•	Lee County Board Agenda I	of County Commi tem Summary		et No. 20030120
1. REQUESTED MOTION:	Agenua I	tom ouninaly	Dive Sile	GL NO. 20030120
Authorize the Division of County Pondella Road Widening, from e set forth in the Purchase Agree accepted by Seller; authorize the transaction and payment of all re	east of McNeill Road to Del ment; authorize Chairman Division of County Lands ecording fees.	Pine Drive, Project N on behalf of the Bo(to handle and accept	No. 4656, pursuant to the CC to execute Purchase t all documentation neces	terms and conditions Agreement if offer is sary to complete this
WHY ACTION IS NECESSAF pursuant to F.S. §73.015 prior to	initiation of condemnation	proceedings.	-	
WHAT ACTION ACCOMPLIS		er to property owner		
2. DEPARTMENTAL CATE COMMISSION DISTRICT #	/ (6G	$3. \qquad MEETING 0 2 - 18$	- 2003
4. AGENDA:	5. REQUIREMENT/PURPOS	<u>SE</u> : 6.	REQUESTOR OF INFORMA	
Y CONSENT	(Specify)			
ADMINISTRATIVE APPEALS	X STATUTE 73, 125		COMMISSIONER DEPARTMENT Independe	ent Division
PUBLIC	ADMIN.	C.	DIVISION County La	nds A: 1-29-03
WALK ON	X OTHER Resolution of Ne Bitue Sheet No. 2		Y: <u>Karen L.W. Forsyth, Direct</u>	or Kewl
TIME REQUIRED: 7. BACKGROUND:				$\tau \tau$
for the Pondella Road Widening, This acquisition consists of a strip 44-24-00-00070.0010). F.S. §73.015, as amended, req condemnation proceedings. Th Cunningham MAI, SRA, indicatin owners, Marcellino Stellato and condemnation proceedings will i proceedings may be commenced Staff is of the opinion that the pure costs associated with condemnation attorney fees. Staff recommends the Board app Funds are available in Account N 20 - Capital Projects 4656 - Pondella Road Wide 18805 - Impact Fees	parcel from an improved puires the County to subm the County obtained an a orga value of \$11,100.00 (in the E Stellato, is for \$12, not be required. If the pr d. chase price increase of \$1, ion proceedings estimated prove the Requested Motio to. 20465618805.506110	broperty. The area of praisal dated Dece clusive of land and c 500.00. Should the operty owners elect 400.00 above the ap to be between \$3,000	f Parcel 147 is 1567 sq. ft the property owner price ember 11, 2002, perform cost to cure). The binding property owner agree not to accept this offer, opraised value can be just 0 - \$5,000, excluding land ATTACHMENTS: Purchase and Sale Agr Title Search Appraisal Letter	or to the initiation of med by Stephen A. offer to the property to accept this offer, then condemnation tified considering the value increases and
50.6110 - Land			Sales History	
8. MANAGEMENT RECOMM				
AB	9. <u>RECOMM</u> C D	ENDED APPROVA	<u>AL:</u> F	G
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Director Contracts	3/4/02/2	Rec. by CoAtty	RECEIVED BY COUNTY ADMIN.	٤N

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This document prepared by Division of County Lands Project: Pondella Road Widening, Phase III, No. 4656 Parcel: 147 STRAP No.: 04-44-24-00-00070.0010

BOARD OF COUNTY COMMISSIONERS LEE COUNTY AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this _____ day of ______, 2003, by and between Marcellino Stellato and Lee Stellato, hereinafter referred to as SELLER, whose address is 990 Pondella Road, North Fort Myers, Florida 33903, 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 1,567 square feet, more or less, and located at 990 Pondella Road, North Fort Myers, Florida 33903, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Pondella Road Widening, Phase III, No. 4656 hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be Twelve Thousand Five Hundred and 00/100 (\$12,500.00), inclusive of cost to cure items, payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

Agreement for Purchase and Sale of Real Estate Page 2 of 6

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 \$12,500.00, 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) payment of delinquent City of Cape Coral assessments, if any;
- (f) SELLER'S attorney fees, if any.

Agreement for Purchase and Sale of Real Estate Page 3 of 6

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.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

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 such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

Agreement for Purchase and Sale of Real Estate Page 4 of 6

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 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 There is no evidence of release of located on the Property. 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. Agreement for Purchase and Sale of Real Estate Page 5 of 6

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 60 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.

Agreement for Purchase and Sale of Real Estate Page 6 of 6

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:	SELLER:
	Marcellino Stellato (DATE)
WITNESSES:	SELLER:
	Lee Stellato (DATE
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY:	BY:
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	COUNTY ATTORNEY (DATE

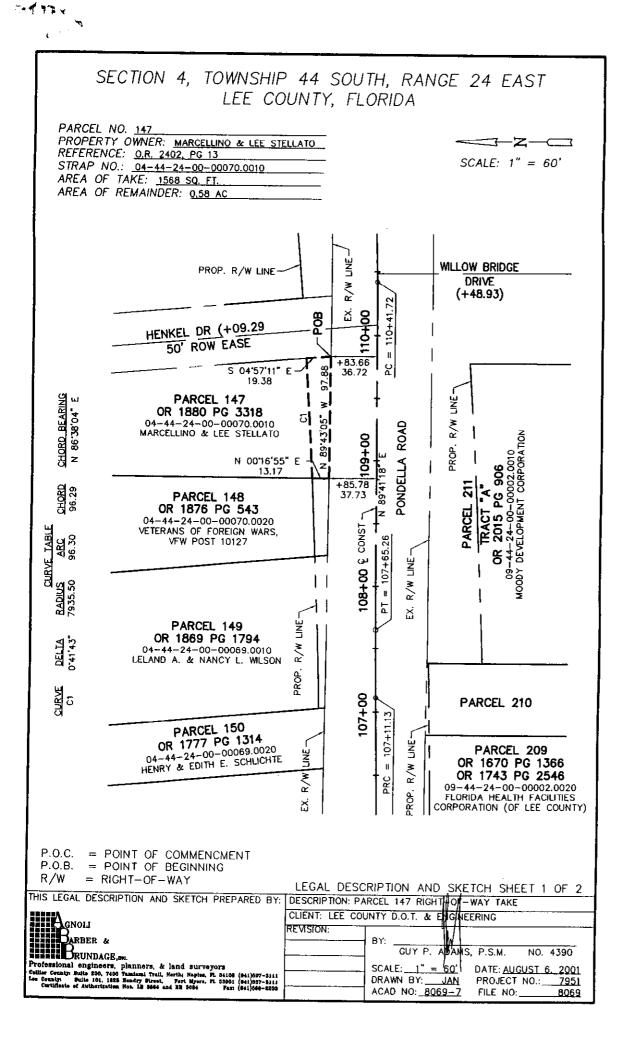


Exhibit "A"

Exhibit "A"

(COUNTY PROJECT NUMBER 4656)

DESCRIPTION OF RIGHT-OF-WAY PARCEL

ALL THAT PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 2402, PAGE 13, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF PONDELLA ROAD (80' ROW) AND THE WESTERLY RIGHT-OF-WAY OF HENKEL DRIVE (50' ROW EASEMENT); THENCE NORTH 89'43'05" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 97.88 FEET; THENCE NORTH 0'16'55" EAST 13.17 FEET TO AN INTERSECTION WITH THE

ARC OF A CIRCULAR CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 7935.50 FEET; THENCE EASTERLY ALONG SAID ARC THORUGH A CENTRAL ANGLE OF 0°41'43" AN ARC DISTANCE OF 96.30 FEET SAID ARC SUBTENDED BY A CHORD BEARING NORTH 86°38'04" EAST 96.29 FEET TO THE WESTERLY RIGHT-OF-WAY OF HENKEL DRIVE; THENCE SOUTH 4°57'11" EAST ALONG SAID WESTERLY RIGHT-OF-WAY 19.38 FEET THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 1,568 SQUARE FEET OF LAND MORE OR LESS; SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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LEGAL DESCRIPTION AND SKETCH SHEET 2 OF 2

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY:	DESCRIPTION: P/	ARCEL 147 RIGHT-OF	WAY TAKÉ
		UNTY D.O.T. & ENGINE	ERING
	REVISION:		
BARBER &	······	BY:	
BRUNDAGE, mc.		GUY P. ADANS	S, P.S.M. NO. 4390
Professional engineers, planners, & land surveyors		SCALE: N.T.S.	DATE: AUGUST 6. 2001
Collier County: Saite FOG, 7400 Tamiami Trail, North: Napies, FL 54108 (541)597-5111 Les County: Saite 181, 1826 Hendry Street, Port Myore, FL 53901 (541)537-5111		DRAWN BY: JAN	PROJECT NO .: 7951
Cortificate of Authorization Nos. 15 3864 and 13 3864 Fax: (841)666-2203		ACAD NO: 8069-7	FILE NO: 8069
		L	

FILE NO: TC-F11550 TITLE SEARCH LETTER

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To the following described lands lying and being in Lee County, Florida:

A parcel in the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 4, Township 44 South, Range 24 East, Lee County, Florida, more particularly described as follows:

From the Southeast corner of said Southeast 1/4 on the center line of Pondella Road (S 78A) run North 5 degrees 13' 29" West; along the East line of said Southeast 1/4, 40.17 feet to the point of beginning; thence continue on said East line North 5 degrees 13' 29" West, 241.40 feet; thence run due West, 101.01 feet; thence due South 240.40 feet, to a point on the North right-of-way line of Pondella Road; thence due East, parallel to and 40 feet from the centerline of Pondella Road, 122.98 feet to the point of beginning.

> PREPARED BY TRI COUNTY TITLE INSURANCE AGENCY, INC. 8660 College Parkway, Suite 200 Fort Myers, Florida 33919 (941) 437-3144 Fax (941) 437-3148

> > Our "TRI" stands for TRUST, RELIABILITY AND INTEGRITY

November 8, 2001

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TITLE SEARCH LETTER

FILE NUMBER: TC-F11550 YOUR FILE NO:

STRAP NUMBER: 04-44-24-00-00070.0010

TAX INFORMATION:

1. General and special taxes and assessments required to be paid in the year 2002 and subsequent years, which are not yet due and payable. Strap # 04-44-24-00-00070 0010. 2001 taxes are due in the amount of \$2,252.74, if paid by November 30, 2001.

2. 2000 and 2001 Tangible Personal Property Taxes are currently due.

Tri-County Title Insurance Agency, Inc. does hereby certily that it has searched the Public Records of Lee County, Florida, and that said Public Records appear as follows, to wit:

OWNER(S) OF RECORD: MARCELLINO STELLATO and LEE STELLATO, Husband and Wife

BY Warranty Deed, AS RECORDED IN Official Records Book 2402, Page 0013, of the Public Records of Lee County, Florida.

MORTGAGES:

Mortgage executed by MARCELLINO STELLATO and LEE STELLATO, Husband and Wife, in favor of NORTH FORT MYERS LIONS CIVIC CORPORATION, INC., to secure the original principal amount of \$100,000.00, dated June 30, 1993, recorded July 1, 1993, in Official Records Book 2402, Page 0014, of the Public Records of Lee County, Florida.

LIENS: NONE

ASSESSMENTS: NONE

EASEMENTS & RESTRICTIONS:

Lee County Mandatory Garbage Collection Assessment Ordinance 86-14 recorded in Official Records Book 2189, Page 3281, and amended in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida.

EFFECTIVE DATE: November 1, 2001 @ 8.00 am

This report, while believed to be correct, is necessarily based upon information obtained through the Index of Documents maintained by the Clerk of the Circuit Court and therefore is subject to any errors in such index. This company does not offer any opinion with regard to the validity of any of the recorded documents or the marketability of the title to this property. This report is confined and limited to showing the apparent owner of record and any liens or encumbrances shown in the Public Records of the county wherein the subject property is located.

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Dena E. Weygant/Charles R. Hannaway/Jeanette B. Goff TRI-COUNTY TITLE INSURANCE AGENCY, INC.

1-30-03 No changes in the title. fle

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A parcel in the Southeast 1/4 of the Southeast 1/4		and other good and valuable consideration to GRANT granted, bargained and sold to the said GRANTES	NO/100(\$10.00) DOLLARS, TOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has and GRANTEES heres and assigns forever, the following described land, situate,	
and the granter does bereby fully warrant the fille to said land, and will defeed the same against lawful claims of all persons whomsover. In Witness Whereof, the granter has berevatio set their hand and seal the day and year first above written. Signed, sealed and delivered in our presence: North Fort Myers Lions Civic, Corporation, Inc. Printed Name: King President Printed Name: Dirio Lee Ball Witness as to Both North Scarlick , Secretary Po. Address 900 Pondet a Road, NORTH PORT NYERS FL 3003 State OF Florida (Corporate Scal) Councest Prepared Br. Secretary of North The benefit of the cooperation. They are personally known to me or have produced their Chiver's license at identification and do not take an oath. Market an oath. The Document Prepared Br. Direct Market, Artiant Market, Artiant, Market, Artiant Market, Artiant, Market,		A parcel in the Southea Southwest 1/4 of Section Lee County, Florida, mor	4, Township 44 South, Range 24 East,	
In Witness Whereof, the grantor has bereations set their hand and seal the day and year first above written. Signed, sealed and delivered in our presence: North Fort Myers Lions Civic, Corporation, Inc. Printed Name: K.m. K. Propp. Nitness as to Both By: North Sardow North Fort Myers Lions Civic, Corporation, Inc. Scall Printed Name: DINO Lee Ball Witness as to Both By: State OF Florida (Corporate Scal) COUNTY OF LEE (Corporate Scal) The foregoing instrument was khnowledged before me this 30th By of June, 1993 by June, 1993 by Francis Gregor, President and Morris Garlick , Secretary of Noruli Fort Myers Lions Civic Corporation, Inc., abalf of the corporation. They are probably hown to me or have produced their Chivel's license Dothi Lee Boall Praced By.	CORD VERIFIED - CHARLIE GR	centerline of Pondella beginning.	r of said Southeast $1/4$ on the center 78A) run North 5° 13' 29" West; along itheast $1/4$, 40.17 feet to the point of ue on said East line North 5° 13' 29" e run due west, 101.01 feet; thence due point on the North right-of-way line of East, parallel to and 40 feet from the Road, 122.98 feet to the point of	
In Witness Whereof, the grantor has bereation set their hand and seal the day and year first above written. Signed, seaked and delivered in our presence: North Fort Myers Lions Civic, Corporation, Inc. North Fort Myers Lions Civic, Corporation, Inc. By: <u>Meancer Myers</u> (Seal) Francis Gregor, Bresident (Seal) Printed Name: <u>DI3:0 Leo Ball</u> Witness as to Both STATE OF Florida COUNTY OF LEE The forgoing instrument was acharwedged before me the 30th day of Francis Gregor, President and Morris Garlick , Secretary of North Fort Myers Lions Civic Corporation, Inc., on behalf of the coporation. They are personally known to me or has produced their Thu Document Prepared By: DIXIN LEE BALL, PA ATTORNEY ATLAW LDI CALECORAL TARKWAY CATE CORAL, FL 1994 DIXIN LEE BALL, PA ATTORNEY ATLAW LDI CALECORAL TARKWAY CATE CORAL, FL 1994 DIXIN LEE BALL, PA ATTORNEY ATLAW LDI CALECORAL, FL 1994 DIXIN LEE BALL, PA ATTORNEY ATLAW LDI CALECORAL, FL 1994 DIXIN LEE BALL, PA ATTORNEY ATLAW CATE CORAL, FL 1994 DIXIN LEE BALL, PA ATTORNEY ATLAW CATE CORAL FL 1994 DIXIN LEE BALL, PA ATTORNEY ATLAW CATE CORAL FL 1994 DIXIN LEE BALL, PA ATTORNEY ATLAW DIXIN LEE BALL, PA ATTORNEY ATLAW DIX	 RECORD VERIFICO - CHARLIE GRE BI: G. SHERMOOD, D.C. 	centerline of Pondella beginning.	r of said Southeast $1/4$ on the center 78A) run North 5° 13' 29" West; along itheast $1/4$, 40.17 feet to the point of ue on said East line North 5° 13' 29" e run due west, 101.01 feet; thence due point on the North right-of-way line of East, parallel to and 40 feet from the Road, 122.98 feet to the point of	
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Printed Name: K. M. K. Propp. Nitness as to Both Francis Gregor, Bresident Nitness as to Both P.O. / ddress 900 Pondella Read, NORTH FORT MYERS, FL 3903 Printed Name: Dixi0 Leo Ball Witness as to Both By: STATE OF Florida (Corporate Scal) COUNTY OF LEE (Corporate Scal) The foregoing instrument was kinowledged before me this 30th day of June, 1993 by Francis Gregor, President and Morris Garlick , Secretary of Noruli Fort Myers Lions Civic Corporation, Inc., On behall of the corporation. They are personally known to me or have produced their	● RECORD VERIFICO - CHARLIE GR ● 81: 6, SHEMOOD, D.C.	centerline of Pondella beginning.	r of said Southeast 1/4 on the center 78A) run North 5° 13' 29" West; along utheast 1/4, 40.17 feet to the point of ue on said East line North 5° 13' 29" e run due west, 101.01 feet; thence due point on the North right-of-way line of East, parallel to and 40 feet from the Road, 122.98 feet to the point of	
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Francis Gregor, President and Morris Garlick , Secretary of NorLis Fort Myers Lions Civic Corporation, Inc., on behalf of the corporation. They are personally known to me or have produced their <u>ChiVQI'S license</u>	RECORD VENIFICO - CHARLE GR SECORD VENIFICO - CHARLE GR SECORD D.C.	enterline of Pondella beginning. and the grantor does hereby fully warrant the tille to s ln Witness Whereof, the grantor ha Signed, scaled and delivered in our presence: <u>Market Signed</u> , scale and	said land, and will defend the same against lawful claims of all persons whomsoever. as hereunito set their hand and scal the day and year first above written. North Fort Myers Lions Civic, Corporation, Inc. By: <u>Matter</u> (Seal) By: <u>Matter</u> (Seal) By: <u>Matter</u> (Seal) By: <u>Matter</u> (Seal) By: <u>Matter</u> (Seal)	
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LODI CAE & CORAL PARKWAY NOTARY PUBLIC HOTARY FUEL (1977) CAPE CORAL, PL 3904 Ny Commission Expiring (LANISS) (1975) 2019 (LANISS) (1975) (197	RECORD YERIFICO - CHARLE GR	and the grantor does hereby fully warrant the title to s and the grantor does hereby fully warrant the title to s In Witness Whereof, the grantor ha Signed, scaled and delivered in our presence:	<pre>r of said Southeast 1/4 on the center 78A) run North 5° 13' 29" West; along itheast 1/4, 40.17 feet to the point of ue on said East line North 5° 13' 29" e run due west, 101.01 feet; thence due point on the North right-of-way line of East, parallel to and 40 feet from the Road, 122.98 feet to the point of West and will defeed the same against lawful thims of all persons whomsover. as hereunio set their hand and seal the day and year first above written North Fort Myers Lions Civic Corporation, Inc. By: <u>Mathewest West States</u> (Seal) Francis Gregor, Eresident P.O./ddress 900 Pondells Road, NORTH FORT MYERS, FL 3900 By: <u>Mathewest West States</u> (Seal) By: <u>Mathewest West States</u> (Seal) Corporate Seal) e me the 30th day of June, 1993 by and Morris Garlick , Secretary of NorLis Soration, Inc.,</pre>	
CAPE CORAL, FL. 3904 My Commission Expirately (EVALSS) (Sec. 1, 2, 1998	RECORD YERIFICO - CHURLIE GR B11 G. SHEROOD, D.C.	enterline of Pondella beginning. and the grantor does hereby fully warrant the tille to s In Witness Whereof, the grantor ha Signed, scaled and delivered in our presence:	r of said Southeast 1/4 on the center 78A) run North 5° 13' 29" West; along itheast 1/4, 40.17 feet to the point of ue on said East line North 5° 13' 29" e run due west, 101.01 feet; thence due point on the North right-of-way line of East, parallel to and 40 feet from the Road, 122.98 feet to the point of Said land, and will defeed the same against lawful claims of all persons whomsorer. as hereunio set their hand and seal the day and year first above written North Fort Myers Lions Civic Corporation, Inc. By: <u>Mathew</u> (Seal) Francis Gregor, Eresident P.O. /ddress 990 Poddils Road, NORTH FORT MYERS FL 39903 By: <u>Mathew</u> (Seal) Morris Garlick , Secretary P.O. Address 990 Podd's Road, NORTH FORT MYERS FL 39903 (Corporate Seal) c me this 30th day of June, 1993 by to me or have produced their <u>CIVQI'S license</u>	
	KECOND VENIFICO - EUMALIE CAE B1: 6. SHE MOOD, 0.C.	end the grantor does bereby fully warrant the tille to s In Witness Whereof, the grantor has Signed, scaled and delivered in our presence: Witness as to Both Printed Name: <u>Divise Lee Both</u> Printed Name: <u>Divise Lee Both</u> STATE OF Florida COUNTY OF LEE The foregoing instrument was acknowledged before Francis Gregor, President a Fort Myers Lions Civic Corp on behalf of the corporation. They are personally known to as identification This Document Prepared By:	r of said Southeast 1/4 on the center 78A) run North 5° 13' 29" West; along itheast 1/4, 40.17 feet to the point of ue on said East line North 5° 13' 29" e run due west, 101.01 feet; thence due point on the North right-of-way line of East, parallel to and 40 feet from the Road, 122.98 feet to the point of said land will defeed the same against lawful claims of all persons whomsorver. as hereunio set their hand and sai the day and year first above written. North Fort Myers Lions Civic, Corporation, Inc. By: <u>Meteore</u> (Seel) Francis Gregor, Bresident (Seel) Princis Garlick , Secretary P.O. Address 990 Pondel's Road, NORTH FORT MYERS PL 39903 (Corporate Seal) e me this 30th day of June, 1993 by ind Morris Garlick , Secretary of North to me or have produced their <u>drivel's license</u> on and did not take an oath. Marked Carlie Seal) Marked Carlies Seal) Marked Carlies Seal)	

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an a	Conserving and interced the Poly of the Po	З Р
	e Deputy Clerk	
,	This Mortgage Deed	
Station Strength	Executed the 30th day of June A.D. 1993 by Marcellino Stellato and Lee Stellato, husband and wife,	
	heringle called the mongage, to North Fort Myers Lions Civic Corporation, Inc.,	194 (
27 î	a corporation existing under the laws of Florida , with its permanent postoffice address at 990 Pondella Road	
	NORTH FORT MYERS, Florida 33903 hereinafter called the mortgagee;	
· ·	(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)	
● ¥231	Witnesseth, that for good and valuable considerations, and also in consideration of the aggre- gate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor here- by grants, bargains, sell, aliens, remises, conveys and confirms unto the mortgagee all the certain land County	
WALTE GREEN, _	of which the montgagor is now seized and in possession situate in LeO County, Florida, viz:	
2. Stéla 10 CH	A parcel in the Southeast $1/4$ of the Southwest $1/4$ of the	
00 VERIF • 11:	Southwest 1/4 of Section 4, Township 44 South, Range 24 East, Lee County, Florida, more particularly described as follows:	
()) 100 100 100 100 100 100 100 100 100 1	FROM the Southeast corner of said Southeast 1/4"on the center line of Pondella Road (S 78A) run North 5° 13' 29" West; along the Fact line of said Southeast 1/4. 40.17 feet to the point of	anish aik
.д	beginning; thence continue on said East line North 5° 13' 29" West, 241.40 feet; thence run due west, 101.01 feet; thence due South 240.40 feet, to a point on the North right-of-way line of Pondella Road; thence due East, parallel to and 40 feet from the centerline of Pondella Road, 122.98 feet to the point of	
	beginning.	
4 <u>1</u> **	IF THIS MORTCAGE IS SOLD BY THE MORTGAGEE, THEN THE MORTGAGOR SHALL FIRST HAVE THE RIGHT TO PAYOFF THE NOTE AND MORTGAGE AT A DISCOUNTED AFOUNT, SAID DISCOUNTED AMOUNT TO BE PROVIDED TO THE MORTGAGOR BY THE MORTGAGEE PRIOR TO THIS MORTGAGE BEING SOLD OR ASSIGNED.	n
	IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN IT IS SOLD OR TRANSFERRED (OR IF A BENEFICIAL INTEREST IN THE MORTGAGOR IS SOLD OR TRANSFERED AND THE MORTGAGOR IS NOT A NATURAL PERSON)	
l	WITHOUT THE MORTGAGEE'S PRIOR WRITTEN CONSENT, THE MORTGAGEE MAY AT ITS OPTION, REQUIRE IMMEDIATE PAYMENT IN FULL OF /LL SUMS SECURED BY THIS MORTGAGE.	
		- a

CIC+ Signature . والمراجع والمحادية \$456 2 To Have and to Hold the same, together with the tenements, hereditaments and apputc-thereto belonging and the rents, issues and profits thereof, who the morgagee, in fee simple. amort thereto below Sec. Ashida [0R2402 And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said \mathcal{D} land in fee simple; that the mortgagor has good right and lawful authority to convey said land as afore said; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land PGO and will defend the same against the lawful claims of all persons whomsoever; and that said land is free é de and clear of all encumbrances except those of record. 1015 and the second of the second 齡 and the same 门的翻译 an analysis a strain of Albert States in a strain the states in the states in the states in the states in the st ALC: NO. (1) A set of the se Provided Always, that if said mortgagor shall pay unto said mortgagee the centain promissory note hereinafter substantially copied or identified, to-wit: MORTGAGE NOTE Fort Myers, Florida June 30th. # 93 100.000.00 w North Fort FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) pro-Myers Lions Civic Corporation, Inc., a corporation existing under the laws of the state of Florida (3 FORT MYERS, Florida 33903 or at such place as may bereafter be designated by written notice from the holder to the maker h the date and in the manner following المراجع 68 PAYMENTS ARE TO BE MADE MONTHLY COMMENCING 7/30/93 IN THE AMOUNT OF \$800.00 PER MONTH, WITH A FINAL PAYMENT OF \$1,324.15 DUE ON 11/30/2015. PREPAYMENT HAY BE MADE AT ANY TIME WITHOUT PENALTY This noise . In-material is secured by a montpape on real exists, of even date herewith, made by the maker hereof in favor of the said ad usual ne construed and enforced according to the laws of the State of Privila. and using on complete and influence according to the same of the s East press have back as can settly in the right to centre in the interior term is any source of enterior of protect and notice of du-and spress to per all custs, including a reasonable accorneys (e.g. whether source houses) or not. It, after maining of the note or default set, or under und montage, councel shall be employed to related in a set or to protect the seturity of and montaget. Whenever used hereal the terms holder, instead and payor shall be construed in the singular or planal as the context may are or indiant. Marcellino Stellato (Sea) Maker's Address POBCX 3036 The VICLATE _____(Seal) North Fort Myers, Florida Lee Stellato 33903

CHARLIE GREEN LEE CTY, R.

93 JUL -1 AN 11:58

and shall perform, comply with and abide by each and every the ogreements, sipulations, conditions and coverants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, demain the principal and the mortgage hereby further covenants and agrees to pay promptly when due the principal and interest, and other sums of money provided, for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, kevies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less them.

in a company or companies acceptable to the mongagee, the policy or policies to be held by, and payable to, said mongagee, and in the event any sum of money becomes payable by virtue of such insurance the mongagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mongagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and tille searches, reasonably incurred or paid by the mongagee because of the failure of the mongagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mongage, or eather, to perform comply with and tables by each and every the agreements, stipulations, conditions and severy the agreements, stipulations, conditions and severy the agreements, stipulations, conditions and covenants of said note and this mongage, or eather, to perform comply with and tables by each and every the agreements, stipulations, conditions and a covenants set forth in said note and this mongage or either. In the event the mongagor fails to pay when due any tax assessment, insurance premium or other sum of money payable by virtue of said note and this mongage, or either, the mongagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constante a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witnesis Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

n

Signed, sealed and deliven d in the presence of:

The foregoing instrument was acknowledged before me this 30th day of Marcellino Stellato and Lee Stellato, husband and wife, who are personally known to me or who have produced their <u>driver's license</u> as identification and who did not take an oath. This Document Prepared By:	th Fort Myers, FL	
Witness as to Both Witness as to Both Printed Name: A ADDIXIO LOO BOIL Witness as to Both STATE OF Florida COUNTY OF Lee The foregoing instrument wis acknowledged before me this 30th day of Marcellino Stellato and Lee Stellato, husband and wife, who are personally known to me or who have produced their This Document Prepared By: Marcellino Stellato	the Form Myers, FL	
Printed + Name:	the Fort Myers, FL	
Witness as to Both P.O. Address 3261 Nonh Road, Non STATE OF Florida COUNTY OF Lee The foregoing instrument was acknowledged before me this 30th day of Marcellino Stellato and Lee Stellato, husband and wife, who are personally known to me or who have produced their	ih Fort Myers, FL	
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DOOR LEB BALL, PA. ATTORNEY AT LAW Printed Name:	rie Lee Ball	
DOI CAPE CORAL PARKWAY NOTARY PUBLIC A Second Statement of My Commission Expires:	•35 ⁷	
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REPRINT OF TAX INFORMATION 2001 - COUNTY OF LEE 04:44-34-00-00070.0010

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COMPLETE APPRAISAL PROCESS SUMMARY REPORT FORMAT

e. . .

PONDELLA ROAD WIDENING PROJECT NO. 4656 PARCEL 147(PARTIAL ACQUISITION, FEE SIMPLE)

OWNER OF RECORD: MARCELLINO STELLATO AND LEE STELLATO, HUSBAND AND WIFE

APPRAISAL NUMBER 020111

VALUATION DATE: DECEMBER 11, 2002

PREPARED FOR

MR. ROBERT G. CLEMENS, SR, WA ACQUISITION PROGRAM MANAGER LEE COUNTY DEPARTMENT OF PUBLIC WORKS DIVISION OF COUNTY LANDS POST OFFICE BOX 398 FORT MYERS, FLORIDA 33902-0398

PREPARED BY GRUBB & ELLIS|VIP-D'ALESSANDRO Division of Valuation and Research 13131 UNIVERSITY DRIVE FORT MYERS, FLORIDA 33307 6



January 24, 2003

Mr. Robert G. Clemens, SR, WA Acquisition Program Manager Lee County Department of Public Works Division of County Lands Post Office Box 398 Fort Myers, Florida 33902-0398

> Re: Parcel 147 Pondella Road Widening Project No. 4656 Property Owner: Marcellino Stellato and Lee Stellato, Husband and Wife Appraisal No.: 020111

Dear Mr. Clemens:

At your request, we have analyzed the proposed fee simple acquisition that encompasses approximately the south 19.38 feet of a parent identified as STRAP #04-44-24-00-00070.0010. According to the parcel sketch and legal description, the acquisition that is to occur will be a partial take for the purpose of widening Pondella Road. In valuing a partial take, the market value of the real property and property rights sought to be acquired and damages or special benefits to the remaining real property and property rights are estimated. It is our understanding that the intended use of this market value estimate is for purchase negotiations between Lee County and the subject property owner for acquisition by Lee County.

The market value estimate reported herein is the result of a Complete Appraisal Process and is reported to you in the format requested by you, a Summary Appraisal Report Format. The Summary Appraisal Report Format is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of our client and is for the intended use stated herein. The appraisers are not responsible for unauthorized use of this report.

Specifically, the purpose of this appraisal is to (1) estimate the market value of the entire ownership; and (2) estimate the market value of the remainder. The difference between the two values will then be analyzed as to the allocation of the value differential to the real property acquired and damages or special benefits to the remaining real property and property rights. The property rights involved in this acquisition consist of the fee simple interest or estate.

In order to identify the parent tract it must satisfy three tests: (1) unity of title; (2) unity of use; and (3) contiguity. The proposed acquisition is a portion of an improved site located at the northwest corner of Pondella Road and Henkel Drive. The site is under the unified ownership as indicated previously. The parent tract has 122' of frontage along Pondella Road and 241' of depth for a total area of 29,402 square feet. It is improved with a single story building containing 2,670 square feet with a finished utility containing 533 square feet and a finished open porch containing 350 square feet. The building was built in 1960 and was in good condition based upon exterior inspection. The building is owner occupied by "The Print Shop". There are a total of 12 parking spaces to the front of the building. The proposed acquisition is from the southerly property line. Dimensions are $13.17' \times 96.26' \times 19.38' \times 97.84'$ for a total area of 1,567 square feet. Improvements within the acquisition consist primarily of asphalt paving. The remainder property is simply the parent tract reduced in size by the fee simple take. It is concluded the remainder property as severed will have no form of compensable severance damages. Total compensation will include the cost of re-striping the existing parking lot, engineering and permitting, and improvements within the take.

The effective date of valuation for this parcel is considered to be December 11, 2002. This represents the last date of a complete and thorough inspection of the parcel by Stephen A Cunningham, MAI, SRA, State-Certified General Real Estate Appraiser, Certificate Number 0000300.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, and this report adheres to the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation. Mr. Stephen A Cunningham, MAI, SRA has complied with the Uniform Standards of Professional Appraisal Practice, Competency Provision. The attached Summary Appraisal Report contains the data, analyses, limiting conditions, and conclusions of value. The subject property is assumed to be free and clear of all liens and encumbrances except typical mortgage financing for properties similar to the subject property, at market rates. Mr. Stephen A Cunningham, MAI, SRA certifies that, during the completion of this assignment, a thorough inspection of the subject property was undertaken. We certify that we have no past, present, or future interest in the real estate, and, to the best of our knowledge, the facts contained herein are true and correct.

Mr. Robert G. Clemens, SR, WA Acquisition Program Manager Division of County Lands page iil

Therefore, based upon the following summarized sections of the report, it is our opinion that the total estimated just compensation due to the property owner, as of December 11, 2002, can be summarized as follows.

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Value of the Take Area-Parcel 147	\$3,604.00
Cost to Cure Items	
Re-striping Existing Parking	
Engineering and Permitting	\$5,500.00
Improvements in Take	<u>\$950.00</u>
TOTAL COMPENSATION DUE PROPERTY	
Owner(Rounded)	\$11,100.00

We appreciate the opportunity to be of service to you in this matter.

Respectfully submitted,

GRUBB & ELLIS VIP-D'ALESSANDRO Division of Valuation and Research Stephen A Cunningham, MAI, SRA State-Certified General Real Friate Appraiser

Certificate Number 0000300

5-Year Sales History

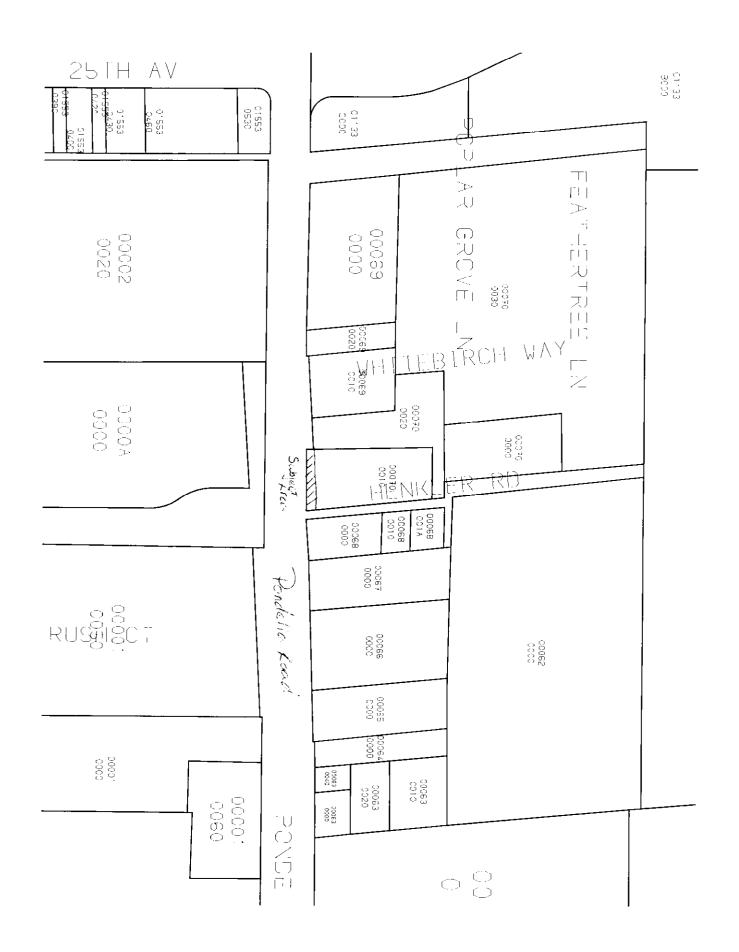
Parcel No. 147

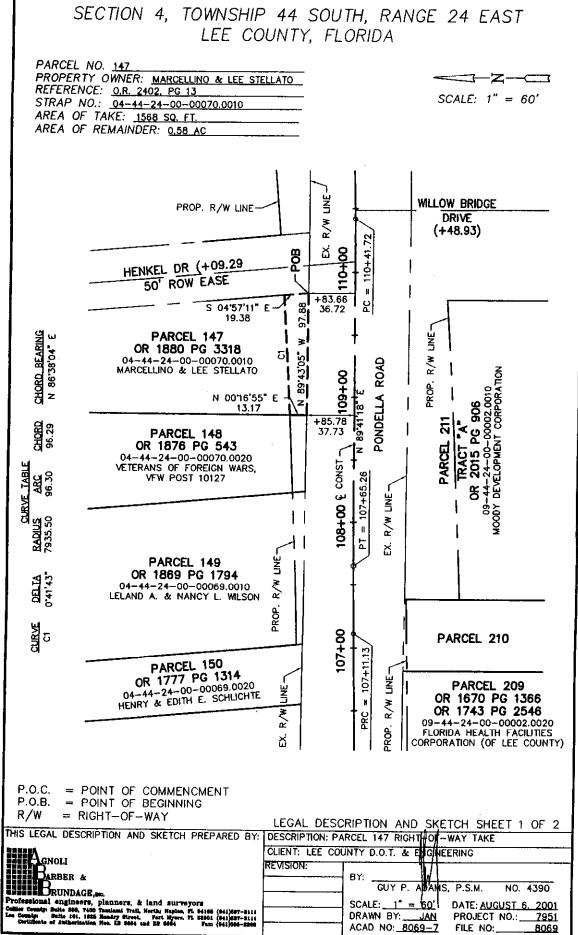
Pondella Road Widening Phase II, No. 4656

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N

NO SALES IN LAST 5 YEARS

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ST Exhibit "A"