

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

Blue Sheet No. 20030207

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 252, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$72,000, pursuant to the terms and conditions set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement; authorize payment of necessary costs to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

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

WHAT ACTION ACCOMPLISHES: The acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 3

CLC

03-11-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

5. REQUIREMENT/PURPOSE:

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

6. REQUESTOR OF INFORMATION

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

TIME REQUIRED:

7. BACKGROUND: Pursuant to an agreement with the City of Bonita Springs, the Division of County Lands has been requested by the Department of Transportation to acquire property for the Three Oaks Parkway South Extension Project No. 4043.

This acquisition consists of the fee interest in the property, improved with a single-family mobile home, located at 11243 Torchfire Trail, being further identified as STRAP No.: 25-47-25-B4-00209.0100

The owners of Parcel 252, Michael D. Clark and Joann McKone, have agreed to sell the property to the County for \$72,000.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$1,500. The seller is responsible for real estate broker and attorney fees, if any.

The property was appraised by the firm of Carlson, Norris and Associates, Inc., with a resulting value of \$72,000.

Staff recommends that the Board approve the Requested Motion.

Funds will be available in Account 20404330709.506110
 20 - CIP
 4043 - Three Oaks Parkway South Extension
 30709 - Trans-Capital - Bonita
 506110 - Land

Attachments: Purchase Agreement
 Appraisal
 Letter from City of Bonita Springs
 Ownership/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 <i>2/24/03</i>				G County Manager
<i>K. Forsyth</i>			<i>SAO</i>	<i>John Redman 2-20-03</i>	OA <i>2-24-03</i>	OM <i>2/24/03</i>	RISK <i>2/24/03</i>	GC <i>2-24-03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *2/20/03*
 Time: *3:17pm*
 Forwarded To:
CO. ADM.

RECEIVED BY
 COUNTY ADMIN. *EW*
2/21 9:16
 COUNTY ADMIN.
 FORWARDED TO: *BK*
2/25/03

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway Extension, No. 4043
Parcel: 252/Clark & McKone
STRAP No.: 25-47-25-B4-00209.0100

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 Michael D. Clark, a married person, and Joann McKone, a married person, hereinafter referred to as SELLER, whose address is c/o Michael D. Clark, 11243 Torchfire Trail, Bonita Springs, Florida 34135, 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 .138 acres more or less, and located at 11243 Torchfire Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 10, Block 9, of that certain subdivision known as LEITNER CREEK MANOR, Unit 2, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 30, Pages 79 and 80, along with SCHUL Mobile Home; Identification No. S134633A; Title No. 13709400; Year 1976 and SCHUL Mobile Home; Identification No. S134633B; Title No. 13709399; Year 1976, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Seventy-Two Thousand and No/100 (\$72,000.00), 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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, 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.

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 sixty (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:

V. Margaret Stevens
V. MARGARET STEVENS
Marla R. Rochelle
MARLA R. ROCHELLE

SELLER:

Michael D. Clark 11-27-03
MICHAEL D. CLARK (DATE)

WITNESSES:

Donna Seltz
DONNA SELTZ
Todd Strong
TODD STRONG

SELLER:

Jo Ann Mckone 11-25-03
JOANN MCKONE (DATE)

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: Clark & McKone
PARCEL NO.: 252

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for moving expenses, the manufactured home(s) (Schul Mobile Home; Identification No. S134633A; Title No. 13709400; Year 1976 and Schul Mobile Home; Identification No. S134633B; Title No. 13709399; Year 1976), additions, improvements, detached shed(s), and for all fixtures, including but not limited to, built-in-appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering and landscaping, 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, except as noted below, 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 relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

V. Margaret Stevens
V. MARGARET STEVENS
Marla R. Rochelle
MARLA R. ROCHELLE

WITNESSES:

Donna Seltz
DONNA SELTZ
Todd Strong
TODD STRONG

SELLER:

Michael D. Clark 1-27-03
MICHAEL D. CLARK (DATE)

SELLER:

Jo Ann McKone 1-15-03
JOANN MCKONE (DATE)
M. 27420067062

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)

Summary Appraisal Report UNIFORM RESIDENTIAL APPRAISAL REPORT

Project No. 4043

File No. 02-78-09

Property Address 11243 Torchfire Trail		Parcel 252** City Bonita Springs		State FL	Zip Code 34135-5322																																																																																																			
Legal Description Lot 10, Leitner Creek Manor Unit 2 Blk 9, PB 30, PG 80		County Lee																																																																																																						
Assessor's Parcel No. 25-47-25-B4-00209.0100		Tax Year 2001 R.E. Taxes \$ 359.87		Special Assessments \$ 189/Yr																																																																																																				
Borrower CLARK, Michael D.+McKONE, Joann Current Owner Michael D. Clark+Joann McKone		Occupant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant																																																																																																						
Property rights appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold		Project Type <input type="checkbox"/> PUD <input type="checkbox"/> 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 lean 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																																																																																																						
Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant occupancy <input type="checkbox"/> Single family housing <input type="checkbox"/> Present land use %		Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely																																																																																																				
Built up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		Age (yrs) 35 Low New		One family 100																																																																																																				
Growth rate <input checked="" type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		100+ High 28		2-4 family																																																																																																				
Property values <input checked="" type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		Predominant Commercial		Multi-family																																																																																																				
Demand/supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply		Vacant (0-5%) <input type="checkbox"/> Vac. (over 5%) <input type="checkbox"/>		Commercial																																																																																																				
Marketing time <input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.		40-80+ 15-20		Vacant 0																																																																																																				
<p>Note: Race and the racial composition of the neighborhood are not appraisal factors.</p> <p>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.</p> <p>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.</p> <p>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.</p>																																																																																																								
<p>Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A</p> <p>Describe common elements and recreational facilities: N/A</p>																																																																																																								
<p>Dimensions 60' x 100' per County Records</p> <p>Site area 6,000 S.F. Corner Lot <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Specific zoning classification and description MH-1, Mobile Home Conservation</p> <p>Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning</p> <p>Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)</p>																																																																																																								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Utilities</td> <td>Public</td> <td>Other</td> <td>Off-site Improvements</td> <td>Type</td> <td>Public</td> <td>Private</td> <td>Topography</td> <td>Level</td> </tr> <tr> <td>Electricity</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Street</td> <td>Asphalt paved</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Size</td> <td>Typical Corner</td> </tr> <tr> <td>Gas</td> <td><input type="checkbox"/></td> <td></td> <td>Curb/gutter</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Shape</td> <td>Primarily Rectangular</td> </tr> <tr> <td>Water</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Sidewalk</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Drainage</td> <td>Appears Adequate</td> </tr> <tr> <td>Sanitary sewer</td> <td><input checked="" type="checkbox"/></td> <td></td> <td>Street lights</td> <td>Pole lights</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td>View</td> <td>Residential</td> </tr> <tr> <td>Storm sewer</td> <td><input type="checkbox"/></td> <td></td> <td>Alley</td> <td>None</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>Landscaping</td> <td>Typical</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Driveway Surface</td> <td>Concrete</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Apparent easements</td> <td>Standard Utility</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>FEMA Special Flood Hazard Area</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>FEMA Zone</td> <td>X Map Date 07/20/1998</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>FEMA Map No.</td> <td>1251240510D</td> </tr> </table> <p>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 site. Site Improvements: Fill/prep/landscaping/sod \$1,500, impact fee \$2,700, water/sewer \$4,000, concrete drive \$1,800.</p>						Utilities	Public	Other	Off-site Improvements	Type	Public	Private	Topography	Level	Electricity	<input checked="" type="checkbox"/>		Street	Asphalt paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Typical Corner	Gas	<input type="checkbox"/>		Curb/gutter	None	<input type="checkbox"/>	<input type="checkbox"/>	Shape	Primarily Rectangular	Water	<input checked="" type="checkbox"/>		Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears Adequate	Sanitary sewer	<input checked="" type="checkbox"/>		Street lights	Pole lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Residential	Storm sewer	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping	Typical								Driveway Surface	Concrete								Apparent easements	Standard Utility								FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No								FEMA Zone	X Map Date 07/20/1998								FEMA Map No.	1251240510D
Utilities	Public	Other	Off-site Improvements	Type	Public	Private	Topography	Level																																																																																																
Electricity	<input checked="" type="checkbox"/>		Street	Asphalt paved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Typical Corner																																																																																																
Gas	<input type="checkbox"/>		Curb/gutter	None	<input type="checkbox"/>	<input type="checkbox"/>	Shape	Primarily Rectangular																																																																																																
Water	<input checked="" type="checkbox"/>		Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears Adequate																																																																																																
Sanitary sewer	<input checked="" type="checkbox"/>		Street lights	Pole lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Residential																																																																																																
Storm sewer	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping	Typical																																																																																																
							Driveway Surface	Concrete																																																																																																
							Apparent easements	Standard Utility																																																																																																
							FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																																																
							FEMA Zone	X Map Date 07/20/1998																																																																																																
							FEMA Map No.	1251240510D																																																																																																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>GENERAL DESCRIPTION</td> <td colspan="2">EXTERIOR DESCRIPTION</td> <td colspan="2">FOUNDATION</td> <td colspan="2">BASEMENT</td> <td colspan="2">INSULATION</td> </tr> <tr> <td>No. of Units One</td> <td>Foundation</td> <td>Concrete Piers</td> <td>Slab</td> <td>None</td> <td>Area Sq. Ft.</td> <td>None</td> <td>Roof</td> <td><input type="checkbox"/></td> </tr> <tr> <td>No. of Stories One</td> <td>Exterior Walls</td> <td>MH/Metal</td> <td>Crawl Space</td> <td>Yes</td> <td>% Finished</td> <td>N/A</td> <td>Ceiling</td> <td>*Adeq. <input checked="" type="checkbox"/></td> </tr> <tr> <td>Type (Det./Att.) Detached</td> <td>Roof Surface</td> <td>MH/Metal</td> <td>Basement</td> <td>None</td> <td>Ceiling</td> <td>N/A</td> <td>Walls</td> <td>*Adeq. <input checked="" type="checkbox"/></td> </tr> <tr> <td>Design (Style) Doublewide</td> <td>Gutters & Downspouts</td> <td>Aluminum</td> <td>Sump Pump</td> <td>None</td> <td>Walls</td> <td>N/A</td> <td>Floor</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Existing/Proposed Existing</td> <td>Window Type</td> <td>Alum.Awning</td> <td>Dampness</td> <td>N/A</td> <td>Floor</td> <td>N/A</td> <td>None</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Age (Yrs.) 26/1978</td> <td>Storm/Screens</td> <td>No/Yes</td> <td>Settlement</td> <td>N/A</td> <td>Outside Entry</td> <td>N/A</td> <td>Unknown</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Effective Age (Yrs.) 11 years</td> <td>Manufactured House</td> <td>YES</td> <td>Infestation</td> <td>N/A</td> <td></td> <td></td> <td>*Assumed Adeq.</td> <td><input type="checkbox"/></td> </tr> </table>						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	MH/Metal	Crawl Space	Yes	% Finished	N/A	Ceiling	*Adeq. <input checked="" type="checkbox"/>	Type (Det./Att.) Detached	Roof Surface	MH/Metal	Basement	None	Ceiling	N/A	Walls	*Adeq. <input checked="" type="checkbox"/>	Design (Style) Doublewide	Gutters & Downspouts	Aluminum	Sump Pump	None	Walls	N/A	Floor	<input type="checkbox"/>	Existing/Proposed Existing	Window Type	Alum.Awning	Dampness	N/A	Floor	N/A	None	<input type="checkbox"/>	Age (Yrs.) 26/1978	Storm/Screens	No/Yes	Settlement	N/A	Outside Entry	N/A	Unknown	<input type="checkbox"/>	Effective Age (Yrs.) 11 years	Manufactured House	YES	Infestation	N/A			*Assumed Adeq.	<input type="checkbox"/>																											
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	MH/Metal	Crawl Space	Yes	% Finished	N/A	Ceiling	*Adeq. <input checked="" type="checkbox"/>																																																																																																
Type (Det./Att.) Detached	Roof Surface	MH/Metal	Basement	None	Ceiling	N/A	Walls	*Adeq. <input checked="" type="checkbox"/>																																																																																																
Design (Style) Doublewide	Gutters & Downspouts	Aluminum	Sump Pump	None	Walls	N/A	Floor	<input type="checkbox"/>																																																																																																
Existing/Proposed Existing	Window Type	Alum.Awning	Dampness	N/A	Floor	N/A	None	<input type="checkbox"/>																																																																																																
Age (Yrs.) 26/1978	Storm/Screens	No/Yes	Settlement	N/A	Outside Entry	N/A	Unknown	<input type="checkbox"/>																																																																																																
Effective Age (Yrs.) 11 years	Manufactured House	YES	Infestation	N/A			*Assumed Adeq.	<input type="checkbox"/>																																																																																																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>ROOMS</td> <td>Foyer</td> <td>Living</td> <td>Dining</td> <td>Kitchen</td> <td>Den</td> <td>Family Rm.</td> <td>Rec. Rm.</td> <td>Bedrooms</td> <td># Baths</td> <td>Laundry</td> <td>Other</td> <td>Area Sq. Ft.</td> </tr> <tr> <td>Basement</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>None</td> </tr> <tr> <td>Level 1</td> <td>Area</td> <td>1</td> <td>Area</td> <td>1</td> <td></td> <td></td> <td></td> <td>2</td> <td>2</td> <td></td> <td></td> <td>843</td> </tr> <tr> <td>Level 2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p>Finished area above grade contains: 4 Rooms; 2 Bedroom(s); 2 Bath(s); 843 Square Feet of Gross Living Area</p>						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	2			843	Level 2																																																											
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	2			843																																																																																												
Level 2																																																																																																								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>INTERIOR</td> <td>Materials/Condition</td> <td>HEATING</td> <td>Adeq.</td> <td>KITCHEN EQUIP.</td> <td>ATTIC</td> <td>AMENITIES</td> <td>CAR STORAGE: 1 Carport</td> </tr> <tr> <td>Floors</td> <td>Carpet/Vinyl</td> <td>Type</td> <td>Cent.</td> <td>Refrigerator</td> <td><input type="checkbox"/> None <input checked="" type="checkbox"/></td> <td>Fireplace(s) # None</td> <td>None <input type="checkbox"/></td> </tr> <tr> <td>Walls</td> <td>MH/Paneling</td> <td>Fuel</td> <td>Elec.</td> <td>Range/Oven</td> <td><input checked="" type="checkbox"/></td> <td>Patio</td> <td>Garage # of cars</td> </tr> <tr> <td>Trim/Finish</td> <td>Clamshell</td> <td>Condition</td> <td>Avg.</td> <td>Disposal</td> <td><input type="checkbox"/></td> <td>Deck</td> <td>Attached</td> </tr> <tr> <td>Bath Floor</td> <td>Wood</td> <td>COOLING</td> <td>Adeq.</td> <td>Dishwasher</td> <td><input type="checkbox"/></td> <td>Scuttle</td> <td>Detached</td> </tr> <tr> <td>Bath Wainscot</td> <td>Molded Fiberglass</td> <td>Central</td> <td>Yes</td> <td>Fan/Hood</td> <td><input checked="" type="checkbox"/></td> <td>Fence</td> <td>Built-In</td> </tr> <tr> <td>Doors</td> <td>MH Wood</td> <td>Other</td> <td>Fans</td> <td>Microwave</td> <td><input type="checkbox"/></td> <td>Pool</td> <td>Carport 1 Car</td> </tr> <tr> <td>All in above average condition</td> <td>Condition</td> <td>Avg.</td> <td>Washer/Dryer</td> <td>Washer/Dryer</td> <td><input type="checkbox"/></td> <td>Finished</td> <td>Shed/Workshop 160sf <input checked="" type="checkbox"/> Driveway 1 Car</td> </tr> </table>						INTERIOR	Materials/Condition	HEATING	Adeq.	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE: 1 Carport	Floors	Carpet/Vinyl	Type	Cent.	Refrigerator	<input type="checkbox"/> None <input checked="" type="checkbox"/>	Fireplace(s) # None	None <input type="checkbox"/>	Walls	MH/Paneling	Fuel	Elec.	Range/Oven	<input checked="" type="checkbox"/>	Patio	Garage # of cars	Trim/Finish	Clamshell	Condition	Avg.	Disposal	<input type="checkbox"/>	Deck	Attached	Bath Floor	Wood	COOLING	Adeq.	Dishwasher	<input type="checkbox"/>	Scuttle	Detached	Bath Wainscot	Molded Fiberglass	Central	Yes	Fan/Hood	<input checked="" type="checkbox"/>	Fence	Built-In	Doors	MH Wood	Other	Fans	Microwave	<input type="checkbox"/>	Pool	Carport 1 Car	All in above average condition	Condition	Avg.	Washer/Dryer	Washer/Dryer	<input type="checkbox"/>	Finished	Shed/Workshop 160sf <input checked="" type="checkbox"/> Driveway 1 Car																																			
INTERIOR	Materials/Condition	HEATING	Adeq.	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE: 1 Carport																																																																																																	
Floors	Carpet/Vinyl	Type	Cent.	Refrigerator	<input type="checkbox"/> None <input checked="" type="checkbox"/>	Fireplace(s) # None	None <input type="checkbox"/>																																																																																																	
Walls	MH/Paneling	Fuel	Elec.	Range/Oven	<input checked="" type="checkbox"/>	Patio	Garage # of cars																																																																																																	
Trim/Finish	Clamshell	Condition	Avg.	Disposal	<input type="checkbox"/>	Deck	Attached																																																																																																	
Bath Floor	Wood	COOLING	Adeq.	Dishwasher	<input type="checkbox"/>	Scuttle	Detached																																																																																																	
Bath Wainscot	Molded Fiberglass	Central	Yes	Fan/Hood	<input checked="" type="checkbox"/>	Fence	Built-In																																																																																																	
Doors	MH Wood	Other	Fans	Microwave	<input type="checkbox"/>	Pool	Carport 1 Car																																																																																																	
All in above average condition	Condition	Avg.	Washer/Dryer	Washer/Dryer	<input type="checkbox"/>	Finished	Shed/Workshop 160sf <input checked="" type="checkbox"/> Driveway 1 Car																																																																																																	
<p>Additional features (special energy efficient items, etc.): Metal siding, carpeted kitchen, wood bath floors, mica counters and cabinets; ceiling fans; window treatments; newer kitchen cabinets & HVAC, 120sf enclosed porch, & a detached 160sf shed/workshop.</p> <p>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 good quality, have been well maintained and are in well above average condition relative to actual age. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years in lieu of the typical 35 years.</p> <p>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.</p>																																																																																																								

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-09

Valuation Section

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

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

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sales recorded over 6 months prior to the appraisal date are among the most recent sales of adequately priced manufactured homes in Leitner Creek Manor.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, 2, and 3. Includes rows for Date, Price and Data Source, for prior sales within year of appraisal.

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The subject property is listed for \$72,900 per MLS# 80057292 B.

Table with columns for INDICATED VALUE BY SALES COMPARISON APPROACH and INDICATED VALUE BY INCOME APPROACH (if Applicable).

This appraisal is made as is subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications. Conditions of 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).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF November 21, 2002 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$72,000.

Table with columns for APPRAISER and SUPERVISORY APPRAISER (ONLY IF REQUIRED). Includes fields for Signature, Name, Date Report Signed, State Certification #, and State.



FEB 03 2003

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (941) 390-1000
FAX: (941) 390-1004

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

~

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

January 30, 2003

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

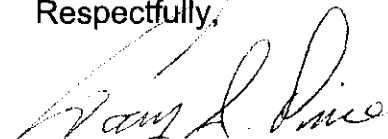
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 252, Clark & Mc Kone

Dear Mr. Gomez:

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

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

Respectfully,



Gary A. Price
City Manager

GAP/kw

FUND COMMITMENT

Schedule A

Commitment No.: CF-0964854

Fund File Number 18-2003-196

Effective Date: December 11, 2002 at 11:00 p.m. **Agent's File Reference:** Three Oaks Pkwy S Extension

1. Policy or Policies to be issued:

Proposed Amount of Insurance

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

\$72,000.00 ✓

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:

Michael C. Clark and Joann McKone ✓

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

Lot 10, Block 9, LEITNER CREEK MANOR UNIT 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida. ✓

AND 20,

AGENT NO.: 1371000

ISSUED BY: Law Offices of John D. Spear, P.A.

MAILING ADDRESS:

9200 Bonita Beach Rd Suite 204
Bonita Springs, FL 34135-0000

AGENT'S SIGNATURE


John D. Spear

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 Michael C. Clark and Joann McKone, joined by spouses, if married, to the proposed insured purchasers. ✓
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. **Satisfaction of Final Judgment against Michael Clark dated April 20, 1988 recorded in O. R. Book 2007, Page 2184 and re recorded in O.R. Book 2602 Page 1485 and in O. R. Book 3599, Page 4755, of the Public records of Lee County, Florida.** ✓
5. **Satisfaction of Final Judgment/Certificate of Delinquency dated November 9, 2000 recorded in O.R. Book 3325 Page 4094, of the Public Records of Lee County, Florida.** ✓
6. **Satisfaction of Judgment against Michael Clark Sr., dated June 12, 1998 recorded in O. R. Book 2973, Page 119, Public Records of Lee County, Florida. (not certified)**
7. **In the alternative to requirements 4, 5 and 6 set out above, an Affidavit stating Michael C. Clark is not one and the same person named in the Judgments.** ✓

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.** ✓
2. **Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).** ✓

FUND COMMITMENT

Schedule B

Commitment No. CF-0964854

Fund File Number 18-2003-196

3. **Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:**

(a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and ✓

(b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.) ✓

4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Leitner Creek Manor Unit 2, as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida. - OM

5. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 808, assigned to Leitner Creek Manor Property Owners Association Inc, May 6, 1995 in OR. Book 2603 Page 3024, Public Records of Lee County, Florida.

6. Easement in favor of Bonita Springs Water System, contained in instrument recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida.
DEED RESTRICTIONS, UTILITY EASEMENTS - SEE INSTRUMENT

7. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189 Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189 Page 3334, public records of Lee County, Florida. - 2010 WASTE ASSESSMENTS

5-Year Sales History

Parcel No. 252

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Leonard F. Clark	Michael D. Clark & Joann McKone	\$100.00	12/28/01	N