

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

Blue Sheet No. 20030500

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 318, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$215,000, 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

COMMISSION DISTRICT #: 3

C6C

3. MEETING DATE:

05-13-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

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

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 residence, located at 24000 Cock Robin Lane, being further identified as STRAP No. 14-47-25-B1-00200.0230

The owners of Parcel 318, Charles W. Weidner and Nancy A. Weidner, have agreed to sell the property to the County for \$215,000.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$2,000. 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 \$215,000.

Staff recommends that the Board approve the Requested Motion..

Funds will be available in Account 20404318808.506110
 20 - CIP
 4043 - Three Oaks Parkway South Extension
 18808 - Road Impact Fees - 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>AM 5/1/03</i>				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>SAD</i>	<i>John J. Lewis 4-29-03</i>	<i>4/29/03</i>	<i>4/29/03</i>	<i>4/29/03</i>	<i>4/29/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *4/28/03*
 Time: *3:05 pm*

RECEIVED BY
 COUNTY ADMIN. *EW*
4-29-03
2:03
 COUNTY ADMIN. *BH*
5/1/03

Forwarded To:
 Co. ADM.
4/29/03 1PM

This document prepared by

Lee County
County Lands Division
Project: Three Oaks Parkway Extension, No.4043
Parcel: 318/Weidner
STRAP No.: 14-47-25-B1-00200.0230

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 23rd day of March, 2023 by and between Charles W. Weidner and Nancy A. Weidner, husband and wife, hereinafter referred to as SELLER, whose address is Post Office Box 1824, Bonita Springs, Florida 34133, 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 1.25 acres more or less, and located at 24000 Cock Robin Lane, Bonita Springs, Florida 34135 and more particularly described as Tract 23, SAN CARLOS ESTATES, according to the plat thereof, as recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, 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 Two Hundred Fifteen Thousand and No/100 (\$215,000.00), 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:

Debra VanBuren
Debra VanBuren
Torey L. Wendling
Torey L. Wendling

WITNESSES:

Debra VanBuren
Debra VanBuren
Torey L. Wendling
Torey L. Wendling

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Charles W. Weidner 3-23-03
Charles W. Weidner (DATE)

SELLER:

Nancy A. Weidner 3/23/03
Nancy A. Weidner (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)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Charles W. & Nancy A. Weidner
PARCEL NO.: 318

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for moving expenses and for all fixtures, including but not limited to, built-in appliances, electrical upgrades, security system, air conditioning units, hot water heaters, plumbing fittings and fixtures, ceiling fans, screen enclosures, windows, window treatments, doors, floor covering, well/sprinkler system and associated appurtenances 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.

SELLER hereby agrees to deliver possession of the Property, absent of any resident(s) or tenant(s), to BUYER at the time of closing and further agrees that the purchase of the Property is NOT subject to any written or verbal lease agreement(s) of the SELLER

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.

Prior to closing, in consideration of the purchase and sale of the subject property, SELLER may carefully remove and/or replace the chandelier located in the foyer, under the terms identified herein. (Title to all other fixtures and improvements will remain part of the subject property for purposes of transfer.) All removals and/or replacements must be completed in a good and workmanlike manner and no part of the residential structure damaged.

AND Dining Room, (mismatched set), C.W.W.
NAW

WITNESSES:

Debra VanBuren
Debra VanBuren
Torey E Wendling
Torey E Wendling

SELLER:

Charles W. Weidner 3-23-03
Charles W. Weidner (DATE)

WITNESSES:

Debra VanBuren
Debra VanBuren
Torey E Wendling
Torey E Wendling

SELLER:

Nancy A. Weidner 3/23/03
Nancy A. Weidner (DATE)

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

Project No. 4043
 File No. 02-78-31
 CARLSON, NORRIS AND ASSOCIATES, INC. (239) 936-1991

Property Address: 24000 Cock Robin Lane, City Bonita Springs, State FL, Zip Code 34135-7699
 Parcel 318
 Legal Description: Tract 23, San Carlos Estates UNREC, OR 657/354
 Assessor's Parcel No. 14-47-25-B1-00200 0230
 Buyer: WEIDNER, Charles W + Nancy A, Current Owner: Charles W + Nancy A, Weidner
 Occupant: [] Owner, [X] Tenant, [] Vacant
 Special Assessments: \$401/Yr
 Tax Year 2002, RE Taxes: \$ 3,635.53
 Lender/Client: Lee County - County Lands
 Date of Sale: N/A
 San Carlos Estates Unrecorded
 Map Reference: 14-4-25
 Description and \$ amount of loan charges/concessions to be paid by seller: N/A
 P.O. Box 398, Fort Myers, FL 33902-0398
 Appraiser: Phil Benning, Associate
 Address: 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901

Location: [X] Urban, [] Suburban, [] Rural
 Built up: [] Over 75%, [X] 25-75%, [] Under 25%
 Growth rate: [X] Rapid, [] Stable, [] Slow
 Property values: [X] Increasing, [] Stable, [] Declining
 Demand/supply: [X] Shortage, [] In balance, [] Over supply
 Marketing time: [] Under 3 mos, [X] 3-6 mos, [] Over 6 mos
 Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: Bordered by Bonita Bill St (N), I-75 (E), US Business 41 (SW), Bonita Springs Golf & Country Club (SE). Predominately single family on small acreage tracts.
 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. The area is in its growth stage of development. See attached comments on the Road Maintenance.
 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.
 Project information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? [] Yes, [] No, [X] N/A
 Approximate total number of units in the subject project: [] Yes, [] No, [X] N/A
 Describe common elements and recreational facilities: [] N/A

Dimensions: 165' x 330'
 Site area: 54,450 S.F. or 1.25 acres MOL
 Specific zoning classification and description: AG-2 Agricultural/Residential
 Zoning classification: [] Legal, [] Legal nonconforming (grandfathered use), [] Illegal, [] No zoning
 Highest & best use as improved: [X] Present use, [] Other use (explain)
 Utilities: [] Public, [] Other
 Electric: [] Gas, [] Electric
 Water: [X] + Irrig./Well, [] None
 Sanitary sewer: [] Septic, [] Street lights, [] None
 Storm sewer: [] Alley, [] None
 Comments (apparent adverse easements, encroachments, special assessments, legal 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 \$7,000, driveway/apron/culvert \$1,800, impact fee \$2,700, water/septic \$5,000, well/sprinklers, \$1,500.
 GENERAL DESCRIPTION
 Foundation: One
 No. of stories: One
 Type (Det./Att.): Detached
 Roof surface: Dimen./Shingle
 Basement: None
 Crawlspace: None
 Slab: Concrete
 Foundation: Stemwall
 No. of units: One
 Type (Det./Att.): Detached
 Roof surface: Dimen./Shingle
 Basement: None
 Crawlspace: None
 Slab: Concrete
 Foundation: Stemwall
 No. of stories: One
 Type (Det./Att.): Detached
 Roof surface: Dimen./Shingle
 Basement: None
 Crawlspace: None
 Slab: Concrete
 Foundation: Stemwall

Rooms: Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other
 Area Sq. Ft. [] None, [] 1, [] 2, [] 3, [] 4, [] 5, [] 6, [] 7, [] 8, [] 9, [] 10, [] 11, [] 12, [] 13, [] 14, [] 15, [] 16, [] 17, [] 18, [] 19, [] 20, [] 21, [] 22, [] 23, [] 24, [] 25, [] 26, [] 27, [] 28, [] 29, [] 30, [] 31, [] 32, [] 33, [] 34, [] 35, [] 36, [] 37, [] 38, [] 39, [] 40, [] 41, [] 42, [] 43, [] 44, [] 45, [] 46, [] 47, [] 48, [] 49, [] 50, [] 51, [] 52, [] 53, [] 54, [] 55, [] 56, [] 57, [] 58, [] 59, [] 60, [] 61, [] 62, [] 63, [] 64, [] 65, [] 66, [] 67, [] 68, [] 69, [] 70, [] 71, [] 72, [] 73, [] 74, [] 75, [] 76, [] 77, [] 78, [] 79, [] 80, [] 81, [] 82, [] 83, [] 84, [] 85, [] 86, [] 87, [] 88, [] 89, [] 90, [] 91, [] 92, [] 93, [] 94, [] 95, [] 96, [] 97, [] 98, [] 99, [] 100, [] 101, [] 102, [] 103, [] 104, [] 105, [] 106, [] 107, [] 108, [] 109, [] 110, [] 111, [] 112, [] 113, [] 114, [] 115, [] 116, [] 117, [] 118, [] 119, [] 120, [] 121, [] 122, [] 123, [] 124, [] 125, [] 126, [] 127, [] 128, [] 129, [] 130, [] 131, [] 132, [] 133, [] 134, [] 135, [] 136, [] 137, [] 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UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-31

Valuation Section

Table with columns for COST APPROACH (ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, Depreciation, etc.) and COMMENTS ON COST APPROACH.

Table with columns for SALES COMPARISON ANALYSIS (ITEM, SUBJECT, COMPARABLE NO. 1, 2, 3) including details on sales price, location, and adjustments.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.) See attached comments. Upward adjustments for upgrades consider the subject's extensive ceramic flooring, ceramic counters, cultured marble vanity tops/sinks, oval tub & wainscoting, and 11 foot volume ceilings.

Table with columns for RECONCILIATION (ITEM, SUBJECT, COMPARABLE NO. 1, 2, 3) and INDICATED VALUE BY SALES COMPARISON APPROACH.

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

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: 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). I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF March 5, 2003 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE 215,000

APPRaiser: Phil Benning, Associate SUPERVISORY APPRAISER ONLY IF REQUIRED: J. Lee Norris, MAI, SRA Signature: [Signature] [] Did [X] Did Not Inspect Property Name: Phil Benning, Associate Name: J. Lee Norris, MAI, SRA Date Report Signed: March 6, 2003 Date Report Signed: March 6, 2003 State Certification #: 0001220 St. Cert. Res. REA State FL State Certification #: 0000643 St. Cert. Gen. REA State FL Or State License #: State Or State License #: State



MAR 26 2003

CITY CLERK'S OFFICE

*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

March 25, 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 318, Weidner

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

RECEIVED
APR 2 3 2003

Commitment No.: CF-1056934
Effective Date: April 3, 2003 at 11:00 p.m.

File Number 18-2003-1804
Agent's File Reference: 03-1100

COUNTY LANDS
Proposed Amount of Insurance

1. Policy or Policies to be issued:

OWNER'S: ALTA Owner's Policy (10/17/92). \$215,000.00

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:

Charles W. Weidner and Nancy A. Weidner

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

Tract 23, SAN CARLOS ESTATES SUBDIVISION, according to the map or plat thereof as recorded in O.R. Book 557, Page(s) 354 and 355, 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.

FUND COMMITMENT

Schedule B

Commitment No.: CF-1056934

Fund File Number 18-2003-1804

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 Charles W. Weidner and Nancy A. Weidner, husband and wife 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. **Satisfaction of the mortgage from Charles W. Weidner and Nancy A. Weidner to SunBank of Lee County, N.A. dated January 21, 1994 and recorded in O.R. Book 2464, Page 1768, Public Records of Lee County, Florida.**
5. **Satisfaction of the mortgage from Charles W. Weidner and Nancy A. Weidner to First National Bank of Naples dated June 22, 1999 and recorded in O.R. Book 3134, Page 501, 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.**
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:**

FUND COMMITMENT

Schedule B

Commitment No.: CF-1056934

Fund File Number 18-2003-1804

(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 San Carlos Estates Subdivision, as recorded in O.R. Book 557, Page(s) 354 and 355, Public Records of Lee County, Florida.
5. Dedication of rights-of-way to public use for roadway and drainage purposes recorded in O.R. Book 507, Page 135, Public Records of Lee County, Florida.
6. Judgment creating the San Carlos Estates Drainage District recorded in O.R. Book 521, Page 120, Public Records of Lee County, Florida.
7. Dedication and acceptance of easements by San Carlos Estates Drainage District recorded in O.R. Book 535, Page 826 and O.R. Book 535, Page 828, Public Records of Lee County, Florida.
8. Easement in favor of Florida Power and Light, contained in instrument recorded October 23, 1978, in O.R. Book 1307, Page 36, Public Records of Lee County, Florida.
9. Taxes for the year 2003, which are not yet due and payable.
10. 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.

5-Year Sales History

Parcel No. 318

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS