

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

Blue Sheet No. 20030804

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 250, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$62,000.00; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

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

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 3

C6L

3. MEETING DATE:

08-05-2003

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:

Negotiated for: Department of Transportation

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

Property Details

Owner: Leandro J. Lopez and Delia Carina Lopez
Address: 11224 Torchfire Trail, Bonita Springs
STRAP No.: 25-47-25-B4-00208.0140

Purchase Details

Purchase Price: \$62,000 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$1,000 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$62,000

Staff Recommendation: County staff recommends that the Board approve the Requested Motion.

Account: 20404318808.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 18808 - Road Impact Fees, Bonita; 506110 - Land

Attachments: Purchase Agreement; Appraisal (Location Map Included); Letter from City of Bonita Springs; Title Data; 5-Year Sales History

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>CA 7/22/03</i>				G County Manager
<i>K. Forsyth</i>			<i>SAD RLL RLL</i>	<i>John Rogers 7-22-03</i>	OA <i>John 7-22-03</i>	OM <i>John 7/22</i>	RISK <i>John 7/22</i>	ISC <i>John 7/22</i>	<i>John 7-22-03</i>
					RECEIVED BY COUNTY ADMIN.				
					7/21/03				
					COUNTY ADMIN FORWARDED TO: <i>OS</i>				
					7/22/03				

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *7/21/03*
Time: *1:00 pm*

7/21/03
COUNTY ADMIN
FORWARDED TO: *OS*
7/22/03

Forwarded To:
Co. Adm.
7/21/03 4:30pm

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcel: 250/Lopez
STRAP No.: 25-47-25-B4-00208.0140

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 Leandro J. Lopez and Delia Carina Lopez, Joint Tenants with Full Rights of Survivorship, Owners, hereinafter referred to as SELLER, whose address is, 11224 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 11224 Torchfire Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 14, Block 8, LEITNER CREEK MANOR, Unit 2, a subdivision according to the plat or map thereof, recorded in Plat Book 30, Pages 79 and 80, of the Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway South Extension Project, hereinafter called "the Project."

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Sixty-Two Thousand and No/100 (\$62,000.00), 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 one hundred twenty (120) 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.

TWO WITNESSES:

Fernando Bacton
Gina Nelson
TWO WITNESSES:

Fernando Bacton
Gina Nelson

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Leandro J. Lopez 06-24-03
(DATE)

SELLER:

Delia Carina Lopez 06-24-03
(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: Lopez
PARCEL NO.: 250

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for attorney fees, moving expenses, the manufactured home (Model 1978 LIBH HS, Identification Number 02LI1563), additions, improvements, detached shed(s), carports, fencing, landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, awnings, doors and floor covering, as of the date of the BUYER'S appraisal.

BUYER'S authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixture(s) by SELLER may cause a delay in closing and a reduction in the Purchase Price. All additional costs associated with any breach of this covenant will be paid by the SELLER. This covenant shall survive closing.

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 asbestos is present in the improvements or if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

TWO WITNESSES:

Handwritten signatures of Fernando Barton and Gene Nelson as witnesses.

TWO WITNESSES:

Handwritten signatures of Fernando Barton and Gene Nelson as witnesses.

CHARLIE GREEN, CLERK

BY: DEPUTY CLERK (DATE)

SELLER:

Handwritten signature of Leandro J. Lopez and date 06-24-03.

SELLER:

Handwritten signature of Delia Carina Lopez and date 06-24-03.

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)

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-43

Property Address 11224 Torchfire Trail, Parcel 250**, City Bonita Springs, State FL, Zip Code 34135-5321
Legal Description Lot 14, Leitner Creek Manor Unit 2 Bldg 8, PB 30, PG 80
Assessor's Parcel No. 25-47-25-B4-00208,0140
Borrower LOPEZ, Leandro + Carina, Current Owner Leandro + Carina Lopez, Occupant: Owner

Location Urban, Suburban, Rural
Built up Over 75%, 25-75%, Under 25%
Growth rate Rapid, Stable, Slow
Property values Increasing, Stable, Declining
Demand/supply Shortage, In balance, Over supply
Marketing time Under 3 mos., 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 South Carolina Drive (N), I-75 (E), US Business 41 (W), E Terry Street (S). Maturely developed with predominately single family and manufactured homes.

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.

Project Information for PUDs (If applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No N/A
Approximate total number of units in the subject project N/A
Describe common elements and recreational facilities: N/A

Dimensions 60' x 100' per County Records
Site area 6,000 S.F.
Specific zoning classification and description MH-1, Mobile Home Conservation
Highest & best use as improved: Present use
Utilities Public, Other
Electricity, Gas, Water, Sanitary sewer, Storm sewer
Off-site Improvements Type Public Private
Street Asphalt paved
Curb/gutter None
Sidewalk None
Street lights Pole lights
Alley None

Table with columns: GENERAL DESCRIPTION, EXTERIOR DESCRIPTION, FOUNDATION, BASEMENT, INSULATION. Rows include No. of Units, No. of Stories, Type (Det./Att.), Design (Style), Existing/Proposed, Age (Yrs.), Effective Age (Yrs.).

Table with columns: ROOMS, Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other, Area Sq. Ft.
Level 1 Area 1 Area 1 3 1
Level 2 737

Table with columns: INTERIOR, HEATING, KITCHEN EQUIP., ATTIC, AMENITIES, CAR STORAGE. Rows include Floors, Walls, Trim/Finish, Bath Floor, Bath Wainscot, Doors, All in good-new condition.

Additional features (special energy efficient items, etc.): Metal siding, shingle roof, new tile floors thruout except for carpeted guest bedroom, new drywall and trim, ceiling fans, window treatments, a 384sf screened porch and a 9x9 storage shed.
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of above average quality, and have been maintained in well above average condition relative to actual age.

Vertical text on the left margin: SUBJECT, PUD, SITE, DESCRIPTION OF IMPROVEMENTS, COMMENTS

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-43

Valuation Section

Table with columns for Valuation Section, Cost Approach, and Comments on Cost Approach. Includes rows for Estimated Site Value, Reproduction Cost, and Depreciation.

Main comparison table with columns: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include property details, adjustments, and final values.

Comments on Sales Comparison (Including the subject property's compatibility to the neighborhood, etc.): See attached comments. Adjustments exceeded parameters in some instances due to the subject's newer/more appealing than typical interior finishes and upgrades, and lower effective age than the typical singlewide manufactured homes in Leitner Creek Manor.

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

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 62,000
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 May 1, 2003
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 62,000
APPRAISER: Phil Benning, Associate SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
Signature: [Signature] Signature: [Signature] Did [X] Did Not
Name: Phil Benning, Associate Name: J. Lee Norris, MAI, SRA Inspect Property
Date Report Signed: May 19, 2003 Date Report Signed: May 19, 2003
State Certification #: 0001220 St. Cert. Res. REA State FL State Certification #: 0000643 St. Cert. Gen. REA State FL
Or State License # Or State License #

Location Map

Borrower/Client LOPEZ, Leandro + Carina				
Property Address 11224 Torchfire Trail				
City Bonita Springs	County Lee	State FL	Zip Code 34135-5321	
Lender Lee County - County Lands				





JUL 0 1 2003

*City of
Bonita Springs*

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

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six



Gary A. Price
City Manager

Audrey E. Vance
City Attorney

June 27, 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 250, Lopez & Lopez

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-1114750
Effective Date: May 15, 2003 at 11:00 p.m.

Fund File Number 18-2003-2731
Agent's File Reference: 03-1169

1. Policy or Policies to be issued:	Proposed Amount of Insurance
OWNER'S: ALTA Owner's Policy (10/17/92).	\$62,000.00

Proposed Insured:

Lee County

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:

Leandro J. Lopez and Delia Carina Lopez

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

Lot 14, Block 8, 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.

AGENT NO.: 13710
ISSUED BY: LAW OFFICES OF JOHN D. SPEAR, P.A.

MAILING ADDRESS:

9200 Bonita Beach Road, S-204
Bonita Springs, Florida 34135

AGENT'S SIGNATURE



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

FUND COMMITMENT

Schedule B

Commitment No.: CF-1114750

Fund File Number 18-2003-2731

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 Leandro J. Lopez and Delia Carina Lopez, husband and wife to the proposed insured purchaser(s).
 - b. Warranty Deed from Leandro J. Lopez and Delia Carina Lopez, husband and wife to the proposed insured purchaser(s) as to the subject real property including proper identification of the mobile home, thereby establishing the interest that the mobile home be considered as a fixture or improvement to the land.
 - c. Motor vehicle title certificate in favor of Leandro J. Lopez and Delia Carina Lopez, husband and wife to be transferred to the proposed insured purchaser(s) and a new certificate to be obtained in favor of 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. Sufficient proof must be furnished and placed of record to establish that at the time of the conveyance of the subject property to Brent Pattison, et al by deed recorded under O.R. Book 3129, Page 559, Public Records of Lee County, Florida, the subject property did not constitute the homestead of the Grantor under said deed, or that said Dorothy J. Henney was unmarried at the time of such conveyance.
5. Satisfaction of the mortgage from Leandro J. Lopez and Delia Carina Lopez to Wachovia Bank, N.A. dated March 28, 2003 and recorded in O.R. Book 3931, Page 1612, Public Records of Lee County, Florida.

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

1. *Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.*

FUND COMMITMENT

Schedule B

Commitment No.: CF-1114750

Fund File Number 18-2003-2731

2. *Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).*
3. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*
 - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
4. Taxes for the year 2003, which are not yet due and payable.
5. 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.
6. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Leitner Creek Manor, Unit 2, as recorded in Plat Book 39, Page(s) 79 and 80, Public Records of Lee County, Florida.
7. Covenants, conditions and restrictions recorded February 3, 1970, in O.R. Book 575, Page 808, together with Assignment of Developers Rights, recorded May 26, 1995 in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida.
8. Easement in favor of Bonita Springs Water System, contained in instrument recorded June 26, 1972, in O.R. Book 826, Page 697, Public Records of Lee County, Florida.

5-Year Sales History

Parcel No. 250

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Karen J. Pattison & Tracey Jo Gilbert	Leandro J. Lopez & Delia Carina Lopez	\$33,500.00	3/28/03*	N

*A contractual agreement between Grantor and Grantee existed in 2002.