

**Lee County Board of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20030180**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the acquisition of Parcel 211, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$85,000, 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

*C6N*

**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, improved with a single-family mobile home, located at 26658 Nomad Drive, being further identified as STRAP No.: 25-47-25-B4-00201.0370

The owner of Parcel 211, Hermit Penix and Mary Penix Living Trust, has agreed to sell the property to the County for \$85,000.00, 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 \$85,000.

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 - Bonita
- 506110 - Land

Attachments: Purchase Agreement  
Appraisal  
Letter from City of Bonita Springs  
Ownership/Title Data  
Affidavit of Interest in Real Property  
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>OAD 511 Rex</i>	<i>John J Reagan 2-17-03</i>	OA <i>John 2-18-03</i>	OM <i>John 2-18-03</i>	RISK <i>John 2-18-03</i>	GC <i>John 2-18-03</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *2/17/03*  
Time: *1:55 pm*  
Forwarded To:  
*ADMIN  
2/18/03 9:50*

RECEIVED BY  
COUNTY ADMIN. *EW*  
*2-18-03*  
*9:50*  
COUNTY ADMIN.  
FORWARDED TO: *[Signature]*  
*2/18 50*

This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway Extension, No. 4043  
Parcel: 211/Penix Trust  
STRAP No.: 25-47-25-B4-00201.0370

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 Monday day of 1 - 6, 2003 by and between Hermit C. Penix, a/k/a Hermit Penix, individually and as sole surviving Trustee of the Hermit Penix and Mary Penix Living Trust, hereinafter referred to as SELLER, whose address is, 950 N 100 E, Angola, IN 46703, 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 .187 acres more or less, and located at 26658 Nomad Drive, Bonita Springs, Florida 34135 and more particularly described as Lot 37, Block 1, Leitner Creek Manor, Unit 2, according to the plat thereof, as recorded in Plat Book 30, Pages 79 and 80, in 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 Eighty-Five Thousand and No/100 (\$85,000.00), 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:

Erick A. Salton  
Larry Penix

SELLER:

Hermit C. Penix 1/10/03  
HERMIT C. PENIX, (Date)  
a/k/a Hermit Penix, Individually  
and as sole surviving Trustee of  
the Hermit Penix and Mary Penix  
Living Trust

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:** Hermit Penix, Trustee  
**PARCEL NO.:** 211

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for relocation expenses, the manufactured home (Model GREEN, Florida Real Property Tag Nos.: R211126 and R211127), 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, except as noted below, may cause a delay in closing and a reduction in the Purchase Price. All additional costs associated with any breach of this covenant will be paid by the SELLER. This covenant shall survive closing.

Upon the BUYER'S written acceptance of this Agreement, SELLER hereby gives permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

Eric J. Sabers  
Tammy Penix

SELLER:

Hermit C. Penix 11/6/03  
HERMIT C. PENIX, (Date)  
a/k/a Hermit Penix, Individually and  
as sole surviving Trustee of the  
Hermit Penix and Mary Penix Living  
Trust

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. 02-78-02

Property Address 26658 Normad Drive Parcel 211\*\* City Bonita Springs State FL Zip Code 34135-5347  
 Legal Description Lot 37, Leitner Creek Manor Unit 2 BIK 1, PB 30, PG 80 County Lee  
 Assessor's Parcel No. 25-47-25-B4-00201.0370 Tax Year 2001 R.E. Taxes \$ 485.13 Special Assessments \$ 189/Yr  
 Borrower PENIX, Hermit C & Mary E., Trust Current Owner Hermit C. & Mary E. Penix Trust 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	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Predominant occupancy	Single family housing PRICE \$(000)	AGE (yrs)	Present land use %	Land use change
Built up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/> Owner	35	Low New	One family 100	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	<input checked="" type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	<input type="checkbox"/> Tenant	100+	High 28	2-4 family	<input type="checkbox"/> In process
Property values	<input checked="" type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Vacant (0-5%)	Predominant		Multi-family	To:
Demand/supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In balance	<input type="checkbox"/> Over supply	<input type="checkbox"/> Vac. (over 5%)	40-80+	15-20	Vacant	0
Marketing time	<input type="checkbox"/> Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.					<b>**Three Oaks Parkway Extension Project</b>

**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

Dimensions <u>60' x 136' per County Records</u>	Topography <u>Level</u>
Site area <u>8,160 S.F.</u>	Size <u>Typical</u>
Specific zoning classification and description <u>MH-1, Mobile Home Conservation</u>	Shape <u>Primarily Rectangular</u>
Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	Drainage <u>Appears Adequate</u>
Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)	View <u>Residential</u>
Utilities	Landscaping <u>Good/Mature citrus</u>
Electricity <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other	Driveway Surface <u>Grass</u>
Gas <input type="checkbox"/>	Apparent easements <u>Standard Utility</u>
Water <input checked="" type="checkbox"/>	FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sanitary sewer <input checked="" type="checkbox"/>	FEMA Zone <u>X</u> Map Date <u>07/20/1998</u>
Storm sewer <input type="checkbox"/>	FEMA Map No. <u>1251240510D</u>
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): <u>No adverse site conditions observed; no site survey provided. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$3,000, impact fee \$2,700, water/sewer \$4,000.</u>	

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	<u>One</u>	Foundation	<u>Concrete Piers</u>	Slab	<u>None</u>	Area Sq. Ft.	<u>None</u>	Roof	<input type="checkbox"/>
No. of Stories	<u>One</u>	Exterior Walls	<u>MH/Metal</u>	Crawl Space	<u>Yes</u>	% Finished	<u>N/A</u>	Ceiling	<u>*Adeq.</u> <input checked="" type="checkbox"/>
Type (Det./Att.)	<u>Detached</u>	Roof Surface	<u>MH/Metal</u>	Basement	<u>None</u>	Ceiling	<u>N/A</u>	Walls	<u>*Adeq.</u> <input checked="" type="checkbox"/>
Design (Style)	<u>Doublewide</u>	Gutters & Dwnspnts.	<u>None</u>	Sump Pump	<u>None</u>	Walls	<u>N/A</u>	Floor	<input type="checkbox"/>
Existing/Proposed	<u>Existing</u>	Window Type	<u>Alum. SH</u>	Dampness	<u>N/A</u>	Floor	<u>N/A</u>	None	<input type="checkbox"/>
Age (Yrs.)	<u>18/1984</u>	Storm/Screens	<u>No/Yes</u>	Settlement	<u>N/A</u>	Outside Entry	<u>N/A</u>	Unknown	<input type="checkbox"/>
Effective Age (Yrs.)	<u>11 years</u>	Manufactured House	<u>YES</u>	Infestation	<u>N/A</u>			*Assumed Adeq.	<input type="checkbox"/>

DESCRIPTION OF IMPROVEMENTS												
ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												<u>None</u>
Level 1	<u>Area</u>	<u>1</u>	<u>1</u>	<u>1</u>				<u>3</u>	<u>2</u>	<u>1</u>		<u>1,420</u>
Level 2												

Finished area above grade contains: <u>7 Rooms, 3 Bedroom(s), 2 Bath(s), 1,420 Square Feet of Gross Living Area</u>												
INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE		
Floors	<u>Carpet/Vinyl</u>	Type	<u>Adeq.</u>	Refrigerator	<input type="checkbox"/>	None	<input checked="" type="checkbox"/>	Fireplace(s) #	<u>0</u>	None	<input type="checkbox"/>	
Walls	<u>MH/Paneling</u>	Fuel	<u>Elec.</u>	Range/Oven	<input type="checkbox"/>	Stairs	<input type="checkbox"/>	Patio		Garage	<u># of cars</u>	
Trim/Finish	<u>Clamshell</u>	Condition	<u>Avg.</u>	Disposal	<input checked="" type="checkbox"/>	Drop Stair	<input type="checkbox"/>	Deck		Attached		
Bath Floor	<u>Vinyl/Carpet</u>	COOLING	<u>Adeq.</u>	Dishwasher	<input checked="" type="checkbox"/>	Scuttle	<input type="checkbox"/>	Porch	<u>Cov/75sf</u>	Detached		
Bath Wainscot	<u>Molded Fiberglass</u>	Central	<u>Yes</u>	Fan/Hood	<input checked="" type="checkbox"/>	Floor	<input type="checkbox"/>	Fence		Built-In		
Doors	<u>MH Wood</u>	Other	<u>Fans</u>	Microwave	<input type="checkbox"/>	Heated	<input type="checkbox"/>	Pool		Carport	<u>2 Cars+</u>	
All in above average condition		Condition	<u>Avg.</u>	Washer/Dryer	<input type="checkbox"/>	Finished	<input type="checkbox"/>	Driveway		2 Cars		

Additional features (special energy efficient items, etc.): Metal siding, cathedral ceilings, carpet, vinyl kitchen, bath & laundry floors, mica counters and cabinets; ceiling fans; wall & window treatments; chair rails; 2 car+ covered parking, 75sf front covered porch & a 145sf frame utility shed.  
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of very good quality, have been well maintained and are in above average condition relative to actual age. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years in lieu of the typical 35 years.  
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: No adverse environmental conditions noted on the subject site or in the immediate vicinity.

Table with columns for COST APPROACH, ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, and INDICATED VALUE BY COST APPROACH.

Table with columns for SALES COMPARISON ANALYSIS, ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3.

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.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 85,000

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

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

Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. 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 435/FNMA form 1004B (Revised 6/93).



JAN 17 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 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 211, Penix Trust

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-0964861

**Fund File Number** 18-2003-201

**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).

\$85,000.00

**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:**

Hermit Penix and Mary Penix Living Trust

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

Lot 37, 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

**MAILING ADDRESS:**

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

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

**AGENT'S SIGNATURE**

  
John D. Spear

# FUND COMMITMENT

## Schedule B

Commitment No. CF-0964861

Fund File Number 18-2003-201

**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. Trustee's Deed from the Trustees of the Hermit Penix and Mary Penix Living Trust, to the proposed insured.
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. Recording of affidavit from trustee or attorney for the trust stating at least the following: (1) name of the trustee(s) and excerpts of the pertinent pages from the trust documents attached as exhibit(s), (2) legal description of the trust property, (3) an affirmative statement that the trustee has full power and authority to do the required act and excerpts of the trust describing such authority, (4) affirmation that no contrary powers or restrictions appear in the trust document, and (5) affirmation that the trust has been in full force and effect during the period of ownership of the property to be insured, (6) Identify the Trustees that acquired title to the subject property in Deed recorded in O.R. Book 2336 Page 755, and re-recorded in O.R. Book 2348 Page 3846, public records of Lee County, Florida.

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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:**

# FUND COMMITMENT

## Schedule B

**Commitment No.** CF-0964861

**Fund File Number** 18-2003-201

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

Parcel: 211 & 212/Penix  
STRAP: 25-47-25-B4-00201.0360 & .0370  
Project: Three Oaks Parkway Extension, No. 4043

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 28 day of JAN., 2008 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Hermit C. Penix, (a/k/a Hermit Penix), individually and as sole surviving  
Trustee of the Hermit Penix and Mary Penix Living Trust  
950 N 100 E  
Angola, Indiana 46703

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Hermit Penix
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as:

26652 and 26658 Nomad Drive, Bonita Springs, Florida 34135 and more particularly described as Lots 36 and 37, Block 1, Leitner Creek Manor, Unit 2, according to the plat thereof, as recorded in Plat Book 30, Pages 79 and 80, in the Public Records of Lee County, Florida.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Lucrene Calloway  
Witness Signature

Lucrene Calloway  
Printed Name

Erika A. Sanborn  
Witness Signature

ERIKA L. SANBORN  
Printed Name

Hermit Penix  
Signature of Affiant

Hermit C. Penix  
Printed Name

Affidavit of Interest in Real Property  
Parcel: 211 & 212/Penix  
STRAP: 25-47-25-B4-00201.0360 & .0370  
Project: Three Oaks Parkway Extension, No. 4043

STATE OF Indiana  
COUNTY OF Steuben

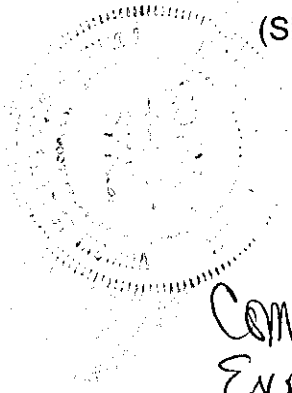
SWORN TO AND SUBSCRIBED before me this 28 day of January, 2003 by \_\_\_\_\_  
Hermit C. Penix, individually and as sole surviving Trustee  
(name of person acknowledged)

of the Hermit Penix and Mary Penix Living Trust.

Erika L. Sanborn  
(Notary Signature)

ERIKA L. SANBORN  
(Print, type or stamp name of Notary)

Personally known ES  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_



Commission Expires 2/13/10



# 5-Year Sales History

Parcel No. 211

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**