

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

Blue Sheet No. 20031473

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 238, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$57,500.00; 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

C6B

3. MEETING DATE:
01-06-2004

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

7. BACKGROUND:

Negotiated for: Department of Transportation

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

Property Details

Owner: Ruby E. Somers
Address: 11092 Wagon Trail, Bonita Springs
STRAP No.: 25-47-25-B4-00201.0080

Purchase Details

Purchase Price: \$57,500.00 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$1,000 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$55,000.00

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	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>OAD</i>	<i>John Riedinger</i>	<i>12/18/03</i>	<i>12/22/03</i>	<i>12/18/03</i>	<i>12/18/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/17/03*
Time: *2:50 PM*
Forwarded to: *Co. Adm.*
12/18/03 8AM

RECEIVED BY COUNTY ADMIN: *[Signature]*
12/18/03
8:45 AM
COUNTY ADMIN: *[Signature]*
FORWARDED TO: *[Signature]*
12/18/03

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 238/Somers

STRAP No.: 25-47-25-B4-00201.0080

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 8th day of December, 2023 by and between RUBY E. SOMERS, the unmarried widow of Vern R. D. Somers, whose address is 11092 Wagon Trail, Bonita Springs, Florida 34135, Owner, hereinafter 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 .186 acres more or less, and located at 11092 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 8, 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-Seven Thousand ^{Five} ~~Three~~ Hundred and No/100 (\$57,300.00), payable at closing by County Warrant. ^{RS}

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price,

from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

Leonard Corvelli
Signature of Witness

LEONARD CORVELLI
Print Name of Witness

Hazel E. Wicke
Signature of Witness

HAZEL E. WICKE
Print Name of Witness

SELLER:

Ruby E. Somers
RUBY E. SOMERS (DATE)

BUYER:

CHARLIE GREEN, CLERK

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: Somers

PARCEL NO.: 238

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, deck(s), shed(s), landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning unit(s), hot water heater(s), ceiling fans, screen enclosure(s), 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:

Leonard Corvelli
Signature of Witness

Ruby E. Somers
RUBY E. SOMERS (DATE)

LEONARD CORVELLI
Print Name of Witness

Hazel E. Wicke
Signature of Witness

Hazel E. Wicke
Print Name of Witness

BUYER:

CHARLIE GREEN, CLERK

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. 02-78-57

Property Address 11092 Wagon Trail		Parcel 238** City Bonita Springs		State FL Zip Code 34135-5341																																																																																																	
Legal Description Lot 8, Leitner Creek Manor Unit 2, B1k 1, PB 30, PG 80		County Lee		Assessor's Parcel No. 25-47-25-B4-00201.0080																																																																																																	
Borrower SOMERS, Ruby E.		Current Owner Vern R.D. + Ruby E. Somers		Tax Year 2002 R.E. Taxes \$ 255.12 Special Assessments \$ \$197/Yr																																																																																																	
Property rights appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold		Project Type <input type="checkbox"/> PUD <input type="checkbox"/> 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		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 type="checkbox"/> Shortage <input checked="" 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) AGE (yrs) 35 Low New 100+ High 28																																																																																																	
Present land use % One family 100		Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely <input type="checkbox"/> In process		Commercial <input type="checkbox"/> Multi-family <input type="checkbox"/> Vacant 0																																																																																																	
<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.): 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.): 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 <input type="checkbox"/> N/A</p> <p>Approximate total number of units in the subject project N/A 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 60' x 135' per County Records</p> <p>Site area 8,100 S.F. Corner Lot <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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>																																																																																																					
Utilities Public <input checked="" type="checkbox"/> Other <input type="checkbox"/>		Off-site improvements Type Public Private		Topography Level																																																																																																	
Electricity <input checked="" type="checkbox"/>		Street Asphalt paved <input checked="" type="checkbox"/>		Size Larger than Typical																																																																																																	
Gas <input type="checkbox"/>		Curb/gutter None <input type="checkbox"/>		Shape Rectangular																																																																																																	
Water <input checked="" type="checkbox"/>		Sidewalk None <input type="checkbox"/>		Drainage Appears Adequate																																																																																																	
Sanitary sewer <input checked="" type="checkbox"/>		Street lights Pole lights <input checked="" type="checkbox"/>		View Residential																																																																																																	
Storm sewer <input type="checkbox"/>		Alley None <input type="checkbox"/>		Landscaping Typical																																																																																																	
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 larger than typical building lot. Site improvements: Fill/prep/landscaping/sod \$2,000, culvert \$400, impact fee \$3,200, water/sewer \$4,000.		FEMA Special Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Driveway Surface Dirt/Grass																																																																																																	
		FEMA Zone X Map Date 7/20/1998		Apparent easements Standard Utility																																																																																																	
		FEMA Man No. 1206800510D																																																																																																			
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Level 1	Area	1	Area	1			1		2	1			785																																																																																								
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<p>Finished area above grade contains: 5 Rooms; 2 Bedroom(s); 1 Bath(s); 785 Square Feet of Gross Living Area</p> <table border="1"> <tr> <th colspan="2">INTERIOR</th> <th colspan="2">HEATING</th> <th colspan="2">KITCHEN EQUIP.</th> <th colspan="2">ATTIC</th> <th colspan="2">AMENITIES</th> <th colspan="2">CAR STORAGE</th> </tr> <tr> <td>Floors</td> <td>Carpet/Vinyl</td> <td>Type</td> <td>Cent.</td> <td>Refrigerator</td> <td><input type="checkbox"/></td> <td>None</td> <td><input checked="" type="checkbox"/></td> <td>Fireplace(s) # 0</td> <td><input type="checkbox"/></td> <td>None</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Walls</td> <td>MH/Paneling</td> <td>Fuel</td> <td>Elec.</td> <td>Range/Oven</td> <td><input checked="" type="checkbox"/></td> <td>Stairs</td> <td><input checked="" type="checkbox"/></td> <td>Patio</td> <td><input type="checkbox"/></td> <td>Garage</td> <td># of cars</td> </tr> <tr> <td>Trim/Finish</td> <td>MH/Typical</td> <td>Condition</td> <td>Avg.</td> <td>Disposal</td> <td><input type="checkbox"/></td> <td>Drop Stair</td> <td><input type="checkbox"/></td> <td>Deck</td> <td>Wood/80sf</td> <td><input checked="" type="checkbox"/></td> <td>Attached</td> </tr> <tr> <td>Bath Floor</td> <td>Carpet/Vinyl</td> <td>COOLING</td> <td>Adeq.</td> <td>Dishwasher</td> <td><input type="checkbox"/></td> <td>Scuttle</td> <td><input type="checkbox"/></td> <td>Porch</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Detached</td> </tr> <tr> <td>Bath Wainscot</td> <td>Marlite</td> <td>Central</td> <td>Yes</td> <td>Fan/Hood</td> <td><input checked="" type="checkbox"/></td> <td>Floor</td> <td><input type="checkbox"/></td> <td>Fence</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Built-In</td> </tr> <tr> <td>Doors</td> <td>MH Wood</td> <td>Other</td> <td>Fans</td> <td>Microwave</td> <td><input type="checkbox"/></td> <td>Heated</td> <td><input type="checkbox"/></td> <td>Pool</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Carport</td> </tr> <tr> <td>All in above average condition</td> <td>Condition</td> <td>Avg.</td> <td>Washer/Driver</td> <td>Finished</td> <td><input type="checkbox"/></td> <td>Shed/99sf</td> <td><input checked="" type="checkbox"/></td> <td>Driveway</td> <td>2 Cars</td> <td></td> <td></td> </tr> </table>						INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE		Floors	Carpet/Vinyl	Type	Cent.	Refrigerator	<input type="checkbox"/>	None	<input checked="" type="checkbox"/>	Fireplace(s) # 0	<input type="checkbox"/>	None	<input type="checkbox"/>	Walls	MH/Paneling	Fuel	Elec.	Range/Oven	<input checked="" type="checkbox"/>	Stairs	<input checked="" type="checkbox"/>	Patio	<input type="checkbox"/>	Garage	# of cars	Trim/Finish	MH/Typical	Condition	Avg.	Disposal	<input type="checkbox"/>	Drop Stair	<input type="checkbox"/>	Deck	Wood/80sf	<input checked="" type="checkbox"/>	Attached	Bath Floor	Carpet/Vinyl	COOLING	Adeq.	Dishwasher	<input type="checkbox"/>	Scuttle	<input type="checkbox"/>	Porch	<input type="checkbox"/>	<input type="checkbox"/>	Detached	Bath Wainscot	Marlite	Central	Yes	Fan/Hood	<input checked="" type="checkbox"/>	Floor	<input type="checkbox"/>	Fence	<input type="checkbox"/>	<input type="checkbox"/>	Built-In	Doors	MH Wood	Other	Fans	Microwave	<input type="checkbox"/>	Heated	<input type="checkbox"/>	Pool	<input type="checkbox"/>	<input type="checkbox"/>	Carport	All in above average condition	Condition	Avg.	Washer/Driver	Finished	<input type="checkbox"/>	Shed/99sf	<input checked="" type="checkbox"/>	Driveway	2 Cars		
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<p>Additional features (special energy efficient items, etc.): Carpeted thruout except for vinyl in kitchen and bath, mica counter/cabinets, ceiling fans, window treatments cultured marble vanity top/sink, and a 99sf 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 maintained in 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>																																																																																																					

APPRaiser: Phil Benning, Associate
 Signature: *[Signature]*
 Name: Phil Benning, Associate
 Date Report Signed: October 6, 2003
 State License #: 0001220 St. Cent. Res. REA
 State: FL
 Date Report Signed: October 6, 2003
 State License #: 0000643 St. Cent. Gen. REA
 State: FL

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$55,000
 SUPERVISOR APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
 Name: J. Lee Norris, MAI, SRA
 Signature: *[Signature]*
 Date Report Signed: October 6, 2003
 State License #: 0000643 St. Cent. Gen. REA
 State: FL

INDICATED VALUE BY SALES COMPARISON APPROACH \$55,000
 Estimated Market Rent \$ N/A / Mo. x Gross Rent Multiplier
 The appraisal is made as is subject to the repairs, alterations, inspections or conditions listed below
 This appraisal is made as is subject to the repairs, alterations, inspections or conditions listed below
 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 limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNVA 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 September 13, 2003

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:
 No sale in the past twelve months
 No prior sale noted
 No sale in the past twelve months
 No prior sale noted
 No sale in the past twelve months
 No prior sale noted
 No sale in the past twelve months
 No prior sale noted

Comments on Sales Comparison (including the subject property's comparability 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 Letner Creek Manor. Adjustments exceeded recommended parameters in some instances due primarily to the subject's lack of porches and smaller than typical livable area for a doublewide manufactured home in Letner Creek Manor. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	11092 Wagon Trail	25-47-25-B4-00201.0080	25-47-25-B4-00208.0040	11183 Tango Drive
Location	LetnerCkManor	LetnerCkManor	LetnerCkManor	LetnerCkManor
Site	8,100sf	5,400sf	6,000sf	5,700sf
Design and Appeal	Doublewide	Doublewide	Singlewide	Singlewide
Quality of Construction	MH/Avg.	MH/Good	MH/Supertor	MH/Average
Age	Eff=12, A=29	Eff=15, A=28	Eff=17, A=25	Eff=14, A=28
Condition	Above Avg.	Inferior	Inferior	Total Bdrms, Baths
Above Grade	Total Bdrms, Baths	Total Bdrms, Baths	Total Bdrms, Baths	Total Bdrms, Baths
Room Count	5 2 1	4 2 2	4 2 2	4 2 2
Gross Living Area	785 Sq. Ft.	980 Sq. Ft.	672 Sq. Ft.	672 Sq. Ft.
Basement & Finished	None	None	None	None
Rooms Below Grade	None	None	None	None
Functional Utility	Adequate	Adequate	Average	Average
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	1 Carport	1 Carport	1 Carport	1 Carport
Porch, Patio, Deck	80sf Wood Deck	180sf Encl. Porch	260sf Encl. Porch	200sf Encl. Porch
Fireplaces, etc.	99sf Shed	80sf Shed	None	None
Fence, Pool, etc.	None	188sf Scr.Porch	368sf Scr.Porch	None
Other Features	None	100sf Att. Utility	64sf Att. Utility	120sf Att. Utility
Net Adj. (Total)	+ \$	- \$	+ \$	- \$
Adjusted Sales Price of Comparable	\$ 64,060	\$ 64,060	\$ 84,670	\$ 83,330
INDICATED VALUE BY COST APPROACH	\$ 42,099	\$ 42,099	\$ 42,099	\$ 42,099
ESTIMATED REPRODUCTION COST-NEW-CF IMPROVEMENTS:	\$ 40,035	\$ 40,035	\$ 40,035	\$ 40,035
Unimproved site	\$ 18,000	\$ 18,000	\$ 18,000	\$ 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.	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.	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.	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.
Depreciated Value of Improvements	\$ 27,663	\$ 27,663	\$ 27,663	\$ 27,663
Depreciation - Economic Age/Life Method	\$ 14,436	\$ 14,436	\$ 14,436	\$ 14,436
Estimated remaining economic life = 23 years.	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600
Value of Site Improvements	\$ 55,263	\$ 55,263	\$ 55,263	\$ 55,263
Less	\$ 42,099	\$ 42,099	\$ 42,099	\$ 42,099
Total Estimated Cost New	\$ 13,164	\$ 13,164	\$ 13,164	\$ 13,164
Garage/Carport	\$ 1,584	\$ 1,584	\$ 1,584	\$ 1,584
Shed, 99sf @ \$18.00/sf	\$ 1,782	\$ 1,782	\$ 1,782	\$ 1,782
Wood Deck, 80 sf @ \$ 6.00	\$ 480	\$ 480	\$ 480	\$ 480
Dwelling, 785 sq. ft. @ \$ 51.00	\$ 40,035	\$ 40,035	\$ 40,035	\$ 40,035

UNIFORM RESIDENTIAL APPRAISAL REPORT
 Project No. 4043
 File No. 02-78-57
 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.

RECONCILIATION

SALES COMPARISON ANALYSIS

COST APPROACH



*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

December 10, 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 238/ Somers

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-1183307
Effective Date: August 30, 2003 at 11:00 P.M.

Fund File Number 18-2003-4563
Agent's File Reference: 03-1251

1. Policy or Policies to be issued:

Proposed Amount of Insurance

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

To Be Determined

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:

Vern R. D. Somers and Ruby E. Somers

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

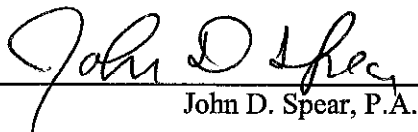
Lot 8, Block 1, Leitner Creek Manor, Unit 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida.

AGENT NO.: 1371000
ISSUED BY: John D. Spear, P.A.

MAILING ADDRESS:

9200 Bonita Beach Road, Ste 204
Bonita Springs, Florida 34135

AGENT'S SIGNATURE


John D. Spear, P.A.

Rev.1.2

FUND COMMITMENT

Schedule B

Commitment No.: CF-1183307

Fund File Number 18-2003-4563

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 Ruby E. Somers to the proposed insured purchaser containing sufficient factual recitations to establish that the subject property is not the homestead of the grantor, or a recitation that she is unmarried. Alternatively, the spouse of Ruby E. Somers must join in the execution of the Warranty Deed.*
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. *Certified copy of Death Certificate of Vern R. D. Somers, deceased, must be filed of record, or, if same is not available, then an 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 Vern R. D. Somers.*
5. *Affidavit of Ruby E. Somers establishing that the marriage between her and Vern R. D. Somers, deceased, was continuous and uninterrupted from a time prior to their taking title to the subject property until his death.*
6. *Satisfaction of the Utility Service Lien from Ruby E. Somers to Bonita Springs Utilities, Inc., dated April 30, 2001 in O. R. Book 3568, Page 1718, public records of Lee County, Florida.*
7. *Proof of proper estate tax clearances must be recorded with respect to the Estate of Vern R. D. Somers, deceased. (Only if he died a non-resident of the State of Florida for Florida estate tax)*

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*

FUND COMMITMENT

Schedule B

Commitment No.: CF-1183307

Fund File Number 18-2003-4563

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 and 80, Public Records of Lee County, Florida.
5. Covenants, conditions and restrictions recorded February 3, 1970, in O.R. Book 575, Page 808 and Assignment of Developers Rights as to Restrictions recorded in O. R. Book 2603, Page 3024, Public Records of Lee County, Florida.
6. Easement in favor of Bonita Springs Water Systems, Inc., contained in instrument recorded June 26, 1972, in O.R. Book 826, Page 697, Public Records of Lee County, Florida.
7. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
8. Subject to all assessments levied by the Homeowner Association, if any.
9. This policy does not insure any portion of the insured parcel lying waterward of the ordinary high water mark of New Canal shown on the plat of Leitner Creek Manor, Unit 2 recorded in Plat Book 30, Page 79 and 80, Public Records of Lee County, Florida.
10. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.

FUND COMMITMENT

Schedule B

Commitment No.: CF-1183307

Fund File Number 18-2003-4563

11. Attorneys' Title Insurance Fund, Inc. has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy.
12. Taxes for the year 2003, which are not yet due and payable.

5-Year Sales History

Parcel No. 238

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS