

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

**Blue Sheet No. 20030017**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the acquisition of Parcel 235, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$54,000, 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

*C6B*

**3. MEETING DATE:**  
*03-11-2003*

<b>4. AGENDA:</b>		<b>5. REQUIREMENT/PURPOSE:</b>		<b>6. REQUESTOR OF INFORMATION</b>	
<input checked="" type="checkbox"/> CONSENT		(Specify)		A. COMMISSIONER	
<input type="checkbox"/> ADMINISTRATIVE		STATUTE	125	B. DEPARTMENT	Independent
<input type="checkbox"/> APPEALS		ORDINANCE		C. DIVISION	County Lands
<input type="checkbox"/> PUBLIC		ADMIN.		BY:	<i>Karen L. W. Forsyth, Director</i>
<input type="checkbox"/> WALK ON		OTHER			
TIME REQUIRED:					

**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 11110 Wagon Trail, being further identified as STRAP No.: 25-47-25-B4-00201.0110

The property was appraised by the firm of Carlson, Norris and Associates, Inc., with a resulting value of \$54,000.

The owner of Parcel 235, Emilee Rhodes, has agreed to sell the property to the County for \$54,000.00, 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>SAD 1/3/03 RX1</i>	<i>John J Forsyth 2/17/03</i>	OA	OM	RISK	GC	<i>[Signature]</i>
					<i>2/17/03</i>	<i>2/17/03</i>	<i>2/17/03</i>	<i>2/17/03</i>	

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

Rec. by CoAtty  
 Date: *2/14/03*  
 Time: *11:38 am*  
 Forwarded by: *[Signature]*  
 Date: *2/17/03 9 AM*

RECEIVED BY  
 COUNTY ADMIN. *[Signature]*  
 2-17-03  
 9:45  
 COUNTY ADMIN.  
 FORWARDED TO: *PR*  
*2-17-03*  
*8:35 AM*

This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway Extension, No. 4043  
Parcel: 235/Rhodes  
STRAP No.: 25-47-25-B4-00201.0110

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 26 day of December, 2002 by and between Emilee Rhodes, a married person, hereinafter referred to as SELLER, whose address is, 245 Popham Road, Rhodelia, Kentucky 40161, 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 .186 acres more or less, and located at 11110 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 11, Block 1, LEITNER CREEK MANOR EXTENSION, a/k/a LEITNER CREEK MANOR, Unit #2, a subdivision 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, Pages 79 and 80, inclusive, together with that certain 1969 Rever. Mobile Home, Identification Number 2R2FGKF 1021783G, 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 Fifty-Four Thousand and No/100 (\$54,000.00), 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:

SELLER:

John Scott Rhodes  
John Scott Rhodes  
Thomas E Rhodes  
Thomas E Rhodes

Emilee Rhodes 12-26-02  
Emilee Rhodes (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:** Emilee Rhodes  
**PARCEL NO.:** 235

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for the manufactured home (1969 Rever. Mobile Home Number 2R2FGKF 1021783G), additions, improvements, detached shed, and for all fixtures, including but not limited to, built-in-appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, awnings, doors, floor covering, and landscaping, 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 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:

John Scott Rhodes  
John Scott Rhodes  
Thomas F Rhodes  
Thomas F Rhodes

**SELLER:**

Emilee Rhodes 12-26-02  
Emilee Rhodes (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. 02-78-12

Property Address 11110 Wagon Trail Parcel 235\*\* City Bonita Springs State FL Zip Code 34135-5347
Legal Description Lot 11, Leitner Creek Manor Unit 2, Bk 1, PB 30, PG 80 County Lee
Assessor's Parcel No. 25-47-25-B4-00201.0110 Tax Year 2001 R.E. Taxes \$ 808.32 Special Assessments \$ \$197/Yr
Borrower RHODES, Emilee Current Owner Emilee Rhodes Occupant [X] Owner [ ] Tenant [ ] Vacant [ ]
Property rights appraised [X] Fee Simple [ ] Leasehold [ ] Project Type [ ] PUD [ ] 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 [ ] Urban [X] Suburban [ ] Rural [ ] Predominant occupancy [X] Owner [ ] Tenant [ ] Vacant (0-5%) [ ] Vac.(over 5%)
Single family housing PRICE (\$000) 35 AGE (yrs) Low New 100+ High 28 Predominant Commercial
Present land use % One family 100 2-4 family Multi-family Commercial
Land use change [ ] Not likely [ ] Likely [ ] In process
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.
Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? [ ] Yes [ ] No 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
Dimensions 60' x 135' per County Records Topography Level
Site area 8,100 S.F. Corner Lot [ ] Yes [X] No Size Typical
Specific zoning classification and description MH-1, Mobile Home Conservation Shape Primarily Rectangular
Zoning compliance [X] Legal [ ] Legal nonconforming (Grandfathered use) [ ] Illegal [ ] No zoning Drainage Appears Adequate
Highest & best use as improved: [X] Present use [ ] Other use (explain) View Residential
Utilities Public Other Off-site Improvements Type Public Private Landscaping Typical
Electricity [X] Street [X] Asphalt paved [ ] [ ] Driveway Surface Concrete
Gas [ ] Curb/gutter None [ ] [ ] Apparent easements Standard Utility
Water [X] Sidewalk None [ ] [ ] FEMA Special Flood Hazard Area [ ] Yes [X] No
Sanitary sewer [X] Street lights Pole lights [X] [ ] FEMA Zone X Map Date 07/20/1998
Storm sewer [ ] Alley None [ ] [ ] FEMA Map No. 1251240510D
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, concrete drive \$1,200.
GENERAL DESCRIPTION EXTERIOR DESCRIPTION FOUNDATION BASEMENT INSULATION
No. of Units One Foundation Concrete Piers Slab None Area Sq. Ft. None Roof [ ]
No. of Stories One Exterior Walls MH/Metal Crawl Space Yes % Finished N/A Ceiling \*Adeq. [X]
Type (Det./Att.) Detached Roof Surface MH/Metal Basement None Ceiling N/A Walls \*Adeq. [X]
Design (Style) Singlewide+ Gutters & Downspts. None Sump Pump None Walls N/A Floor [ ]
Existing/Proposed Existing Window Type Alum. Awning Dampness N/A Floor N/A None [ ]
Age (Yrs.) 33/1989 Storm/Screens No/Yes Settlement N/A Outside Entry N/A Unknown [ ]
Effective Age (Yrs.) 16 years Manufactured House YES Infestation N/A \*Assumed Adeq.
ROOMS Foyer Living Dining Kitchen Den Family Rm Rec. Rm. Bedrooms # Baths Laundry Other Area Sq. Ft.
Basement None
Level 1 Area 1 Area 1 3 1
Level 2
Finished area above grade contains: 5 Rooms; 3 Bedroom(s); 1 Bath(s); 870 Square Feet of Gross Living Area
INTERIOR Materials/Condition HEATING Adeq. KITCHEN EQUIP. ATTIC AMENITIES CAR STORAGE: Driveway
Floors Carpet/Vinyl Type FWA Refrigerator [ ] None [X] Fireplace(s) # 0 [ ] None [ ]
Walls MH/Panelling Fuel Elect. Range/Oven [X] Stairs [ ] Patio [ ] Garage # of cars
Trim/Finish MH/Typical Condition Avg. Disposal [ ] Drop Stair [ ] Deck [ ] Attached
Bath Floor Vinyl COOLING Adeq. Dishwasher [ ] Scuttle [ ] Porch Scr/238sf [X] Detached
Bath Wainscot Marlite Central No/Wind. Fan/Hood [X] Floor [ ] Fence [ ] Built-in
Doors MH Wood Other Fans Microwave [ ] Heated [ ] Pool [ ] Carport
All in above average condition Condition Avg. Washer/Dryer [ ] Finished [ ] Laundry/Bath/120sf [X] Driveway 2 Cars
Additional features (special energy efficient items, etc.): Metal siding, carpet, vinyl kitchen floor, mica counter/cabinets; cultured marble vanity top/sink, window treatments, ceiling fans, 120sf attached unfinished laundry/bath, 238sf screened porch, and a 100sf detached metal 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 average quality, and have been maintained in above average condition relative to actual age. Physical depreciation is based on a total economic life 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. 02-78-12

Valuation Section

COST APPROACH table with columns for item, subject, comparable no. 1, 2, 3 and values for site value, improvements, depreciation, and final indicated value.

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals retained in the appraiser's office files.

SALES COMPARISON ANALYSIS table with columns for item, subject, comparable no. 1, 2, 3 and rows for address, price, adjustments, and final adjusted sales price.

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. Adjustments exceeded recommended parameters due primarily to the subject's above average gross living area (for a singlewide) and lack of covered parking. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.

Table with columns for item, subject, comparable no. 1, 2, 3 and rows for date, price and data source, and analysis of any current agreement of sale.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 54,000
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. Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions. 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). I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF November 21, 2002 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 54,000. APPRAISER: Phil Benning, Associate SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA. Signature: [Signature] Did [X] Did Not Inspect Property. Name: Phil Benning, Associate Name: J. Lee Norris, MAI, SRA. Date Report Signed: December 11, 2002 Date Report Signed: December 11, 2002. State Certification #: 0001220 St. Cert. Res. REA State FL State Certification #: 0000643 St. Cert. Gen. REA State FL. Dr. State License # State Dr. State License # State.

# Supplemental Addendum

File No. 02-78-12

Borrower/Client	RHODES, Emilee						
Property Address	11110 Wagon Trail						
City	Bonita Springs	County	Lee	State	FL	Zip Code	34135-5347
Lender	Lee County - County Lands						

## PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of the appraisal is to estimate market value of the subject as of the effective date of the appraisal. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision regarding the possible purchase of the property.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with the USPAP of the Appraisal Foundation. Data sources typically include observation, public records, First American Real Estate Services, RE/Xplorer Internet System, MLS, Realtors, other professionals, appraiser's files, builder's contracts, and cost estimating services (Marshall and Swift).

A thorough search is conducted for comparable properties within an appropriate market area and time frames. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion of the value estimate. Limiting conditions are described in the attached addenda.

## USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

## SUMMARY APPRAISAL REPORT

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

## COMMENTS ON THE MARKET AREA

The subject is located in Leitner Creek Manor, a development of manufactured homes in Bonita Springs. Leitner Creek Manor has good proximity to area facilities in Bonita Springs. Improvements in the subject development exhibit a wide range of manufactured home size, style, age and quality.

## COMMENTS ON THE LAND VALUE ESTIMATE

Since Leitner Creek Manor is maturely developed, there are limited land sales in support of the site value estimate. Included for reference are the following:

Parcel# 25-47-25-B4-00211.0180, 60x95, sold in 02/00 for \$15,500 per OR 3224/2042

Parcel# 25-47-25-B4-00211.0170, 60x95, sold in 06/00 for \$15,500 per OR 3282/1421

## COMMENTS ON THE COST APPROACH & OPTIONS INCLUDED

Unfinished attached laundry/bath, 120sf @ \$38.00/sf = \$4,560

Detached shed, 100sf @ 16.00/sf = \$1,600

Total Options = \$6,160

## COMMENTS ON THE SALES

Age/condition and quality adjustments are based on observable data, and on comments provided by Realtors familiar with the sales utilized. The adjustments are believed to reflect market reaction to the differences.

All sales lacked an **attached bath**. All were smaller in gross living area; all had covered parking.

Sale #1 was on a smaller lot with a 322sf MH enclosed porch in addition to a more appealing 240sf vinyl enclosed porch, and a larger shed.

Sale #2 was on a similar lot but lacked a screened porch, shed and had a smaller MH attached utility room.

Sale #3 was on a similar size lot with a 270sf MH enclosed porch, more appealing than the subject's screened porch, and a less appealing MH utility room relative to the subject's unfinished laundry.

After adjustments, sales indicate a range of value for the subject of \$51,100 to \$55,200. Most emphasis is placed on Sale #1 which required the least net adjustments. Sales #2 and #3 support the lower ends of the value range.

**FUND COMMITMENT**

**Schedule A**

**Commitment No.:** CF-0964863

**Fund File Number** 18-2003-203

**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). \$54,000.00  
**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:**

Emilee Rhodes

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

Lot 11, Block 1, 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-0964863

Fund File Number 18-2003-203

**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 Emilee Rhodes, joined by spouse, 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.*

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**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:*
  - (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*

# FUND COMMITMENT

## Schedule B

*Commitment No.* CF-0964863

*Fund File Number* 18-2003-203

- (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; an amended by Ordinance No. 86-38 in O.R. Book 2189 Page 3334, Public Records of Lee County, Florida.

# 5-Year Sales History

Parcel No. 235

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**



**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

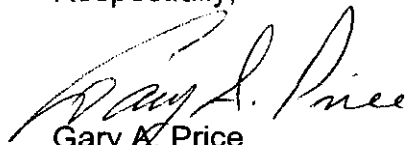
RE: Purchase Agreement – Three Oaks Parkway Extension  
Project No. 4043  
Parcel 235, Emilee Rhodes

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