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7. <u>BACKGRO</u> Negotiated for:	<u>UND</u> : Department of Tr	ansportation						
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Property Details Owner: Address: STRAP No.:	EMC Mortgage 10880 Strike La 14-47-25-B2-00	ne, Bonita Spr		oration		·		
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	arlson, Norris & A			om residenc	ce followir	ng appra	isal of the property).	
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8. <u>MANAGE</u>	MENT RECOM	IENDATIONS	<u>5:</u>					
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Lee County County Lands Division Project: Three Oaks Parkway Extension, No.4043 Parcel: 300/EMC Mortgage STRAP No.: 14-47-25-B2-0020H.8610

mere prepasor of

### 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 EMC Modelgage Corp., a Delaware corporation, hereinafter referred to as STATER, whose address is 909 Hidden Ridge Drive, Suite 200, Irving Taxas 75038, 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 see and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land located at 10880 Strike Lane. The Springs, Florida 34135 and more particularly described as the set 39 feet of Tract 860 and all of Tract H861, SAN CARLOS see 2055, according to the plat thereof, as recorded in Official Receiver and 557, Pages 354 and 355, in the Public Records of Lee 2007, Florida, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, here 2007

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase paice ("Purchase Price") will be One Hundred Eleven Thousand Five fordred and No/100 (\$111,500.00), payable at closing by County Warrant. Page 2 of 5

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, restrictions and easements common to the area, and the other matters reflected in Exhibit "A" attached hereto.

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 December 10, 2003, the date of the BUYER'S last inspection, and the date of closing, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property or may cancel this Agreement without further obligation.

## 5. SELLER'S INSTRUMENTS AND EXPENSES:

SELLER will provide:

 (a) A special warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;

SELLER will pay for:

- (a) documentary stamps on deed;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER's attorney fees and costs, if any.
- 6. BUYER'S INSTRUMENTS AND EXPENSES: BUYER will pay for:
  - (a) Recording fee for deed;

## Page 3 of 5

- (b) survey, (if desired by BUYER);
- (c) any appraisal ordered by and for the benefit of the 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. If SELLER fails to make corrections within 30 days after notice, BUYER may elect to accept the Property in its existing condition, or may terminate this Agreement without further 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 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 or BUYER may terminate this Agreement without further obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: SELLER has not been informed of any 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. The SELLER also warrants that SELLER has not received 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 specifically set forth herein, as to actual knowledge of environmental inquiries, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

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

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before forty-five (45) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER

Page 5 of 5

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:

SELI	LER:			
EMC	MORTAGE	CORP.,	A DELAN	NARE
CORI	PORATION			
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		(. 3 Ket)		(DATE)
	Sherr	ie Matl Mortgage Co	moration	

(Princ Mane and Title)

CHARLIE GREEN, CLERK

BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_\_ DEPUTY CLERK BY:

(DATE)

CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

COUNTY ATTORNEY

(DATE)

- **1**. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system, supplying the lands described herein.
- Judgment creating and incorporating a Drainage District recorded in O.R. Book 521, Page 120, Public Records of Lee County, Florida.
- 3. Matters as shown on the plat of San Carlos Estates recorded in O.R. Buok 557, Page 354, Public Records of Lee County, Florida.
- 🛠 Dedication of Easement recorded in O.R. Book 535, Page 826, Public Records of Lee County, Florida.
- Easement in favor of Florida Power & Light Company, contained in instrument recorded in O.R. Book 1307, Page 36, Public Records of Lee County, Florida.
- 6. Oil, gas, minoral, or other reservations a set forth in deed by Deed recorded in O.R. Book 1097, Page 95, Public Records of Lee County, Florida. No determination has been made as to the current records owner of the inferest excepted herein.
  - Easement in favor of Bonita Springs Utilities, Inc., contained in instrument recorded in O.R. Book 3076, Page 2316, Public Records of Lee County, Florida.

Exhibit A

Form C. SCH B-II

(rev. 5/94) DoubleTime®



REO #

#### EMC ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

#### SECTION I

IN THE EVENT ANY PROVISIONS OF THIS ADDENDUM CONFLICT IN WHOLE OR IN PART WITH THE TERMS OF THE Agreement for Purchase and Sale of Real Estate OR ANY PRIOR ADDENDUM OR AMENDMENT THERETO (COLLECTIVELY, THE "CONTRACT"), THE PROVISIONS OF THE Agreement for Purchase and Sale of Real Estate SHALL CONTROL.

1. Title to the property shall be conveyed by Special Warranty Deed, or equivalent documents accepted where the Property is located.

#### 2. CORPORATE DISCLOSURES

Seller acquired the Property either as a result of a foreclosure action, result of a like or similar action, i.e. deed in lieu or as part of a purchase from a prior servicer and that the total price set forth in the contract may reflect deferred maintenance. Accordingly, Seller has not conducted their own inspections or has any personal knowledge of the condition of the property other than as may be disclosed in the Inspection Report (as hereinafter defined), if any, that has been prepared for the Property. Purchaser acknowledges that there has been no representation(s) by Seller, or any other person acting as Seller's representative and/or Purchaser's representative regarding the condition of the Property, any of the appliances or structural components that may be contained therein, its fitness for general or specific use, or any other matter affecting the Property. If an inspection Report may be provided to Purchaser for Purchaser's information only and shall not be deemed a part of the Contract of Sale. If the Inspection Report has been provided to Purchaser, no representation or warranty is made as to the accuracy and completeness of such report.

Neither Seller nor any person acting as Seller's representative has occupied the Property and neither warrants or represents that the Property or any alterations or additions which may have been made to the Property conform to local building codes, zoning requirements or any other applicable laws, rules or regulations.

Purchaser acknowledges that Purchaser has the opportunity to inspect, examine and make a complete review of the Property prior to the close of escrow of the Contract. Purchaser will rely solely on Purchaser's inspection and review to evaluate the condition of the Property.

Purchaser hereby acknowledges that Seller shall not be providing Purchaser with a Real Estate Transfer Disclosure Statement and/or a Certificate of Occupancy with respect to the Property. Purchaser hereby walves any requirement that Seller furnish Purchaser with any such disclosure statement and/or a Certificate of Occupancy and hereby releases Seller from any and all liability resulting from the nondellvery of such disclosure statement and /or a Certificate of Occupancy.

Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals on the appliances, structural components, and alterations or additions to the Property and to determine the presence of any toxic or hazardous substances on the Property, including, but not limited to, mold, radon, asbestos and lead paint, that would make it uninhabitable or dangerous to the health of the occupants or otherwise not in compliance with law, or any other factors regarding the condition of the Property about which Purchaser may be concerned.

PURCHASER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT NEITHER SELLER NOR ANY PERSON ACTING AS SELLER'S REPRESENTATIVE IS MAKING ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY. THE PROPERTY IS BEING CONVEYED TO PURCHASERS IN ITS "AS IS, WHERE IS" CONDITION. IT IS THE RIGHT AND RESPONSIBILITY OF THE PURCHASER TO INSPECT THE PROPERTY AND PURCHASER MUST SATISFY HIMSELF/HERSELF AS TO THE CONDITION OF THE PROPERTY.

Mold, mildew spores and/or other microscopic organisms and/or allergens (collectively referred to in this Agreement as "Mold") are environmental conditions that are common in residential properties and may affect the Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Property. The Purchaser acknowledges that, if Seller, or any of Seller's employees, contractors, or agents cleaned or repaired the Property or remediated Mold contamination, that Seller does not in any way warrant the cleaning,

Buyer's Initials

Seller's Initials

Page 1 of 4

repairs or remediation. Purchaser accepts full responsibility for all hazards that may result from the presence of Mold in or around the Property. The Purchaser is satisfied with the condition of the Property notwithstanding the past or present existence of Mold in or around the Property and Purchaser has not in any way, relied upon any representations of Seller, Seller's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the property.

- 3. In states where applicable, Purchaser acknowledges that <u>time is of the essence</u> regarding the closing of this Contract. Should Purchaser, through no fault of Seller, fail to close upon the Property on or before the closing date stated in the Contract for any reason whatsoever, the Seller can agree to extend the Contract. Purchaser shall then pay to Seller \$\_.00\_\_\_\_\_ per day for each day beyond said closing date for which the Purchaser requests and Seller agrees. Any monies so paid must be paid no later than the original closing date and shall be paid to Seller as non-refundable earnest money. These monies shall be paid in addition to the purchase price and may not be credited in any way to the original amounts due to Seller.
- 4. This Section 4 shall be in effect and incorporated into the Contract only when initialed by both Purchaser and Seller:

Purchaser's Initials: (\_\_\_\_\_)/(\_\_\_\_)

Seller's Initials: (\_\_\_\_\_)/(\_\_\_\_)

If the Contract of Sale is "Subject to Financing", then Purchaser may obtain financing from the lender of Purchaser's choice. However, within seventy-two (72) hours of the execution of the Contract of Sale, Purchaser agrees either to apply for financing with

(name, address and phone number of lender designated by Seller), or to provide evidence to Seller that a lender has pre-approved Purchaser for financing. Purchaser shall pay for and instruct the lender to which such mortgage application is made to order an appraisal immediately upon submission by Purchaser of an application for a mortgage loan.

- 5. Seller's responsibility for any repairs required by Purchaser as a result of an inspection by Purchaser, lender or required as a condition set forth in the FHA/VA commitment shall not exceed \$\_\_.00\_\_\_\_\_(the "Repair Limit Amount", inclusive of termite repairs). If the cost for any such repairs exceeds the Repair Limit Amount then either (i) Purchaser shall be responsible at its sole cost and expense for any amounts exceeding the Repair Limit Amount and the Contract shall remain in full force and effect without any abatement in the purchase price or, (ii) Seller shall have the right to cancel the Contract and return all earnest monies paid by Purchaser, to Purchaser with no further obligation by Seller. Seller authorizes Purchaser, at Purchaser's sole cost and expense, to make a complete inspection of the Property within seven (7) days from the date of this Addendum. If Seller is required to make any repairs, replacements, or treatments to the Property purchaser has notified Seller of, in writing, within ten (10) days from the date of this Addendum, which do not exceed the Repair Limit Amount and to which Seller has agreed.
- 6. Purchaser agrees to indemnify Seller and Seller's representatives and fully protect, defend and hold Seller and Seller's representatives harmless from and against any and all claims, liens, losses, damages, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller or the Property for any liens on the Property, any damage to the Property or any injury to Purchaser or other persons that may arise from repairs, replacements or treatments made by or for the benefit of Purchaser prior to closing, and any failure of Purchaser to comply with the provisions of paragraph 9 hereof.
- 7. The Purchaser shall not assign its rights under any part of the Contract without Seller's prior written consent.
- 8. Purchaser is responsible for the installation of new locks on the Property immediately after the closing, and purchaser shall hold Seller and Seller's representatives harmless from and indemnify Seller and Seller's representatives against any and all damages, claims, liens, losses, liabilities, costs, injuries, attorneys fees and expenses of every kind and nature that may be made against Seller as a result of Purchaser's failure to install new locks on the Property.
- 9. The final acceptance of the Contract and the effectiveness thereof is subject to the Board of County Commissioners approval, which will be provided when Chairman's signature is affixed hereon and a fully executed counterpart of the Contract has been delivered to Seller.
- 10. If for any reason, Seller is unable to deliver insurable title to Purchaser or is unable to cure any defects of title at the close of escrow and the close of escrow is not extended as set forth elsewhere, then Purchaser's SOLE AND EXCLUSIVE REMEDY shall be to receive a return of Purchaser's deposit and elect to terminate this Contract of Sale.
- 11. <u>Personal Property</u>. Seller is not hereby conveying any personal property other than as provided in the Contract of Sale and makes no representations or warranties regarding same. Any items of personal property remaining after the sale of the property are deemed to add no value to the transaction and are not a part of the actual transaction, and are given to Purchaser in AS IS condition with no seller

Buyer's Initials

Seller's Initials

representation or warranty regarding condition or ownership. No bill of sale will be provided for such items.

- 12. Purchaser and Seller agree that Purchaser shall select the title company for this transaction, unless state law or industry practices mandate otherwise.
- 13. It is agreed by Purchaser and Seller that if unforseen judgments, liens or assessments result in negative sales proceeds to the Seller, the Seller reserves the right to cancel the contract and return any deposit monies to the Purchaser.

14.

By initialing this clause Purchaser acknowledges receipt of the EMC Mortgage Corporation Waiver and Release Regarding property Condition. This is a required document and must be fully executed at time of closing.

#### **15. OTHER PROVISIONS:**

#### SECTION II

#### If Applicable Language (Built Prior to 1978)

#### DISCLOSURE AND ACKNOWLEDGEMENT OF LEAD-BASED PAINT BEFORE SALE

#### Part I: Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also presents a risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Part II: Seller's Certification

Seller certifies to have disclosed to Purchaser and Purchaser's agent all information known to the Seller regarding the presence of lead-based paint and lead-based paint hazards within this target housing (Seller to initial box and insert date).

- Seller provided Purchaser with lead-hazard reports based on lead-(a) On based paint inspections, assessments, or abatement conducted on the following dates:
- (b) On Seller provided Purchaser with the following information on lead-based paint hazards in common areas:
- Seller certified that no additional information is known about this (c) On target housing. (Note: By selecting (d), Seller doesn't avoid liability for lead-based paint / leadbased paint hazards known to Seller that are not noted under (a), (b), or (c).
  - (d) On Seller provided Purchaser with the lead-hazard information pamphlet Lead-Based Paint: Protect Your Family.

Seller is aware that Federal laws require Seller to permit Purchaser a 10 calendar day period to conduct a risk assessment or inspection for the presence of lead-based paint hazards before becoming obligated under a contract to purchase target housing (unless mutually agreed otherwise in writing). That opportunity will be provided within the 10 calendar day period immediately following final Seller's signature and acceptance of this Sales Agreement.

Part III: Agent's Certification

Seller's agent certifies to have informed the Seller of his/her obligation to disclose to Purchaser and Purchaser's agent all information known to Seller regarding the presence of lead-based paint and lead-based paint hazards within this target housing and that all information known to Seller's agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing has been disclosed to

Buyer's Initials

Seller's Initials

Purchaser. Seller's agent further certifies that Purchaser received the lead hazard information pamphlet *Lead-Based Paint: Protect Your Family* and that Purchaser has or will be given a 10 calendar day period (unless otherwise agreed in writing) to conduct a risk assessment or inspection for the presence of lead-based paint before becoming obligated under the Contract of Sale to purchase the target housing.

Seller's	s (Listing) Agent	Purcha	ser's (Selling) Agent
By:		By:	
Date:		Date:	

Part IV: Purchaser's Acknowledgment

I acknowledge that I have read and understood the attached lead warning statement in Part I of this form and received all information noted in Part II of this form, including the lead hazard information pamphlet *Lead-Based Paint: Protect Your Family*. I further acknowledge that, pursuant to 42 U.S.C. ?4852(d) and its implementing regulations, the attached Contract of Sale entitles me to 10 calendar days to conduct a risk assessment or inspection for the presence of lead-based paint hazards before becoming obligated under a contract to purchase this target housing, unless mutually agreed otherwise, in writing.

Buyer's Initials	Buyer's Initials
Buyer's Signature:	
Date:	and the stagge Comporation
Buyer's Signature:	REO Markering Specialist
Date:	
SECTION	ш
COMMISSION	N STATEMENT
Listing Agent	Tax ID #
Company Name	Telephone
Commission \$	Percentage%
Selling Agent	Tax ID#
Company Name	Telephone
Address	
Commission \$	Percentage %

Buyer's Initials

Seller's Initial

Page 4 of 4

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CABLSON.	NORRIS AND	ASSOCIATES.	INC.	(239) 936-	~~~

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	primation for P	'UDs (if applic	cable} Is th	ie developer/bu		ol of the Home	Owners' Assoc	lation (H	0A)?		Yes _	No N/A
Approximation of the second se	e lotal numpe	er of units in ta anti- and mate	he subject pro	Diect VI(V	<u>_N/A</u>	······ /	ipproximate tota	si number	of units for sale	in the subject	t project	<u>N/A</u>
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	41,720 S.					Carpor	ot 🛛 Yes	No	Topography Size	Lev		
	ning classifica			AG-2 Agric	utural/Res				Shape		aller than Ty marily Recta	
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	est use as impr		Present use		se (explain)	,			View		sidential	14410
Utilities	Public	Ot	ther	Off-site Impro		Туре	Public	Privat			erage	
171. · · · ·	N 2			<b>.</b>	Name			1.11606	e ji Lanuscaping		aye	
Electricity	⊠.			Street	Marl				e   Landscaping   Driveway Su		ncrete	
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[ *Adeq. [ med Adeq. ] Area Sq Area Sq E: 1 Garage ZE: 1 Garage
Gas Water Sanitary sey Storm sew Comments Condition \$7,500, d GENERAL DI No. of Units No. of Storf Type (Det// Design (Sty Existing/Pro Age (Yrs.) Effective Ag ROOMS Basement Level 1 Level 2 Finished are Fiors Wails Trim/Finish Bath Floor Bath Floor Bath Valnso	Wer (apparent adv ar (apparent adv s observed red s observed red s observed red s observed red s observed red s observed red s observed red a above grad Mate Carpet Colonia Tite/Av cot Moldec	erse easemer i; no site s 0, Impact f 10 10 10 10 10 10 10 10 10 10	nts, encroach urvey prov ee \$2,700, Exterior Wal Foundation Exterior Wal Roof Surfac Gutters & Di Window Typ Storm/Scree Manufacture Dining Area Area Fuel Cond Cool	Curb/gutter Sidowalk Street lights Alley ments, special jided. The s water utilitit scRIPTION <u>Conc</u> ils <u>Fran</u> e <u>Com</u> winspts. Alun ans <u>No/Y</u> d House <u>No</u> <u>Kitchen</u> <u>6 Rooms;</u> NG Adeq. <u>Cent.</u> <u>Elec.</u> (tion Avg. WG Adeq. al <u>Yes</u>	None None None Assessments ite is a smas s \$6,600 srete Slab te/Vinyl p.Shingle linum . SH es Den 4 KiTCHEF Range/U Dispose bishwa Far/Hot	FOUNDATH       FOUNDATH       Stab       Craw! Spa       Basement       Sump Pun       Dampness       Settlement       Infestation       Family Rm.       Bedroom(s);       V EQUIP.       Tator       Doven       V       Sher	Itegal or legal no ypical buildin ypical buildin N Concrete Ce None N/A N/A N/A N/A Rec. Bm. N/A N/A Rec. Bm. N/A N/A N/A N/A N/A Rec. Bm. Dop Stair Stairs Drop Stair Scuttle Floor		Driveway Su Apparent eas FEMA Specie FEMA Specie FEMA Specie FEMA Specie FEMA Specie FEMA Map N Inling zoning use, Site Improve BASEMENT Area Sq. 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Gas Water Sanitary sey Storm sew Comments Comdition \$7,500, d GENERAL DI No. of Units No. of Storf Type (Det.// Design (Sty Existing/Pro Age (Yrs.) Etifective Ag ROOMS Basement Level 1 Level 2 Finished are Floors Walls Trim/Flnish Bath Floor	Wer (apparent adv ar (apparent adv s observed red s observed red s observed red s observed red s observed red s observed red s observed red a above grad Mate Carpet Colonia Tite/Av cot Moldec	erse easemer i; no site s 0, Impact f 10 10 10 10 10 10 10 10 10 10	nts, encroach urvey prov ee \$2,700, ExtErIOR DI Foundation Exterior Wal Roof Surfac Gutters & Di Window Typ Storm/Scree Manufacture Dining Areja Areja Fuel Condi Condi Condi Condi Condi Condi Condi	Curb/gutter Sidowalk Street lights Alley ments, special ided. The s water utilitk scRIPTION <u>Conc</u> Is <u>Fran</u> e <u>Com</u> winspts. <u>Alun</u> be <u>Alun</u> be <u>Alun</u> be <u>Alun</u> be <u>Alun</u> <u>nas</u> <u>No/Y</u> d House <u>No</u> <u>Kitchen</u> <u>6 Rooms;</u> ING Adeq. <u>Cent.</u> <u>Elec.</u> <u>Elec.</u> <u>Citon</u> Avg. WG Adeq. <u>Adeq.</u> <u>Adeq.</u> <u>Cent.</u> <u>Elec.</u> <u>Fans</u>	None None None Assessments ite is a sn ass \$6,500 srete Stab ret/Inyl p.Shingle hinum . SH es Den 4 KitCHEP Range/ Disposa Disfwa Far/Hoc Microw/	FOUNDATH       Stab       Craw! Spa       Basement       Sump Pun       Dampness       Settlement       Infestation       Family Rm.       Bedroom(s);       V EQUIP.       att       Sher       ave			Driveway Su Apparent eas FEMA Specie FEMA Specie FEMA Specie FEMA Specie FEMA Specie FEMA Specie FEMA Map N Inling zoning use, Site Improve BASEMENT Area Sq. 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Ft. % Finished Ceiling Walls Floor Outside Entr Outside Entr Outside Entr Site Floor Outside Entr Site Floor Site Site Patio Site Patio Site Ceiling Col Cov Cov Entry, 30 rea; m/ca co porch an	rface <u>Co</u> sements <u>Sta</u> al Flood Hazat X <u>X</u> <u>0. 12068</u> / etc.): ments: Fill <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u>N/A</u> <u></u>	ncrete ndard Utility d Area Map Da 00475B No /prep/landsc /nrep/landsc /orep/landsc /oreg/l	Yes X te 05/05/20 adverse site cap/ing/sod TION *Adeq. [ *Adeq. [ *Adeq. [ med Adeq. ] med Adeq. 1 *Area Sq. 1 aross Living Area 2 Cars 2 Cars ing fans; tile
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## UNIFORM RESIDENTIAL APPRAISAL REPORT MARKET DATA ANALYSIS

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These recent sales of pro	perties are most similar a	nd proximate to subject ar	nd have been consi	dered in the market analysi letties. If a significant item d value of the subject. If a ed value of the subject.	s. The description	includes a dollar adjustr	nent, reflecting
favorable than the subject	items of significant variati	on between the subject an dustment is made, thus ra	id comparable prop	erties. If a significant item	in the comparable	property is superior to, o	n more
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ITEM	SUBJECT	COMPARABL		COMPARABL		COMPARAB	
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Sales Price	\$ Not a Sale	5.00 miles souther		IS IS		\$	
Price/Gross Living Area	\$ Not a Sale	\$ 125.37 <i>中</i>	136,900	s d			·····································
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Sales or Financing		FHA					
Concessions		\$135,900				ļ	·
Date of Sale/Time		05/14/03				······	
Lecation	San Carlos Ests	Pinecrest Haven	<u>-25,000</u>			_ <b></b>	· · · · · · · · · · · · · · · · · · ·
Leasehold/Fee Simple	Fee	Fee					÷
Site	,96 acre	.26 acre	+10,500				· · · · · · · · · · · · · · · · · · ·
View	Residentia/I-75	Residential/I-75			- <u> </u>		
Design and Appeal	Ranch	Ranch		l			
Quality of Construction	Frame/Average	Frame/Average		L			
Age	Eff=5, A=2	Eff=2, A=15	-2,300				
Condition	Average MOL	Superior	-2,300	<b> </b>			
Above Grade	<u>Total Bdrms</u> Baths	<u>Total Bdrms_ Baths</u>		Total Bdrms Baths		Total Bdrms Baths	1
Room Count	6 4 2	5 3 2					j
Gross Living Area	1,360 Sq. Ft.	1,092 Sq. Ft.	+9,600	Sg. Ft.	0	Sq. Ft.	0
Basement & Finished	Site Improvement	Superior	-4,000				
Rooms Below Grade	None	None					
Functional Utility	Average	Average					
Heating/Cooling	Central	Central					
Energy Efficient Items	Typical	Typical					!
Garage/Carport	1 Garage	1 Garage				·	
Porch, Patio, Deck.	216sf Scr.Porch	294sf Scr.Porch	-500				······
Fireplace(s), etc.	None	None	000				
Fence, Paal, etc.	None	Fenced/Shed	-5,000		•		
1-75 Situs Influence	Substantial/Adverse	Substantial/Adverse		<u>}</u> }		·	Ì
	Cubstaniia//Adverse		19,000	X+ T-s		X+ 7~;\$	<u>'</u>
Net Adj. (total) Adjusted Salas Drice		and the second se	18,000		·		
Adjusted Sales Price		Net 114, 9, %				Net %	
Adjusted Sales Price of Comparable		Net 113 0. % Gross 43:2*% \$	1 <u>17</u> ,900	thet is in		Net So Gross //o S	
Adjusted Sales Price of Comparable Date, Price and Data	No sale in the	Net 119.9.% Gross 49.21% \$ No prior sale noted	1 <u>17</u> ,900	iner s		Net %	
Adjusted Sales Price of Comparable Date, Price and Data Source for prior sales	No sale in the last 12 months	Net: 19.9 % Gross 43.2% \$ No prior sale noted other than above in	117,900	tross s		Net %	
Adjusted Sales Price of Comparable Date, Price and Data Source for prior sales within year of appraisal	No sale in the last 12 months per Lee County	Nat 14 9.9 Bross 43.22% \$ No prior sale noted other than above in past twelve months	1 <u>17</u> ,900	Sross % \$		Brose 5	
Adjusted Sales Price of Comparable Date, Price and Data Source for prior sales within year of appraisal Comments: Due to th	No sale in the last 12 months per Lee County he lack of recent sale	Nat 149.5 Gross 43.219 \$ No prior sale noted other than above in past twelve months as in San Carlos Est	117,900 ates with simila	Cross 247 \$	cence, Sale #4	itet i i i i i i i i i i i i i i i i i i	is necessarily
Adjusted Sales Price of Comparable Date, Price and Data Source for prior sales within year of appraisal Comments: Due to th utilized. This sale h	No sale in the last 12 months per Lee County he lack of recent sale ad a stockade fence	Net 140.4 Bress 43.29 \$ No prior sale noted other than above in past twelve months as in San Carlos Est e and 10-15 feet of th	117,900 ates with simila hick landscapir	thet 3 \$	t of a buffer fro	Net 5	d traffic. Per
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Market Data Analysis 6-93

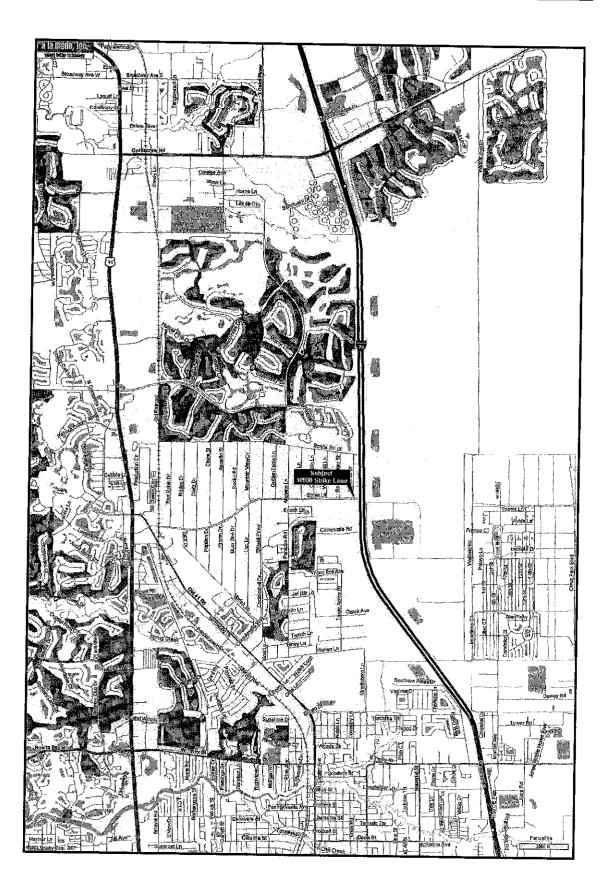
SISY 16M4 ENDS PLAT

SALES

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	Location Map	
Borrower/Client EMC MORTGAGE CORP.		
Property Address 10880 Strike Lane		<u> </u>
City Bonita Springs County Lee Lender Lee County - County Lands	State FL	Zip Code_ 34135-6742

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Form MAP.LOC — "TOTAL for Windows" appraisal software by a la mode, Inc. --- 1-800-ALAMODE



## Cíty of Boníta Spríngs

9220 BONITA BEACH ROAD SUTTE 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

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Gary A. Price City Manager

Audrey E. Vance City Attorney January 15, 2004

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

RE: Purchase Agreement – Three Oaks Parkway Extension Project No. 4043 Parcel 300, EMC Mortgage Corporation

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcel are reasonable and purchase is recommended by my office.

COUNTY LANDS

If you need further authorization, feel free to contact me.

Respectfully,

Gary A. Price

City Manager

GAP/kw

## **Division of County Lands**

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## **Ownership and Easement Search**

Search No. 14-47-25-B2-0020H.8610 Date: December 1, 2003 Parcel: 300 Project: Three Oaks Parkway South Extension, Project 4043, (BSU parcels in San Carlos Estates South to Leitner Creek Manor)

# To: J. Keith Gomez

Property Acquisition Agent

# From: Kenneth Pitt Kenneth Pitt

## STRAP: 14-47-25-B2-0020H.8610

Effective Date: October 28, 2003, at 5:00 p.m.

**Subject Property:** The west 39 feet of Tract 860 and all of Tract H-861, San Carlos Estates, according to the plat thereof, as recorded in Official Record Book 557, Pages 354 and 355, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

## EMC Mortgage Corporation, a foreign corporation

By that certain instrument dated January 21, 2003, recorded February 3, 2003, in Official Record Book 3838, Page 1657, Public Records of Lee County, Florida.

## Easements:

- 1. Dedication of Easements for public roads and drainage purposes, recorded in Official Record Book 535, Page 826, Public Records of Lee County, Florida.
- 2. Subject to roadway/drainage easements as shown on the map of San Carlos Estates which is recorded in Official Record Book 557, Page 354, Public Records of Lee County, Florida.
- 3. Subject to a non-exclusive utility and roadway easement over and across or below the roadway as shown on the plat of San Carlos Estates, recorded in Official Record Book 1307, Page 36, Public Records of Lee County, Florida.
- 4. Subject to a Utility Easement granted to Bonita Springs Utilities, recorded in Official Record Book 3076, Page 2316, Public Records of Lee County, Florida.
- 5. Subject to an easement granted to the Florida Power and Light Company, recorded in Official Record Book 3410, Page 1262, Public Records of Lee County, Florida.

NOTE (1): Subject property is not encumbered by a mortgage.

NOTE (2): Subject to a Judgment creating and incorporating the San Carlos Drainage District, recorded in Official Record Book 521, Page 120, Public Records of Lee County, Florida.

## **Division of County Lands**

## **Ownership and Easement Search**

Search No. 14-47-25-B2-0020H.8610 Date: December 1, 2003 Parcel: 300 Project: Three Oaks Parkway South Extension, Project 4043, (BSU parcels in San Carlos Estates South to Leitner Creek Manor)

NOTE (3): Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

NOTE (4) Subject to a Judgment vs. Michael Woods in the sum of \$10,257.21, recorded in Official Record Book 2532 Page 735, and re-recorded in Official Record Book 2538 Page 3016 and Official Record Book 3464 Page 4600, Public Records of Lee County, Florida.

NOTE (5) Subject to a Certificate of Delinquency vs. Mike Woods in the sum of \$15,167.95, recorded in Official Record Book 2968 Page 1388, Public Records of Lee County, Florida.

NOTE (6) Subject to a Judgment/Certificate of Delinquency vs. Mike Woods in the sum of \$10,310.06 recorded in Official Record Book 3573 Page 1305, Public Records of Lee County, Florida.

**Tax Status:** \$2,765.64 due and owing for Tax Year 2003. (The end user of this report is responsible for verifying tax and/or assessment information.)

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The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

S:\POOL\3-Oaks 4043\TITLE\14-47-25-B2-0020H.8610o&e.doc/le 12/1/03

## RESOLUTIONS OF THE BOARD OF DIRECTORS OF EMC MORTGAGE CORPORATION

THE UNDERSIGNED, being all of the members of the Board of Directors of EMC Mortgage Corporation, a Delaware Corporation (the "Corporation"), hereby consent to the following action without a formal meeting:

RESOLVED that the Board of Directors of the Corporation hereby authorizes each Marketing Specialist to execute the following documents on behalf of the Corporation effective January 1, 2000:

- \* Listing Agreements & Extensions;
- Sales Contract & Listing Addendum;
- Sales Contract Amendment less than \$1,000;
- \* HUD-1;
- Changes to Closing Documents less than \$1,000;
- \* Lead Based Paint Addendum;
- \* Authorizations to Attorneys to commence or cancel Eviction Proceedings;
- Disclosure Statement;
- \* Rehab Authorizations less than \$10,000;
- Payment Request Forms for less than \$10,000;
- \* Cash for Keys Authorizations;
- Property Management Agreements;
- Stipulation Agreements;
- Access\Authorizations for Gated Communities;
- \* Motions for Summary Judgment; and
- \* Authorizations to Direct Agents to Remove Personal Belongings from Evicted Premises and to Place such Belongings in Storage.

	Fax # 17 29 419 839	Pinone #	co./Dept.) / inter ty	To Ko H GOMES	Post-ir Fax Note 7671
frus Shend Matl	Fax# 469 759 4721	Phone # 972 444 VICA	a Enc	From ( Ylund, ) Crase	Date //// / 6 & hages Y

And be it further

RESOLVED, that all acts taken by the Corporation in connection with the foregoing resolution are hereby confirmed, approved and ratified.

THIS UNANIMOUS WRITTEN CONSENT may be executed in counterparts and each so executed shall constitute one consent, notwithstanding that all of the members of the Board of Directors are not signatories to the original or the same counterpart.

Edward Raice

Ralene Ruyle

Sue Stepanek

Date: January 10, 2000

And be it further

RESOLVED, that all acts taken by the Corporation in connection with the foregoing resolution are hereby confirmed, approved and ratified.

THIS UNANIMOUS WRITTEN CONSENT may be executed in counterparts and each so executed shall constitute one consent, notwithstanding that all of the members of the Board of Directors are not signatories to the original or the same counterpart.

Edward Raice

Ralene Ruyle

Sue Stepanek

Date: January 10, 2000

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Edward Raice

Ralene Ruyle

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Sue Stepanek

Date: January 10, 2000

# **5-Year Sales History**

Parcel No. 220

## Three Oaks Parkway South Extension Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Clerk of Court, et al	EMC Mortgage Corp.	\$100.00	2/03/02	N
Mills Venture Group	Michael & Leann Woods	\$113,000.00	12/28/01	Y
David A. Henger & Sandra J. Shannon	Mills Venture Group	\$10,000.00	12/15/00	Y* .

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S:\POOL\3-Oaks 4043\300 EMC Mortgage\5 Year Sales History.wpd

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