

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

Blue Sheet No. 20030016

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 249, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$73,000, pursuant to the terms and conditions set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement; authorize payment of necessary costs to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 3

CLA

3. MEETING DATE:
03-11-2003

4. AGENDA:

- CONSENT
 - ADMINISTRATIVE
 - APPEALS
 - PUBLIC
 - WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 125
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
 - B. DEPARTMENT Independent
 - C. DIVISION County Lands
- BY: Karen L. W. Forsyth, Director *KLF*

7. BACKGROUND: Pursuant to an agreement with the City of Bonita Springs, the Division of County Lands has been requested by the Department of Transportation to acquire property for the Three Oaks Parkway South Extension Project No. 4043.

This acquisition consists of the fee interest in the property, improved with a single-family mobile home, located at 11230 Torchfire Trail, being further identified as STRAP No.: 25-47-25-B4-00208.0130

The property was appraised by the firm of Carlson, Norris and Associates, Inc., with a resulting value of \$73,000.

The owners of Parcel 249, Mary L. Shields and Floreen M. Coe, have agreed to sell the property to the County for \$73,000.00, which is inclusive of moving expenses. The County is to pay closing costs of approximately \$1,500. The seller is responsible for real estate broker and attorney fees, if any.

County staff is of the opinion that the purchase price is within an acceptable range of value. In addition, it is beneficial for the County to avoid the acquisition of the property by way of Eminent Domain. Therefore, it is recommended that the Board approve the Requested Motion.

Funds will be available in Account 20404330709.506110
 20 - CIP
 4043 - Three Oaks Parkway South Extension
 30709 - Trans - Capital - Bonita
 506110 - Land

Attachments: Purchase Agreement
 Appraisal
 Letter from City of Bonita Springs
 Ownership/Title Data
 5-Year Sales History

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K Forsyth</i>			<i>SAO 11/31/03 PWA</i>	<i>John D McGuire 2-14-03</i>	OA <i>ehw 2-17-03</i>	QM <i>CAH 2/17/03</i>	RISK <i>YD 02/17/03</i>	GC <i>MS 2-17-03</i>	<i>[Signature]</i>

- 10. COMMISSION ACTION:**
- APPROVED
 - DENIED
 - DEFERRED
 - OTHER

Rec. by CoAtty
 Date: 2/14/03
 Time: 11:38 AM
 Forwarded to:
 (1/31/03)
 CO. ADM.
 2/17/03 9 AM

RECEIVED BY
 COUNTY ADMIN
 2-17-03
 9:45
 COUNTY ADMIN.
 FORWARDED TO: PR
 2-18-03
 8:35 AM

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway Extension, No. 4043
Parcel: 249/Coe & Shields
STRAP No.: 25-47-25-B4-00208.0130

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 20__ by and between Mary L. Shields, a married person, as to a Life Estate and Floreen M. Coe, a married person, hereinafter referred to as SELLER, whose address is c/o Floreen M. Coe, 4507 NW 50th Street, Parkville, Missouri 64151, 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 .138 acres more or less, and located at 11230 Torchfire Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 13, Block 8, of that certain subdivision known as Leitner Creek Manor, Unit #2, 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 Plat Book 30, Page 80, together with that certain 1985 Southern Manor Mobile Home with Identification #S26518513 and Florida Real Property Tag #R237131, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project."

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Seventy-Three Thousand and No/100 (\$73,000.00), payable at closing by County Warrant.

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, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) 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.

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 the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations 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 hereby 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 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:

Robert S. Schuster
[Signature]

SELLER:

Mary I. Shields 12-27-02
MARY I. SHIELDS (DATE)

WITNESSES:

[Signature]
[Signature]

SELLER:

Floreen M. Coe 12-23-02
FLOREEN M. COE (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: Coe & Shields
PARCEL NO.: 249

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for relocation costs, the manufactured home (Southern Manor mobile home Identification No. S26518513 and Florida Real Property Tag No. R237131), additions, improvements, detached shed(s), and for all fixtures, including but not limited to, built-in-appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering, landscaping and fencing, as of the date of the BUYER'S appraisal.

BUYER'S authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixture(s) by SELLER, except as noted below, 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 BUYER'S 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 relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

Handwritten signatures of witnesses, including Robert S. Schneider.

SELLER:

Handwritten signature of Mary L. Shields and date 12-27-02. MARY L. SHIELDS (DATE)

WITNESSES:

Handwritten signatures of witnesses.

SELLER:

Handwritten signature of Floreen M. Coe and date 12-23-02. FLOREEN M. COE (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)

Summary Appraisal Report UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-07

SUBJECT	Property Address 11230 Torchfire Trail		Parcel 249** City Bonita Springs		State FL Zip Code 34135-5347																																																																
	Legal Description Lot 13, Leitner Creek Manor Unit 2 Blk 8, PB 30, PG 80				County Lee																																																																
	Assessor's Parcel No. 25-47-25-B4-00208.0130		Tax Year 2001		R.E. Taxes \$ 961.84 Special Assessments \$ 189/Yr																																																																
	Borrower COE, Floreen M.		Current Owner Floreen M. Coe		Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant																																																																
NEIGHBORHOOD	Property rights appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold		Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUD/VA only)		HOA \$ N/A /Mo.																																																																
	Neighborhood or Project Name Leitner Creek Manor		Map Reference 25-47-25		Census Tract 0504.00																																																																
	Sale Price \$ Not a Sale		Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A																																																																		
	Lender/Client Lee County - County Lands		Address P.O. Box 398, Fort Myers, FL 33902-0398																																																																		
	Appraiser Phil Benning, Associate		Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901																																																																		
	Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant occupancy: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vac. (over 5%)		Single family housing PRICE (\$000) 35 AGE (yrs) New Present land use % 100 Land use change: <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely <input type="checkbox"/> In process																																																																
	Built up: <input type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		One family 100 2-4 family 0 Multi-family 0 Commercial 0																																																																
	Property values: <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining		Demand/supply: <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply <input type="checkbox"/> Under supply		To: **Three Oaks Parkway Extension Project																																																																
	Marketing time: <input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.		Single family housing AGE (yrs) 28		Vacant 0																																																																
	<p>Note: Race and the racial composition of the neighborhood are not appraisal factors.</p> <p>Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), E.Terry Street (S). Maturely developed with predominantly single family and manufactured homes.</p> <p>Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): There were no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of average-good quality homes that are adequately maintained and that have average-good appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Stable to increasing employment and property values are prevalent.</p> <p>Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Supply & demand are in balance, with typical marketing time 4-6 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.</p>																																																																				
PUD	Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A																																																																				
	Approximate total number of units in the subject project N/A		Approximate total number of units for sale in the subject project N/A																																																																		
SITE	Dimensions 60' x 100' per County Records		Site area 6,000 S.F.		Topography Level																																																																
	Specific zoning classification and description MH-1, Mobile Home Conservation		Zoning compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning		Shape Primarily Rectangular																																																																
	Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)		Off-site Improvements: Street <input checked="" type="checkbox"/> Asphalt paved <input type="checkbox"/> Curb/gutter <input type="checkbox"/> None <input type="checkbox"/> Sidewalk <input type="checkbox"/> None <input type="checkbox"/> Street lights <input checked="" type="checkbox"/> Pole lights <input type="checkbox"/> Alley <input type="checkbox"/> None		Drainage Appears Adequate																																																																
	Utilities: Public <input checked="" type="checkbox"/> Other <input type="checkbox"/>		Type: Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>		View Residential																																																																
	Electricity <input checked="" type="checkbox"/>		Type: Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>		Landscaping Typical																																																																
	Gas <input checked="" type="checkbox"/>		Type: Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>		Driveway Surface Grass																																																																
	Water <input checked="" type="checkbox"/>		Type: Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>		Apparent easements Standard Utility																																																																
	Sanitary sewer <input checked="" type="checkbox"/>		Type: Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>		FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																
	Storm sewer <input checked="" type="checkbox"/>		Type: Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>		FEMA Zone X Map Date 07/20/1998																																																																
	Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions observed; no site survey provided. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$1,500, impact fee \$2,700, water/sewer \$4,000.		FEMA Map No. 1251240510D																																																																		
DESCRIPTION OF IMPROVEMENTS	GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION																																																																
	No. of Units One		Foundation Concrete Slab		Slab Yes/Under																																																																
	No. of Stories One		Exterior Walls MH/Vinyl		Crawl Space Yes																																																																
	Type (Det./Att.) Detached		Roof Surface MH/Shingle		Basement None																																																																
	Design (Style) Singlewide		Gutters & Dwnspnts. None		Sump Pump None																																																																
	Existing/Proposed Existing		Window Type Alum. SH		Dampness N/A																																																																
	Age (Yrs.) 17/1985		Storm/Screen No/Yes		Settlement N/A																																																																
	Effective Age (Yrs.) 10 years		Manufactured House YES		Infestation N/A																																																																
	ROOMS: Foyer <input type="checkbox"/> Living <input type="checkbox"/> Dining <input type="checkbox"/> Kitchen <input type="checkbox"/> Den <input type="checkbox"/> Family Rm. <input type="checkbox"/> Rec. Rm. <input type="checkbox"/> Bedrooms <input type="checkbox"/> # Baths <input type="checkbox"/> Laundry <input type="checkbox"/> Other <input type="checkbox"/> Area Sq. Ft. <input type="checkbox"/>		Basement <input type="checkbox"/>		Level 1 <input type="checkbox"/> Area <input type="checkbox"/> 1 <input type="checkbox"/> Area <input type="checkbox"/> 1 <input type="checkbox"/>		Level 2 <input type="checkbox"/>																																																														
	Finished area above grade contains: 4 Rooms; 2 Bedroom(s); 2 Bath(s); 836 Square Feet of Gross Living Area		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>INTERIOR</td> <td>MATERIALS/CONDITION</td> <td>HEATING</td> <td>ADeq.</td> <td>KITCHEN EQUIP.</td> <td>ATTIC</td> <td>AMENITIES</td> <td>CAR STORAGE: 2 Carport</td> </tr> <tr> <td>Floors</td> <td>Carpet/Vinyl</td> <td>Type</td> <td>Cent.</td> <td>Refrigerator</td> <td><input type="checkbox"/> None <input checked="" type="checkbox"/></td> <td>Fireplace(s) # 0</td> <td>None <input type="checkbox"/></td> </tr> <tr> <td>Walls</td> <td>MH/Paneling</td> <td>Fuel</td> <td>Elec.</td> <td>Range/Oven</td> <td><input checked="" type="checkbox"/></td> <td>Patio <input type="checkbox"/></td> <td>Garage # of cars</td> </tr> <tr> <td>Trim/Finish</td> <td>MH/Typical</td> <td>Condition</td> <td>Avg.</td> <td>Disposal</td> <td><input type="checkbox"/></td> <td>Deck <input type="checkbox"/></td> <td>Attached</td> </tr> <tr> <td>Bath Floor</td> <td>Vinyl</td> <td>COOLING</td> <td>ADeq.</td> <td>Dishwasher</td> <td><input type="checkbox"/></td> <td>Scuttle <input type="checkbox"/></td> <td>Detached</td> </tr> <tr> <td>Bath Wainscot</td> <td>Molded Fiberglass</td> <td>Central</td> <td>Yes</td> <td>Fan/Hood</td> <td><input checked="" type="checkbox"/></td> <td>Floor <input type="checkbox"/></td> <td>Built-In</td> </tr> <tr> <td>Doors</td> <td>MH Wood</td> <td>Other</td> <td>Fans</td> <td>Microwave</td> <td><input type="checkbox"/></td> <td>Heated <input type="checkbox"/></td> <td>Carport 2 Cars</td> </tr> <tr> <td>All in above average condition</td> <td>Condition Avg.</td> <td>Washer/Dryer</td> <td>Finished</td> <td>Det. Utility Shed/144sf</td> <td><input checked="" type="checkbox"/></td> <td>Driveway</td> <td>2 Cars</td> </tr> </table>				INTERIOR	MATERIALS/CONDITION	HEATING	ADeq.	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE: 2 Carport	Floors	Carpet/Vinyl	Type	Cent.	Refrigerator	<input type="checkbox"/> None <input checked="" type="checkbox"/>	Fireplace(s) # 0	None <input type="checkbox"/>	Walls	MH/Paneling	Fuel	Elec.	Range/Oven	<input checked="" type="checkbox"/>	Patio <input type="checkbox"/>	Garage # of cars	Trim/Finish	MH/Typical	Condition	Avg.	Disposal	<input type="checkbox"/>	Deck <input type="checkbox"/>	Attached	Bath Floor	Vinyl	COOLING	ADeq.	Dishwasher	<input type="checkbox"/>	Scuttle <input type="checkbox"/>	Detached	Bath Wainscot	Molded Fiberglass	Central	Yes	Fan/Hood	<input checked="" type="checkbox"/>	Floor <input type="checkbox"/>	Built-In	Doors	MH Wood	Other	Fans	Microwave	<input type="checkbox"/>	Heated <input type="checkbox"/>	Carport 2 Cars	All in above average condition	Condition Avg.	Washer/Dryer	Finished	Det. Utility Shed/144sf	<input checked="" type="checkbox"/>	Driveway
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All in above average condition	Condition Avg.	Washer/Dryer	Finished	Det. Utility Shed/144sf	<input checked="" type="checkbox"/>	Driveway	2 Cars																																																														
Additional features (special energy efficient items, etc.): Vinyl siding, shingle roof, carpet, vinyl kitchen & bath floors, mica counter/cabinets, window treatments, ceiling fans, 286sf enclosed porch, and a 144sf concrete block detached utility shed.																																																																					
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of very good quality, and have been maintained in above average condition relative to actual age. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years in lieu of the typical 35 years.																																																																					
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: No adverse environmental conditions noted on the subject site or in the immediate vicinity.																																																																					

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-07

Valuation Section

Table with columns for COST APPROACH, ESTIMATED SITE VALUE, and DEPRECIATION. Includes rows for Unimproved site, Dwelling, Enclosed Porch, Det. Utility shed, Garage/Carport, Total Estimated Cost New, and Depreciation.

Table with columns for SALES COMPARISON ANALYSIS, ITEM, SUBJECT, and COMPARABLE NO. 1, 2, 3. Includes rows for 11230 Torchfire Trail, 26745 Token Court, and 26801 Stardust Drive.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sales recorded over 6 months prior to the appraisal date are among the most recent sales of adequately priced singlewide manufactured homes in Leitner Creek Manor.

Table with columns for SALES COMPARISON ANALYSIS, ITEM, SUBJECT, and COMPARABLE NO. 1, 2, 3. Includes rows for Date, Price and Data, Source, for prior sales within year of appraisal.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 73,000

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

This appraisal is made as is subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.

Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach receives less emphasis. Insufficient market data is available for a reliable GRM.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

APPRAISER: Phil Benning, Associate SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA



RECEIVED
JAN 07 2003
COUNTY LANDS

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (941) 390-1000
FAX: (941) 390-1004

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

January 6, 2003

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 249, Coe and Shields

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
City Manager

GAP/kw

FUND COMMITMENT

Schedule A

Commitment No.: CF-0964865

Fund File Number 18-2003-206

Effective Date: December 11, 2002 at 11:00 p.m. **Agent's File Reference:** Three Oaks Pkwy S Extension

1. Policy or Policies to be issued:

Proposed Amount of Insurance

OWNER'S: ALTA Owner's Policy (10/17/92).

\$73,000.00

Proposed Insured:

Lee County, a Political Subdivision of the State of Florida

MORTGAGEE:

Proposed Insured:

2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:

Floreen M. Coe and Mary L. Shields

3. The land referred to in this commitment is described as follows:

Lot 13, Block 8, LEITNER CREEK MANOR UNIT 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida.

AGENT NO.: 1371000

ISSUED BY: Law Offices of John D. Spear , PA

MAILING ADDRESS:

9200 Bonita Beach Rd Suite 204
Bonita Springs, Fl 34135-0000

AGENT'S SIGNATURE


John D. Spear

FUND COMMITMENT

Schedule B

Commitment No. CF-0964865

Fund File Number 18-2003-206

I. The following are the requirements to be complied with:

- 1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.***
- 2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:***
 - a. Warranty Deed from Floreen Coe and Mary L. Shields, joined by spouses, if married, to the proposed insured purchaser(s).***
- 3. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.***
- 4. Proof of payment of taxes for the year 2002 must be furnished and any tax certificates issued with respect thereto must be canceled by the clerk of court.***
- 5. Sufficient proof must be furnished and placed of record to establish that at the time of the conveyance of the subject property to Floreen Coe by Quit Claim Deed recorded under O.R. Book 3052 Page 3209, Public Records of Lee County, Florida, the subject property did not constitute the homestead of the grantor under said deed.***

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.***
- 2. Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).***
- 3. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:***

FUND COMMITMENT

Schedule B

Commitment No. CF-0964865

Fund File Number 18-2003-206

- (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
- (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Leitner Creek Manor Unit 2, as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida.
 5. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 808, assigned to Leitner Creek Manor Property Owners Association Inc, May 6, 1995 in OR. Book 2603 Page 3024, Public Records of Lee County, Florida.
 6. Easement in favor of Bonita Springs Water System, contained in instrument recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida.
 7. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189 Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189 Page 3334, public records of Lee County, Florida.
 8. Life Estate interest of Mary L. Shields as shown in deed recorded in O.R. Book 3052 Page 3209, Public Records of Lee County, Florida.

5-Year Sales History

Parcel No. 249

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Mary L. Shields	Floreen M. Coe	\$100.00	07/13/98	N