

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

Blue Sheet No. 20030911

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 208, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$53,371.00; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06 COMMISSION DISTRICT #: 3	<i>C6B</i>
3. MEETING DATE: 08-26-2003	

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

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, improved with a single-family mobile home.

Property Details

Owner: Beneficiaries of Raymond Owen Howard
Address: 26674 Nomad Drive, Bonita Springs
STRAP No.: 25-47-25-B4-00201.0400

Purchase Details

Purchase Price: \$53,371 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$750 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$53,000

Staff Recommendation: County staff recommends that the Board approve the Requested Motion.

Account: 20404318808.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 18808 - Road Impact Fees, Bonita; 506110 - Land

Attachments: Purchase Agreement; Appraisal (Location Map Included); Letter from City of Bonita Springs; 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
					QA	DOM	RISK	GC	
<i>K. Forsyth</i>			<i>[Signature]</i> 8/13/03	<i>[Signature]</i> 8-13-03	<i>[Signature]</i> 8/13/03	<i>[Signature]</i> 8/13/03	<i>[Signature]</i> 8/14/03	<i>[Signature]</i> 8/14/03	<i>[Signature]</i> HS 8-14-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by Comty
 Date: 8/13/03
 Time: 8:55 AM
 Forwarded To: [Signature]
 8/13/03 11AM

RECEIVED BY
 COUNTY ADMIN
 8/13/03
 11:30am
 COUNTY ADMIN
 FORWARDED TO: HS

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcel: 208/Howard Estate
STRAP No.: 25-47-25-B4-00201.0400

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 15 day of July, 2003 by and between **Rebecca Erwin**, a married person, whose address is 510 107th Ave North, Unit B, Naples, Florida 34108, as to an undivided one-third interest; and **Victoria Howard Marcotte**, a married person, whose address is 114 N.W. 5th Avenue, Florida City, Florida 33034, as to an undivided one-third interest; and **Lorrie A. Courtney**, a married person, whose address is 3408 Citation Drive, Green Cove Springs, Florida 32043, as to an undivided one-third interest; Owners, hereinafter collectively referred to as SELLER, 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 .19 acres more or less, and located at 26674 Nomad Drive, Bonita Springs, Florida 34135 and more particularly described as Lot 40, Block 1, LEITNER CREEK MANOR, Unit 2, a subdivision according to the plat or map thereof, recorded 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-Three Thousand Three Hundred Seventy One and No/100 (\$53,371.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the

event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before ninety (90) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. POSSESSION: SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. SPECIAL CONDITIONS: Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

19. EXECUTION: For convenience of execution, this Agreement may be executed in whole or in part by the parties hereto.

WITNESSES:

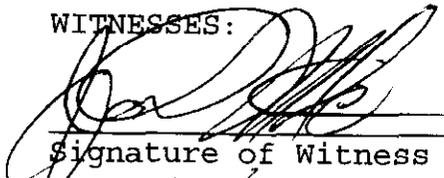
Jeri Holecek
Signature of Witness
Jeri Holecek
Print Name of Witness

Debra Ramirez
Signature of Witness
Debra Ramirez
Print Name of Witness

SELLER:

Rebecca L Erwin July 15th 2003
Rebecca Erwin (DATE)

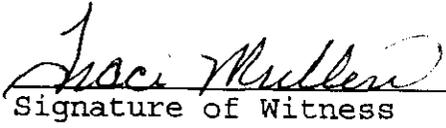
WITNESSES:



Signature of Witness



Print Name of Witness

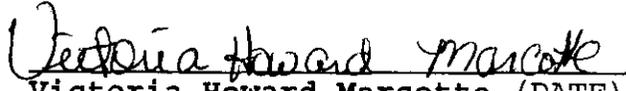


Signature of Witness



Print Name of Witness

SELLER:



Victoria Howard Marcotte (DATE)

WITNESSES:

[Signature]
Signature of Witness

Aaron D. Solomon
Print Name of Witness

[Signature]
Signature of Witness

JUDY A CLOUGH
Print Name of Witness

SELLER:

[Signature] 7-17-03
Lorrie A. Courtney (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

CHARLIE GREEN, CLERK

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: Howard Est
PARCEL NO.: 208

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for attorney fees, moving expenses, the manufactured home (Model), additions, improvements, carports, 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:

SELLER:

Jeri Holecak

Signature of Witness

Jeri HOLECEK

Print Name of Witness

Rebecca L Erwin July 15th 2003

Rebecca Erwin

(DATE)

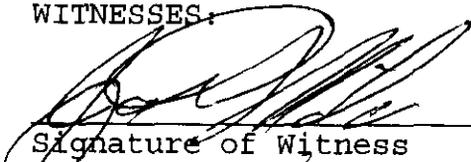
Debra Ramirez

Signature of Witness

Debra Ramirez

Print Name of Witness

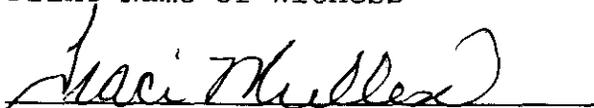
WITNESSES:



Signature of Witness



Print Name of Witness

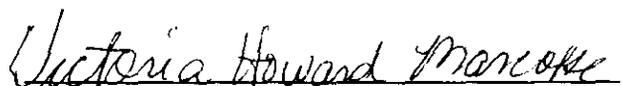


Signature of Witness



Print Name of Witness

SELLER:



Victoria Howard Marcotte (DATE)

WITNESSES:

Aaron D. Solomon
Signature of Witness

Aaron D. Solomon
Print Name of Witness

Judy A. Clough
Signature of Witness

JUDY A CLOUGH
Print Name of Witness

SELLER:

Lorrie A. Courtney 7-17-03
Lorrie A. Courtney (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

CHARLIE GREEN, CLERK

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. 02-78-44

Property Address 26674 Nomad Drive Parcel 208** City Bonita Springs State FL Zip Code 34135-5345
Legal Description Lot 40, Leitner Creek Manor Unit 2 Bk 1, PB 30, PG 80 County Lee
Assessor's Parcel No. 25-47-25-B4-00201.0400 Tax Year 2002 R.E. Taxes \$ 334.15 Special Assessments \$ \$197/Yr
Borrower OWEN, Howard W., Estate Current Owner Howard W. Owen Occupant: Owner Tenant Vacant
Property rights appraised Fee Simple Leasehold Project Type PUD Condominium (HUD/VA only) HOA \$ N/A /Mo.
Neighborhood of Project Name Leitner Creek Manor Map Reference 25-47-25 Census Tract 0504.00
Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A
Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
Appraiser Phil Benning, Associate Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901
Location Urban Suburban Rural Predominant occupancy Single family housing Present land use % Land use change
Built up Over 75% 25-75% Under 25% 35 Low New One family 100 Not likely Likely
Growth rate Rapid Stable Slow Owner 100+ High 28 Multi-family In process
Property values Increasing Stable Declining Tenant Vacant (0-5%) Commercial To:
Demand/supply Shortage In balance Over supply Vac. (over 5%) 40-80+ 15-20 Vacant 0 Extension Project
Marketing time Under 3 mos. 3-6 mos. Over 6 mos.
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 60' x 138' per County Records
Site area 8,280 S.F. Corner Lot Yes No
Specific zoning classification and description MH-1, Mobile Home Conservation
Zoning compliance Legal Legal nonconforming (Grandfathered use) Illegal No zoning
Highest & best use as improved Present use Other use (explain)
Utilities Public Other Off-site improvements Type Public Private
Electricity Gas Water Sanitary sewer Storm sewer
Street Asphalt paved
Curb/gutter None
Sidewalk None
Street lights Pole lights
Alley None
Topography Level
Size Typical
Shape Rectangular
Drainage Appears Adequate
View Residential
Landscaping Above Average/Citrus
Driveway Surface Asphalt
Apparent easements Standard Utility
FEMA Special Flood Hazard Area Yes No
FEMA Zone X Map Date 07/20/1998
FEMA Map No. 1251240510D
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions observed; no site survey provided. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$2,200, impact fee \$2,700, water/sewer \$4,000, asphalt driveway \$1,000.
GENERAL DESCRIPTION EXTERIOR DESCRIPTION FOUNDATION BASEMENT INSULATION
No. of Units One Foundation Concrete Piers Slab Yes/Concrete Area Sq. Ft. None Roof
No. of Stories One Exterior Walls MH/Metal Crawl Space Yes % Finished N/A Ceiling Adeq.
Type (Det./Att.) Detached Roof Surface Shingle Basement None Ceiling N/A Walls Adeq.
Design (Style) Singlewide+ Gutters & Dwnspnts. Aluminum Sump Pump None Walls N/A Floor
Existing/Proposed Existing Window Type Alum. SH Dampness N/A Floor N/A None
Age (Yrs.) 30/1973 Storm/Screens No/Yes Settlement N/A Outside Entry N/A Unknown
Effective Age (Yrs.) 12 years Manufactured House YES Infestation N/A *Assumed Adeq.
ROOMS Foyer Living Dining Kitchen Den Family Rm. Rec. Rm. Bedrooms # Baths Laundry Other Area Sq. Ft.
Basement None
Level 1 Area 1 Area 1 1 1 1 1 Closet 598
Level 2
Finished area above grade contains: 4 Rooms, 1 Bedroom(s), 1 Bath(s), 598 Square Feet of Gross Living Area
INTERIOR Materials/Condition HEATING Adeq. KITCHEN EQUIP. ATTIC AMENITIES CAR STORAGE: Driveway
Floors Carpet Type FWA Refrigerator None Fireplaces # 0 None
Walls MH/Paneling Fuel Elec. Range/Oven Stairs Patio Cov/52sf Garage # of cars
Trim/Finish MH/Typical Condition Avg. Disposal Drop Stair Deck Attached
Bath Floor Carpet COOLING Adeq. Dishwasher Scuttle Porch Enclos/246sf Detached
Bath Wainscot Marlite Central Yes Fan/Hood Floor Fence Built-in
Doors MH Wood Other Fans Microwave Heated Pool Carport
All in above average condition Condition Avg. Washer/Dryer Finished Unfin. Utility/145sf Driveway 1 Car
Additional features (special energy efficient items, etc.): Metal siding, carpeted floors thruout, ceramic kitchen counters, mica cabinets, ceiling fans, a 248sf enclosed porch, a 145sf unfinished utility/laundry room and a 52sf covered porch. Den may be functional as spare bedroom.
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 above average quality, and have been 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.
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: No adverse environmental conditions noted on the subject site or in the immediate vicinity.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-44

Valuation Section

Table with columns for item, quantity, unit price, and total value. Includes rows for Estimated Site Value, Reproduction Cost-New of Improvements, Depreciation, and Indicated Value by Cost Approach.

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.

Table with columns for Item, Subject, Comparable No. 1, Comparable No. 2, and Comparable No. 3. Rows include Address, Proximity to Subject, Sales Price, Price/Gross Living Area, Data and/or Verification Source, Value Adjustments, Room Count, Gross Living Area, and Adjusted Sales Price.

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 gross living area than the more typical singlewide manufactured homes in Leitner Creek Manor. In the opinion of the appraiser, no adjustment is required for the subject's single bedroom relative to the comparable's 2 bedrooms due to the air conditioned den (functional as spare bedroom).

Table with columns for Item, Subject, Comparable No. 1, Comparable No. 2, and Comparable No. 3. Rows include Date, Price and Data Source, and 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.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 53,000
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

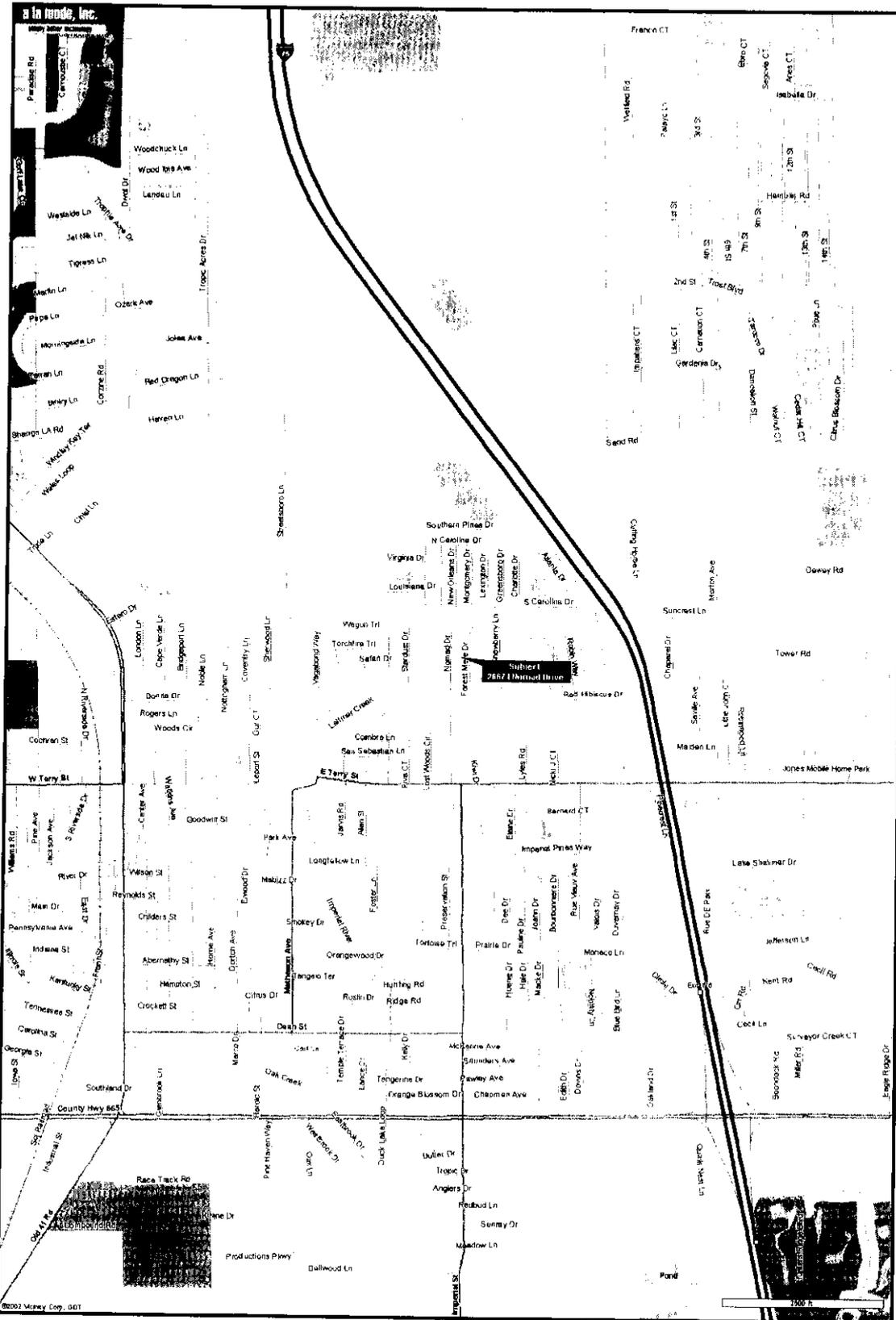
This appraisal is made subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.
Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.
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 June 4, 2003
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 53,000

APPRaiser: Phil Benning, Associate
Signature: [Signature]
Name: Phil Benning, Associate
Date Report Signed: June 26, 2003
State Certification #: 0001220 St. Cert. Res. REA State FL
SUPERVISOR APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
Signature: [Signature]
Name: J. Lee Norris, MAI, SRA
Date Report Signed: June 26, 2003
State Certification #: 0000643 St. Cert. Gen. REA State FL

Location Map

Borrower/Client	OWEN, Howard W., Estate		
Property Address	26674 Nomad Drive		
City	Bonita Springs	County	Lee
		State	FL
Lender	Lee County - County Lands	Zip Code	34135-5345





*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (239) 390-1000
FAX: (239) 390-1004
www.cityofbonitasprings.org

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

July 31, 2003

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

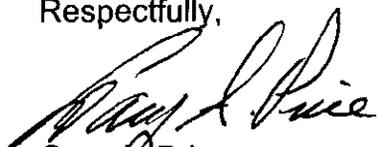
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 208, Howard Estate

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-1114770
Effective Date: June 10, 2003 at 11:00 P.M. ✓

Fund File Number 18-2003-3307
Agent's File Reference: 03-1197

1. Policy or Policies to be issued:

Proposed Amount of Insurance

OWNER'S: ALTA Owner's Policy (10/17/92). \$53,371.00 ✓

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:

Beneficiaries of the Estate of Raymond Owen Howard, deceased, subject to estate proceedings. ✓

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

BLOCK 1

Lot 40, 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.: 1371
ISSUED BY: Law Offices of John D. Spear, PA

MAILING ADDRESS:

9200 Bonita Beach Rd Ste 204
Bonita Springs, Fl 34135

AGENT'S SIGNATURE



Law Offices of John D. Spear, PA

FUND COMMITMENT

Schedule B

Commitment No.: CF-1114770

Fund File Number 18-2003-3307

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. Personal Representative's Deed from the Personal representative of the Estate of Raymond O. Howard, deceased, to the proposed insured purchaser(s), if the property was not the decedent's homestead. If the property was the decedent's homestead, then a Warranty Deed, in favor of the proposed insured purchaser(s), from those persons(s) entitled to the subject property, joined by their spouses, if married, and including proper identification of the Mobile Home, establishing the interest that the mobile home be considered as a future or improvement to the land must be executed, delivered, and filed of record unless not required in accordance with current law. ✓
 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. **Proper probate of the Estate of Raymond O. Howard, deceased.** ✓
 5. **Recording of certified copy of death certificate of Raymond O. Howard, 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 Raymond O. Howard.** ✓
 6. **Proof of proper estate tax clearances must be recorded with respect to the Estate of Raymond O. Howard, deceased. Alternatively, proof may be recorded establishing that the transfer of title to the subject property to the proposed insured purchaser(s) will divest the lien for federal estate taxes under 26 U.S.C. Sec. 6324 (a) (2) and the lien for Florida estate taxes under Sec. 198.22, F.S., e.g., arm's-length affidavit.** ✓
 7. **Creditors' claims in the Estate of Raymond O. Howard, deceased, must be properly cleared.** ✓
 8. **Motor vehicle title certificate in favor of Raymond O. Howard to be transferred to the proposed insured purchaser(s) and a new certificate to be obtained in favor of the proposed insured purchaser(s).** - 04
 9. **Issuance of "RP" series sticker and affixing to the lower left corner of the window closest to the street providing access to the residence as required by Sec. 320.0815(2), F.S.**
-



FUND COMMITMENT



Schedule B

Commitment No.: CF-1114770

Fund File Number 18-2003-3307

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment. ✓**
2. **Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary). ✓**
3. **Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes: ✓**
 - (a) **Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and ✓**
 - (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. *-OK- TYPICAL*
5. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 828 as assigned to Leitner Creek Manor Property Owners Association, Inc., recorded May 6, 1995 in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida. *-OK- TYPICAL*
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. *-OK- TYPICAL*
UTILITY EASEMENT,
ALL INTERESTS

FUND COMMITMENT

Schedule B

Commitment No.: CF-1114770

Fund File Number 18-2003-3307

7. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida. *-OM- TYPICAL- SOLID WASTE*
8. Taxes for the year 2003, which are not yet due and payable. *-OM*

IN THE CIRCUIT COURT FOR
MIAMI-DADE COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

File Number 02-2090 CP

RAYMOND OWEN HOWARD,

Division 04

Deceased.

ORDER OF DISTRIBUTION

On the petition of the personal representative of this estate for discharge, and for an order of distribution, the court finding that all interested persons have been served proper notice of the petition, or have waived notice thereof and consented to the distribution as requested, and that the personal representative is prepared to make distribution of the estate in accordance with the proposed distribution set forth in the petition for discharge, it is

ADJUDGED that the personal representative has performed all acts necessary and proper in the administration of the above estate and is entitled to discharge upon making distribution and filing satisfactory evidence of that distribution, that the persons named in the following schedule are entitled to the property described opposite their names:

From decedent's account at BANK OF AMERICA:

TO: S. SCOTT CHOOS, ESQ., \$750.00

TO: REBECCA ERWIN, \$907.55:

TO: VICTORIA HOWARD, \$907.55:

TO: LORRIE COURTNEY, \$907.55

From decedent's account at PEOPLES BANK OF NORTH ALABAMA:

TO: REBECCA ERWIN, \$928.92

TO: VICTORIA HOWARD, \$928.91

TO: LORRIE COURTNEY, \$928.91

TO: REBECCA ERWIN:

1/3 interest in Lot 40, in Block 1, of LEITNER CREEK MANOR, UNIT 2, according to the Plat thereof, as recorded in Plat Book 30, at Pages 79-80, of the Public Records of Lee County, Florida. Value \$10,000.00.

02-2090 CP
RECORDED
AM 9:34
CIRCUIT COURT
MIAMI-DADE COUNTY, FLA.

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

TO: VICTORIA HOWARD:

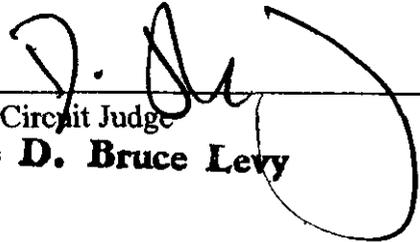
1/3 interest in Lot 40, in Block 1, of LEITNER CREEK MANOR, UNIT 2, according to the Plat thereof, as recorded in Plat Book 30, at Pages 79-80, of the Public Records of Lee County, Florida. Value \$10,000.00.

TO: LORRIE COURTNEY:

1/3 interest in Lot 40, in Block 1, of LEITNER CREEK MANOR, UNIT 2, according to the Plat thereof, as recorded in Plat Book 30, at Pages 79-80, of the Public Records of Lee County, Florida. Value \$10,000.00.

and the personal representative is directed to make distribution and deliver and surrender possession of the property described to the persons indicated, obtaining proper receipt therefor.

ORDERED this 7 day of November, 2002.

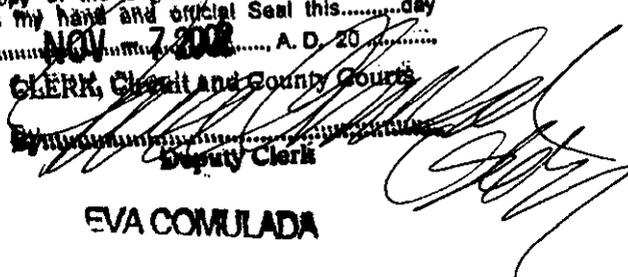

Circuit Judge
Judge D. Bruce Levy



STATE OF FLORIDA
COUNTY OF DADE)

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office.
WITNESS my hand and official Seal this.....day
of NOV..... A. D. 20 2002

CLERK, Circuit and County Courts


Deputy Clerk

EVA COMULADA

5-Year Sales History

Parcel No. 208

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS