

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

Blue Sheet No. 20050287

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 237, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$76,400; 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

CLD

3. MEETING DATE:
03-22-2005

4. AGENDA:	5. REQUIREMENT/PURPOSE: (Specify)	6. REQUESTOR OF INFORMATION
<input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> STATUTE 125	A. _____
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ORDINANCE _____	B. DEPARTMENT Independent
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN. _____	C. DIVISION County Lands
<input type="checkbox"/> PUBLIC	<input checked="" type="checkbox"/> OTHER Resolution 05-01-10	BY <i>Karen L. W. Forsyth, Director</i> <i>KW</i>
<input type="checkbox"/> WALK ON		
TIME REQUIRED:		

7. BACKGROUND:

Negotiated for: Department of Transportation

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

Property Details

Owners: Edward E. LeBlanc, Sr. and Catherine R. LeBlanc, husband and wife
Address: 11098 Wagon Trail, Bonita Springs, 34135
STRAP No.: 25-47-25-B4-00201.0090

Purchase Details

Purchase Price: \$76,400 (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: \$66,000

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value can be justified, considering the costs associated with condemnation proceedings are estimated to be \$3,000 - \$5,000, excluding value increases and attorney fees and costs. Staff recommends the Board approve the Requested Motion.

Account: 20404330709.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 30709 - Transportation Capital Improvement; 506110 - Land

Attachments: Purchase Agreement; Appraisal /Justification Sheet (Location Map Included); Recommendation of 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 <i>CPM 3/10</i>				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>CLD</i>	<i>Attorney</i>	<i>3/10/05</i>	<i>3/9/05</i>	<i>3/9/05</i>	<i>3/10/05</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3/10/05*
Time: *11:30*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
3-9-05
2:00
COUNTY ADMIN
FORWARDED TO: *[Signature]*

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension/4043
Parcel: 237/LeBlanc
STRAP No.: 25-47-25-B4-00201.0090

2005-07-12 10:00 AM
2005-07-12 10:00 AM
2005-07-12 10:00 AM

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 _____, 2005 by and between Edward E. LeBlanc, Sr. and Catherine R. LeBlanc, husband and wife, hereinafter referred to as SELLER, whose address is 11098 Wagon Trail, Bonita Springs, 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 acre more or less, and located at 11098 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 9, Block 1, Leitner Creek Manor, Unit 2, a subdivision according to the map or plat thereof recorded in Plat Book 30, Pages 79 - 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 No. 4043, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Seventy-Six Thousand Four Hundred and no/100 (\$76,400.00), 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) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER's attorney and appraiser fees, if any.

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

- (a) Recording fee for deed;
- (c) documentary stamps on 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 **May 1, 2005**. 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:** BUYER and SELLER hereby covenant that the Purchase Price recited herein, includes payment for moving expenses, attorney and appraiser fees and costs, the manufactured home, additions, improvements, detached shed(s)/garage(s), and for all fixtures, including but not limited to, built-in-appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, awnings, doors, floor covering, and landscaping, 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 any asbestos containing materials are present in/on the Property subsequent to closing and the County taking possession of the Property.

SELLER hereby agrees that this Agreement is contingent upon the BUYER obtaining a satisfactory appraisal of the Property.

Any additional special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Joseph Fairbairn

SELLER:

Edward E. LeBlanc, Sr.
Edward E. LeBlanc Sr.
Feb. 8, 2005 (DATE)

WITNESSES:

Joseph Fairbairn

SELLER:

Catherine R. LeBlanc
Catherine R. LeBlanc
Feb. 8, 2005 (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Summary Appraisal Report UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 05-16-02

Property Address 11998 Wagon Trail Parcel 237** City Bonita Springs State FL
Legal Description Lot 9, Leitner Creek Manor Unit 2, Blk 1, PB 30, PG 80
Assessor's Parcel No. 25-47-25-B4-00201.0090 Tax Year 2002 R.E. Taxes \$ 441.57 Special Assessments \$ \$197/Yr

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.

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.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Supply & demand are in balance, with typical marketing time 4-6 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.

Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)?
Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A
Describe common elements and recreational facilities: N/A

Dimensions 60' x 135' per County Plat
Site area 8,100 S.F.
Specific zoning classification and description MH-1, Mobile Home Conservation
Zoning compliance Legal Legal nonconforming (Grandfathered use) Illegal No zoning

Utilities Public Other
Electricity
Gas
Water
Sanitary sewer
Storm sewer
Off-site Improvements Type Public Private
Street Asphalt paved
Curb/gutter
Sidewalk
Street lights Pole lights
Alley

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.):
conditions observed; no site survey provided. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$1,200, impact fee \$2,700, water/sewer \$4,000, well/sprinklers \$1,500, fence \$2,000, concrete drive, \$1,500.

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.): Metal siding, carpet, vinyl kitchen/bath floors, mica counter/cabinets, aerated tub in bath, wall unit HVAC, 234sf covered porch, & detached insulated 128sf frame storage shed with wall unit HVAC.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.:
functional or external obsolescence was noted. The improvements are of average quality, and have been maintained in MOL average condition relative to actual age. Physical depreciation is based on a total economic life of the typical 35 years.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.:
No adverse environmental conditions noted on the subject site or in the immediate vicinity.

UNIFORM RESIDENTIAL APPRAISAL REPORT

ESTIMATED SITE VALUE Unimproved site		= \$ 28,000
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 715 Sq. Ft. @ \$ 51.00	= \$	36,465
Shed, 128 Sq. Ft. @ \$ 22.00	=	2,816
Covered porch, 234sf @ \$12.00/sf	=	2,808
Garage/Carport 156 Sq. Ft. @ \$ 12.00	=	1,872
Total Estimated Cost New	= \$	43,961
Less Physical Functional External		
Depreciation 18,842	= \$	18,842
Depreciated Value of Improvements	= \$	25,119
*As-Is Value of Site Improvements	= \$	12,900
INDICATED VALUE BY COST APPROACH	= \$	66,019

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.**

Depreciation - Economic Age/Life Method
Estimated remaining economic life = 20 years.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	11098 Wagon Trail 25-47-25-B4-00201.0090	11212 Tango Drive 25-47-25-B4-00210.0180	26766 Stardust Drive 25-47-25-B4-00211.0200	11194 Tango Drive 25-47-25-B4-00210.0190
Proximity to Subject		0.24 mile southeast	0.24 mile southeast	0.22 mile southeast
Sales Price	Not a Sale	\$ 68,900	\$ 70,000	\$ 59,900
Price/Gross Living Area		\$ 87.88 /sf	\$ 88.38 /sf	\$ 89.14 /sf
Data and/or Verification Source	Inspection Pub. Records	ORB 4546 PG 3018 MLS/FARES/Lee County	ORB 4599 PG 2678 MLS/FARES/Lee County	ORB 4371 PG 3356 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing Concessions		Conventional \$55,100	Cash Indicated	Conventional \$51,500
Date of Sale/Tlme		01/05/05	02/21/05	07/20/04
Location	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	8,100sf	5,605sf +2,500	7,505sf +500	5,805sf +2,500
View	Residential	Residential	Residential	Residential
Design and Appeal	Singlewide	Singlewide	Singlewide	Singlewide
Quality of Construction	MH/Average	MH/Superior -1,400	MH/Superior -2,800	MH/Average
Age	Eff=15, A=26	Eff=15, A=23	Eff=15, A=34	Eff=17, A=28
Condition	Average	Average	Average	Inferior +2,200
Above Grade Room Count	Total Bdrms Baths 4 2 1.5	Total Bdrms Baths 4 2 1 +1,000	Total Bdrms Baths 5 2 1 +1,000	Total Bdrms Baths 4 2 1 +1,000
Gross Living Area	715 Sq. Ft.	784 Sq. Ft. -2,200	782 Sq. Ft. -2,500	672 Sq. Ft. +1,400
Basement & Finished Rooms Below Grade	Well/Sprinklers None	None 312sf Scr.Porch -2,500	None None	None None
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	Space/Wall Unit	Central/Central -1,000	Central/Central -1,000	Central/Central -1,000
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	1 Carport	1 Carport	1 Carport +	1 Carport
Porch, Patio, Deck, Fireplace(s), etc.	234sf Cov.Porch 128sf Shed	260sf Cov.Porch None +1,300	60sf Cov.Porch None +1,300	564sf Encl.Porch None +1,300
Fence, Pool, etc.	Fenced	Fenced	Fenced	None +1,000
Other Features	None	144sf MH Utility -1,200	60sf MH Utility -600	156sf MH Utility -1,200
Net Adj. (total)		\$ 2,700	\$ 3,100	\$ 4,800
Adjusted Sales Price of Comparable		\$ 66,200	\$ 66,900	\$ 64,700

Comments on Sales Comparison (Including the subject property's compatibility 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 singlewide manufactured homes in Leitner Creek Manor. Adjustments exceeded recommended parameters in some instances due primarily to the differences in livable and site areas. However, the adjustments appear to be market supported and do not adversely affect the final value estimate. Due to the limited number of recent sales of adequately similar manufactured homes in Leitner Creek Manor, Sale #3 recorded over 6 months prior to the appraisal date was necessarily utilized.**

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 36 months per Lee County	No prior sale noted other than above in past 36 months	No prior sale noted other than above in past 36 months	No prior sale noted other than above in past 36 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 \$ 66,000
 INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

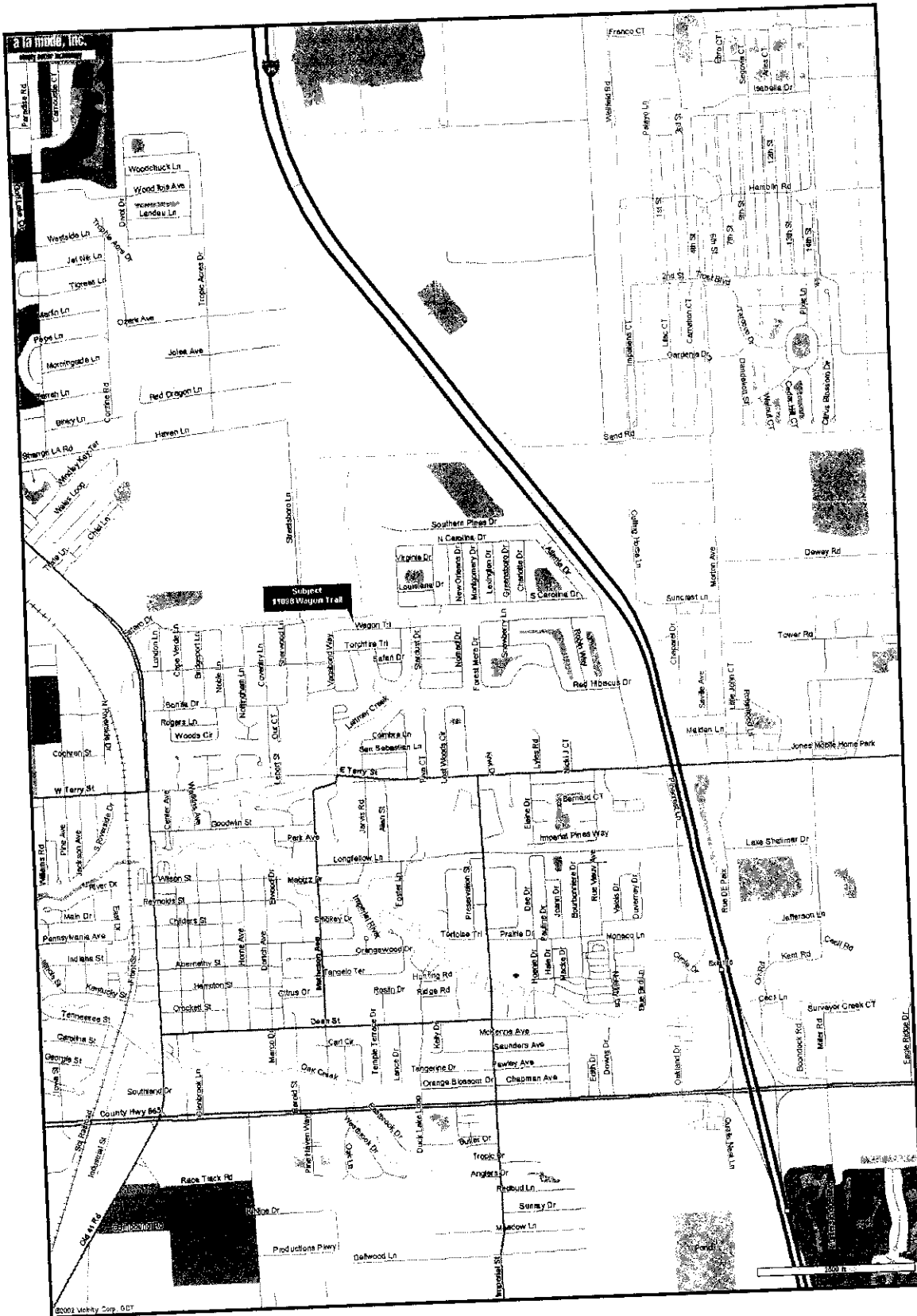
This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.
 Conditions of Appraisal: **No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting 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 8/93).
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 66,000 February 19, 2005
 APPRAISER: Phil Benning, Associate
 Signature: *Phil Benning*
 Name: Phil Benning, Associate
 Date Report Signed: February 23, 2005
 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: February 23, 2005
 State Certification # 0000643 St. Cert. Gen. REA State FL
 Or State License # State

Location Map

Power/Client LeBLANC, Edward Sr.+ Catherine
Property Address 11098 Wagon Trail County Lee State FL Zip Code 34135-5341
City Bonita Springs
Lender Lee County - County Lands



Value Justification Report

Parcel No. 237

Three Oaks Parkway South Extension
Project No. 4043

The Division of County Lands has negotiated a proposed agreement in the amount of \$74,600 for the purchase of Parcel 237 from Edward E. LeBlanc Sr. and Catherine R. LeBlanc, husband and wife.

The parcel represents the total acquisition of the residential property, known as 11098 Wagon Trail in Bonita Springs.

The negotiated purchase price of both parcels is based upon cost avoidance of condemnation:

1. Estimated cost of County's appraisal - \$1,000
2. Estimated cost of the County's boundary survey - \$500
3. Estimated cost of Property Owner's appraisal - \$2,000 - \$3,000



RECEIVED
FEB 28 2005
COUNTY LANDS

February 24, 2005

*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

Jay Arend
Mayor

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
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

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

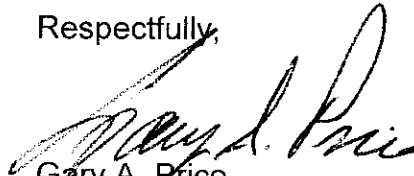
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 237, Edward and Catherine LeBlanc

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/kd

cc: Ken Hoffman, Community Project Coordinator

Division of County Lands

Ownership and Easement Search

Search No. 25-47-25-B4-00201.0090

Date: January 13, 2005

Parcel: 237 & 237SE

Project: Three Oaks Pkwy. South Extension.

Project #4043 (E. Terry St. to N. Leitner Creek)

To: J. Keith Gomez
Property Acquisition AgentFrom: Kenneth Pitt
Real Estate Title Examiner 

STRAP: 25-47-25-B4-00201.0090

Effective Date: December 7, 2004, at 5:00 p.m.

Subject Property: Lot 9, in Block 1, Leitner Creek Manor, Unit 2, as recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Edward E. LeBlanc, ^{SA.} Jr., and Catherine R. LeBlanc, husband and wife

By that certain instrument dated December 27, 1999, recorded December 30, 1999, in Official Record Book 3205, Page 357, Public Records of Lee County, Florida.

Easements:

1. Subject to Deed Restrictions, recorded in Official Record Book 575, Page 808, said rights were later assigned in Official Record Book 2603, Page 3024, Public Records of Lee County, Florida.
2. Subject to a 60 foot rear setback as shown on the plat of Leitner Creek Manor, Unit 2, Plat Book 30, Page 79, Public Records of Lee County, Florida.
3. Subject to a 6 foot Utility Easement dedicated along the rear lot line, as noted on the plat of Leitner Creek Manor, Unit 2, Plat Book 30, Page 79, Public Records of Lee County, Florida.

NOTE(1): Subject to a Mortgage Deed in the original sum of \$31,000.00 recorded in Official Record Book 3205, Page 358, Public Records of Lee County, Florida.

NOTE(2): Subject to a Judgment vs. Catherine LeBlanc in the sum of \$5,684.75 plus prejudgment interest in the sum of \$267.63, recorded in Official Record Book 2562, Page 1724 and re-recorded in Official Record Book 2569, Page 1090, Public Records of Lee County, Florida.

NOTE(3): Subject to a Utility Service Lien (wastewater) to be paid \$26.33 per month for 300 months, recorded in Official Record Book 3571, Page 3655, Public Records of Lee County, Florida.

NOTE(4): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid collection, recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status: \$443.12 paid on November 9, 2004 for tax year 2004.*(The end user of this report is responsible for verifying tax and/or assessment information.)***The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

5-Year Sales History

Parcel No. 237

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS