

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

Blue Sheet No. 20030141

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 205, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$112,000, 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

C6F

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 *[Signature]*

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 26694 Nomad Drive, being further identified as STRAP No.: 25-47-25-B4-00201.0430

The owners of Parcel 205, Victor and Adelaide Wilson, have agreed to sell the property to the County for \$112,000.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$1,750. The seller is responsible for real estate broker and attorney fees, if any.

The property was appraised by the firm of Carlson, Norris and Associates, Inc., with a resulting value of \$111,000.

County staff is of the opinion that the purchase price is within an acceptable range of value, given the inclusion of any and all moving expenses and the County avoiding 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>AD RW</i>	<i>[Signature]</i> 2-14-03	OA <i>[Signature]</i> 2/11/03	OM <i>[Signature]</i> 2/11/03	RISK <i>[Signature]</i> 2/11/03	GC <i>[Signature]</i> 2/11/03	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *2/14/03*
Time: *11:38 am*
Forwarded To:
Co. ADM.
2/17/03 9AM

RECEIVED BY
COUNTY ADMIN.
[Signature]
2-17-03
9:45
COUNTY ADMIN.
FORWARDED TO: *PR*
2-18-03
[Signature]

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway Extension, No. 4043
Parcel: 205/Wilson
STRAP No.: 25-47-25-B4-00201.0430

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 Victor Wilson and Adelaide Wilson, husband and wife, hereinafter referred to as SELLER, whose address is, Post Office Box 2144, Bonita Springs, Florida 34133, 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 .383 acres more or less, and located at 26694 Nomad Drive, Bonita Springs, Florida 34135 and more particularly described as Lots 43 and 44, Block 1, 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, 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 One Hundred Twelve Thousand and No/100 (\$112,000.00), 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 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:

Kenneth D. Faltis
Kenneth Douglas Faltis
Joseph Keith Gomez

SELLER:

Victor Wilson 1-8-03
VICTOR WILSON (DATE)

WITNESSES:

Kenneth D. Faltis
Joseph Keith Gomez

SELLER:

Eleanore Conover attorney in fact for
ADELAIDE WILSON (DATE)
1-8-03

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: Victor and Adelaide Wilson
PARCEL NO.: 205

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for moving expenses, the manufactured home(s) (Model *Southern Manor No. FLA 145932 VW*), 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, awnings, 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 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:

Kenneth D. Feltis
Kenneth Douglas Feltis
Joseph Keith Gomez

SELLER:

Victor Wilson *1-8-03*
Victor Wilson (DATE)

WITNESSES:

Kenneth D. Feltis
Kenneth Douglas Feltis
Joseph Keith Gomez

SELLER:

Eleana Conover Attorney in fact for
Adelaide Wilson (DATE)
1-8-03

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. 02-78-18

Property Description
 Property Address: 26694 Nomad Drive Parcel 205** City Bonita Springs State FL Zip Code 34135-5347
 Legal Description: Lots 43+44, Leitner Creek Manor Unit 2 Bk 1, PB 30, PG 80 County Lee
 Assessor's Parcel No. 25-47-25-B4-00201.0430 Tax Year 2001 R.E. Taxes \$ 714.60 Special Assessments \$ 189/Yr
 Borrower WILSON, V. + Adelaide Current Owner V. + Adelaide Wilson Occupant Owner Tenant Vacant
 Property rights appraised 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 Suburban Rural
 Built up Over 75% 25-75% Under 25%
 Growth rate Rapid Stable Slow
 Property values Increasing Stable Declining
 Demand/supply Shortage In balance Over supply
 Marketing time Under 3 mos. 3-6 mos. Over 6 mos.
 Predominant occupancy Owner Tenant Vacant (0-5%) Vac. (over 5%)
 Single family housing PRICE (\$000) AGE (yrs)
 35 Low New
 100+ High 28
 Predominant
 Present land use %
 One family 100
 2-4 family
 Multi-family
 Commercial
 Land use change
 Not likely Likely
 In process
 To: ****Three Oaks Parkway Extension Project**

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), E. Terry Street (S). Maturely developed with predominately single family and manufactured homes.
 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.

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
 Describe common elements and recreational facilities: N/A

SITE
 Dimensions 120' x 139' per County Records (Includes Lot 44, one vacant building site)
 Site area 16,680 S.F. Corner Lot Yes No
 Specific zoning classification and description MH-1, Mobile Home Conservation
 Zoning compliance Legal Legal nonconforming (Grandfathered use) Illegal No zoning
 Highest & best use as improved: Present use Other use (explain)
 Utilities Public Other
 Electricity
 Gas
 Water
 Sanitary sewer
 Storm sewer
 Off-site Improvements Type Public Private
 Street Asphalt paved
 Curb/gutter None
 Sidewalk None
 Street lights Pole lights
 Alley None
 Topography Level
 Size Larger than Typical (2 Lot Site)
 Shape Primarily Rectangular
 Drainage Appears Adequate
 View Residential
 Landscaping Typical
 Driveway Surface Concrete
 Apparent easements Standard Utility
 FEMA Special Flood Hazard Area Yes No
 FEMA Zone X Map Date 07/20/1998
 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 2 lot site, 1 extra buildable. Site improvements: Fill/prep/landscaping/sod \$3,000, impact fee \$2,700, water/sewer \$4,000, chain link fence \$2,500, 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 <input type="checkbox"/>
No. of Stories One	Exterior Walls MH/Aluminum	Crawl Space Yes	% Finished N/A	Ceiling *Adeq. <input checked="" type="checkbox"/>
Type (Det./Att.) Detached	Roof Surface MH/Shingle	Basement None	Ceiling N/A	Walls *Adeq. <input checked="" type="checkbox"/>
Design (Style) Singlewide+	Gutters & Dwnspnts. Aluminum	Sump Pump None	Walls N/A	Floor <input type="checkbox"/>
Existing/Proposed Existing	Window Type Alum.Awning	Dampness N/A	Floor N/A	None <input type="checkbox"/>
Age (Yrs.) 21/1981	Storm/Screens No/Yes	Settlement N/A	Outside Entry N/A	Unknown <input type="checkbox"/>
Effective Age (Yrs.) 9 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		1		2	2			1,185
Level 2												

Finished area above grade contains: 5 Rooms; 2 Bedroom(s); 2 Bath(s); 1,185 Square Feet of Gross Living Area

INTERIOR	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE
Floors Carpet/Vinyl	Type Cent.	Refrigerator <input type="checkbox"/>	None <input checked="" type="checkbox"/>	Fireplace(s) # None	2 Carport
Walls MH/Paneling	Fuel Elec.	Range/Oven <input checked="" type="checkbox"/>	Stairs <input checked="" type="checkbox"/>	Patio	Garage # of cars
Trim/Finish Clamshell	Condition Avg.	Disposal <input checked="" type="checkbox"/>	Drop Stair <input type="checkbox"/>	Deck	Attached
Bath Floor Vinyl/Carpet	COOLING Adeq.	Dishwasher <input type="checkbox"/>	Scuttle <input type="checkbox"/>	Porch (2) Cov/502sf <input checked="" type="checkbox"/>	Detached
Bath Wainscot Molded Fiberglass	Central Yes	Fan/Hood <input checked="" type="checkbox"/>	Floor <input type="checkbox"/>	Fence 4' Chain Link <input checked="" type="checkbox"/>	Built-In
Doors MH Wood	Other Fans	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool	Carport 2 Cars
All in above average condition	Condition Avg.	Washer/Dryer <input type="checkbox"/>	Finished <input type="checkbox"/>	MH Att Utility/64sf <input checked="" type="checkbox"/>	Driveway 2 Cars

COMMENTS
 Additional features (special energy efficient items, etc.): Alum. siding, cathedral ceilings, carpet, vinyl kitchen & bath floors, mica counters and cabinets; ceiling fans; wall & window treatments; 2 car covered parking, 206sf front covered porch, 296sf side porch, & a 240sf alum. detached 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, have been well maintained and are in well 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. 02-78-18

Valuation Section

Table with columns for COST APPROACH and INDICATED VALUE BY COST APPROACH. Rows include ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, Dwelling, Cov. Porches, Shed, Garage/Carport, Total Estimated Cost New, Less Depreciation, and Depreciated Value of Improvements.

Table with columns for SALES COMPARISON ANALYSIS. Rows include ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Rows include 26694 Nomad Drive, 11243 Tango Drive, 26820 Stardust Drive, and 11207 Torchfire Trail.

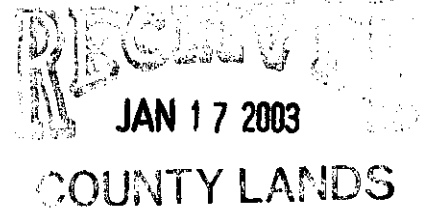
Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sales recorded over 6 months prior to the appraisal date are among the most recent sales of adequately priced manufactured homes in Leitner Creek Manor.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Rows include Date, Price and Data, Source, for prior sales within year of appraisal.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 111,000. 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. Conditions of Appraisal: The value reported herein assumes/considers the contributory value of lot 44 as vacant. However, no survey was provided to address setbacks and possible encroachments. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.

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 December 7, 2002 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 111,000. APPRAISER: Phil Benning, Associate. SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA.



*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 15, 2003

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

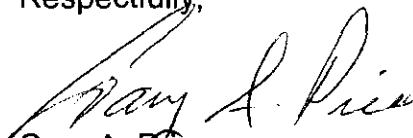
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 205, Victor and Adelaide Wilson

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-0964869

Fund File Number 18-2003-210

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). \$112,000.00
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:

Adelaide Wilson and Victor Wilson

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

Lots 43 and 44, 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-0964869

Fund File Number 18-2003-210

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 Victor Wilson and Adelaide Wilson 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. **Satisfaction of the mortgage from Adelaide Wilson and Victor Wilson to Wachovia Bank National Association dated September 25, 2002 and recorded in O.R. Book 3736 Page 856, of the public records of Lee County, Florida.**

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-0964869

Fund File Number 18-2003-210

- (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.

DURABLE POWER OF ATTORNEY

*Personally viewed
original in 1/18
July*

By this Durable Power of Attorney I, ADELAIDE WILSON, of Lee County, Florida, appoint as my Attorney-In-Fact to manage my affairs my husband, VICTOR B. WILSON. In the event that my husband is unable to serve, then and in that event I appoint as my Attorney-In-Fact to manage my affairs my sister, ELEANOR CONOVER.

This Durable Power of Attorney shall not be affected by any physical or mental disability that I may suffer except as provided by statute, and shall be exercisable from this date. All acts done by my Attorney-In-Fact pursuant to this Power shall bind me, my heirs, devisees and Personal Representatives. This Power of Attorney is nondelegable.

All of my property and interests in property are subject to this Durable Power of Attorney.

Without limiting the broad powers conferred by the preceding provisions, I authorize my Attorney-In-Fact to:

1. Collect all sums of money and other property that may be payable or belonging to me, and to execute receipts, releases, cancellations or discharges.
2. Settle any account in which I have any interest and to pay or receive the balance of that account as the case may require.
3. Enter any safe deposit box or other place of safekeeping standing in my name alone or jointly with another and to remove the contents and to make additions, substitutions and replacements.
4. Borrow money on any terms and with such security as my attorney in fact may think fit and to execute all notes, mortgages and other instruments that my Attorney-In-Fact finds necessary or desirable.
5. Draw, accept, endorse or otherwise deal with any checks or other commercial or mercantile instruments, specifically including the right to make withdrawals from any savings account.
6. Redeem bonds issued by the United States Government or any of its agencies, any other bonds, and any certificates of deposit or other similar assets belonging to me.

7. Sell bonds, shares of stock, warrants, debentures, or other assets belonging to me, and execute all assignments and other instruments necessary or proper for transferring them to the purchaser or purchasers, and give good receipts and discharges for all money payable in respect to them.

8. Invest the proceeds of any redemptions or sales and any other of my money, in bonds, shares of stock, and other securities as my attorney in fact shall think fit.

9. Vote at all meetings of stockholders of any company and otherwise act as my Attorney-In-Fact or proxy with respect to any shares of stock or other securities or investments that now or hereafter belong to me, and appoint substitutes or proxies with respect to any of those shares of stock.

10. Execute in my behalf any tax return and act for me in any examination, audit, hearing, conference or litigation relating to taxes, including authority to file and prosecute refund claims, and enter into any settlements.

11. Sign Contracts, sell, convey, rent, encumber, mortgage, grant easements and licenses, lease for any term, or exchange any real estate or interests in it, for such considerations and upon such terms and conditions as my Attorney-In-Fact may see fit, and execute, acknowledge and deliver all instruments selling and conveying, leasing, renting or encumbering title to property owned by me alone as well as any owned by me and another person jointly.

12. Prosecute, defend and settle all actions or other legal proceedings touching my estate or any part of it touching any matter in which I may be concerned in any way.

13. Purchase bonds issued by the United States that can be applied at face or maturity value on account of estate tax liabilities, commonly known as "flower bonds".

14. Make gifts of any real or personal property as my Attorney-In-Fact shall see fit.

15. To hire, engage, employ and appoint agents, employees and counsel upon such terms and conditions as my Attorney-In-Fact may see fit, and to dismiss and remove at pleasure any such agents, employees and counsel.

16. Do anything regarding my estate, property and affairs that I could do myself.

17. Make gifts of principal and income to any of my lineal descendants. The timing or amounts of such gifts need not be equalized among my descendants and my Attorneys-In-Fact shall file any applicable gift tax returns resulting from such gifts.

18. To contribute, sell, convey or transfer any property, real or personal, tangible or intangible, or any other interests held or owned by me to any Trust created by me or by my spouse, or created for the benefit of me or my spouse.

The powers conferred upon my Attorney-In-Fact extend to all of my right, title and interest in property in which I may have an interest jointly with any other person, whether in an estate by the entirety, joint tenancy or tenancy in common.

The powers conferred by this Power of Attorney are intended to enable my designated Attorney-In-Fact to deal with my property to the same extent and under the same authority as if I had dealt with it myself.

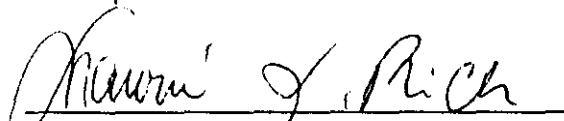
This instrument is executed by me in the State of Florida, but it is my intention that this Power of Attorney shall be exercisable in any other state or jurisdiction, including any state where I may have any real property or interests in real property.

I hereby confirm all acts of my Attorney-In-Fact pursuant to this Power.


Any act that is done under this Power between revocation of this instrument and notice of that revocation to my Attorney-In-Fact shall be valid unless the person claiming the benefit of the act had notice of that revocation.

IN WITNESS WHEREOF, I have set my hand and seal on this 28th day of June, 2001.

Signed, sealed and delivered
in the presence of:


Witness

SHAWNE' J. RICH
Printed Name


Witness

JOAN M. MCGRATH
Printed Name


ADELAIDE WILSON

STATE OF FLORIDA

COUNTY OF LEE

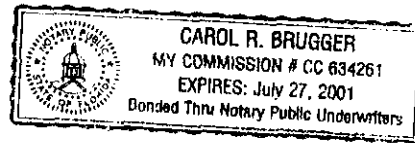
The foregoing instrument was acknowledged before me this 28th day of June, 2001,
by ADELAIDE WILSON, who is personally known to me or who has produced
_____ as identification.



Notary Public

CAROL R. BRUGGER
Printed Name

My Commission Expires:



5-Year Sales History

Parcel No. 205

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS