

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

Blue Sheet No. 20040316

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 213, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$85,000.00; 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: Acquisition of property necessary for the future extension of Three Oaks Parkway South.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 3 C6D

3. MEETING DATE:
04-06-2004

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

Owners: Gerard Beaulieu and Geraldine Beaulieu
Address: 26646 Nomad Drive, Bonita Springs, 34135
STRAP No.: 25-47-25-B4-00201.0350

Purchase Details

Purchase Price: \$85,000 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$1,000 (The seller is responsible for attorney, appraiser, and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$81,000

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

Account: 20404330700.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 30700 - Transportation Capital Improvement; 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	OM	RISK	GC	
<i>K. Forsyth</i>			<i>BAO 3/18/04 3/22/04 3/18/04</i>	<i>added 3-22-04</i>	<i>elms 3/22/04</i>	<i>3/23/04</i>	<i>3/24/04</i>	<i>3/23/04</i>	<i>HS 3/24/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 3/19/04
 Time: 3:55 P.M.
 Forwarded To:
3/23/04 3PM

RECEIVED BY
 COUNTY ADMIN:
3/24/04
 COUNTY ADMIN
 FORWARDED TO:
3/24/04
4/1 PM

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 213/Beaulieu

STRAP No.: 25-47-25-B4-00201.0350

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this _____ day of _____, 20____ by and between **GERARD BEAULIEU and GERALDINE BEAULIEU, husband and wife as an estate by the entirety**, whose address is 31 Rocky Brook Road, Reidville, Newfoundland, Canada A8A2Z4, 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 .187 acres more or less, and located at 26646 Nomad Drive, Bonita Springs, Florida 34135 and more particularly described as Lot 35, 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-Five Thousand and No/100 (\$85,000.00), payable at closing by County Warrant.

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

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

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

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, and appraiser 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 SELLER is unaware of any 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 forty-five (45) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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

WITNESSES:

Joseph Keith Gomez
Signature of Witness
Joseph Keith Gomez
Print Name of Witness

Signature of Witness

Print Name of Witness

WITNESSES:

Joseph Keith Gomez
Signature of Witness
Joseph Keith Gomez
Print Name of Witness

Signature of Witness

Print Name of Witness

SELLER:

Gerard Beaulieu *MARCH 15/2004*
GERARD BEAULIEU (DATE)

SELLER:

Geraldine Beaulieu *March 15/04*
GERALDINE BEAULIEU (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: BEAULIEU
PARCEL NO.: 213

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 Reference No. 1985 Sand., ID# FLFL1AE397008117, Florida Title 41210039), additions, improvements, carport(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 valuation.

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.

Prior to closing, in consideration of the purchase and sale of the subject property, SELLER may carefully remove two coconut palm trees and two citrus trees located on the property, and may carefully remove the stacking type window inserts of the enclosed porch, under the terms identified herein. The removal must be completed in a good and workmanlike manner and no part of the residential structure or site improvements damaged. In addition, the holes or depressions resulting from the removal of palm/citrus trees must be properly filled to the existing grade.

WITNESSES:

SELLER:


Signature of Witness

 MARCH 15 / 2004
GERARD BEAULIEU (DATE)

Josepa Keith Gomez
Print Name of Witness

Signature of Witness

Print Name of Witness

WITNESSES:

SELLER:

Joseph Keith Gomez
 Signature of Witness

Joseph Keith Gomez
 Print Name of Witness

Geraldine Beaulieu March 15/04
 GERALDINE BEAULIEU (DATE)

Signature of Witness

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. 04-07

Property Description: Property Address 28646 Nomad Drive, Parcel 213**, City Bonita Springs, State FL, Zip Code 34135-5345. Legal Description Lot 35, Leitner Creek Manor Unit 2, Blk 1, PB 30, PG 80. Assessor's Parcel No. 25-47-25-B4-00201.0350. Tax Year 2003. R.E. Taxes \$ 1,092.65. Special Assessments \$ \$197/Yr.

Subject: Borrower BEAULIEU, Gerard+Geraldine. Current Owner Gerard+Geraldine Beaulieu. Occupant: Owner. Property rights appraised: Fee Simple. Project Type: PUD. Condominium (HUD/VA only). HOA \$ N/A. 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.

Location: Urban, Suburban, Rural. Predominant occupancy: Owner. Single family housing AGE (yrs): 35. Present land use %: One family 100. Land use change: Not likely. Growth rate: Stable. Property values: Increasing. Demand/Supply: In balance. Marketing time: 3-6 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). 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.

Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? No. Approximate total number of units in the subject project: N/A. Approximate total number of units for sale in the subject project: N/A.

Dimensions 60' x 136' per County Records. Site area 8,160 S.F. Specific zoning classification and description MH-1, Mobile Home Conservation. Zoning compliance: Legal. Highest & best use as improved: Present use. Utilities: Electricity, Gas, Water, Sanitary sewer, Storm sewer. Off-site Improvements: Street Asphalt paved, Curb/gutter None, Sidewalk None, Street lights Pole lights, Alley None.

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/sod \$1,800, mature citrus & palm trees \$4,000, impact fee \$3,200, irrigation/well \$1,200, water/sewer \$4,000.

Table with columns: GENERAL DESCRIPTION, EXTERIOR DESCRIPTION, FOUNDATION, BASEMENT, INSULATION. Rows include No. of Units, No. of Stories, Type (Det./Att.), Design (Style), Existing/Proposed, Age (Yrs.), Effective Age (Yrs.).

Table with columns: ROOMS, Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other, Area Sq. Ft. Rows include Basement, Level 1, Level 2.

Table with columns: INTERIOR, HEATING, KITCHEN EQUIP., ATTIC, AMENITIES, CAR STORAGE. Rows include Floors, Walls, Trim/Finish, Bath Floor, Bath Wainscot, Doors, All in above average condition.

Additional features (special energy efficient items, etc.): Cathedral ceilings, mica counters/cabinets, gas range, ceiling fans, window treatments, 313sf vinyl paneled enclosed porch with wall unit A/C. 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.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 04-07

Valuation Section

ESTIMATED SITE VALUE Unimproved site = \$ 18,000		Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals retained in the appraiser's office files.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 908 Sq. Ft. @\$ 55.00 = \$ 49,940		
Cov.Porch, 84 Sq. Ft. @\$ 12.00 = 1,008		
Total Options - See Attached = 12,061		
Garage/Carport Sq. Ft. @\$ =		
Total Estimated Cost New = \$ 63,009		
Less Physical Functional External		
Depreciation 14,177 = \$ 14,177		
Depreciated Value of Improvements = \$ 48,832	Depreciation - Economic Age/Life Method	
"As-Is" Value of Site Improvements = \$ 14,200	Estimated remaining economic life = 31 years.	
INDICATED VALUE BY COST APPROACH = \$ 81,032		

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	28846 Nomad Drive	26640 Token Court	26876 Calypso Way	11106 Torchfire Trail
	25-47-25-B4-00201.0350	25-47-25-B4-00206.0010	25-47-25-B4-00107.0870	25-47-25-B4-00103.0240
Proximity to Subject		0.18 mile west	0.34 mile southwest	0.27 mile west
Sales Price	\$ Not a Sale	\$ 92,000	\$ 95,000	\$ 89,800
Price/Gross Living Area	\$ 62.84	\$ 74.22	\$ 75.55	
Data and/or Verification Source	Inspection Pub. Records	ORB 4143 PG 3325 FARES/Lee County	ORB 3979 PG 3974 MLS/FARES/Lee County	ORB 3943 PG 2601 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing Concessions		Conventional \$64,400	Conventional \$93,600	FHA \$89,200
Date of Sale/Time		12/10/03	07/02/03	05/27/03
Location	LeltnerCrkManor	LeltnerCrkManor	LeltnerCrkManor	LeltnerCrkManor
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	8,160sf	6,000sf +2,000	7,930sf	8,100sf
View	Residential	Residential	Residential	Residential
Design and Appeal	Singlewide	Doublewide	Doublewide	Singlewide +
Quality of Construction	MH/Good	MH/Superior -3,800	MH/Superior -4,800	MH/Superior -2,700
Age	Eff=9, A=19	Eff=9, A=23	Eff=12, A=26 +2,300	Eff=9, A=10
Condition	Above Avg.	Above Avg.	Inferior +2,300	Above Avg.
Above Grade Room Count	Total Bdrms: Baths 5 3 2	Total Bdrms: Baths 4 2 1 +2,000	Total Bdrms: Baths 7 5 2	Total Bdrms: Baths 5 2 2
Gross Living Area	908 Sq. Ft.	1,464 Sq. Ft. -17,800	1,280 Sq. Ft. -11,900	1,190 Sq. Ft. -9,000
Basement & Finished Rooms Below Grade	None 84sf Cov.Porch	None +500	None +500	None +500
Functional Utility	Adequate	Adequate	Average	Average
Heating/Cooling	Central/Central	Central/Central	Central/Central	Central/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	Driveway	Driveway	1 Carport -2,000	1 Carport -2,000
Porch, Patio, Deck, Fireplace(s), etc.	313sf Encl.Porch 132sf Sheds	None +4,400 84sf Shed +500	240sf Encl.Porch +1,000 124sf Sheds	None +4,400 192sf Shed -500
Fence, Pool, etc.	395sf Patio	Fenced -1,000	Fenced -1,000	None +500
Other Features	15 Citrus Trees	Inferior +2,000	289sf Sun Deck +1,300	196sf MH Utility +400
Net Adj. (total)		+ \$ 11,000	+ \$ 12,300	+ \$ 8,400
Adjusted Sales Price of Comparable		Gross 81,000	Gross 82,700	Gross 81,500

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 Leltner Creek Manor. Adjustments exceeded recommended parameters in some instances due primarily to the differences in livable areas. 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
Date, Price and Data Source, for prior sales within year of appraisal	No prior sale in past 12 months per Lee County	No prior sale noted other than above in past twelve months	No prior sale noted other than above in past twelve months	No prior sale noted other than above in past twelve months
Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The subject property is not listed in the regional MLS.				

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 81,000

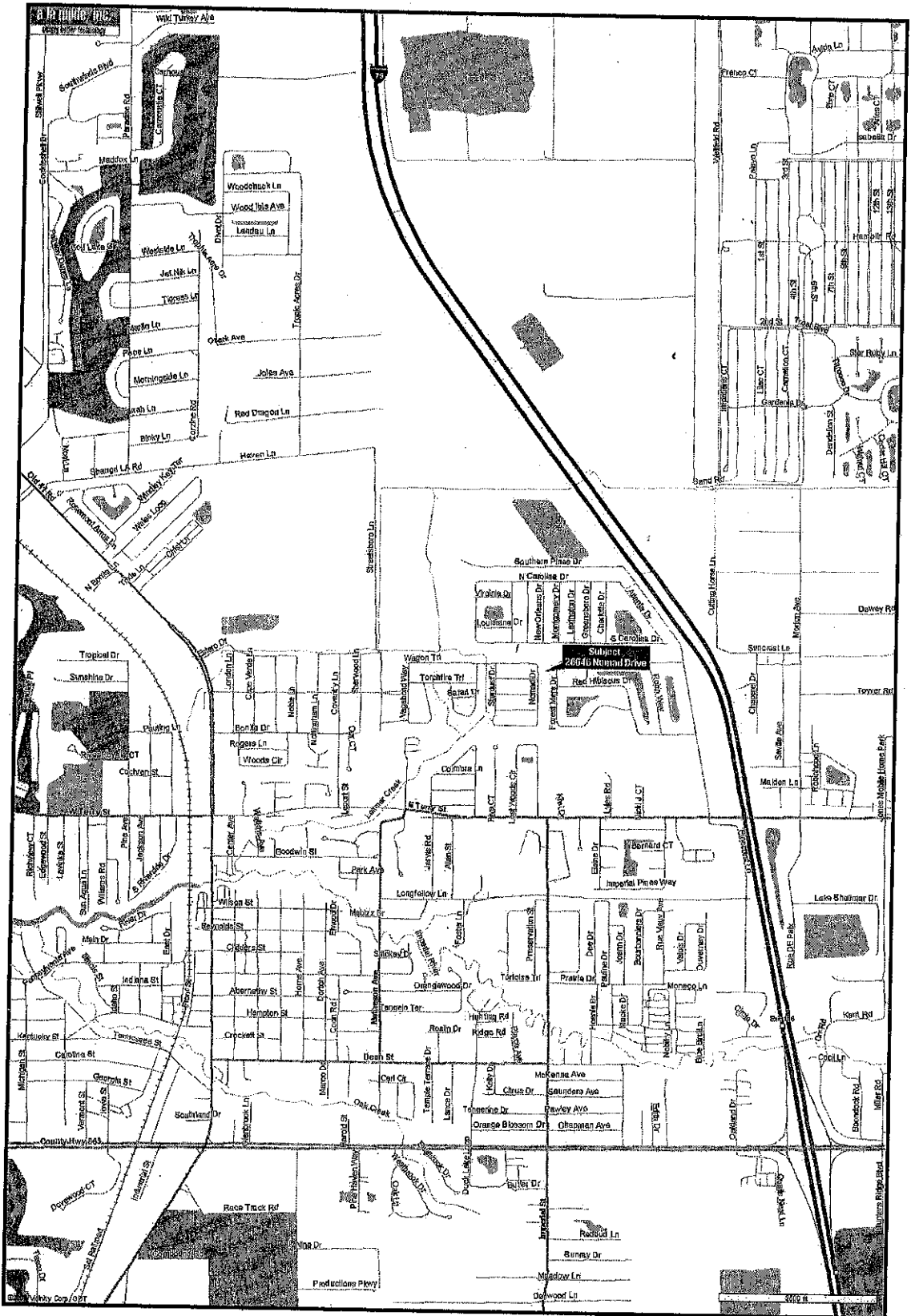
INDICATED VALUE BY INCOME APPROACH (if Applicable): Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.
 Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.
 Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. Insufficient market data is available for a reliable GRM.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).
 I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF January 29, 2004 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 81,000
 APPRAISER: Phil Berning, Associate
 Signature: *Phil Berning*
 Name: Phil Berning, Associate
 Date Report Signed: January 30, 2004
 State Certification #: 0001220 St. Cert. Res. REA State FL
 Or State License # State
 SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
 Signature: *J. Lee Norris*
 Name: J. Lee Norris, MAI, SRA
 Date Report Signed: January 30, 2004
 State Certification #: 0000643 St. Cert. Gen. REA State FL
 Or State License # State

Location Map

Borrower/Client BEAULIEU, Gerard+Geraldine				
Property Address 26646 Nomad Drive				
City Bonita Springs	County Lee	State FL	Zip Code 34135-5345	
Lender Lee County - County Lands				





RECEIVED
MAR 17 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

March 15, 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 213, Beaulieu

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-1295281

Effective Date: January 13, 2004 at 11:00 p.m.

Fund File Number 18-04-651

Agent's File Reference: 04-1028

1. Policy or Policies to be issued:

Proposed Amount of Insurance

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

\$83,000.00 ✓

Proposed Insured:

Lee County, a political subdivision of the State of Florida ✓

MORTGAGEE:

Proposed Insured:

2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:

Gerard Beaulieu ✓

Gerardine also on Deed
To include Gerardine Beaulieu

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

Lot 35, Block 1, LEITNER CREEK MANOR, UNIT 2, according to the map or plat thereof as recorded in Plat Book 30, Pages 79 and 80, Public Records of Lee County, Florida. ✓

AGENT NO.: 1371000

ISSUED BY: Law Offices of John D. Spear PA

MAILING ADDRESS:

9200 Bonita Beach Rd Ste 204
Bonita Springs, Fl 34135-0000

AGENT'S SIGNATURE

John D. Spear

John D. Spear

FUND COMMITMENT

Schedule B

Commitment No.: CF-1295281

Fund File Number 18-04-651

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 Gerard Beaulieu, joined by spouse, if married, to the proposed purchaser(s).** ✓
3. **A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.** ✓
4. **Proof of payment of taxes for the year 2003 must be furnished, and any tax certificates issued with respect thereto must be canceled by the clerk of the court.** ✓
5. **Proof of redemption of Tax Sale Certificate No. 03-035154 for taxes for the year 2002 must be furnished.** - SEE PRINT-OUT - \$1,187.12
6. **Affidavit of Gerald Beaulieu establishing that the marriage between him and Geraldine Beaulieu, deceased, was continuous and uninterrupted from a time prior to their taking title to the subject property until her death on June 24, 1990.** ✓ Different Person - N/A

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

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.** ✓
2. **Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).** ✓
3. **Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:** ✓

FUND COMMITMENT

Schedule B

Commitment No.: CF-1295281

Fund File Number 18-04-651

- (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, recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida. - OK - TYPICAL ✓
- S/B "575"
5. Covenants, conditions and restrictions recorded in O.R. Book 595, Page 808, and O.R. Book 773 Page 856 together with Assignment of Developers Rights recorded in O.R. Book 2603 Page 3024, Public Records of Lee County, Florida. - OK - TYPICAL ✓
6. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida. - OK - SOLID WASTE ✓
7. Taxes for the year 2004, which are not yet due and payable. ✓ ✓

5-Year Sales History

Parcel No. 213

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS