

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

Blue Sheet No. 20030562

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 232, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$52,500, 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

C6D

3. MEETING DATE:

06-03-2003

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 11134 Wagon Trail, being further identified as STRAP No.: 25-47-25-B4-00201.0150.

The owners of Parcel 232, Zella Mae Siler and Ronald J. Edwards, have agreed to sell the property to the County for \$52,500.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$1,000. 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 \$51,000.

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 20404318808.506110
 20 - CIP
 4043 - Three Oaks Parkway South Extension
 18808 - Road Impact Fees - 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>L. Williams for KIP</i>			<i>AD 5/15/03 KIP</i>	<i>John Edwards 5-13-03</i>	QA	COM	RISK	GC	<i>1/5</i>
					5-13-03	4:40	COUNTY ADMIN. FORWARDED TO: <i>HS</i>		<i>5/15/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

2003 MAY 16 AM 7:29

PUBLIC RESOURCES RECEIVED

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 232/Siler & Edwards

STRAP No.: 25-47-25-B4-00201.0150

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 Zella Mae Siler and Ronald J. Edwards, Owners, hereinafter referred to as SELLER, whose address is, 11122 Wagon Trail, Bonita Springs, Florida 34135, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of .186 acres more or less, and located at 11134 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 15, Block 1, LEITNER CREEK MANOR, Unit 2, a subdivision according to the plat or map thereof described in Plat Book 30, Pages 79 and 80, of the Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway South Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Fifty-Two Thousand Five Hundred and No/100 (\$52,500.00), 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:

Joseph Luis Gomez

SELLER:

Zella M. Siler 4/29/03
Zella Mae Siler (DATE)

WITNESSES:

Joseph Luis Gomez

SELLER:

Ronald J. Edwards 4/29/03
Ronald J. Edwards (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Siler & Edwards
PARCEL NO.: 232

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for moving expenses, the manufactured home (Model Homeette, Cart No. A30674, ID MF2544C), additions, improvements, detached shed(s), carport awning, fencing, landscaping 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 and floor covering, 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 asbestos is present in the improvements or if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

Handwritten signature of witness, likely Josep Kevin Gomez.

SELLER:

Handwritten signature of Zella Mae Siler dated 4/29/03.

WITNESSES:

Handwritten signature of witness, likely Josep Kevin Gomez.

SELLER:

Handwritten signature of Ronald J. Edwards dated 4/29/03.

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

Project No. 4043
File No. 02-78-34

Property Address 11134 Wagon Trail		Parcel 232**		City Bonita Springs		State FL		Zip Code 34135-5367	
Legal Description Lot 15, Leitner Creek Manor Unit 2 Blk 1, PB 30, PG 80		County Lee		Assessor's Parcel No. 25-47-25-B4-00201.0150		Tax Year 2002		R.E. Taxes \$ 795.49	
Special Assessments \$ 197/Yr		Borrower EDWARDS, Ronald J.+SILER, Zella		Current Owner Zella Mae Siler+Ronald J. Edwards		Occupant: <input checked="" type="checkbox"/> Owner		<input type="checkbox"/> Tenant <input type="checkbox"/> Vacant	
Property rights appraised <input checked="" type="checkbox"/> Fee Simple		<input type="checkbox"/> 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	
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		Built up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Growth rate <input checked="" type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		Property values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining		Demand/supply <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In balance <input type="checkbox"/> Over supply	
Marketing time <input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.		Predominant occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vac. (over 5%)		Single family housing PRICE \$ (000) 35		AGE (yrs) Low New		Present land use % One family 100	
				100+ High 28		Multi-family		Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely	
				40-80+ 15-20		Commercial		in process	
						Vacant 0		**Three Oaks Parkway Extension Project	
<p>Note: Race and the racial composition of the neighborhood are not appraisal factors.</p> <p>Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), E.Terry Street (S). Maturely developed with predominately single family and manufactured homes.</p> <p>Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):</p> <p>There were no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of average-good quality homes that are adequately maintained and that have average-good appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Stable to increasing employment and property values are prevalent.</p>									
<p>Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):</p> <p>No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Supply & demand are in balance, with typical marketing time 4-6 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.</p>									
<p>Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Approximate total number of units in the subject project N/A</p> <p>Approximate total number of units for sale in the subject project N/A</p> <p>Describe common elements and recreational facilities: N/A</p>									
<p>Dimensions 80' x 135' per County Records</p> <p>Site area 8,100 S.F.</p> <p>Specific zoning classification and description MH-1, Mobile Home Conservation,</p> <p>Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning</p> <p>Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)</p>					<p>Topography Level</p> <p>Size Typical</p> <p>Shape Rectangular</p> <p>Drainage Appears Adequate</p> <p>View Residential</p> <p>Landscaping Typical</p> <p>Driveway Surface Concrete</p> <p>Apparent easements Standard Utility</p> <p>FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>FEMA Zone X Map Date 07/20/1998</p> <p>FEMA Map No. 1206800510D</p>				
<p>Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions observed; no site survey provided. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$2,000, impact fee \$2,700, water/sewer \$4,000, concrete driveway \$2,000, well \$1,000.</p>									
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/Metal		Crawl Space Yes		% Finished N/A		Ceiling *Adeq. <input checked="" type="checkbox"/>	
Type (Det./Att.) Detached		Roof Surface 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. SH		Dampness N/A		Floor N/A		None <input type="checkbox"/>	
Age (Yrs.) 34/1969		Storm/Screen No/Yes		Settlement N/A		Outside Entry N/A		Unknown <input type="checkbox"/>	
Effective Age (Yrs.) 15 years		Manufactured House YES		Infestation N/A				*Assumed Adeq.	
ROOMS		Foyer		Living		Dining		Kitchen	
Basement		Den		Family Rm.		Rec. Rm.		Bedrooms	
Level 1		Area		1		Area		1	
Level 2								2	
								1	
								Closet	
								Area Sq. Ft. 268	
<p>Finished area above grade contains: 4 Rooms, 2 Bedroom(s), 1 Bath(s), 568 Square Feet of Gross Living Area</p>									
INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES	
Materials/Condition Carpet/Vinyl		Type FWA		Refrigerator <input type="checkbox"/>		None <input checked="" type="checkbox"/>		Fireplace(s) # 0 <input type="checkbox"/>	
Walls MH/Paneling		Fuel Elec.		Range/Oven <input checked="" type="checkbox"/>		Stairs <input type="checkbox"/>		None <input type="checkbox"/>	
Trim/Finish MH/Typical		Condition Avg.		Disposal <input type="checkbox"/>		Drop Stair <input type="checkbox"/>		Patio <input type="checkbox"/>	
Bath Floor Vinyl		COOLING Adeq.		Dishwasher <input type="checkbox"/>		Scuttle <input type="checkbox"/>		Deck <input type="checkbox"/>	
Bath Wainscot Marlite		Central No		Fan/Hood <input checked="" type="checkbox"/>		Floor <input type="checkbox"/>		Porch Encl/208sf <input checked="" type="checkbox"/>	
Doors MH Wood		Other Wall Unit		Microwave <input type="checkbox"/>		Heated <input type="checkbox"/>		Fence <input type="checkbox"/>	
All in above average condition		Condition Avg.		Washer/Dryer <input type="checkbox"/>		Finished <input type="checkbox"/>		Pool <input type="checkbox"/>	
								MH Att. Utility/99sf <input checked="" type="checkbox"/>	
<p>Additional features (special energy efficient items, etc.): Metal siding, vinyl kitchen & bath floors, mica counter/cabinets, ceiling fans, 208sf enclosed porch, a 99sf MH attached utility and a 64sf detached shed.</p> <p>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 good quality, and have been well maintained in well above average condition relative to actual age. Due to the subject's average manufactured home quality, physical depreciation is based on a total economic life of the typical 35 years.</p> <p>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.</p>									

UNIFORM RESIDENTIAL APPRAISAL REPORT

Project No. 4043

File No. 02-78-34

Valuation Section

ESTIMATED SITE VALUE	Unimproved site	= \$	18,000		Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals retained in the appraiser's office files.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:					
Dwelling	568 Sq. Ft. @ \$ 49.00	= \$	27,832		
Enclosed Porch	208 Sq. Ft. @ \$ 20.00	=	4,160		
Att. Utility	99sf @ \$18/sf + Shed, 64sf @ \$18/sf	=	2,808		
Garage/Carport	313 Sq. Ft. @ \$ 12.00	=	3,756		
Total Estimated Cost New		= \$	38,358		
Less	Physical	Functional	External		
Depreciation	16,439	= \$	16,439		
Depreciated Value of Improvements		= \$	21,917		
As-Is Value of Site Improvements		= \$	11,700		
INDICATED VALUE BY COST APPROACH		= \$	51,617		

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	11134 Wagon Trail 25-47-25-B4-00201.0150	11183 Tango Drive 25-47-25-B4-00211.0010	28719 Stardust Drive 25-47-25-B4-00201.0700	26658 Token Court 25-47-25-B4-00206.0040
Proximity to Subject		0.19 mile southeast	0.17 mile south	0.07 mile south
Sales Price	\$ Not a Sale	\$ 58,000	\$ 52,000	\$ 56,900
Price/Gross Living Area	\$	\$ 83.33	\$ 72.22	\$ 84.67
Data and/or Verification Source	Inspection Pub. Records	ORB 3846 PG 4707 MLS/FARES/Lee County	ORB 3846 PG 4719 MLS/FARES/Lee County	ORB 3882 PG 4304 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing Concessions		Cash Indicated	Cash Indicated	Conventional \$58,000
Date of Sale/Time		02/14/03	01/14/03	03/26/03
Location	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	8,100sf	5,700sf +2,000	5,600sf +2,000	6,000sf +2,000
View	Residential	Residential	Residential	Residential
Design and Appeal	Singlewide	Singlewide	Singlewide	Singlewide
Quality of Construction	MH/Average	MH/Average	MH/Average	MH/Average
Age	Eff=15, A=34	Eff=14, A=28 -500	Eff=17, A=29 +1,000	Eff=17, A=25 +1,000
Condition	Above Avg.	Superior -500	Inferior +1,000	Inferior +1,000
Above Grade	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths
Room Count	4 2 1	4 2 2 -2,000	4 2 2 -2,000	4 2 2 -2,000
Gross Living Area	568 Sq. Ft.	672 Sq. Ft. -3,300	720 Sq. Ft. -4,900	672 Sq. Ft. -3,300
Basement & Finished Rooms Below Grade	None	None	None	None
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	FWA/Wall Unit	Central/Central -1,500	Central/Central -1,500	Central/Central -1,500
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	1 Carport	1 Carport	1 Carport	1 Carport
Porch, Patio, Deck	208 Encl. Porch	200sf Encl. Porch	150sf Vinyl Porch +600	260sf Encl. Porch -500
Fireplace(s), etc.	64sf Shed	156sf Sheds -700	64sf Shed +500	None +500
Fence, Pool, etc.	None	None	None	368sf Scr. Porch -2,900
Other Features	99sf Att. Utility	120sf Att. Utility	80sf Att. Utility	64sf Att. Utility
Net Adj. (total)		+ 6,500	+ 3,800	+ 5,700
Adjusted Sales Price of Comparable		\$ 49,500	\$ 48,200	\$ 51,200

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): **See attached comments. Adjustments exceeded parameters in some instances due to the subject's smaller than typical livable area relative to singlewide manufactured homes in Leitner Creek Manor.**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No sale in the last 12 mos. per Lee Co.	No prior sale noted other than above in past twelve months	No prior sale noted other than above in past twelve months	No prior sale noted other than above in past twelve months
Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The subject property is not listed in the regional MLS.				

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 51,000

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

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.
 Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.

Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach 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 439/FNMA form 1004B (Revised 6/93).
 (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF March 28, 2003
 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE 51,000

APPRaiser: Phil Benning, Associate
 Signature: *Phil Benning*
 Name: Phil Benning, Associate
 Date Report Signed: April 15, 2003
 State Certification # 0001220 St. Cert. Res. REA State FL
 Or State License # State

SUPERVISOR APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
 Signature: *J. Lee Norris* Did Did Not
 Name: J. Lee Norris, MAI, SRA Inspect Property
 Date Report Signed: April 15, 2003
 State Certification # 0000843 St. Cert. Gen. REA State FL
 Or State License # State



RECEIVED
MAY - 5 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

May 1, 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 232, Siler/Edwards

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-1056936
Effective Date: April 4, 2003 at 11:00 P.M.

Fund File Number 18-2003-1806
Agent's File Reference: 03-1102

1. Policy or Policies to be issued:

Proposed Amount of Insurance

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

To Be Determine not to exceed
\$100,000.00

Proposed Insured:

Lee County, *APSOTSOFF*

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:

Zella Mae Siler and Ronald J. Edwards *-OM*

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

Lot 15, Block 1, LEITNER CREEK MANOR, Unit 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida. *-OM*

AGENT NO.: 13710
ISSUED BY: Law Offices of John D. Spear, PA

MAILING ADDRESS:

9200 Bonita Beach Rd Ste. 204
Bonita Springs, FL 34135

AGENT'S SIGNATURE

John D Spear

Law Offices of John D. Spear, PA

○ ○

FUND COMMITMENT

Schedule B

Commitment No.: CF-1056936

Fund File Number 18-2003-1806

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 Zella Mae Siler, joined by spouse, if married, to the proposed purchaser(s). —**
 - b. **Warranty Deed from Ronald J. Edwards, 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. **Affidavit of Ronald J. Edwards establishing that the marriage between him and Rosetta Edwards, deceased, was continuous and uninterrupted from a time prior to their taking title to the subject property until her death. —**
5. **Recording of certified copy of death certificate of Rosetta Edwards, or if same is not available, then affidavit from a person with actual knowledge or who has reviewed a certified copy of said death certificate who can attest to facts surrounding the death of Rosetta Edwards. —**

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-1056936

Fund File Number 18-2003-1806

(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, as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida. —
5. Taxes for the year 2003, which are not yet due and payable. —
6. 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. — *SOLID WASTE*
7. Right-of-Way Agreement recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida. *VE-ALL STREETS*
8. Covenants, conditions and restrictions recorded February 3, 1970, in O.R. Book 575, Page 808, Public Records of Lee County, Florida. ?
9. Assignment of Developers Rights as to restrictions recorded in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida. *SEE ATTACHED COPY*
10. Subject to all assessments levied by the Homeowner Association.

5-Year Sales History

Parcel No. 232

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS