

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

**Blue Sheet No. 20040043**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for acquisition of Parcel 220, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$37,365.00; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

**WHY ACTION IS NECESSARY:** The Board must accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** The Board avoids Eminent Domain.

|   |  |
|---|--|
| <b>2. DEPARTMENTAL CATEGORY:</b> 06<br><b>COMMISSION DISTRICT #:</b> 3 <i>C6F</i> | <b>3. MEETING DATE:</b><br><i>02-03-2004</i> |
|---|--|

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

**7. BACKGROUND:**

Negotiated for: Department of Transportation

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

Property Details

Owners: Norma L. Montemayor, equitable owner; Richard and Karen Garman, legal owner  
 Address: 11224 Wagon Trail, Bonita Springs  
 STRAP No.: 25-47-25-B4-00201.0280

Purchase Details

Purchase Price: \$37,365.00 (Price is inclusive of moving expenses.)  
 Costs to Close: Approximately \$750 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.  
 Appraised Value: Salient appraisal data attached for reference.

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

Account: 20404318808.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 18808 - Road Impact Fees, Bonita; 506110 - Land

Attachments: Purchase Agreement; Appraisal (Location Map Included); Letter from City of Bonita Springs; Title Data; 5-Year Sales History

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

| A<br>Department Director | B<br>Purchasing or Contracts | C<br>Human Resources | D<br>Other         | E<br>County Attorney | F<br>Budget Services |                    |                    |                    | G<br>County Manager |
|--------------------------|------------------------------|----------------------|--------------------|----------------------|----------------------|--------------------|--------------------|--------------------|---------------------|
|                          |                              |                      |                    |                      | <i>Admin 1/22/04</i> |                    |                    |                    |                     |
|                          |                              |                      |                    |                      | OA                   | OM                 | RISK               | GC                 |                     |
| <i>K. Forsyth</i>        |                              |                      | <i>[Signature]</i> | <i>[Signature]</i>   | <i>[Signature]</i>   | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i>  |

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
 BY CO. ATTY.  
*1/20/04*  
 3:55 PM  
 CO. ATTY.  
 FORWARDED TO:  
*[Signature]*  
*1/20/04*

RECEIVED BY  
 COUNTY ADMIN:  
*1/20/04*  
 5 PM  
 COUNTY ADMIN  
 FORWARDED TO:  
*[Signature]*  
*1/20/04*  
*[Signature]*

This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway South Extension, No. 4043  
Parcel: 220/Montenayor  
STRAP No.: 25-47-25-B4-00201.0280

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 **NORMA L. MONTENAYOR**, a married person, whose address is 10381 W. Terry Street, Bonita Springs, Florida 34135, Owner, hereinafter referred to as SELLER, and **LEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, contingent upon compliance with the terms and conditions set forth in Paragraph VII of the Contract for Conditional Sale of Real Estate recorded in O.R. Book 3849, Page 3434, attached hereto as Exhibit "A", and subject to the terms and conditions set forth below, a parcel of land consisting of .186 acres more or less, and located at 11224 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 28, 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 Thirty-Seven Thousand Three Hundred Sixty-Five and No/100 (\$37,365.00), 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) Written authorization from Richard Garman and Karen Garman, pursuant to Paragraph VII of the Contract for Conditional Sale of Real Estate, recorded in O.R. Book 3849, Page 3434, of the Public Records of Lee County, Florida;
- (b) a statutory warranty deed from Richard Garman and Karen Garman and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (c) a statutory warranty deed or quitclaim deed from SELLER, as deemed necessary to properly convey title, and an affidavit regarding liens, possession, and

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

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

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

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

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

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

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

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

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

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and

reasonable attorneys' fees resulting from contamination and remediation of the property.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

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

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

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

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

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

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

WITNESSES:

Jesus B. Branal  
Signature of Witness

Jesus Branal  
Print Name of Witness

Maria Ochoa  
Signature of Witness

Maria Ochoa  
Print Name of Witness

SELLER:

Norma L. Montenayor 11-24-03  
NORMA L. MONTENAYOR (DATE)  
M. Ochoa

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

CHARLIE GREEN, CLERK

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: Montenayor
PARCEL NO.: 220

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for attorney and appraiser fees and costs, moving expenses, the manufactured home (Referenced Model 1961 NewMoon, ID Number 1301433), additions, improvements, carport(s), shed(s), fencing, landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning unit(s), hot water heater(s), ceiling fans, screen enclosure(s), windows, awnings, doors and floor covering, as of the date of the BUYER'S appraisal.

BUYER'S authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixture(s) by SELLER may cause a delay in closing and a reduction in the Purchase Price. All additional costs associated with any breach of this covenant will be paid by the SELLER. This covenant shall survive closing.

Upon the BUYER'S written acceptance of this Agreement, SELLER hereby gives permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if asbestos is present in the improvements or if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

SELLER:

Handwritten signature of Jesus Bernal over a horizontal line, with 'Signature of Witness' printed below.

Handwritten signature of Norma L. Montenayor over a horizontal line, with 'NORMA L. MONTENAYOR (DATE)' printed below.

Printed name 'Jesus Bernal' over a horizontal line, with 'Print Name of Witness' printed below.

Handwritten signature of Maria Ochoa over a horizontal line, with 'Signature of Witness' printed below.

Printed name 'Maria Ochoa' over a horizontal line, with 'Print Name of Witness' printed below.

BUYER:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_ (DATE)
DEPUTY CLERK

BY: \_\_\_\_\_ (DATE)
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)





Janito traila



INSTR # 5717230  
Official Records BK 03849 PG 3434  
RECORDED 02/19/2003 11:30:41 AM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 46.50  
DEED DOC 196.00  
INTANGIBLE 36.00  
DEPUTY CLERK L Parent

**Contract for Conditional Sale of Real Estate**

THIS AGREEMENT, made and entered into by and between the following parties,  
RICHARD GARMAN and KAREN GARMAN (hereinafter "Seller"), and

NORMA L. MONTENAYOR (hereinafter "Buyer"),

11086 Wagon Trl. Bonita Sp. FL. 34135 ✓

10000  
977  
4200  
19600  
3600  
3600

WITNESSETH:

Seller hereby agrees to and does sell to Buyer, and Buyer hereby agrees to and does purchase from Seller, the following described real estate in BONITA SPRINGS, FLORIDA, located in LEE County (hereinafter called "the Real Estate"), commonly known as 11224 WAGON TRAIL, LOT 28 LEITNER CENTER MANOR, and more particularly described as follows:

*HERE INSERT THE LEGAL DESCRIPTION. SEE EXHIBIT "A" ATTACHED HERETO.*

Subject to all highways, easements, mortgages, liens, encumbrances and agreements of record and all taxes and assessments.

UPON THE FOLLOWING COVENANTS, TERMS AND CONDITIONS:

**I - The Purchase Price and Manner of Payment**

**1. The Purchase Price.** As the purchase price for the Real Estate, Buyer agrees to pay to Seller and Seller agrees to accept from Buyer the sum of \$ 28,000 without relief from valuation or appraisal laws.

**2. The Manner of Payment.** The purchase price shall be paid in the following manner:

(a) The total sum of \$ 10,000 was paid by Buyer to Seller prior to or at the time of the execution and delivery of this instrument, and the receipt of such sum

I.D. 02-47-25-B4-00201  
02-80

is hereby acknowledged by Seller.

(b) The remaining balance of \$ 18,000 shall be paid by monthly installments beginning on the first day of APRIL in the year 2002 and continuing each month thereafter until the balance due from Buyer has been paid in full, including interest. Interest is set at 8.00% compounded yearly until paid in full or until Buyer has paid the balance due as is agreed between the parties and provided for in this contract under Article II, Prepayment of the Purchase Price.

(c) The term of the land contract and payments due thereunder shall be 48 months, starting on the first day of APRIL, 2002.

(d) A \$18,000 principal times 8.00% interest rate times a period of 48 months (4 years) equals interest in the amount of \$5,760.00.

(e) Taxes on the property (\$43.50 per month) are to be paid by Buyer and included in Buyer's monthly payments to Seller.

(f) On the first day of each month beginning APRIL 1<sup>st</sup>, 2002, for a period of 48 months, Buyer is to pay to Seller \$ 495.00 for installment payments on the balance and interest, plus the additional \$43.50 per month for taxes, making the total monthly payment due to the Seller from the Buyer \$ 538.50

(g) All payments due hereunder shall be made to RICHARD GARMAN at the address of 5225 S. 900 W. PLEASANT LAKE, INDIANA 46779 or at such other place as Seller shall designate in writing, including, if chosen by Buyer and Seller, any escrow account(s) at the bank of Seller's choice.

**II - Prepayment of the Purchase Price**

Buyer shall have the privilege of paying, at any time the full balance due and remaining under the terms of this agreement. Interest shall not accrue after the date on which Buyer makes any payment that constitutes full payment of the purchase price.

**III - Taxes, Assessments and Insurance**

1. Taxes. Taxes shall be pro-rated to the day of signing this contract. Buyer agrees to assume and pay those taxes levied upon the Real Estate beginning on the day this contract is signed and all installments of taxes due and payable thereafter. The taxes shall be paid by buyer to the Seller and are currently \$43.50 per month. This amount shall be added to Buyer's monthly installments due to the Seller. However, Buyer agrees that Buyer shall be responsible for any tax increases levied on the property during the term of the agreement.

2. Assessments. Buyer agrees to pay all assessments for municipal or other public improvements completed after the day this contract is signed by the Buyer.

260 475 506  
9

(260) 475 5069

**3. Insurance.** Buyer agrees to keep the improvements on said real estate insured under fire and extended coverage policies and to pay premiums on such insurance policies as they become due. Such insurance shall be carried in a company or companies approved by Seller and in an amount not less than the balance of the purchase price due hereunder. Such policy or policies shall be issued in the name of both Seller and Buyer, as their respective interests may appear, and shall be delivered to and retained by Buyer during the continuance of this agreement with copies thereof provided to Seller within a reasonable time after the request for copies is made by Seller.

**4.** If the Buyer fails to take out or pay for insurance provided for herein or to make any payment of taxes or assessments herein provided for Buyer to pay, the Seller may, without notice, pay the same when due and add such amount to the principal of this contract, and such amount shall bear interest from the date of payment at the rate and in the manner provided for other principal of this contract.

#### **IV - Possession**

Seller shall deliver to Buyer full and complete possession of the Real Estate herein on MARCH 17<sup>TH</sup>, 2002. Buyer's right of possession shall continue so long as Buyer complies with all the terms and conditions of this agreement and performs all the covenants made by Buyer in this agreement. All utilities, if any, shall be transferred to the Buyer as of the day this contract is fully executed, said utilities being prorated if necessary.

#### **V - Transfer of Title**

The Seller covenants and agrees with the Buyer that upon the payment of the money and interest at the time and in the manner heretofore specified, and the prompt and full performance by the Buyer of all the covenants and agreements herein made, that upon such occurrence the Seller will convey or cause to be conveyed to the Buyer, by Warranty Deed, the above described real estate subject to all taxes and special assessments and to all the other conditions herein provided.

#### **VI - Seller's Right to Mortgage the Real Estate**

Seller shall not have the right to obtain, without Buyer's consent, a loan secured by mortgage on the Real Estate, nor the right to renew any such mortgage loan. Seller agrees that the balance due in respect of any such mortgage loan shall never exceed the unpaid balance of the purchase price due hereunder. If Seller encumbers the Real Estate by a mortgage, Buyer shall have the right to make any omitted payment or payments and to deduct the amount thereof from the next payment or payments due under this contract. Seller agrees, further, that Seller will pay any such mortgage loan when due or at such time as Buyer pays in full the unpaid purchase price hereunder.

#### **VII - Assignment of Contract**

The Buyer may sell or assign this contract, the Buyer's interest therein, or the Buyer's

interest in the Real Estate, only with the written consent of the Seller.

**VIII - Use of the Real Estate by Buyers and Buyer's Responsibility for Injuries**

1. Use. The Real Estate may not be rented, leased, or occupied by persons other than the Buyer without the written consent of the Seller. Seller shall make all determinations as to acceptable tenants, deposit amounts, terms of rental agreements, evictions and improvements which need to be made. Buyer may not make alterations, changes or make additional improvements without the written consent of the Seller. Buyer shall use the Real Estate and the improvements thereon carefully, and shall keep the same in good repair at Buyer's expense. No clause in this contract shall be interpreted so as to create or allow any mechanics, labor, materialmen, or other creditors of the Buyer or of an assignee of the Buyer to obtain a lien or attachment against the Seller's interest herein. Buyer shall not commit waste on the Real Estate. The Buyer shall comply with all laws, ordinances, and regulations of the United States of America, the State of FLORIDA, the County of LEE, which relate or pertain to the property. In the event of the Buyer's breach of this covenant and a re-entry by Seller, the Buyer shall deliver the Real Estate and the improvements thereon to Seller in as good condition as they are now, ordinary wear and tear, acts of God and public authorities excepted.

2. Buyer's Responsibility for Accidents. As a part of the consideration hereof, Buyer assumes all risk and responsibility for accident or damage to person or property arising from the use of or in or about the Real Estate and the improvements thereon.

**IX - Seller's Remedies on Buyer's Default and Buyer's Remedies on Seller's Default**

1. Seller's Remedies. In case of failure of the Buyer to perform any of Buyer's covenants, this contract shall, at the option of the Seller, be forfeited and terminated and all payments theretofore made shall be retained by the Seller as rent for the use of said premises, and further, Seller shall have the right to re-enter and retake possession of the premises.

Before the Seller shall take any legal action to cancel this contract, Seller shall first serve upon the Buyer, either in person or by certified mail, as under Article X, General Agreements of Parties, written notice of the default complained of and the Buyer shall have thirty (30) days from the service of said notice to correct any such default.

2. Buyer's Remedies. If at any time prior to the payment of the entire balance due, payment being effectuated by receipt thereof, Seller should breach any of the covenants contained herein, or should otherwise cause or encourage a cloud upon the title of the property which is the subject of this contract, Buyer shall be entitled to the following, at Buyer's option: Rescission of this contract or specific performance. Buyer must exercise this option within ninety (90) days of discovery of the breach or the clouding of title, else this remedy is waived. Waiver in one instance shall not be deemed as waiver of any other instance.

Before the Buyer shall take any legal action to cancel this contract, Buyer shall first serve upon the Seller, either in person or by certified mail, as under Article X, General Agreements of Parties, written notice of the default complained of and the Seller shall have forty-five (45) days

from the service of said notice to correct any such default.

**X - General Agreements of the Parties**

**Time Shall Be of the Essence of This Agreement.** Any notices to be given hereunder shall be deemed sufficiently given when served on the person to be notified by personal delivery, by the receipt of certified mail or upon service by Sheriff.

All covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors, trustees and assigns of the parties.

When applicable, the singular shall apply to the plural and the masculine to the feminine or the neuter.

Buyer agrees to record this document and all other forms required to be filed or recorded in the Recorder's Office of the county where the real estate is located and to pay all recording fees and other associated fees necessary to record the Land Contract and/or any other documents necessary to complete this transaction.

Seller agrees to pay all delinquent taxes, plus penalties, interest and costs, which are now due and owing, if any.

This Agreement is to be governed by the laws of the State of Indiana. Any provision herein which is null, void or voidable under Indiana law shall not nullify or void any other provision herein.

**XI - Additional Covenants**  
(each must be initialed and dated by all parties hereto)

In WITNESS WHEREOF, the Seller and Buyer have examined and executed this

instrument in duplicate on this, the 22nd day of February, 2002.

BUYER(S):

*Norma L. Montemayor*  
NORMA L. MONTEMAYOR

SELLER(S):

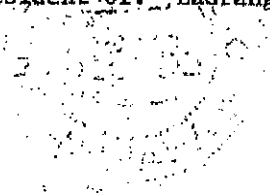
*Richard Garman*  
RICHARD GARMAN

*Karen Garman*  
KAREN GARMAN

MAIL TO: Richard Garman, 5225 S. 900 W., Pleasant Lake, Indiana 46779

Prepared by: Jeffery J. Stephens, Attorney No. 21111-57  
401 Kerr Island  
Rome City, Indiana 46784  
Phone: (260) 854-9095

Notary: *Natalie S. Ritchie*  
Natalie S. Ritchie  
My Commission Expires: 12/13/2008  
Resident of: LaGrange County, Indiana



*Norma L. Montemayor*  
*ID produced FL DL# M53563264-7830*  
*before me this 28th day of February 2002.*



*[Handwritten signature]*

Page 6 of 6



## D E E D R E S T R I C T I O N S

for

LEITNER CREEK MANOR  
MOBILE HOME SUBDIVISION  
Bonita Springs, Florida

All lots in Leitner Creek Manor shall be subject to the following covenants, agreements and reservations. These are of record and are a part of each Agreement for Deed, Contract for Deed, or Warranty Deed. All owners, present or future, must abide by them, and so agrees by signing or accepting said articles of conveyance.

1. Lots in LEITNER CREEK MANOR shall be for residential purposes only, and are restricted to one modern mobile home, constructed by a recognized mobile home manufacturer, per lot.
2. No farm or domesticated animals permitted, except household pets. Such pets must be confined to property of their respective owner, unless on leash, or in custody of owner.
3. No mobile home, building or accessory, fence, wall or other structure shall be placed, erected or maintained, nor shall any addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, material, floor plans and location of same shall have been submitted to and approved in writing by the grantors, or its duly authorized agent.
4. No outdoor storage of any kind will be permitted on any lot, excepting in properly constructed storage units, carports, or porches. Under trailer storage permitted if neatly and properly screened from view. All trailers must be equipped with skirting or solar screen within one year of occupancy.
5. Junk, discarded materials, junk or non-operatable vehicles of any nature will not be permitted.
6. All exterior appliances, containers and/or equipment used in supplying fuel, gas, water, softener, and the like; or in the disposing of refuse shall be so situated that the same shall not detract from the value of adjoining property.
7. Travel trailers shall be parked on rear of lot, or on a designated parking space located in the area.
8. All septic tanks to be located at the rear of the lot; all wells to the front of the lot.
9. Lots may not be subdivided.
10. All lots subject to a 2' utility easement on each side.  
All lots in Block I subject to a 10' utility easement across rear of the lot.  
All lots in Blocks 2, 3, 4, 5, and 6 subject to a 5' utility easement across the rear of the lot.
11. Any digression from any of above covenants, etc., will not be permitted except by approval of operators of LEITNER CREEK MANOR or their appointed agent.
12. Owners will connect to public water and sewer systems when they are available.



CINDY

and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Lee State of Florida to wit:

Lot 28, Block 1, of LEITNER CREEK MANOR-EXTENSION, an unrecorded subdivision, as shown in Official Record Book 773, pages 856 thru 858, inclusive, in the public records of Lee County, Florida.

TOGETHER with a 1961 NewMoon mobile home, ID # 1301433 located thereon.

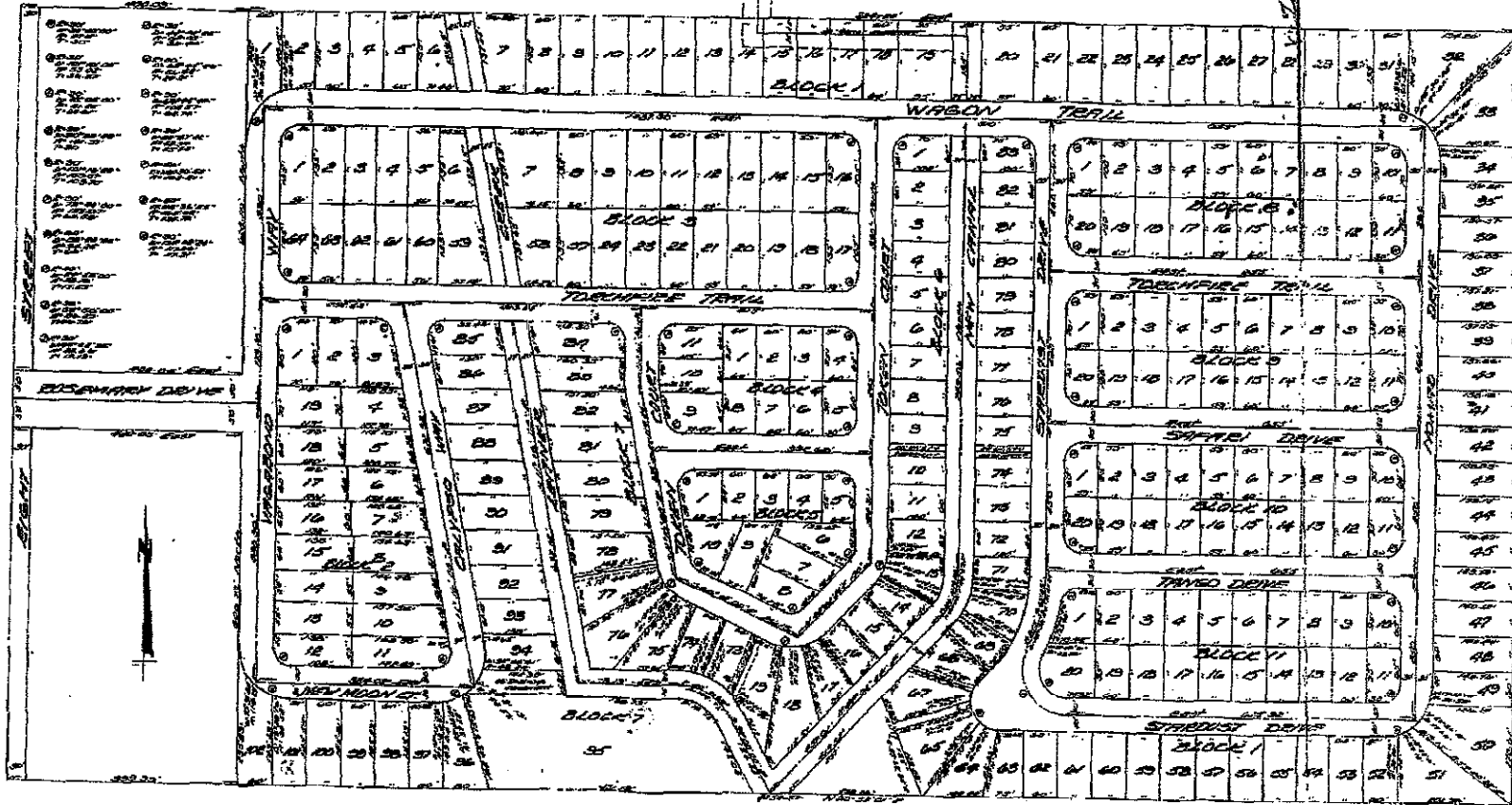
Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 1998.

LEE COUNTY, FL  
1999 MAY 24 AM 11:20

ATT A  
East Homeholder (260) 467-2086

# LEITNER CREEK MANOR

A MOBILE HOME SUBDIVISION



192 of 344 of 20.20.1925

**FINLEY, INC.**  
 1000 W. 10th St.  
 Tulsa, Oklahoma 74103  
 Phone: 336-1111

Exhibit "A"

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-53

**Property Description**  
 Property Address: 11224 Wagon Trail Parcel 220\*\* City: Bonita Springs State: FL Zip Code: 34135-5343  
 Legal Description: Lot 28, Leitner Creek Manor Unit 2, Blk 1, PB 30, PG 80 County: Lee  
 Assessor's Parcel No.: 25-47-25-B4-00201.0280 Tax Year: 2002 R.E. Taxes: \$533.48 Special Assessments: \$197/Yr

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

**NEIGHBORHOOD**  
 Location:  Urban  Suburban  Rural  25-75%  Under 25% Predominant occupancy:  Owner  Tenant  Vacant (0-5%)  Vac. (over 5%)  
 Built up:  Over 75%  25-75%  Under 25% Single family housing PRICE (\$100): 35 Low New AGE (yrs): 28 Present land use %: One family 100 Land use change:  Not likely  Likely  
 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: The market area is bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), E. Terry Street (S). Maturely developed with predominately single family and manufactured homes.  
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):  
 There were no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of average-good quality homes that are adequately maintained and that have average-good appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Stable to increasing employment and property values are prevalent.  
 Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):  
 No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Supply & demand are in balance, with typical marketing time 4-6 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.

**PUD**  
 Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)?  Yes  No  N/A  
 Approximate total number of units in the subject project: N/A Approximate total number of units for sale in the subject project: N/A  
 Describe common elements and recreational facilities: N/A

**SITE**  
 Dimensions: 60' x 135' per County Records Topography: Level  
 Site area: 8,100 Corner Lot:  Yes  No Size: Larger than Typical  
 Specific zoning classification and description: MH-1, Mobile Home Conservation Shape: Rectangular  
 Zoning compliance:  Legal  Legal nonconforming (Grandfathered use)  Illegal  No zoning Drainage: Appears Adequate  
 Highest & best use as improved:  Present use  Other use (explain) View: Residential  
 Utilities: Public Other Off-site Improvements Type Public Private Landscaping: Typical  
 Electricity:  Street Asphalt paved   Driveway Surface: Grass/Gravel  
 Gas:  Curb/gutter: None   Apparent easements: Standard Utility  
 Water:  Sidewalk: None   FEMA Special Flood Hazard Area:  Yes  No  
 Sanitary sewer:  Street lights: Pole lights   FEMA Zone: X Map Date: 7/20/1998  
 Storm sewer:  Alley: None   FEMA Map No.: 1206800510D  
 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/landscaping/sod \$1,800, impact fee \$2,800, water/sewer \$4,000.

**DESCRIPTION OF IMPROVEMENTS**  

| GENERAL DESCRIPTION            | EXTERIOR DESCRIPTION          | FOUNDATION       | BASEMENT           | INSULATION  |
|--------------------------------|-------------------------------|------------------|--------------------|---|
| No. of Units: One              | Foundation: Concrete Piers    | Slab: None       | Area Sq. Ft.: None | Roof: <input type="checkbox"/>                      |
| No. of Stories: One            | Exterior Walls: Metal         | Crawl Space: Yes | % Finished: N/A    | Ceiling: *Adeq. <input checked="" type="checkbox"/> |
| Type (Det./Att.): Detached     | Roof Surface: Metal           | Basement: None   | Ceiling: N/A       | Walls: *Adeq. <input checked="" type="checkbox"/>   |
| Design (Style): Singlewide     | Gutters & Dwnspnts.: Aluminum | Sump Pump: None  | Walls: N/A         | Floor: <input type="checkbox"/>                     |
| Existing/Proposed: Existing    | Window Type: Alum. SH         | Dampness: N/A    | Floor: N/A         | None: <input type="checkbox"/>                      |
| Age (Yrs.): 42/1961            | Storm/Screens: No/Yes         | Settlement: N/A  | Outside Entry: N/A | Unknown: <input type="checkbox"/>                   |
| Effective Age (Yrs.): 17 years | Manufactured House: YES       | Intestation: N/A |                    | *Assumed Adeq.                                      |

| ROOMS    | Foyer | Living | Dining | Kitchen | Den | Family Rm. | Rec. Rm. | Bedrooms | # Baths | Laundry | Other | Area Sq. Ft. |
|----------|-------|--------|--------|---------|-----|------------|----------|----------|---------|---------|-------|--------------|
| Basement |       |        |        |         |     |            |          |          |         |         |       | None         |
| Level 1  | Area  | 1      | Area   | 1       |     |            |          | 1        | 1       |         |       | 410          |
| Level 2  |       |        |        |         |     |            |          |          |         |         |       |              |

Finished area above grade contains: 3 Rooms; 1 Bedroom(s); 1 Bath(s); 410 Square Feet of Gross Living Area

| INTERIOR                       | Materials/Condition | HEATING                                | KITCHEN EQUIP.                                  | ATTIC                                     | AMENITIES                                  | CAR STORAGE      |
|--------------------------------|---------------------|--|---|---|--|------------------|
| Floors                         | Carpet/Vinyl        | Type: None                             | Refrigerator: <input type="checkbox"/>          | None: <input checked="" type="checkbox"/> | Fireplace(s) # 0: <input type="checkbox"/> | 2 Carpet         |
| Walls                          | MH/Panelling        | Fuel: N/A                              | Range/Oven: <input checked="" type="checkbox"/> | Stairs: <input type="checkbox"/>          | Patio: <input type="checkbox"/>            | Garage # of cars |
| Trim/Finish                    | MH/Typical          | Condition: N/A                         | Disposal: <input type="checkbox"/>              | Drop Stair: <input type="checkbox"/>      | Deck: <input type="checkbox"/>             | Attached         |
| Bath Floor                     | Vinyl/Carpet        | COOLING: Adeq.                         | Dishwasher: <input type="checkbox"/>            | Scuttle: <input type="checkbox"/>         | Porch: <input type="checkbox"/>            | Detached         |
| Bath Wainscot                  | Marlite             | Central: No                            | Fan/Hood: <input checked="" type="checkbox"/>   | Floor: <input type="checkbox"/>           | Fence: <input type="checkbox"/>            | Built-In         |
| Doors                          | MH Wood             | Other: Wall Units                      | Microwave: <input type="checkbox"/>             | Heated: <input type="checkbox"/>          | Pool: <input type="checkbox"/>             | Carport 2 Cars   |
| All in above average condition | Condition Avg.      | Washer/Dryer: <input type="checkbox"/> | Finished: <input type="checkbox"/>              | Shed/80sf: <input type="checkbox"/>       | Driveway: 2 Cars                           |                  |

Additional features (special energy efficient items, etc.): Metal siding, vinyl kitchen & bath floors, mica cabinets/counters, two wall unit air conditioners, no heat, and a 80sf shed.

**COMMENTS**  
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of average quality, and have been maintained in above average condition relative to actual age. Due to the subject's average manufactured home quality, physical depreciation is based on a total economic life of the typical 35 years.  
 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

File No. 02-78-53

Valuation Section

Table with columns for COST APPROACH and VALUATION. Rows include ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, and INDICATED VALUE BY COST APPROACH.

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.

Table with columns for SALES COMPARISON ANALYSIS. Rows include ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes detailed data on sales price, adjustments, and net adjusted total.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sale #2 recorded over 6 months prior to the appraisal date is among the most recent of adequately priced singlewide manufactured homes in Leitner Creek Manor and is a valid indication of value for the subject. Net/gross/line item adjustments exceeded recommended parameters for in some instances due primarily to the subject's less than typical livable area for a singlewide manufactured home. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.

Table with columns for SALES COMPARISON ANALYSIS. Rows include ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes data on date, price, and source for prior sales.

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.

Table with columns for INDICATED VALUE BY SALES COMPARISON APPROACH and INDICATED VALUE BY INCOME APPROACH. Includes rows for Estimated Market Rent and Gross Rent Multiplier.

This appraisal is made [X] 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.

Table with columns for RECONCILIATION. Rows include Final Reconciliation, Purpose of this appraisal, and Appraiser/Supervisory Appraiser information.





RECEIVED  
JAN 20 2004  
COUNTY LANDS

VIA FACSIMILE (239) 479-8391

City of  
Bonita Springs

9220 BONITA BEACH ROAD  
SUITE 111  
BONITA SPRINGS, FL 34135  
TEL: (239) 390-1000  
FAX: (239) 390-1004  
www.cityofbonitasprings.org

**Paul D. Pass**  
Mayor

**Wayne P. Edsall**  
Councilman  
District One

**Jay Arend**  
Councilman  
District Two

**R. Robert Wagner**  
Councilman  
District Three

**John C. Warfield**  
Councilman  
District Four

**David T. Piper, Jr.**  
Councilman  
District Five

**Ben L. Nelson, Jr.**  
Councilman  
District Six

~

**Gary A. Price**  
City Manager

**Audrey E. Vance**  
City Attorney

January 20, 2004

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

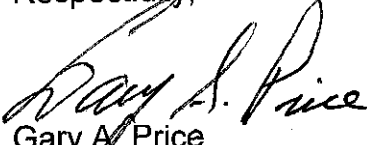
RE: Purchase Agreement – Three Oaks Parkway Extension  
Project No. 4043  
Parcel 220, Montemayor

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-1183306  
**Effective Date:** August 30, 2003 at 11:00 P.M.

**Fund File Number** 18-2003-4562  
**Agent's File Reference:** 03-1250

**1. Policy or Policies to be issued:**

**Proposed Amount of Insurance**

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

To Be Determined

**Proposed Insured:**

Lee County, a political subdivision of the State of Florida

**MORTGAGEE:**

**Proposed Insured:**

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

Richard Garman and Karen Garman

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

Lot 28, Block 1, LEITNER CREEK MANOR, Unit 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida.

Also being described as:

Lot 28, Block 1, LEITNER CREEK MANOR-EXTENSION, an unrecorded subdivision, as shown in O. R. Book 773, Pages 856 thru 858, in the Public Records of Lee County, Florida

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

**MAILING ADDRESS:**

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

**AGENT'S SIGNATURE**

  
John D. Spear, P.A.

# FUND COMMITMENT

## Schedule B

**Commitment No.:** CF-1183306

**Fund File Number** 18-2003-4562

**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 Richard Garman and Karen Garman to the proposed insured purchaser(s).**
3. **A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.**
4. **Quit Claim Deed from Norma L. Montenayor, the purchaser under the Agreement for Deed recorded in O.R. Book 3849, Page 3434, Public Records of Lee County, Florida, to the proposed insured purchaser containing sufficient factual recitations to establish that the subject property is not the homestead of the grantor, or a recitation that she is unmarried. Alternatively, the spouse of Norma L. Montenayor must join in the execution of the Quit Claim Deed.**
5. **Satisfactory evidence must be furnished establishing that Manna Christian Missions, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of Florida (at date of purchase and at the present time or at date of purchase and at date of sale). If there is no governmental agency in charge of corporate records from which a certificate of good standing can be obtained, then an attorney or notary public in the state or country of origin, who has examined the appropriate corporate records, can provide the certificate.**

**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).**



# FUND COMMITMENT

## Schedule B

**Commitment No.:** CF-1183306

**Fund File Number** 18-2003-4562

3. ***Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:***
  - (a) ***Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and***
  - (b) ***Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)***
4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Leitner Creek Manor, Unit 2, as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida.
5. Covenants, conditions and restrictions recorded February 3, 1970, in O.R. Book 575, Page 808 and Assignment of Developers Rights as to Restrictions recorded in O. R. Book 2603, Page 3024, Public Records of Lee County, Florida.
6. Easement in favor of Bonita Springs Water Systems, Inc., contained in instrument recorded June 26, 1972, in O.R. Book 826, Page 697, Public Records of Lee County, Florida.
7. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
8. Subject to all assessments levied by the Homeowner Association.
9. All terms and conditions of the contract for deed recorded February 19, 2003 under O. R. Book 3849, Page 3434; rejection of the insured contract for deed pursuant to any provision of the Bankruptcy Code; outstanding legal and equitable interests and federal tax liens now or hereafter attaching of which no notice has been filed among the Public Records of Lee County, Florida, as of the effective date hereof.
10. Covenants, conditions and restrictions contained in instrument recorded February 19, 2003, in O. R. Book 3849, Page 3434, Public Records of Lee County, Florida.
11. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.

# FUND COMMITMENT

## Schedule B

**Commitment No.:** CF-1183306

**Fund File Number** 18-2003-4562

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

# 5-Year Sales History

Parcel No. 220

Three Oaks Parkway South Extension  
Project No. 4043

| Grantor                         | Grantee                     | Price       | Date    | Arms Length<br>Y/N |
|---------------------------------|-----------------------------|-------------|---------|--------------------|
| Richard and Karen<br>Garman     | Norma L. Montemayor         | \$28,000.00 | 2/22/02 | Y*                 |
| Willard C. and<br>Helen L. Rose | Richard and Karen<br>Garman | \$19,000.00 | 3/22/99 | Y                  |

\*Contract for Conditional Sale of Real Estate