

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

Blue Sheet No. 20030145

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 328, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$53,000, 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

C6J

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*

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, a vacant residential property, located at 24033 Melanie Lane, being further identified as STRAP No.: 14-47-25-B1-00200.0430

The owners of Parcel 328, Thomas Mackar and Anthony Ferris, have agreed to sell the property to the County for \$53,000.00. The County is to pay costs to close of approximately \$1,250. 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 \$53,000.

Staff recommends 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 Imp. - 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>DAD RAT</i>	<i>John Medgum 2-14-03</i>	OA <i>2-11-03</i>	OM <i>2/17/03</i>	RISK <i>2/17/03</i>	GC <i>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:
*Co. ADM
2/17/03 9AM*

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

This document prepared by

Lee County
County Lands Division
Project: Three Oaks Parkway Extension, No. 4043
Parcel: 328/Mackar & Ferris
STRAP No.: 14-47-25-B1-00200.0430

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 5 day of January, 2003 by and between THOMAS MACKAR and ANTHONY FERRIS, hereinafter referred to as SELLER, whose address is c/o Anthony Ferris, 14060 Biscayne Boulevard, Apt. # 610, N. Miami, Florida 33181, 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 1.25 acres more or less, and located at 24033 Melanie Lane, Bonita Springs, Florida 34135 and more particularly described as Tract 43, SAN CARLOS ESTATES, according to the Plat thereof recorded in Official Record Book 557, at pages 354-355, of the Public Records of Lee County, Florida, 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-Three Thousand and No/100 (\$53,000.00), 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:

Bonnie K Mackar
Ch. Mack

SELLER:

Thomas Mackar 1-5-03
THOMAS MACKAR (DATE)

WITNESSES:

[Signature]
[Signature]

SELLER:

[Signature] 12-26-02
ANTHONY FERRIS (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)

LAND APPRAISAL REPORT

Project No. 4043

File No. 02-78-11

Summary Appraisal Report

Borrower MACKAR, Thomas+FERRIS, Anthony	Census Tract 503.02	Map Reference 14-47-25
Property Address 24033 Melaine Lane	Parcel 328, Three Oaks Parkway Extension	Project No. 4043
City Bonita Springs	County Lee	State FL
Legal Description Tract 43, San Carlos Estates Unrec., OR 557 PG 354, STRAP# 14-47-25-B1-00200.0430		
Sale Price \$ Not a Sale	Date of Sale N/A	Loan Term N/A yrs.
Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD		
Actual Real Estate Taxes \$ 524.83/2001 (yr)	Loan charges to be paid by seller \$ N/A	Other sales concessions N/A
Lender/Client Lee County - County Lands	Address P.O. Box 398, Fort Myers, FL 33902-0398	
Occupant Vacant Land	Appraiser Phil Benning, Associate	Instructions to Appraiser Estimate market value.

Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos. Present Land Use 55% 1 Family % 2-4 Family % Apts. % Condo % Commercial % Industrial 45% Vacant % Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) (*) From _____ To _____ Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant 5 % Vacant Single Family Price Range \$ 75 to \$ 300 Predominant Value \$ 100-160 Single Family Age New yrs. to 25 yrs. Predominant Age 15-20 yrs.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Employment Stability</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Employment</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Shopping</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Schools</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Recreational Facilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Utilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Property Compatibility</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Protection from Detrimental Conditions</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Police and Fire Protection</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>General Appearance of Properties</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Appeal to Market</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The area is experiencing increased developmental pressure, which is expected to continue into the near future. Existing development is average to custom quality homes. Support facilities are located within two miles of the subject. No adverse marketing factors were noted at the time of the appraisal. Subject was last listed for \$65,000 per MLS 80060805 B. Listing was terminated 08/05/02 and was not relisted.

Dimensions 165' x 330' Per Lee County Plat = 1.25 Sq. Ft. or Acres <input type="checkbox"/> Corner Lot	Zoning classification AG-2 Agricultural/Residential Present Improvements <input type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations
Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____	OFF SITE IMPROVEMENTS
Elec. <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other (Describe) _____ Gas <input type="checkbox"/> _____ Water <input checked="" type="checkbox"/> Available <input type="checkbox"/> _____ San. Sewer <input type="checkbox"/> Septic <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights	Topo Level Size Typical of area Shape Primarily Rectangular View Residential Drainage Appears adequate.
Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): <u>No adverse easements or site conditions were noted, however, no survey was provided.</u>	

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	24033 Melaine Lane STRAP14-47-25-B1-00200.0430	24231 Whip-O-Will Lane 14-47-25-B2-00200.2230	24229 Golden Eagle Lane 14-47-25-B1-00200.2310	24199 Whip-O-Will Lane 14-47-25-B2-00200.2120
Proximity to Subject		0.49 mile southeast	0.15 mile southwest	0.48 mile southeast
Sales Price	\$ Not a Sale	\$ 55,000	\$ 51,900	\$ 50,000
Price Per Acre	\$ N/A	\$ 43,700	\$ 41,500	\$ 39,700
Data Source	Inspection/Pub. Records	MLS/ORB 3751 PG 1114	MLS/ORB 3738 PG 0660	MLS/ORB 3753 PG 0386
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
	N/A	10/14/02	09/26/02	10/16/02
Location	San Carlos Estates	San Carlos Estates	San Carlos Estates	San Carlos Estates
Site/View	Residential	Residential	Residential	Residential
Access Road	UnPaved	UnPaved	UnPaved	UnPaved
Site Size	1.25 acres	1.26 acres	1.25 acres	1.26 acres
Improvements	None	None	None	None
Sales or Financing Concessions	N/A	Cash Indicated	Conventional \$39,400	Conventional \$36,000
Net Adj. (Total)		\$ + - - -	\$ + - - -	\$ + - - -
Indicated Value of Subject		Net % \$ 55,000	Net % \$ 51,900	Net % \$ 50,000

Comments on Market Data: All the above sales are very recent and are believed to be among the best indications of value for the subject lot. See Addendum.

Comments and Conditions of Appraisal: This is a Summary Appraisal Report. See attached Limiting Conditions. The reported existence of wetlands on the subject lot does not appear to adversely affect marketability or value.

Final Reconciliation: The Sales Comparison Analysis typically reflects the actions and attitude of participants in the marketplace. The Cost Approach is not applicable for the valuation of vacant land since there are no improvements. The Income Approach is not used due to the fact the vacant land is not typically purchased to generate income.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF **November 21, 20 02** to be \$ **53,000**

St. Cert. Res. REA #0001220 **Phil Benning, Associate** St. Cert. Gen. REA #0000644 **J. Lee Norris, MAI, SRA**
 Appraiser(s) Review Appraiser (if applicable) Did Did Not Physically Inspect Property



RECEIVED
JAN 16 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 14, 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 328, Mackar/Ferris

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

Schedule A

Commitment No.: CF-0964859
Effective Date: December 17, 2002 at 11:00 p.m.

Fund File Number 18-2003-215

Agent's File Reference: Three Oaks Parkway South Extension

1. Policy or Policies to be issued:	Proposed Amount of Insurance
OWNER'S: ALTA Owner's Policy (10/17/92)	\$53,000.00

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:

Thomas Mackar and Anthony Ferris

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

Tract 43, SAN CARLOS ESTATES, according to the map or plat thereof as recorded in Official Records Book 557, Pages 354 and 355, Public Records of Lee County, Florida.

AGENT NO.: 1371
ISSUED BY: LAW OFFICES OF JOHN D. SPEAR, P.A.

MAILING ADDRESS:

9200 Bonita Beach Road, Suite
#204
Bonita Springs, Florida 34135

AGENT'S SIGNATURE



LAW OFFICES OF JOHN D. SPEAR, P.A.



FUND COMMITMENT

Schedule B

Commitment No.: CF-0964859

Fund File Number 18-2003-215

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 Thomas Mackar and Anthony Ferris, joined by spouse, if married, to the proposed 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. Sufficient proof must be furnished and placed of record to establish that at the time of the conveyance of the subject property to Thomas Mackar and Anthony Ferris by deed recorded under O.R. Book 1686, Page 4178, Public Records of Lee County, Florida, the subject property did not constitute the homestead of the Grantor under said deed, or that said Grantor was unmarried at the time of such conveyance.***

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-0964859

Fund File Number 18-2003-215

(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. Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes.
5. 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.
6. A judgment creating and incorporating San Carlos Estates Drainage District recorded in O.R. Book 521, Page 120, Public Records of Lee County, Florida.
7. A declaration of right-of-way by American International Land Corporation to San Carlos Estates Drainage District recorded in O.R. Book 507, Page 135, Public Records of Lee County, Florida.
8. A dedication of easements by American International Land Corporation to San Carlos Estates Drainage District recorded in O.R. Book 535, Page 828, Public Records of Lee County, Florida.
9. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of San Carlos Estates, as recorded in Official Record Book 557, Page(s) 354 and 355, Public Records of Lee County, Florida.
10. Oil, gas, mineral, or other reservations as set forth in deed recorded in Deed Book 294, Page 248, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
11. Easement in favor of Florida Power and Light Company, contained in instrument recorded in O.R. Book 2718, Page 795, Public Records of Lee County, Florida.
12. Taxes for the year 2003, which are not yet due and payable.
13. Easement contained in instrument recorded in O.R. Book 1307, Page 36, Public Records of Lee County, Florida.

5-Year Sales History

Parcel No. 328

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS