

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20030120

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$12,500.00 for Parcel 147, Pondella Road Widening, from east of McNeill Road to Del Pine Drive, Project No. 4656, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize Chairman on behalf of the BoCC to execute Purchase Agreement if offer is accepted by Seller; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction and payment of all recording fees.

WHY ACTION IS NECESSARY: The Board must formally authorize the making of a binding offer to a property owner pursuant to F.S. §73.015 prior to initiation of condemnation proceedings.

WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner as required by F.S. §73.015, as amended.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 4

Cl G

3. MEETING DATE:

02-18-2003

4. AGENDA:

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 73.125
 - ORDINANCE
 - ADMIN.
 - OTHER Resolution of Necessity
Blue Sheet No. 20020239

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT Independent Division
- C. DIVISION County Lands *129-03*
- BY: *Karen L.W. Forsyth, Director* *KLF*

TIME REQUIRED:

7. BACKGROUND:

The Division of County Lands has been requested by the Department of Transportation to acquire property that is necessary for the Pondella Road Widening, from east of McNeill Road to Del Pine Drive, Project No. 4656.

This acquisition consists of a strip parcel from an improved property. The area of Parcel 147 is 1567 sq. ft., (Strap Number 04-44-24-00-00070.0010).

F.S. §73.015, as amended, requires the County to submit a binding offer to the property owner prior to the initiation of condemnation proceedings. The County obtained an appraisal dated December 11, 2002, performed by Stephen A. Cunningham MAI, SRA, indicating a value of \$11,100.00 (inclusive of land and cost to cure). The binding offer to the property owners, Marcellino Stellato and Lee Stellato, is for \$12,500.00. Should the property owner agree to accept this offer, condemnation proceedings will not be required. If the property owners elect not to accept this offer, then condemnation proceedings may be commenced.

Staff is of the opinion that the purchase price increase of \$1,400.00 above the appraised value can be justified considering the costs associated with condemnation proceedings estimated to be between \$3,000 - \$5,000, excluding land value increases and attorney fees.

Staff recommends the Board approve the Requested Motion.

Funds are available in Account No. 20465618805.506110

- 20 - Capital Projects
- 4656 - Pondella Road Widening
- 18805 - Impact Fees
- 50.6110 - Land

ATTACHMENTS:

- Purchase and Sale Agreement
- Title Search
- Appraisal Letter
- 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>K. Forsyth</i>			<i>RK</i> <i>2/4/03</i>	<i>Adm. Serv.</i> <i>2-5-03</i>	OA <i>2-5-03</i>	OM <i>2-5-03</i>	RISK <i>2/10/03</i>	GC <i>2-5-03</i>	<i>2-6-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *2/4/03*
Time: *3:57 pm*
Forwarded To:
CO. ADM.
2/5/03 11AM

RECEIVED BY
COUNTY ADMIN. *EW*
2-5-03
11:30
COUNTY ADMIN. *AS*
FORWARDED TO: *AS*
2/16/03
3:10 PM

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

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

THIS AGREEMENT for purchase and sale of real property is made this ___ day of _____, 2003, by and between Marcellino Stellato and Lee Stellato, hereinafter referred to as SELLER, whose address is 990 Pondella Road, North Fort Myers, Florida 33903, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 1,567 square feet, more or less, and located at 990 Pondella Road, North Fort Myers, Florida 33903, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Pondella Road Widening, Phase III, No. 4656 hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

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

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$12,500.00, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

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

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
- (a) Recording fee for deed;
 - (b) survey, (if desired by BUYER).

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

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

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

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

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers 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 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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:

WITNESSES:

SELLER:

Marcellino Stellato (DATE)

SELLER:

Lee Stellato (DATE)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

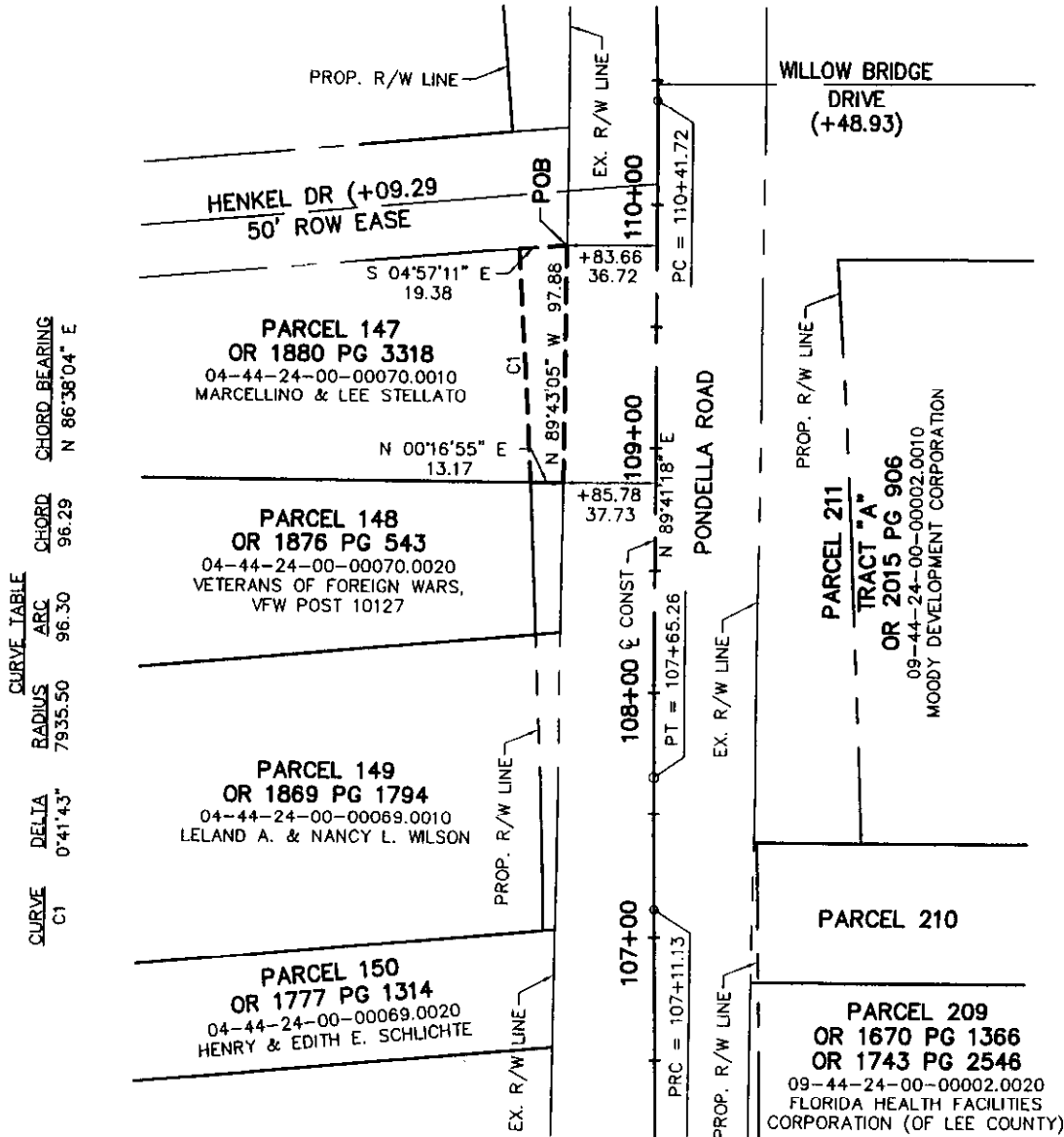
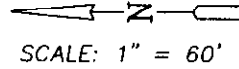
APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SECTION 4, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

Exhibit "A"

PARCEL NO. 147
PROPERTY OWNER: MARCELLINO & LEE STELLATO
REFERENCE: O.R. 2402, PG 13
STRAP NO.: 04-44-24-00-00070.0010
AREA OF TAKE: 1568 SQ. FT.
AREA OF REMAINDER: 0.58 AC



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT-OF-WAY

LEGAL DESCRIPTION AND SKETCH SHEET 1 OF 2

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY:

DESCRIPTION: PARCEL 147 RIGHT-OF-WAY TAKE

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

BY: GUY P. ADAMS, P.S.M. NO. 4390

SCALE: 1" = 60' DATE: AUGUST 6, 2001

DRAWN BY: JAN PROJECT NO.: 7951

ACAD NO.: 8069-7 FILE NO.: 8069



Professional engineers, planners, & land surveyors
Collier County: Suite 200, 7400 Tamiami Trail, North Naples, FL 34108 (841)597-8111
Lee County: Suite 101, 1828 Hendry Street, Fort Myers, FL 33901 (841)527-8111
Certificate of Authorization Nos. LB 9684 and LB 9684 Fax (841)548-8208

(COUNTY PROJECT NUMBER 4656)

DESCRIPTION OF RIGHT-OF-WAY PARCEL

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

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF PONDELLA ROAD (80' ROW) AND THE WESTERLY RIGHT-OF-WAY OF HENKEL DRIVE (50' ROW EASEMENT);
 THENCE NORTH 89°43'05" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY 97.88 FEET;
 THENCE NORTH 0°16'55" EAST 13.17 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 7935.50 FEET; THENCE EASTERLY ALONG SAID ARC THOROUGH A CENTRAL ANGLE OF 0°41'43" AN ARC DISTANCE OF 96.30 FEET SAID ARC SUBTENDED BY A CHORD BEARING NORTH 86°38'04" EAST 96.29 FEET TO THE WESTERLY RIGHT-OF-WAY OF HENKEL DRIVE;
 THENCE SOUTH 4°57'11" EAST ALONG SAID WESTERLY RIGHT-OF-WAY 19.38 FEET THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

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



LEGAL DESCRIPTION AND SKETCH SHEET 2 OF 2

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY:



Professional engineers, planners, & land surveyors
 Collier County: Suite 200, 7400 Tamiami Trail, North Naples, FL 34108 (941)297-8111
 Lee County: Suite 101, 1688 Handy Street, Fort Myers, FL 33901 (941)287-3111
 Certificate of Authorization Nos. LB 3084 and ES 3084 Fax: (941)286-2202

DESCRIPTION: PARCEL 147 RIGHT-OF-WAY TAKE

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

BY: GUY P. ADAMS, P.S.M. NO. 4390

SCALE: N.T.S. DATE: AUGUST 6, 2001

DRAWN BY: JAN PROJECT NO.: 7951

ACAD NO: 8069-7 FILE NO: 8069

FILE NO: TC-F11550
TITLE SEARCH LETTER

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

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

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

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

Our "TRI" stands for
TRUST, RELIABILITY AND INTEGRITY

November 8, 2001

TITLE SEARCH LETTER

FILE NUMBER: TC-F11550
YOUR FILE NO:

STRAP NUMBER: 04-44-24-00-00070 0010

TAX INFORMATION:

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

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

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

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

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

MORTGAGES:

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

LIENS: NONE

ASSESSMENTS: NONE

EASEMENTS & RESTRICTIONS:

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

EFFECTIVE DATE: November 1, 2001 @ 8:00 am

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

BY: 

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

1-30-03

No changes in the title.



600
840.00
840.00

CHARLIE GREEN LEE CTY, FL.

93 JUL -1 AM 11:58

3414755

OR 2402 PGD 019

Documentary Tax Pd. \$ 840.00
Intangible Tax Pd.

Parcel ID Number: 04-44-24-00-00070.0010
Creation #1 TR: 049-24-7815
Creation #2 TR: 360-30-6227

CHARLIE GREEN LEE COUNTY
CLERK
Deputy Clerk

[Space Above This Line For Recording Data]

Warranty Deed

This Indenture, Made this 30th day of June, 1993 A.D. Between North Fort Myers Lions Civic Corporation, Inc., a corporation existing under the laws of the state of Florida

of the County of LEE, State of Florida, grantor, and Marcellino Stellato and Lee Stellato, husband and wife,

whose address is: 3261 North Road, North Fort Myers, Florida

of the County of Lee, State of Florida, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEEES, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEEES and GRANTEEES heirs and assigns forever, the following described land, situate, lying and being in the county of LEE State of Florida to wit:

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

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

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever. In Witness Whereof, the grantor has hereunto set their hand and seal the day and year first above written. Signed, sealed and delivered in our presence: North Fort Myers Lions Civic Corporation, Inc.

Kim K Prepp
Printed Name: Kim K Prepp
Witness as to Both
Dixie Lee Ball
Printed Name: Dixie Lee Ball
Witness as to Both

By: Francis Gregor (Seal)
Francis Gregor, President
P.O. Address 990 Pondella Road, NORTH FORT MYERS, FL 33903
By: Morris Garlick (Seal)
Morris Garlick, Secretary
P.O. Address 990 Pondella Road, NORTH FORT MYERS, FL 33903

STATE OF Florida (Corporate Seal)
COUNTY OF LEE
The foregoing instrument was acknowledged before me this 30th day of June, 1993 by Francis Gregor, President and Morris Garlick, Secretary of North Fort Myers Lions Civic Corporation, Inc., on behalf of the corporation. They are personally known to me or have produced their driver's license as identification and did not take an oath.

This Document Prepared By:
DIXIE LEE BALL, P.A. ATTORNEY AT LAW
1801 CALEB CORAL PARKWAY
CAPE CORAL, FL 33904

Dixie Lee Ball
Printed Name: Dixie Lee Ball
NOTARY PUBLIC NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires: [illegible] 1993
62003.001 dja

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHEPHERD, D.C.

3414756

1-10
200.00
3-20
5-10

Documentary Tax Paid 350.00
Intangible Tax Pd. 200.00
CHARLES GREEN, CLERK, LEE COUNTY
Deputy Clerk

OR2102 PG0114

This Mortgage Deed

Executed the 30th day of June A.D. 1993 by
Marcellino Stellato and Lee Stellato, husband and wife,

hereinafter called the mortgagor, to
North Fort Myers Lions Civic Corporation, Inc.,

a corporation existing under the laws of Florida, with its permanent postoffice
address at 990 Pondella Road
NORTH FORT MYERS, Florida 33903
hereinafter called the mortgagee;

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs,
legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note"
includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sell, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Lee County, Florida, viz:

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

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

IF THIS MORTGAGE IS SOLD BY THE MORTGAGEE, THEN THE MORTGAGOR SHALL FIRST HAVE THE RIGHT TO PAYOFF THE NOTE AND MORTGAGE AT A DISCOUNTED AMOUNT, SAID DISCOUNTED AMOUNT TO BE PROVIDED TO THE MORTGAGOR BY THE MORTGAGEE PRIOR TO THIS MORTGAGE BEING SOLD OR ASSIGNED.

IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN IT IS SOLD OR TRANSFERRED (OR IF A BENEFICIAL INTEREST IN THE MORTGAGOR IS SOLD OR TRANSFERRED AND THE MORTGAGOR IS NOT A NATURAL PERSON) WITHOUT THE MORTGAGEE'S PRIOR WRITTEN CONSENT, THE MORTGAGEE MAY AT ITS OPTION, REQUIRE IMMEDIATE PAYMENT IN FULL OF ALL SUMS SECURED BY THIS MORTGAGE.

RECORD VERIFIED - CHARLES GREEN, CLERK
BY: G. SHERWOOD, P.C.

93 JUL -1 AM 11:58

DR2102 PG0016

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, de-

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than highest insurable amount

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

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

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

Signed, sealed and delivered in the presence of:

Kim K. Prapp
Printed Name: Kim K. Prapp
Witness as to Both
Dixie Lee Ball
Printed Name: Dixie Lee Ball
Witness as to Both

Marcellino Stellato L.S.
Marcellino Stellato
P.O. Address 3261 North Road, North Fort Myers, FL
Lee Stellato L.S.
Lee Stellato
P.O. Address 3261 North Road, North Fort Myers, FL

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 30th day of June, 1993 by Marcellino Stellato and Lee Stellato, husband and wife,

who are personally known to me or who have produced their driver's license as identification and who did not take an oath.

This Document Prepared By:

DIXIE LEE BALL, P.A. ATTORNEY AT LAW
1201 CAPE CORAL PARKWAY
CAPE CORAL, FL 33904

Dixie Lee Ball
Printed Name: Dixie Lee Ball
NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
JULY 27, 1995

REPRINT OF TAX INFORMATION 2001 - COUNTY OF LEE
 04-44-34 00-00070,0010

	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL
	2352.74	2276.20	2299.67	2423.13	2346.60	2417.00
	MTG	MIL	% REAL ESTATE	%	*RATE*	
	0	0.30	COUNTY	413.28	5.3401	
			SCHOOL	981.58	8.4780	
MARKET	115280		DISTR	532.92	4.6430	
ASSESS	115280		CITY	0.00	0.0000 PRESS (T) FOR TANG PER PROPERTY	
HOMSID	0		% TAX	0.00	0.0000	
OTHER	0		DEATH	85.23	0.7376	
TAXABL	115280		GARBAGE	123.84	1.0000	
			TOTAL	2346.60		

STELLATO MARCELLINO & LEE
 3261 NORTH RD

PARL IN SW 1/4 OF SW 1/4 DUPLICATE
 AS DESC IN OR 1880 PG
 3318
), (), (0) TO QUIT

N FT MYERS USA
 FL 33917 OR 24027 13

REPRINT OF PZR TAX INFORMATION 2000 - COUNTY OF LEE
 71238088 B17

	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL
	2040.59	2061.84	2083.10	2104.35	2125.61	2152.49
			% TANGIBLE	%	*RATE*	
	000	0.30	COUNTY	591.25	5.3401	
			SCHOOL	938.69	8.4780	
			DISTR	593.67	5.3800 MORE PZR BILLS FOR THIS STRAP	
ASSESS	110230		TOTAL	2125.61		
TAXABL	110230					

PRINT SHOP OF SOUTHWEST FL INC
 LEE STELLATO
 990 PONDELLA RD
 NORTH FORT MYERS FL 33903

04-44-34-00-00070,0010 DUPLICATE
 990 PONDELLA RD
), (), (0) TO QUIT

REPRINT OF PZR TAX INFORMATION 2000 - COUNTY OF LEE
 17150913 B17

	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL
	38.14	38.51	38.85	39.34	39.74	40.34
			% TANGIBLE	%	*RATE*	
	000	0.30	COUNTY	0.00	0.0000	
			TOTAL	38.74		

04-44-24-00-00070.0010
990 PONDELLA RD
>, <, <Q> TO GULF

DUPLICATE

CONSECO FINANCE VENDOR SERVICE
LEASE #17232008
%MARVIN F POER AND CO
PO BOX 802206 DALLAS TX

**COMPLETE APPRAISAL PROCESS
SUMMARY REPORT FORMAT**

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

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

APPRAISAL NUMBER 020111

VALUATION DATE: DECEMBER 11, 2002

PREPARED FOR

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

**PREPARED BY
GRUBB & ELLIS|VIP-D'ALESSANDRO
DIVISION OF VALUATION AND RESEARCH
13131 UNIVERSITY DRIVE
FORT MYERS, FLORIDA 33307**

January 24, 2003

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

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

Dear Mr. Clemens:

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

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

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

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

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

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

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

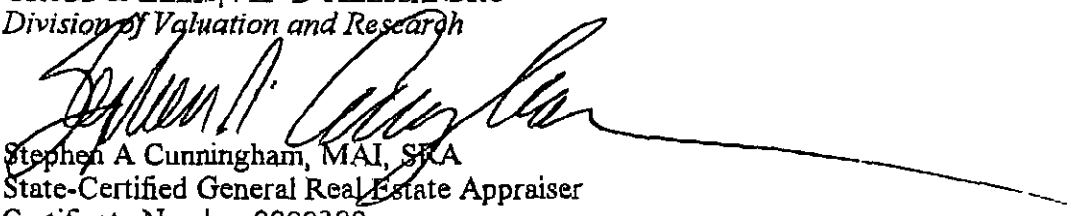
Therefore, based upon the following summarized sections of the report, it is our opinion that the total estimated just compensation due to the property owner, as of December 11, 2002, can be summarized as follows.

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

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

Respectfully submitted,

GRUBB & ELLIS|VIP-D'ALESSANDRO
Division of Valuation and Research


Stephen A. Cunningham, MAI, SRA
State-Certified General Real Estate Appraiser
Certificate Number 0000300

5-Year Sales History

Parcel No. 147

Pondella Road Widening Phase II, No. 4656

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N

NO SALES IN LAST 5 YEARS

