

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

**Blue Sheet No. 20030010**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the acquisition of Parcel 325, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$193,000, 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

*C6D*

**3. MEETING DATE:**  
*01-21-2003*

**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 24001 Sunny Lane, being further identified as STRAP No.: 14-47-25-B1-00200.0220

The owners of Parcel 325, Luis A. Davila and Maria L. Davila, husband and wife, have agreed to sell the property to the County for \$193,000.00, which is inclusive of moving expenses. The County is to pay closing costs 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 \$190,000.

County staff is of the opinion that the purchase price is within an acceptable range of value, given the inclusion of any and all moving expenses and the County avoiding the acquisition of the property by way of Eminent Domain. Therefore, it is recommended 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-Capitol Imp. - Bonita  
 506110 - Land

Attachments: Appraisal  
 Purchase Agreement  
 Letter from City of Bonita Springs  
 Ownership/Title Data

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>			<i>SAD 1/9/03</i>	<i>25000000</i>	OA	OM	RISK	GC	<i>EW 1-9-03</i>
			<i>1-9-03</i>		<i>1-9-03</i>	<i>1/9/03</i>	<i>1/9/03</i>	<i>1-9-03</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *1/9/03*  
 Time: *11:03 am*  
 Forwarded To:  
*Co. ADM.*  
*1/9/03 11:30 AM*

RECEIVED BY  
 COUNTY ADMIN. *EW*  
*1-9-03*  
 11:30  
 COUNTY ADMIN.  
 FORWARDED TO: *05*  
*1/9-2003*

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-10

Property Description

Property Address 24001 Sunny Lane Parcel 325\*\* City Bonita Springs State FL Zip Code 34135-7673  
 Legal Description Tract 22, San Carlos Estates UNREC, OR 557/354 County Lee  
 Assessor's Parcel No. 14-47-25-B1-00200.0220 Tax Year 2001 R.F. Taxes \$ 1,669.77 Special Assessments \$ \$401/Yr\*  
 Borrower DAVILA, Luis A. Current Owner Luis A. Davila Occupant:  Owner  Tenant  Vacant  
 Property rights appraised:  Fee Simple  Leasehold  Project Type  PUD  Condominium (HUD/WA only)  HOA \$ N/A /Mo.  
 Neighborhood or Project Name San Carlos Estates Unrecorded Map Reference 14-47-25 Census Tract 0503.08  
 Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan 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

SUBJECT

Location  Urban  Suburban  Rural  Predominant occupancy  Single family housing  Land use change  
 Built up  Over 75%  25-75%  Under 25%  AGE (yrs) 60  Not likely  Likely  
 Growth rate  Rapid  Stable  Slow  Owner 75 Low New  In process  
 Property values  Increasing  Stable  Declining  Tenant 300 High 25 To:  
 Demand/supply  Shortage  In balance  Over supply  Vacant (0-5%)  Predominant  Commercial  
 Marketing time  Under 3 mos.  3-6 mos.  Over 6 mos.  Vac. (over 5%) 125-180 10-15 Vacant 40 **\*\*Three Oaks Parkway Extension Project**

NEIGHBORHOOD

**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.

PUD

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)?

Approximate total number of units in the subject project N/A Yes  No  N/A  
 Describe common elements and recreational facilities: N/A Approximate total number of units for sale in the subject project N/A

SITE

Dimensions 165' x 330'  
 Site area 54,450 S.F. or 1.25 acres MOL Corner Lot  Yes  No  
 Specific zoning classification and description AG-2 Agricultural/Residential  
 Zoning compliance  Legal  Legal nonconforming (Grandfathered use)  Illegal  No zoning  
 Highest & best use as improved:  Present use  Other use (explain)  
 Utilities: Public  Other   
 Electricity   
 Gas   
 Water  +Well   
 Sanitary sewer  Septic System   
 Storm sewer   
 Off-site Improvements Type Public Private  
 Street  Crushed Rock/Sand   
 Curb/gutter  None   
 Sidewalk  None   
 Street lights  None   
 Alley  None   
 Topography Level  
 Size Typical  
 Shape Primarily Rectangular  
 Drainage Appears Adequate  
 View Residential  
 Landscaping Good/Well Maintained  
 Driveway Surface Concrete  
 Apparent easements Standard Utility  
 FEMA Special Flood Hazard Area  Yes  No  
 FEMA 7one X Map Date 12/20/2000  
 FEMA Map No. 1251240475B/Not Printed  
 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 lot. Site improvements: Fill/prep/landscap/ing/sod \$7,000, drive \$1,200, impact fee \$2,700, central water hook-up \$2,000, septic \$6,000, and chain link fence/gate \$3,500.

GENERAL DESCRIPTION

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units <u>One</u>	Foundation <u>Concrete Slab</u>	Slab <u>Concrete</u>	Area Sq. Ft. <u>None</u>	Roof <u></u>
No. of Stories <u>One</u>	Exterior Walls <u>CBS</u>	Crawl Space <u>None</u>	% Finished <u>N/A</u>	Ceiling <u>*Adeq. <input checked="" type="checkbox"/></u>
Type (Det./Att.) <u>Detached</u>	Roof Surface <u>Comp. Shingle</u>	Basement <u>None</u>	Ceiling <u>N/A</u>	Walls <u>*Adeq. <input checked="" type="checkbox"/></u>
Design (Style) <u>Ranch</u>	Gutters & Dwnspnts. <u>Aluminum</u>	Sump Pump <u>None</u>	Walls <u>N/A</u>	Floor <u></u>
Existing/Proposed <u>Existing</u>	Window Type <u>Alum. SH</u>	Dampness <u>N/A</u>	Floor <u>N/A</u>	None <u></u>
Age (Yrs.) <u>6/1996</u>	Storm/Screens <u>No/Yes</u>	Settlement <u>N/A</u>	Outside Entry <u>N/A</u>	Unknown <u></u>
Effective Age (Yrs.) <u>4 years</u>	Manufactured House <u>No</u>	Infestation <u>N/A</u>		*Assumed Adeq.

ROOMS

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		1		3	2	Closet		1,434
Level 2												

DESCRIPTION OF IMPROVEMENTS

Finished area above grade contains: 6 Rooms; 3 Bedroom(s); 2 Bath(s); 1,434 Square Feet of Gross Living Area

INTERIOR	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE
Floors <u>Carpet/Tile/Vinyl</u>	Adeq. <u>Type Cent.</u>	Refrigerator <input type="checkbox"/>	None <input type="checkbox"/>	Fireplace(s) # <u>0</u>	<u>2 Garage</u>
Walls <u>Drywall</u>	Fuel <u>Elec.</u>	Range/Oven <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Patio <u>Brick</u>	Garage # of cars <u></u>
Trim/Finish <u>Colonial</u>	Condition <u>Avg.</u>	Disposal <input type="checkbox"/>	Drop Stair <input checked="" type="checkbox"/>	Deck <u>Pool/1,432sf</u>	Attached <u>2 Cars</u>
Bath Floor <u>Ceramic Tile &amp; Vinyl</u>	COOLING <u>Adeq.</u>	Dishwasher <input checked="" type="checkbox"/>	Scuttle <input type="checkbox"/>	Porch <u>Cov/140sf</u>	Detached <u></u>
Bath Wainscot <u>Ceramic Tile</u>	Central <u>Yes</u>	Fan/Hood <input checked="" type="checkbox"/>	Floor <input type="checkbox"/>	Fence <u>6' Chain Link</u>	Built-in <u></u>
Doors <u>Raised Panel</u>	Other <u>Fans</u>	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool <u>14x30+/-</u>	Carport <u></u>
All above in good condition	Condition <u>Avg.</u>	Washer/Dryer <input type="checkbox"/>	Finished <input type="checkbox"/>	Cov. Entry, <u>24sf</u>	Driveway <u>2 Cars</u>

COMMENTS

Additional features (special energy efficient items, etc.): Cathedral ceiling living room/kitchen/dining area; mica counters & cabinets; ceiling fans; tile floors in foyer/kitchen/dining area & baths; security system; 140sf covered porch under truss and chain link fenced yard+gate, all around.  
 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 have been well maintained in good condition.  
 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.

This document prepared by

Lee County

County Lands Division

Project: Three Oaks Parkway Extension, No.4043

Parcel: 325/Davila

STRAP No.: 14-47-25-B1-00200.0220

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 Luis A. Davila and Maria L. Davila, husband and wife, hereinafter referred to as SELLER, whose address is 24001 Sunny Lane, 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 1.25 acres more or less, and located at 24001 Sunny Lane, Bonita Springs, Florida 34135 and more particularly described as Tract 22, SAN CARLOS ESTATES, according to the plat thereof recorded in Official Record Book 557, Pages 354 and 355, 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 One Hundred Ninety-Three Thousand and No/100 (\$193,000.00), 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

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:

W F Comroy  
Margie Legan

SELLER:

Luis A. Davila 12-16-02  
Luis A. Davila (DATE)

WITNESSES:

W F Comroy  
Margie Legan

SELLER:

Maria L. Davila 12-16-02  
Maria L. Davila (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: Luis A. Davila and Maria L. Davila  
PARCEL NO.: 325

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for relocation allowance 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, pool equipment and associated appurtenances, landscaping and fencing, 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.

Prior to closing, in consideration of the purchase and sale of the subject property, SELLER may carefully remove and/or replace only those appliances, fixtures or improvements to the subject property under the terms identified below. Title to all other fixtures and improvements will remain part of the subject property for purposes of transfer.

Items that may be removed: Refrigerator, Clothes Washer and Dryer  
Items that may be replaced: Not Applicable

All removals and/or replacements must be completed in a good and workmanlike manner and no part of the structure damaged.

WITNESSES:

W F Comery  
Margie Regan

SELLER:

Luis A. Davila 12-16-02  
Luis A. Davila (DATE)

WITNESSES:

W F Comery  
Margie Regan

SELLER:

Maria L. Davila 12-16-02  
Maria L. Davila (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)





**RECEIVED**  
DEC 20 2002  
COUNTY LANDS

*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

December 18, 2002

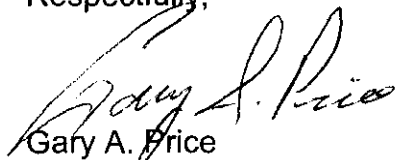
**Mr. J. Keith Gomez**  
Property Acquisition Agent  
Lee County  
PO Box 398  
Fort Myers, FL 33902

RE: Purchase Agreement – Three Oaks Parkway Extension  
Project No. 4043  
Parcel 325, Luis A. and Maria L. Davila

Dear Mr. Gomez:

The Purchase Agreement of the aforementioned parcel is satisfactory,  
and purchase is authorized by my office.

Respectfully,

  
Gary A. Price  
City Manager


GAP/kw

**PROPERTY DATA FOR PARCEL 14-47-25-B1-00200.0220  
TAX YEAR 2002**

Parcel data is available for the following tax years:  
[ 2001 | 2002 ]

[ [Next Lower Parcel Number](#) | [Next Higher Parcel Number](#) | [Display Building Permits on this Parcel](#)  
| [Display Tax Bills on this Parcel](#) ]

OWNERSHIP, LEGAL, SALES AND DISTRICT DATA ARE FROM THE CURRENT DATABASE.  
LAND, BUILDING, VALUE AND EXEMPTION DATA ARE FROM THE 2002 ROLL.

Owner of Record	Legal Description	Image of Structure
DAVILA LUIS A 24001 SUNNY LN BONITA SPRINGS FL 34135	SAN CARLOS ESTATES UNREC. OR 557 PG 354 TRACT 22	
<b>Site Address</b>		
24001 SUNNY LN Bonita Springs, FL 34135		© 2002 Lee County Property Appraiser  Photo Date: 4/26/2001

Taxing District	DOR Code
055 - CITY OF BONITA SPRINGS - 055	01 - SINGLE FAMILY RESIDENTIAL

Property Values		Exemptions		Dimensions	
Just	128,200	Homestead	25,000	Measurement Units	AC
Assessed	128,200	Agricultural	0	Number of Units	1.25
Assessed SOH	91,460	Widow	0	Frontage	0
Taxable	66,460	Widower	0	Depth	0
Building	108,730	Disability	0	Bedrooms	3
Land	19,470	Wholly	0	Bathrooms	2
Building Extra Features	9,480	Energy	0	Total Sq. Ft.	2,299
Land Extra Features	1,340	SOH Difference	36,740	Year Improved	0

Sales Transactions					
Sale Price	Date	OR Book / Page	Transaction Details		Vacant / Improved
			Type	Description	
				Qualified (Fair Market Value / Arms Length / One	

80,600	8/1/1996	2736/1063	06	STRAP #)	I	
100	4/1/1996	2697/3610	01	Disqualified (Doc Stamp .70 / SP less th \$100 / Other DisQ)	V	
Parcel Renumbering History						
Prior STRAP		Renumber Reason		Renumber Date		
14-47-25-02-00000.0220		Reserved for Renumber ONLY		Saturday, May 06, 2000		
Solid Waste (Garbage) Roll Data						
Solid Waste District		Roll Type		Unit/Area	Tax Amount	
011 - City of Bonita Springs		R - Residential Category		1	196.99	
Land Tracts/Land Use						
Description			Use Code	Units		
Single Family Residential			100	1.25 Acres		
Storm Surge Category		Flood Insurance (FIRM)				
		Rate Code	Community	Panel	Version	Date
Category 3		B	125124	0475	B	

TRIM (*proposed* tax) Notices are available for the following tax years:

[ [1997](#) | [1998](#) | [1999](#) | [2000](#) | [2001](#) | [2002](#) ]

[ [Show Building Details](#) ]

[ [Show Aerial View](#) ]

[ [Next Lower Parcel Number](#) | [Next Higher Parcel Number](#) ]

[ [New Query](#) | [New Browse](#) | [Parcel Queries Page](#) | [Lee PA Home](#) ]

This site is best viewed with [Microsoft Internet Explorer 5.5+](#) or [Netscape Navigator 6.0+](#).

Page was last modified on Wednesday, December 04, 2002 4:25:00 PM.

Recording Fee \$ 8  
Doc. Stamps \$ 564.2  
File TO \$20000  
Prepared By:  
GAIL PAPA  
TRI COUNTY TITLE INSURANCE AGENCY, INC.  
1411 SE 47TH TERRACE  
CAPE CORAL, FLORIDA 33904  
Property Appraisers Parcel No.: 14-47-28-02-00000.0220  
Grantee S.S.#:

HARLEM GREEN LEE CTY FL

96 AUG 16 PM 2:31

4016599

Documentary Tax \$: 564.20  
Intangible Tax Pd.  
By CHARLIE GREEN, CLERK, LEE COUNTY  
C. Keller Deputy Clerk

OR2736 PG1063

[Space Above This Line For Recording Date]

From a Corporation

### WARRANTY DEED

THIS WARRANTY DEED made and executed the 14th day of August, A.D. 1996 by JENNIFER MEARS ASSISTANT VICE PRESIDENT, ASSISTANT VICE PRESIDENT, for HOLIDAY BUILDERS, INC., A FLORIDA CORPORATION, having its principal place of business at 1517 SE 18TH PLACE, CAPE CORAL, FLORIDA 33990 hereinafter called the grantor, to LUIS A. DAVILA, A MARRIED PERSON, whose postoffice address is 24001 SUNNY LANE, BONITA SPRINGS, FL 33923, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00— and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in LEE County, Florida, viz:

Tract 22, SAN CARLOS ESTATES, according to the plat thereof recorded in Official Record Book 557, Pages 354 and 355, Public Records of Lee County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any and taxes for the current and subsequent years.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes for the year 1996 and all subsequent years; easements, restrictions, reservations or limitations of record; however, this reference shall not operate to reimpose the same.

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

HOLIDAY BUILDERS, INC., A FLORIDA CORPORATION,

BY: Jennifer Mears  
JENNIFER MEARS ASSISTANT VICE PRESIDENT.

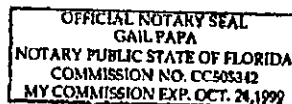
Signed, sealed and delivered in the presence of:

Printed Name: GAIL PAPA

Printed Name: DAVID W. WRIGHT

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this August 14th, 1996 by JENNIFER MEARS ASSISTANT VICE PRESIDENT, of HOLIDAY BUILDERS, INC., A FLORIDA CORPORATION, on behalf of the corporation. He/she is personally known to me or has produced Driver's License/Photo Identification as identification and who did not take an oath.



Notary Public, Commission No.:  
Printed Name: GAIL PAPA  
My Commission Expires:  
(Seal)

This instrument prepared by:  
GAIL PAPA  
TRN COUNTY TITLE INSURANCE AGENCY, INC.  
1411 SE 47TH TERRACE  
CAPE CORAL, FLORIDA 33904  
Return to: Box 90  
TC-82042P

HARLIE GREEN U TY FI

96 APR 22 AM 11:17

Documentary Tax Pd. 70  
Intangible Tax Pd.  
By Harlie Green Deputy Clerk  
LEE COUNTY

QUIT-CLAIM DEED

**THIS QUIT-CLAIM DEED**, Executed this 16TH of APRIL, A.D. 1996, **3950123**  
by

**LUIS A. DAVILA AND MARIA L. DAVILA, F/K/A MARIA L. ARCOS, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP**

first party, whose post office address is 27741 DONEGAL DRIVE, BONITA SPRINGS, FLORIDA 33926

to

**HOLIDAY BUILDERS, INC., A FLORIDA CORPORATION**

whose address is **1517 SE 16TH PLACE / CAPE CORAL, FLORIDA 33990**  
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH**, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of LEE, State of Florida, to-wit:

Tract 22, SAN CARLOS ESTATES, according to the plat thereof recorded in Official Record Book 557, Pages 354 and 355, Public Records of Lee County, Florida.

**THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTORS, NOR IS IT CONTIGUOUS TO THE HOMESTEAD PROPERTY OF THE GRANTORS. THIS IS VACANT LAND.**

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, ten, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**IN WITNESS WHEREOF**, The said first party has signed and sealed these presents the day and year first above written.

Signed, Sealed and Delivered in Presence of:

Gail Papa  
Printed Name: Gail Papa

Luis A. Davila  
LUIS A. DAVILA

Jeanette B. Coff  
Printed Name: Jeanette B. Coff

Maria L. Davila  
MARIA L. DAVILA, FKA MARIA L. ARCOS

STATE OF FLORIDA )  
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 4/16/96 by LUIS A. DAVILA AND MARIA L. DAVILA, F/K/A MARIA L. ARCOS, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP who is personally known to me or who has produced drivers license/photo identification as identification and who did not take an oath.

Gail Papa  
Notary Public, Commission No:  
Printed Name: GAIL PAPA  
My Commission Expires:  
(SEAL)

OFFICIAL NOTARY SEAL  
GAIL PAPA  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC03342  
MY COMMISSION EXP. OCT. 24 1999

DR2697 PG36110