

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

Blue Sheet No. 20031106

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 209, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$54,615.00; 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.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #:

CLA

3. MEETING DATE:

10-14-2003

4. AGENDA:

5. REQUIREMENT/PURPOSE:

6. REQUESTOR OF INFORMATION

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

- (Specify)
- STATUTE 125
 - ORDINANCE _____
 - ADMIN. _____
 - OTHER _____

- A. _____
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY Karen L. W. Forsyth, Director *[Signature]* 9-11-03

TIME REQUIRED:

7. BACKGROUND:

Negotiated for: Department of Transportation

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

Property Details

Owners: Charles L. Jones and Leonard Corvelli
Address: 26670 Nomad Drive, Bonita Springs
STRAP No.: 25-47-25-B4-00201.0390

Purchase Details

Purchase Price: \$54,615 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$1,250 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$53,000

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 Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i> 9-18-03			<i>[Signature]</i> 9/18/03	<i>[Signature]</i> 9-18-03	OA 9/19/03	COM 9/19/03	RISK 9/19/03	GC 9/19/03	<i>[Signature]</i> 9/18/03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 9/18/03
 Time: 2:40 pm
 Forwarded To: [Signature]
9/19/03 9 AM

RECEIVED BY COUNTY ADMIN: [Signature]
10/25/03
COUNTY ADMIN FORWARDED TO: [Signature]
9/19/03
4:45 pm

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcel: 209/Jones & Corvelli
STRAP No.: 25-47-25-B4-00201.0390

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 **Charles L. Jones, a/k/a Charles Jones**, the un-remarried surviving spouse of Ann Corvelli Jones, whose address is 26670 Nomad Drive, Bonita Springs, Florida 34135, as a Life Tenant and as a Joint Tenant with rights of survivorship; and **Leonard Corvelli, a/k/a Leonard Corvelle**, a married person, whose address is 27317 Pullen Ave, Bonita Springs, Florida 34135, as a Joint Tenant with rights of survivorship; Owners, hereinafter collectively referred to as **SELLER**, and **Lee County, a political subdivision of the State of Florida**, hereinafter referred to as **BUYER**.

WITNESSETH:

1. AGREEMENT TO PURCHASE AND TO SELL: SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of .19 acres more or less, and located at 26670 Nomad Drive, Bonita Springs, Florida 34135 and more particularly described as Lot 39, 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 Fifty-Four Thousand Six Hundred Fifteen and No/100 (\$54,615.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER's attorney fees, if any.

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

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

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

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

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

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

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

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

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the

event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 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:

George H. Wicke
Signature of Witness
GEORGE H. WICKE
Print Name of Witness

Hazel E. Wicke
Signature of Witness
HAZEL E. WICKE
Print Name of Witness

SELLER:

Charles L. Jones 9/4/03
Charles L. Jones, (DATE)
a/k/a Charles Jones

WITNESSES:

George H. Wicke
Signature of Witness
GEORGE H. WICKE
Print Name of Witness

Hazel E. Wicke
Signature of Witness
HAZEL E. WICKE
Print Name of Witness

SELLER:

Leonard Corvelli 9/4/03
Leonard Corvelli, (DATE)
a/k/a Leonard Corvelle

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Jones
PARCEL NO.: 209

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for attorney fees, moving expenses, the manufactured home (Model _____), additions, improvements, carports, shed(s), fencing, landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, awnings, doors 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:

George H. Wicke
Signature of Witness
George H. Wicke
Print Name of Witness

Hazel E. Wicke
Signature of Witness
Hazel E. Wicke
Print Name of Witness

SELLER:

Charles L. Jones 9/14/03
Charles L. Jones, (DATE)
a/k/a Charles Jones

WITNESSES:

George H. Wicke
Signature of Witness

George H. Wicke
Print Name of Witness

Hazel E. Wicke
Signature of Witness

HAZEL E. Wicke
Print Name of Witness

SELLER:

Leonard Corvelli 9/4/03
Leonard Corvelli, (DATE)
a/k/a Leonard Corvella

BUYER:

CHARLIE GREEN, CLERK

**LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-52

Property Description
 Property Address: 26870 Normad Drive Parcel 209** City: Bonita Springs State: FL Zip Code: 34135-5345
 Legal Description: Lot 39, Leitner Creek Manor Unit 2 Bldg 1, PB 30, PG 80 County: Lee
 Assessor's Parcel No.: 25-47-25-B4-00201.0390 Tax Year: 2002 R.E. Taxes: \$ 381.67 Special Assessments: \$ 197/Yr
 Borrower: JONES, Charlie + CORVELLI, Leonard Current Owner: Charlie Jones + Leonard Corvelli 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 Predominant occupancy: Owner Tenant Vacant (0-5%) Vac. (over 5%)
 Built up: Over 75% 25-75% Under 25% Single family housing PRICE (\$1000): 35 Low New AGE (yrs): 28
 Growth rate: Rapid Stable Slow Present land use %: One family: 100 2-4 family: Multi-family: Commercial: 0
 Property values: Increasing Stable Declining
 Demand/supply: Shortage In balance Over supply
 Marketing time: Under 3 mos. 3-6 mos. Over 6 mos. Land use change: Not likely Likely In process
Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), E. Terry Street (S). Maturely developed with predominately single family and manufactured homes.
 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 137' per County Records Corner Lot: Yes No
 Site area: 8,220 S.F. Topography: Level
 Size: Larger than Typical
 Shape: Rectangular
 Drainage: Appears Adequate
 View: Residential
 Landscaping: Typical
 Driveway Surface: Asphalt
 Apparent easements: Standard Utility
 FEMA Special Flood Hazard Area: Yes No
 FEMA Zone: X Map Date: 7/20/1998
 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 \$2,500, impact fee \$2,700, water/sewer \$4,000, asphalt driveway \$1,000.

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: Vinyl	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.): 29/1974	Storm/Screens: No/Yes	Settlement: N/A	Outside Entry: N/A	Unknown: <input type="checkbox"/>
Effective Age (Yrs.): 16 years	Manufactured House: YES	Infestation: 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				2	1		Nook	675
Level 2												

Finished area above grade contains: 4 Rooms; 2 Bedroom(s); 1 Bath(s); 675 Square Feet of Gross Living Area

INTERIOR	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE
Floors: Carpet/Vinyl	Type: N/A	Refrigerator: <input type="checkbox"/>	None: <input checked="" type="checkbox"/>	Fireplace(s) # 0: <input type="checkbox"/>	1 Carport: <input type="checkbox"/>
Walls: MH/Paneling	Fuel: N/A	Range/Oven: <input 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: <input type="checkbox"/>
Bath Floor: Vinyl	COOLING: Adeq.	Dishwasher: <input type="checkbox"/>	Scuttle: <input type="checkbox"/>	Porch: Encl/441sf: <input checked="" type="checkbox"/>	Detached: <input type="checkbox"/>
Bath Wainscot: Fiberglass	Central: No	Fan/Hood: <input type="checkbox"/>	Floor: <input type="checkbox"/>	Fence: <input type="checkbox"/>	Built-In: <input type="checkbox"/>
Doors: MH Wood	Other: Wall Unit	Microwave: <input type="checkbox"/>	Heated: <input type="checkbox"/>	Pool: <input type="checkbox"/>	Carport: 1 Car
All in above average condition	Condition: Avg.	Washer/Dryer: <input type="checkbox"/>	Finished: <input type="checkbox"/>	Att. Utility/168sf: <input checked="" type="checkbox"/>	Driveway: 2 Cars

Additional features (special energy efficient items, etc.): Vinyl siding, vinyl kitchen & bath floors, cultured marble vanity top/sink, ceiling fans, 441sf enclosed porch, a 168sf MH attached utility and a 92sf shed.

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. 02-78-52

Valuation Section

Table with columns for COST APPROACH and COMMENTS. Includes rows for ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, and INDICATED VALUE BY COST APPROACH.

Table with columns for SALES COMPARISON ANALYSIS. Includes rows for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Contains detailed property data and adjustments.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sale #3 recorded over 6 months prior to the appraisal date is among the most recent of an adequately priced singlewide and is a valid indication of value for the subject.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes rows for Date, Price and Data, Source, for prior sales, and Analysis of any current agreement of sale, option, or listing of subject property.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 53,000

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

Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. Insufficient market data is available for a reliable GRM.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

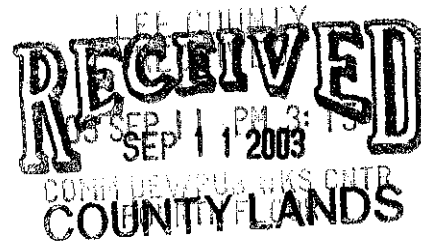
(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF July 25, 2003 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 53,000

APPRaiser: Phil Benning, Associate Signature: [Signature] SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: [Signature] [] Did [X] Did Not Inspect Property

Location Map

Borrower/Client JONES, Charlie+CORVELLI, Leonard			
Property Address 26670 Nomad Drive			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5345
Lender Lee County - County Lands			





*City of
Bonita Springs*

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

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

~

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

September 9, 2003

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 209, Jones & Corvelli

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

ENDORSEMENT

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Endorsement No. 2 to Commitment No.: **CF-1183288**

Name of Original Insured:

LEE COUNTY, a political subdivision of the State of Florida

Original Effective Date: **08/12/03 11:00.00 p.m.**

Original Amount of Insurance: **\$60,000.00**

Agent's File Reference: **03-1230**

The policy is hereby amended as follows:

- 1. Schedule A, item 1, the amount of insurance, is amended to read as follows: **\$54,615.00**
- 2. Schedule B-I, item 5, is amended to add the following Judgment: **O.R. Book 1817, page 2170;**

(Continue text of endorsement on separate continuation sheet if necessary.)

but in all other respects remains unchanged.

**LAW OFFICES OF
JOHN D. SPEAR, P.A.**

Name of Agent

09/09/03

Date

13710

Agent No.

Attorneys' Title Insurance Fund, Inc.

By **Charles J. Kovaleski**
President


Attorney - Agent's Signature

Serial No.

ENDORSEMENT

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

Endorsement No. 1 to Commitment No.: CF-1183288

Name of Original Insured:

LEE COUNTY, a political subdivision of the State of Florida

Original Effective Date: 08/12/03 11:00.00 p.m.

Original Amount of Insurance: \$60,000.00

Agent's File Reference: 03-1230

The policy is hereby amended as follows:

1. Schedule A, item 1, the amount of insurance is amended to read as follows: \$54,000.00

2. Schedule B-II, item 2, is amended to add the following:

(b) Certified copy of death certificate of ANN CORVELLI JONES, deceased.

(c) Affidavit of Surviving Spouse establishing that the marriage between CHARLES JONES and ANN CORVELLE JONES (a/k/a ANN CORVELLI JONES), deceased, was continuous and uninterrupted from a time prior to their taking title to the subject property until her death on April 6, 2003.

(d) If CHARLES JONES in Schedule A, item 2, is not the same person named as defendant in the judgments described in Schedule B-I, item 5, then an Affidavit of CHARLES JONES sufficiently establishing that he is not the same person named as defendant in each judgment.

(Continue text of endorsement on separate continuation sheet if necessary.)

but in all other respects remains unchanged.

LAW OFFICES OF JOHN D. SPEAR, P.A.

Name of Agent

09/08/03

Date

13710

Agent No.

Attorneys' Title Insurance Fund, Inc.

By Charles J. Kovaleski President

Handwritten signature of John D. Spear

Attorney - Agent's Signature

Serial No.

FUND COMMITMENT

Schedule A

Commitment No.:

Effective Date: August 12, 2003 at 5:00 p.m.

Fund File Number 18-2003-4042

Agent's File Reference: 03-1230

1. Policy or Policies to be issued:

Proposed Amount of Insurance

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

\$60,000.00

Proposed Insured:

Lee County, a political subdivision of the State of Florida

MORTGAGEE:

Proposed Insured:

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

Ann Corvelle Jones, a/k/a Ann Corvelli Jones and Charles Jones and Leonard Corvelle, a/k/a Leonard Corvelli

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

Lot 39, Block 1, Unit 2, LEITNER CREEK MANOR, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida.

AGENT NO.: 13710

ISSUED BY: LAW OFFICES OF JOHN D. SPEAR, P.A.

MAILING ADDRESS:

9200 Bonita Beach Road, Suite
#204
Bonita Springs, Florida 34135

AGENT'S SIGNATURE


LAW OFFICES OF JOHN D. SPEAR, P.A.

Rev.1.2

FUND COMMITMENT

Schedule B

Commitment No.:

Fund File Number 18-2003-4042

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 Ann Corvelle Jones, a/k/a Ann Corvelli Jones and Charles Jones and Leonard Corvelle, a/k/a Leonard Corvelli, each joined by spouse, if married. 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. **If insuring the Mobile Home:**
 - a) Warranty Deed from Grantors shown above to the proposed insured purchaser(s) as to the subject real property including proper identification of the mobile home, thereby establishing the interest that the mobile home be considered as a fixture or improvement to the land and Motor Vehicle Title Certificate in favor of Grantors shown above to be transferred to the proposed insured purchaser(s) and a new certificate to be obtained in favor of the proposed insured purchaser(s) and issuance of "RP" series sticker and affixing to the lower left corner of the window closest to the street providing access to the residence as required by Sec. 320.0815(2), F.S.
5. **Satisfaction of the judgments and/or liens against Charles Jones or a similar name, certified copies of which are recorded in the following O.R. Books and Pages: OR. Book 1723, Page 2840; O.R. Book 1732, Page 2832, as assigned in O.R. Book 2430, Page 1968; O.R. Book 1756, Page 2594, as modified in O.R. Book 1741, Page 2719 and Tax Lien recorded in O.R. Book 2535, Page 1865.**
6. **Release/Termination (by mutual agreement) of equitable interest held by Charles Jones pursuant to Life Lease recited on instrument and recorded in O.R. Book 3884, Page 1626, Public Records of Lee County, Florida.**

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.**

FUND COMMITMENT

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2. *Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).*
3. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*
 - (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 Unit 2, Leitner Creek Manor, 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 Developer Rights recorded in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida, which contain provisions creating easements and/or assessments.
6. Utility Right-of-way Agreement recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida.

5-Year Sales History

Parcel No. 209

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
A. Corvelli-Jones and C. Jones	A. Corvelli-Jones, C. Jones & L. Corvelli	\$100.00	3/27/03	N
State of Florida	Ann Corvelle Jones	\$100.00	2/11/03	N