

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

**Blue Sheet No. 20051808**

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for the acquisition of the Marone parcel, located at 220 Ortiz Ave, Fort Myers in the amount of \$260,000, pursuant to the terms and conditions set forth in the Agreement. Authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**2. WHAT ACTION ACCOMPLISHES:** The Board must accept all real estate conveyances to Lee County.

**3. MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested.

**4. Departmental Category:** 6 **C6B** **5. Meeting Date:** **01-24-2006**

<b>6. Agenda:</b>		<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b>	
<input checked="" type="checkbox"/> Consent		<input checked="" type="checkbox"/> Statute	125	<b>Commissioner</b>	
<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		<b>Department</b>	Independent
<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code		<b>Division</b>	County Lands <i>JFC</i>
<input type="checkbox"/> Public		<input type="checkbox"/> Other		<b>By:</b>	Karen L.W. Forsyth, Director <i>Bluff</i>
<input type="checkbox"/> Walk-On					

**9. Background:**  
**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee simple, including a single-family residential home with mother-in-law quarters.

**Property Details:**  
Owner: Thomas Marone  
Location: 220 Ortiz Avenue  
STRAP No.: 04-44-25-16-00005.0010

**Purchase Details:**  
Purchase Price: \$260,000 (This property is for sale on the open market).  
Costs to Close: Estimated to be \$4,000

**Appraisal Information:**  
Company: Carlson, Norris & Associates, Inc.  
Appraised Value: Salient data is attached for reference.

**Staff Recommendation:** Staff is of the opinion that the purchase price is acceptable and recommends the Board approve the action requested.

**Account:** 20407218823.506110

**Attachments:** Purchase Agreement; Appraisal (Location Map Included); Title Data; 5-Year Sales History

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. J. ...</i>			<i>1/19/06</i>	<i>1/19/06</i>	<i>1/19/06</i>	<i>1/19/06</i>	<i>1/19/06</i>	<i>1/19/06</i>	<i>HS 1/10/06</i>

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY COUNTY ADMIN:	<i>fw</i>
	<i>1-19-06</i>
	<i>4:25</i>
COUNTY ADMIN FORWARDED TO:	

Rec. by CoAtty	
Date:	
Time:	
Forwarded To:	

This document prepared by  
Division of County Lands  
Project: Ortiz Avenue Widening, No. 4072  
Parcel: Marone  
STRAP No.: 04-44-25-16-00005.0010

**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 \_\_\_\_\_, 200\_\_, by and between Thomas Marone, a single person, hereinafter referred to as SELLER, whose address is Post Office Box 61294, Fort Myers, Florida 33906, 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 14,175 square feet, more or less, and located at 220 Ortiz Avenue, Fort Myers, Florida 33905, and more particularly described as Lots 1 and 2 , Block 5, Parque De Leon, as recorded in Plat Book 6, Page 72, Public Records of Lee County, Florida; Less Road Right of Way, hereinafter called "the Property." This property will be acquired for the Ortiz Avenue widening project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Hundred Sixty Thousand and No/100 (\$260,000), 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 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.

*- [Signature]*

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:

- (a) provide 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) pay utility services up to, but not including the date of closing;
- (c) pay taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) pay release of mortgage fees, if any.
- (e) SELLER'S attorney fees, if any.

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

- (a) Recording fee for deed;
- (b) documentary stamps on deed;
- (c) 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 30 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 conditions 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, to the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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, to the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER'S knowledge, there is no evidence of release of hazardous materials onto or into the Property.

The SELLER, to the best of SELLER'S knowledge, 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.

A handwritten signature in black ink, appearing to be 'J. Ortiz', is located in the bottom right corner of the page.

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 30 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

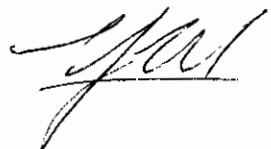
**14. ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

**15. REAL ESTATE BROKERS AND BUYERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a contractual buyer of the property and/or real estate broker claiming by or through SELLER.

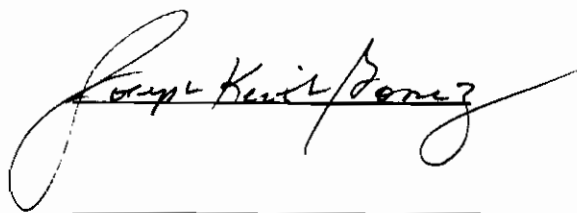
**16. POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER, unless otherwise stated herein, and no pending contracts for the sale of the Property. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

**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. SEE ATTACHED SPECIAL CONDITIONS.

A handwritten signature in black ink, appearing to be 'JAS', written over a horizontal line.

WITNESSES:

  
\_\_\_\_\_

SELLER:

  
Thomas Marone (DATE) 12/16/05

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)

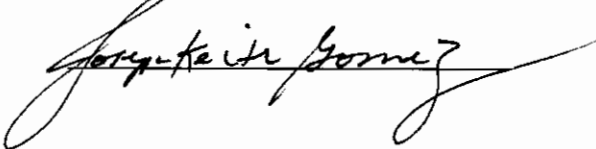
**SPECIAL CONDITIONS**

**Page 1**

**BUYER:** Lee County  
**SELLER:** Marone  
**PARCEL NO.** Marone

1. Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for improvements, moving expenses, and all fixtures, including but not limited to, air conditioning unit, hot water heater(s), screen enclosures, windows, doors, floor covering, fencing and landscaping, as of the date of the Buyer's appraisal. (The SELLER may remove the range(s), prior to closing of the Property).
2. Buyer's authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixtures(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.
3. Upon the Buyer's written acceptance of this Agreement, SELLER(S) hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected for asbestos containing materials and to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

WITNESSES:

  
\_\_\_\_\_

SELLER:

  
Thomas Marone (DATE) 12/16/05

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

\_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY (DATE)

# Uniform Residential Appraisal Report

STA#31, Project 4072  
File # 227280

There are 5 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 250,000 to \$ 399,000  
 There are 4 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 235,000 to \$ 304,900

FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	220 Ortiz Ave 04-44-25-16-00005.0010	103 Shaw Blvd. 34-43-25-03-00015.0120	175 Circle Drive 03-44-25-06-0005A.0030	375 New York Drive 04-44-25-05-00024.0010
Proximity to Subject		0.98 miles northeast	1.08 miles northeast	0.50 mile northwest
Sale Price	\$ Not a Sale	\$ 304,900	\$ 247,500	\$ 205,000
Sale Price/Gross Liv. Area	\$ sq.ft.	\$ 110.19 sq.ft.	\$ 139.04 sq.ft.	\$ 105.45 sq.ft.
Data Source(s)		OR 2005000156854	OR 2005000034537	OR 4842 PG 0118
Verification Source(s)		MLS/Win2Data/Public Records	MLS/Win2Data/Public Records	MLS/Win2Data/Public Records
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment	DESCRIPTION + (-) \$ Adjustment
Sales or Financing Concessions		Conv. \$244,000 + \$61,000	Conventional \$222,800	Conventional \$184,500
Date of Sale/Time		12/07/05	09/21/05	08/11/05
Location	Parque De Leon	Morse Shores	Morse Shores	Alabama Gr.Ter
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	14,175 Sq.Ft.	12,500 Sq.Ft.	13,100 Sq.Ft.	13,184 Sq.Ft.
View	Residential	Residential	Residential	Residential
Design (Style)	Ranch	Ranch	Ranch	Ranch
Quality of Construction	CBS/Average	CBS/Average	CBS/Average	CBS/Average
Actual Age	Eff=14, A=55	Eff=14, A=18	Eff=14, A=49	Eff=18, A=45
Condition	Above Average	Above Average	Above Average	Inferior
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	9 4 2	8 4 3	7 3 2	8 4 3
Gross Living Area	2,720 sq.ft.	2,767 sq.ft.	1,780 sq.ft.	1,944 sq.ft.
Basement & Finished Rooms Below Grade	None	None	None	None
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	Central	Central	Central	Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	2 Car Garage	2 Car Garage	1 Carport	Driveway
Porch/Patio/Deck	397sf Cov.Porch	348sf Scr.Porch	312sf Cov.Porch	396sf Scr.Porch
Other features	None	None	288sf Shed	120sf Shed
Pool	None	None	Pool/Spa/Cage	None
Net Adjustment (Total)		\$ 35,800	\$ 17,400	\$ 72,000
Adjusted Sale Price of Comparables		Net 11.7 % Gross 11.7 % \$ 269,100	Net 7.0 % Gross 45.0 % \$ 264,900	Net 35.1 % Gross 59.5 % \$ 277,000

SALES COMPARISON APPROACH

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.  
 Data Source(s) Lee County Public Records and assignment contract provided.  
 My research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.  
 Data Source(s) MLS and County Public Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	10/25/05	No prior sale was noted	No prior sale was noted	No prior sale was noted
Price of Prior Sale/Transfer	\$165,000	recorded in last 12 months	recorded in last 12 months	recorded in last 12 months
Data Source(s)	per County public records	other than above.	other than above.	other than above.
Effective Date of Data Source(s)	12/6/2006	12/6/2006	12/6/2006	12/6/2006

Analysis of prior sale or transfer history of the subject property and comparable sales The prior sale of the subject for \$165,000 in October 2005 was an assignment sale, whereby the seller had entered into a purchase agreement with the assignor, Desoto Holdings, which subsequently assigned the contract to Thomas Marone which included an additional \$10,000 assignment fee not included in the \$165,000 recorded sale price. The existing contract for \$280,000 includes a seller concession paying \$10,000 of the buyer's closing costs.

Summary of Sales Comparison Approach See Additional Comments on the sales. Due to the limited number of recent sales of houses adequately similar in livable area, Sales #2 and #3 required adjustments beyond recommended guidelines. However, the adjustments are market supported and do not adversely affect the final value estimate.

Indicated Value by Sales Comparison Approach \$ 265,000  
 Indicated Value by: Sales Comparison Approach \$ 265,000 Cost Approach (If developed) \$ 267,261 Income Approach (If developed) \$ N/A

The Sales Comparison Analysis reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. The GRM analysis is not utilized due to the lack of income data.

This appraisal is made  "as is",  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. See attached additional limiting conditions. This is a Summary Appraisal Report.

I have completed visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 265,000 as of December 6, 2005, which is the date of inspection and the effective date of this appraisal.

RECONCILIATION



## Uniform Residential Appraisal Report

STA#31, Project 4072  
File # 227280

## PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of the appraisal is to estimate market value of the subject as of the effective date of the appraisal. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision regarding the possible purchase of the property.

## COMMENTS ON THE SITE VALUE ESTIMATE

There are very limited land sales in the subject's market area which is maturely developed. Among the most recent are the below listed sales:

Parcel #04-44-25-03-00012.5040+5050, 100x135 (2 lot site), 10/11/05 for \$45,000 per OR 2005000065745.  
Parcel #09-44-25-07-00007.0060+0070, 142x303 (2 lot site), 07/28/05 for \$45,000 per OR 4813 PG 0769.  
Parcel #04-44-25-05-00017.0020, 50x135 (1 lot site), 07/01/05 for \$41,000 per OR 4780 PG 2769  
Parcel #04-44-25-03-00006.2390, 50x140 (1 lot site), 06/08/05 for \$37,200 per OR 4744 PG 3435

## COMMENTS ON THE SALES

The subject is compared to three closed sales in the immediate area. All sales are adjusted downward for the more appealing locations due to not being on high traffic arterials.

Estimation of effective ages and resulting conditions of the sales are based on the degree of maintenance and updating completed prior to sale.

Comparable #1 was a somewhat larger house in Morse Shores. Included was an additional full bath.

Comparable #2 was a smaller house in Morse Shores which included a less appealing carport. Other improvements included a caged pool/spa and a 288sf shed.

Comparable #3 was a smaller house in Alabama Grove Terrace which lacked covered parking. Included was 3rd full bath and a 120sf shed.

Comparable #1 is the most recent and similar and receives the greatest emphasis in support of the final value estimate. Sales #2 and #3 are supportive.

## COMMENTS ON THE LOCATION

Although the subject fronts on Garcia Avenue, the location is a corner lot on a heavily traveled arterial along the east boundary. This road produces a greater than normal amount of traffic and therefore noise. No recent sales directly along Ortiz Avenue were available. The subject is compared to sales not on busy streets. The subject is adjusted downward 10% for its less appealing location.

## COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) See the above Additional Comments section for land sales in support of the site value estimate.

ESTIMATED	<input type="checkbox"/> REPRODUCTION OR	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE				= \$	40,000
Source of cost data	See the below for source data on costs.		DWELLING	2,720 Sq.Ft. @ \$	90.00	= \$	244,800	
Quality rating from cost service	Good	Effective date of cost data	Cov.Porches	397 Sq.Ft. @ \$	12.00	= \$	4,764	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)							= \$	
No functional inadequacies were noted. See the attached page for a floorplan. Costs are based on local known builders costs as well as cost data in appraisals of new construction sales. Depreciation is based on the Economic Age/Life Method. Estimated remaining economic life is 56 years.			Garage/Carport	513 Sq.Ft. @ \$	36.00	= \$	18,488	
The Cost Approach estimates Replacement Cost new not reproduction cost new.			Total Estimate of Cost-New				= \$	268,032
Estimated Remaining Economic Life (HUD and VA only)			Less	Physical	Functional	External		
N/A Years			Depreciation	28,671		26,800	= \$( 55,471)	
			Depreciated Cost of Improvements					= \$ 212,561
			"As-Is" Value of Site Improvements					= \$ 14,700
INDICATED VALUE BY COST APPROACH							= \$	267,261

INCOME APPROACH TO VALUE (not required by Fannie Mae)							
Estimated Monthly Market Rent \$	N/A	X Gross Rent Multiplier	N/A	= \$	N/A	Indicated Value by Income Approach	
Summary of Income Approach (including support for market rent and GRM)				Because this area is typically owner occupied, there is insufficient data for a reliable GRM. Therefore, the Income Approach is not utilized in this report.			

PROJECT INFORMATION FOR PUDS (if applicable)							
Is the developer/builder in control of the Homeowners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Unit type(s) <input type="checkbox"/> Detached <input type="checkbox"/> Attached							
Provide the following information for PUDS ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.							
Legal Name of Project							
Total number of phases	Total number of units	N/A	Total number of units sold				
Total number of units rented	Total number of units for sale	N/A	Data source(s)				
Was the project created by the conversion of existing building(s) into a PUD? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, date of conversion.							
Does the project contain any multi-dwelling units? <input type="checkbox"/> Yes <input type="checkbox"/> No Data Source							
Are the units, common elements, and recreation facilities complete? <input type="checkbox"/> Yes <input type="checkbox"/> No If No, describe the status of completion.							
Are the common elements leased to or by the Homeowners' Association? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, describe the rental terms and options.							
Describe common elements and recreational facilities.							

### Location Map

Borrower/Client MARONE, Thomas				
Property Address 220 Ortiz Ave				
City Fort Myers	County Lee	State FL	Zip Code 33905-3674	
Lender Lee County - County Lands				

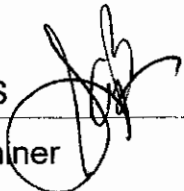


Division of County Lands

Ownership and Easement Search

Search No. 21943/D  
Date: February 20, 2002  
Parcel: N/A  
Project: Ortiz Avenue Right of Way  
Study #4072

To: Karen L. W. Forsyth  
Director

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner 

STRAP: 04-44-25-16-00005.0010

Effective Date: February 7, 2002, at 5:00 p.m. *November 30<sup>th</sup>, 2005*

**Subject Property:** Lots 1 and 2, Block 5, PARQUE DE LEON, as recorded in Plat Book 6, Page 72, Public Records of Lee County, Florida, less road right of way.

Title to the subject property is vested in the following:

~~John R. Buchanan and Willie Frances Buchanan, Trustees of the Buchanan Trust dated March 30, 1999~~ *Conveyed to Thomas Marone 10-26-05*

*Instrument No. 2005000086021*  
by that certain instrument dated March 30, 1999, recorded April 14, 1999, in Official Record Book 3103, Page 3037, Public Records of Lee County, Florida.

**Easements:**

None found of record.

No search has been made regarding the status of the assessments for the East Lee County Sewer District.

*note 1 mortgage to Act Lending Corp. \$123,750  
Instrument No 2005000086022  
Recorded 10-26-05*  
*2 City to Act Lending Corp \$33,200  
Instrument No 2005000086023 10-26-05*

**Tax Status:** NOTE: Tax and assessment information is not indicated on this report. It will be provided at a later date, if determined as being necessary by the end user of this report.  
(The end user of this report is responsible for verifying tax and/or assessment information.)

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

# 5-Year Sales History

Parcel: Marone

Ortiz Avenue Widening  
Project No. 4072

Grantor	Grantee	Price	Date	Arms Length Y/N
John R. Buchanan, Trustee	Marone, Thomas	\$165,000*	10/26/05	Y

\*Sale price does not reflect and assignment fee of \$10,000 and additional closing costs assumed by the Grantee. The Grantee has completed significant improvements to the subject property.

The subject property was under contract to close in late November, when the Grantee was informed of the proposed County acquisition. The Grantee subsequently canceled the contract and agreed to sell the property voluntarily to Lee County.