

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

Blue Sheet No. 20040030

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 227, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$83,000.00; 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 *C6E*

3. MEETING DATE:
02-03-2004

4. AGENDA:
 CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)
 STATUTE 125
 ORDINANCE
 ADMIN.
 OTHER

6. REQUESTOR OF INFORMATION
A.
B. DEPARTMENT Independent
C. DIVISION County Lands
BY Karen L. W. Forsyth, Director *[Signature]*

7. BACKGROUND:

Negotiated for: Department of Transportation

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

Property Details

Owner: Manna Christian Missions, Inc., a Florida non-profit corporation
Address: 11174 Wagon Trail, Bonita Springs
STRAP No.: 25-47-25-B4-00201.0200

Purchase Details

Purchase Price: \$83,000.00 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$1,500 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$79,000.00

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 Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>[Signature]</i> 1/20/04	<i>[Signature]</i> 1-20-04	<i>[Signature]</i> 1-21-04	<i>[Signature]</i> 1/21/04	<i>[Signature]</i> 1/21/04	<i>[Signature]</i> 1/21/04	<i>[Signature]</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

REC'D.
BY CO. ATTY.
1/20/04
3:40 PM
CO. ATTY.
FORWARDED TO:
[Signature]
1/20/04

RECEIVED BY
COUNTY ADMIN.
1/20/04
5 pm
COUNTY ADMIN
FORWARDED TO:
[Signature]
1-20-04

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 227/Manna Christian

STRAP No.: 25-47-25-B4-00201.0200

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 29 day of Dec, 2003 by and between **MANNA CHRISTIAN MISSIONS, INC.**, a Florida non-profit corporation, whose address is Post Office Box 2248, Bonita Springs, Florida 34133, 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 .294 acres more or less, and located at 11174 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 20, 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 Eighty-Three Thousand and No/100 (\$83,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide

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

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

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

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

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

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

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

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

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

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

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER hereby warrants and represents, to the best of SELLER's knowledge, 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:

Signature of Witness

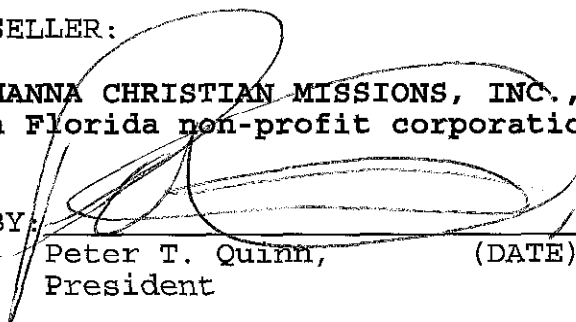
Print Name of Witness

Signature of Witness

Print Name of Witness

SELLER:

MANNA CHRISTIAN MISSIONS, INC.,
a Florida non-profit corporation

BY:  _____
Peter T. Quinn, (DATE) 12-29-03
President

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: Manna Christian
PARCEL NO.: 227


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 1982 *GRM LPL208517703258 / PL208517703258* 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. *PTD*

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.

SELLER hereby agrees to deliver possession of the Property, absent of any resident(s) or tenant(s), to BUYER at the time of closing and further warrants that the purchase of the Property is NOT subject to any written or verbal lease agreement(s) of the SELLER.


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:



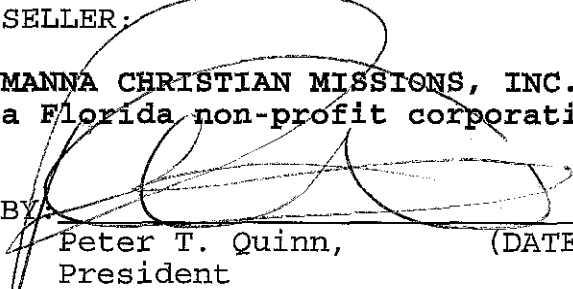
Signature of Witness
Heriberto Gonzalez

Print Name of Witness



Signature of Witness
Noemi Gonzalez

Print Name of Witness

SELLER:
MANNA CHRISTIAN MISSIONS, INC.,
a Florida non-profit corporation

BY _____ (DATE)
Peter T. Quinn,
President

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. 02-78-56

Property Description
 Property Address 11174 Wagon Trail Parcel 227** City Bonita Springs State FL Zip Code 34135-5367
 Legal Description Lot 20, Leitner Creek Manor Unit 2, Blk 1, PB 30, PG 80 County Lee
 Assessor's Parcel No. 25-47-25-B4-00201.0200 Tax Year 2002 R.E. Taxes \$ 1,362.32 Special Assessments \$ \$197/Yr

SUBJECT
 Borrower MANNA CHRISTIAN MISS INC Current Owner Manna Christian Miss Inc Occupant: Owner Tenant Vacant
 Property rights appraised Fee Simple Leasehold Project Type PUD Condominium (HUD/VA only) HOA \$ N/A /Mo.
 Neighborhood or Project Name Leitner Creek Manor Map Reference 25-47-25 Census Tract 0504.00
 Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A
 Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
 Appraiser Phil Benning, Associate Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901

NEIGHBORHOOD
 Location Urban Suburban Rural
 Built up Over 75% 25-75% Under 25%
 Growth rate Rapid Stable Slow
 Property values Increasing Stable Declining
 Demand/supply Shortage In balance Over supply
 Marketing time Under 3 mos. 3-6 mos. Over 6 mos.
 Predominant occupancy Owner Tenant Vacant (0-5%) Vac. (over 5%)
 Single family housing PRICE \$ (000) 35 Low New AGE (yrs) 28
 Present land use % 100
 Land use change Not likely Likely
 In process
 To: **Three Oaks Parkway Extension Project

NEIGHBORHOOD
 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.

PUD
 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.

PUD
 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

SITE
 Dimensions 95' x 135' per County Records
 Site area 12,825 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
 Electricity
 Gas
 Water
 Sanitary sewer
 Storm sewer
 Off-site Improvements Type Public Private
 Street Asphalt paved
 Curb/gutter None
 Sidewalk None
 Street lights Pole lights
 Alley None
 Topography Level
 Size Larger than Typical
 Shape Rectangular
 Drainage Appears Adequate
 View Residential
 Landscaping Typical
 Driveway Surface Brick Pavers/Concrete
 Apparent easements Standard Utility
 FEMA Special Flood Hazard Area Yes No
 FEMA Zone Shaded Map Date 7/20/1998
 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 larger than typical building lot. Site improvements: Fill/prep/landscaping/sod \$3,000, brick paver/concrete driveway \$3,500, impact fee \$3,200, water/sewer \$4,000, chain link fence \$2,000.

DESCRIPTION OF IMPROVEMENTS

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 MH/Metal	Basement None	Ceiling N/A	Walls *Adeq. <input checked="" type="checkbox"/>
Design (Style) Doublewide	Gutters & Downspnts 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.) 13/1990	Stormy Screens No/Yes	Settlement N/A	Outside Entry N/A	Unknown <input type="checkbox"/>
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		3	2	1		1,132
Level 2												

Finished area above grade contains: 7 Rooms; 3 Bedroom(s); 2 Bath(s); 1,132 Square Feet of Gross Living Area

INTERIOR	MATERIALS/CONDITION	HEATING	ADEQ.	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE
Floors	Carpet/Vinyl	Type	Cent.	Refrigerator	None	Fireplace(s) # 0	Driveway
Walls	MH/Paneling	Fuel	Elec.	Range/Oven	<input checked="" type="checkbox"/> Stairs	Patio	None <input type="checkbox"/>
Trim/Finish	MH/Typical	Condition	Avg.	Disposal	<input type="checkbox"/> Drop Stair	Deck	Garage # of cars
Bath Floor	Vinyl	COOLING	Adeq.	Dishwasher	<input type="checkbox"/> Scuttle	Porch Cov/149sf	Attached <input type="checkbox"/>
Bath Wainscot	Fiberglass/Marlite	Central	Yes	Fan/Hood	<input checked="" type="checkbox"/> Floor	Fence	Detached <input type="checkbox"/>
Doors	MH Wood	Other	Fans	Microwave	<input type="checkbox"/> Heated	Pool	Built-in <input type="checkbox"/>
All in average condition	Condition	Avg.	Washer/Dryer	Finished	<input type="checkbox"/> Shed/75sf	Driveway	Carport <input type="checkbox"/>

Additional features (special energy efficient items, etc.): Vinyl floors in kitchen, dining, front guest bedroom, laundry and baths, ceramic kitchen counters, mica cabinets, ceiling fans, window treatments, 149sf covered front porch, and a 76sf shed.
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of above average quality, and have been maintained in above average condition relative to actual age. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years.
 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.

ESTIMATED SITE VALUE ... Unimproved site
 19,500 = \$

ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:
 Dwelling 1,332 sq. ft. @ \$3.00 = \$3,996
 Gov. Porch, 75sf sq. ft. @ \$12.00 = \$900
 Shed, 75sf @ \$16.00/sf = \$1,200
 Total Estimated Cost New = \$6,196

Less Depreciation 19,995
 Total Estimated Cost New = \$62,984

Depreciation - Economic Age/Life Method
 Depreciated Value of Improvements = \$44,089
 Depreciation - Economic Age/Life Method = \$15,700
 Estimated remaining economic life = 28 years.

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FHA, 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.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	1174 Wagon Trail	2676 Calypso Way	1106 Torchfire Trail	2678 Stardust Drive
Proximity to Subject	0.14 miles	0.18 miles	0.21 miles	0.21 miles
Sales Price	\$74,220	\$95,000	\$89,900	\$70,000
Price/Gross Living Area	\$74.22/sq. ft.	\$75.55/sq. ft.	\$75.55/sq. ft.	\$60.78/sq. ft.
Data and/or Verification Source	Inspection	Pub. Records	ML S/FAR/RES/Lea County	ORB 3768 PG 1453
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	Conventional	FHA	FHA	FHA
Date of Sale/Time	07/02/03	06/27/03	06/27/03	07/02/03
Location	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor
Site	Fee	Fee	Fee	Fee
View	Residential	Residential	Residential	Residential
Design and Appeal	Doublewide	Doublewide	Doublewide	Doublewide
Quality of Construction	MH/Above Avg.	MH/Supervisor	MH/Supervisor	MH/Interior
Age	Eff=12, A=13	Eff=9, A=10	Eff=11, A=27	Eff=11, A=27
Condition	Above Average	Superior	Superior	Superior
Above Grade	Total: Bdrms, Baths	Total: Bdrms, Baths	Total: Bdrms, Baths	Total: Bdrms, Baths
Room Count	7 / 5 / 2	5 / 2 / 2	6 / 4 / 2	6 / 4 / 2
Gross Living Area	1,132 sq. ft.	1,280 sq. ft.	1,190 sq. ft.	1,152 sq. ft.
Basement & Finished	None	None	None	None
Rooms Below Grade	None	None	None	None
Functional Utility	Adequate	Average	Average	Adequate
Health/Cooling	Central/Central	Central/Central	Central/Central	Central/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	1 Carport	1 Carport	1 Carport	1 Carport
Porch, Patio, Deck, etc.	149sf Cov. Porch	249sf Encl. Porch	192sf Shed	None
Fences, Pool, etc.	75sf Shed	124sf Sheds	None	None
Other Features	None	288sf Sun Deck	196sf MH Utility	None
Net Adj. (total)	+	+	+	+
Adjusted Sales Price	\$122,000	\$122,000	\$10,000	\$7,000
of Comparable				

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.):
 See attached comments. Adjustments exceeded recommended parameters in some instances due primarily to the subject's lack of porches and covered parking than the typical doublewide manufactured home in Leitner Creek Manor. However, the adjustments appear to be market supported and do not adversely affect the final value estimate. Due to the older recording of Sale #3, an upward time adjustment of \$3,000 was given to reflect the apparent moderate increase in property values in Leitner Creek Manor during the preceding 12 months.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	No sale in the last 12 mos.	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
Source, Price and Data	Per Lee Co.			
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
 Estimated Market Rent = \$79,000
 M/A x Gross Rent Multiplier = \$79,000

INDICATED VALUE BY INCOME APPROACH (if applicable)
 Estimated Market Rent = \$79,000
 M/A x Gross Rent Multiplier = \$79,000

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)

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE

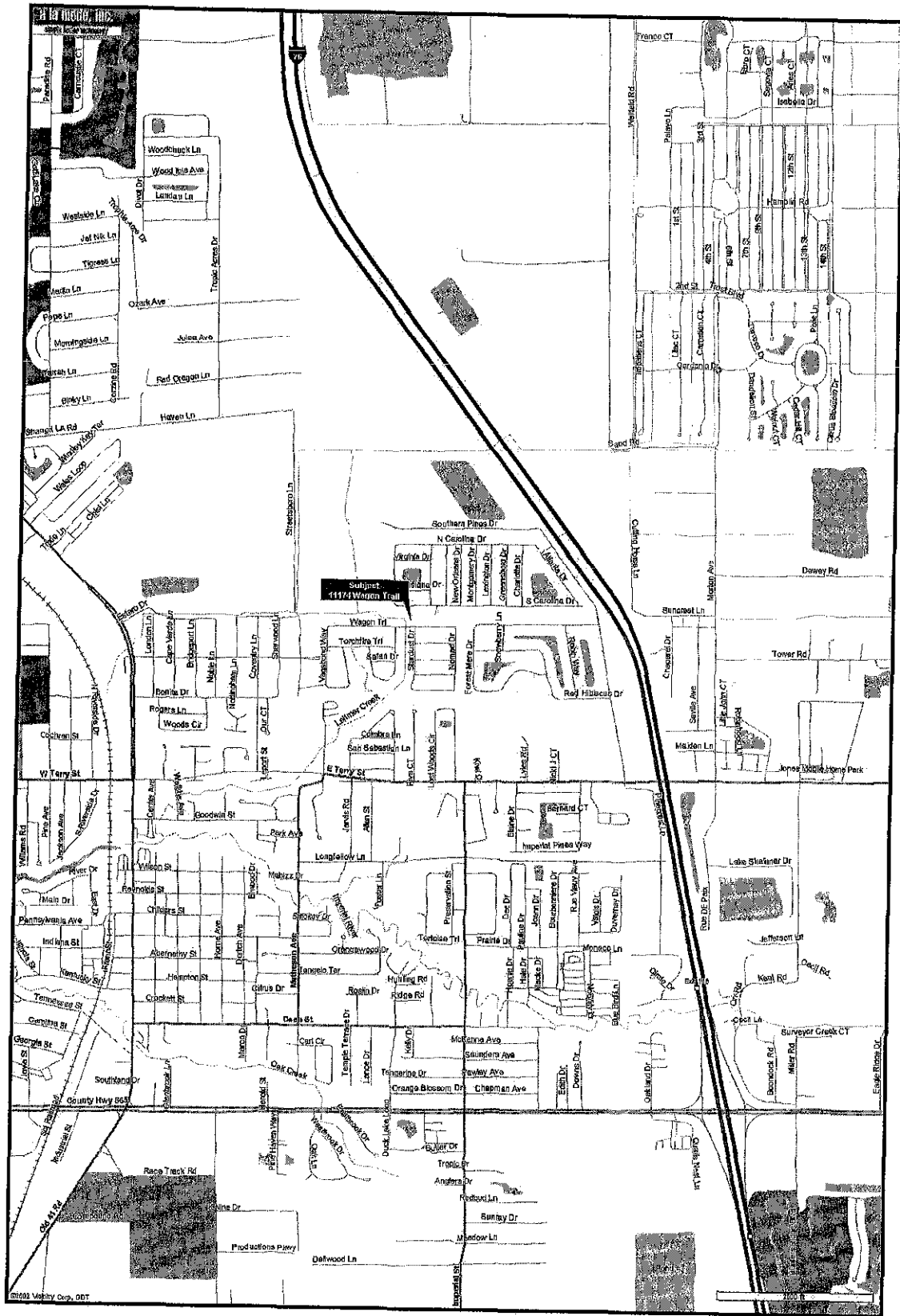
APPRaiser: Phil Berning, Associate
 Signature: Phil Berning, Associate
 Name: Phil Berning, Associate
 Date Report Signed: November 24, 2003
 State License #: 0001220 St. Cent. Res. REA

State FL
 State License #: 0000643 St. Cent. Gen. REA
 Date Report Signed: November 24, 2003
 Name: J. Lee Norris, MAI, SRA
 SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
 Signature: J. Lee Norris, MAI, SRA
 Name: J. Lee Norris, MAI, SRA
 Date Report Signed: November 24, 2003
 State License #: 0000643 St. Cent. Gen. REA

State FL
 State License #: 0000643 St. Cent. Gen. REA

Location Map

Borrower/Client MANNA CHRISTIAN MISS INC			
Property Address 11174 Wagon Trail			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5367
Lender Lee County - County Lands			





RECEIVED
JAN 09 2004
COUNTY LANDS

*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

January 6, 2004

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 227, Manna Christian Missions

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-1183305
Effective Date: August 30, 2003 at 11:00 P.M.

Fund File Number 18-2003-4560
Agent's File Reference: 03-1249

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:

Manna Christian Missions, Inc.

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

Lot 20, 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.

FUND COMMITMENT

Schedule B

Commitment No.: CF-1183305

Fund File Number 18-2003-4560

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 Manna Christian Missions, Inc., a Florida corporation, to the proposed insured 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. *Satisfactory evidence must be furnished establishing that Manna Christian Missions, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of Florida (at the present time, or at date of purchase and at date of sale). If there is no governmental agency in charge of corporate records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or county of origin, who has examined the appropriate corporate records, can provide the certificate.*
5. *Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of Manna Christian Mission, Inc.. If it does, satisfactory evidence must be provided complying with Sec. 607.1201 or Sec. 607.1202, F.S., or similar statutes at the place of origin of the corporation.*

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).*

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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. Riparian and littoral rights are not insured.
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.
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.

FUND COMMITMENT

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13. Rights of the United States of America and/or the State of Florida to any portion of said land which has been created by artificial means or has accreted to any such portion as so created.
14. Rights of others to use that portion of the insured land lying within the waters of New Canal shown on Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida.
15. 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.

5-Year Sales History

Parcel No. 227

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS