Three Oaks Parkway South Extension 4043
STRAP No.: 14-47-25-B2-00200.1000

GRANT OF PERPETUAL

RIGHT-OF-WAY EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 2005, between LAVERNE C. FRANKLIN, f/k/a Laverne C. Blythe, Owner, whose address is 7005 Kiwi Place, Naples, Florida 34113, 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 Ten Dollars 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 and/or attendant 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 will not construct any structures within said easement, nor will any foliage be placed in said easement.

4. Title to the improvements constructed hereunder 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, which results 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 thereon as the result of such access to the described easement or the Grant of Perpetual Right-of-Way Easement construction, maintenance, or repairs located within the above-described easement will be restored by the Grantee, to the condition in which it existed prior to the damage.

July 8, 2004

Page 4 of 5

THREE OAKS PARKWAY

PARCEL 338-RW

**PART OF TRACT 100
SAN CARLOS ESTATES
LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
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From said Point of Beginning run S 00° 13' 03" E along said west line for 70.90 feet, to an intersection with a non-tangent curve; thence departing said west line run northwesterly along the arc of said curve to the left, having a radius of 90.00 feet (delta 55° 17' 48") (chord bearing N 27° 51' 57" W) (chord 83.53 feet) for 86.86 feet to an intersection with a non-tangent curve; thence continue northwesterly along the arc of said curve to the left, having a radius of 65.00 feet (delta 03° 50' 17") (chord bearing N 53° 35' 42" W) (chord 4.35 feet) for 4.35 feet to an intersection with the north line of said tract; thence run S 82° 32' 57" E along said north line for 42.64 feet to the Point of Beginning.

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Exhibit "A"

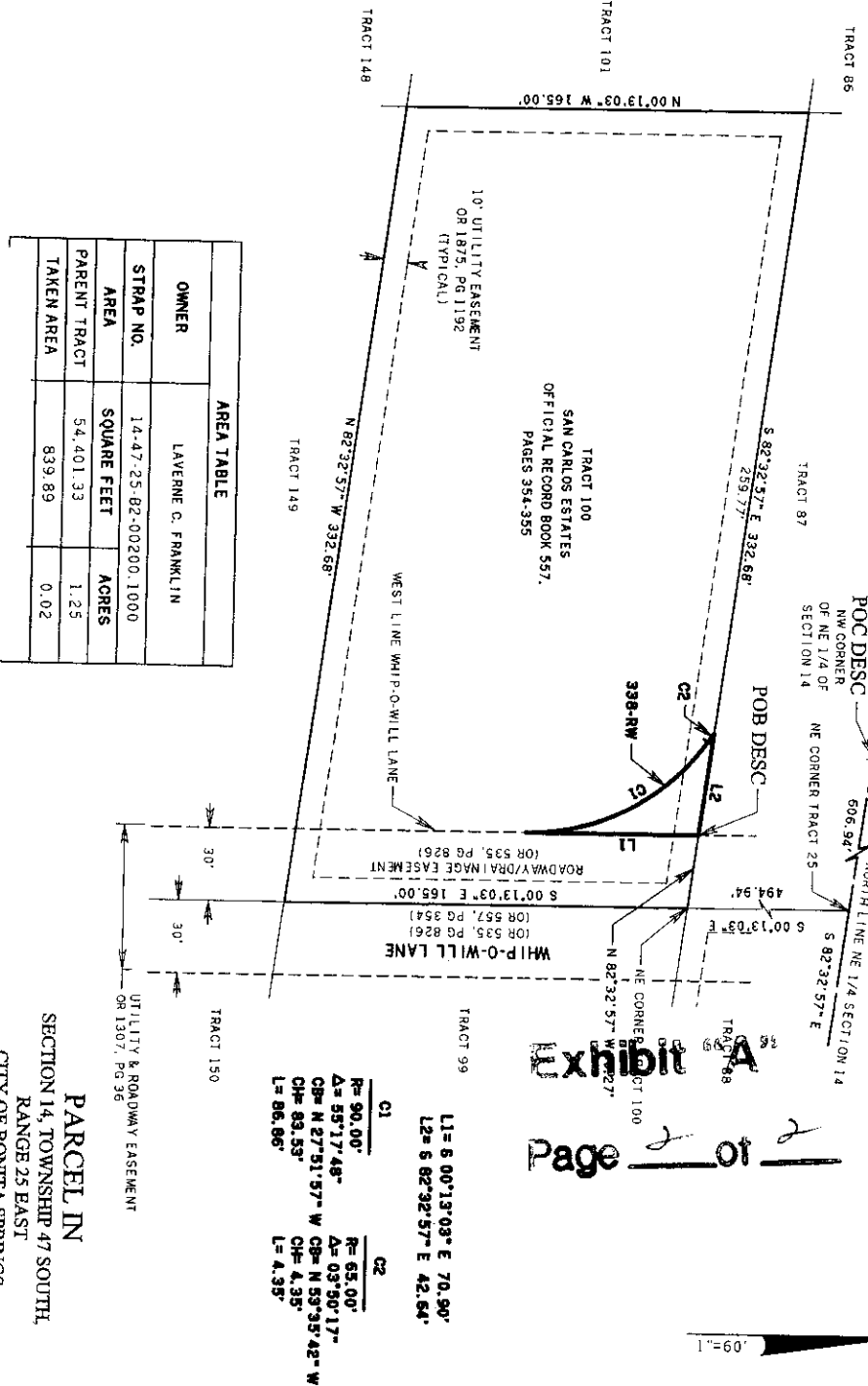
Page 1 of 2

20013033 Parcel 338-RW 070804

NOTES:

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17. SW / S.W. = SOUTHWEST

SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST



THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM) b 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE REFERENCE NUMBER 52247

DATE: 6/30/04

NOT RESPONSIBLE FOR THE SIGNATURE AND THE ORIGINAL PLOT IS THE ORIGINAL OF A FLORIDA SURVEYOR AND MAPPER.

AREA TABLE			
OWNER	LAVERNE C. FRANKLIN		
STRAP NO.	14-47-25-82-00200.1000		
AREA	SQUARE FEET	ACRES	
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TAKEN AREA	839.89	0.02	

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

PARCEL 338RW - THREE OAKS PARKWAY

JOHNSON
ENGINEERING

2158 JOHNSON STREET
P. O. BOX 1550
FORT MEANS, FLORIDA 32902-1550
PHONE (239) 334-0046
FAX (239) 334-9661
E. R. #542 & L.R. #942

SKETCH TO ACCOMPANY DESCRIPTION

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

SUMMARY OF ANALYSIS
Project 4043-Three Oaks Parkway Extension
Parcel 338

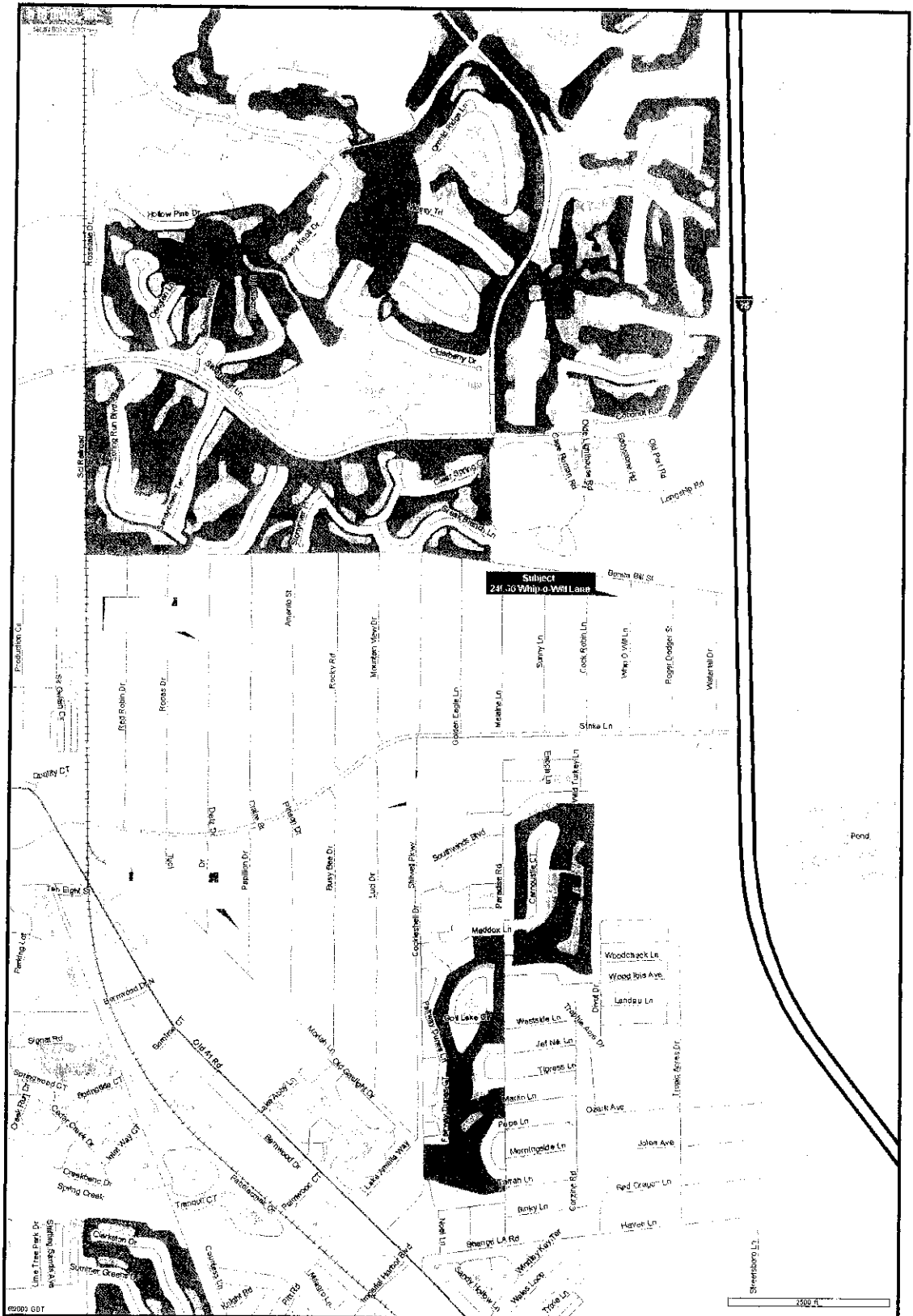
Market Value of Fee Simple Interest in Parent Parcel	x	54,401 sf	
		<u>\$3.80</u> per sf	
		\$206,724	\$206,724
less: remainder area			
\$3.80 per sf	x	53,561 sf	
		<u>\$3.80</u> per sf	
		\$203,532	\$203,532
Subtract Value of Remainder from Parent Parcel Value			
Total Compensation Due the Property Owner			\$3,192
rounded too			<u><u>\$3,200</u></u>

Analysis Confirmation

Part Taken in Fee for Three Oaks Extension	x	840 sf	
		<u>\$3.80</u> per sf	
		\$3,192	<u><u>\$3,200</u></u>

Comparable Sales Map

Client _____
 Property Address 24130 Whip-o-Will Lane
 Bonita Springs _____ County Lee State FL Zip Code 34135-6738
 Under Lee County - County Lands



Division of County Lands

Ownership and Easement Search

Search No. 14-47-25-B2-00200.1000

Date: November 4, 2003

Parcel: 338

Project: Three Oaks Parkway South Extension,
Project 4043

To: J. Keith Gomez
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 14-47-25-B2-00200.0390

1000
5-23-05

Effective Date: October 1, 2003, at 5:00 p.m.

Subject Property: Tract 100, 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:

Laverne C. Franklin, formerly known as Laverne C. Blythe

by that certain instrument dated September 17, 1986, recorded October 21, 1986, in Official Record Book 1875, Page 1192, 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 1875, Page 1192, Public Records of Lee County, Florida.

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

Tax Status: Taxes paid for the year 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.



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

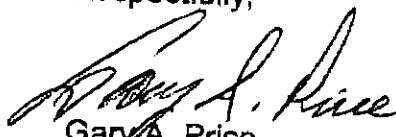
RE: Appraisal and Binding Offer – Three Oaks Parkway Extension
Project No. 4043
Parcels 200, 306, 307, 308, 320, 323, 338 and 341

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. 338RW

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS