#### Lee County Board of County Commissioners Agenda Item Summary Blue Sheet No. 20030437 1. REQUESTED MOTION: ACTION REQUESTED: Approve the acquisition of Parcel 229, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$70,000, 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. **DEPARTMENTAL CATEGORY:** 06 3. **MEETING DATE:** 04-29-20 COMMISSION DISTRICT #: 4. AGENDA: 5. REQUIREMENT/PURPOSE REQUESTOR OF INFORMATION CONSENT (Specify) **ADMINISTRATIVE** A. COMMISSIONER STATUTE **APPEALS** ORDINANCE **B. DEPARTMENT** Independent PUBLIC ADMIN. C. DIVISION County Lands WALK ON OTHER BY: Karen L. W. Forsyth, Director TIME REQUIRED: 7. BACKGROUND: Pursuant to an agreement with the City of Bonita Springs, the Division of County Lands has been requested by the Department of Transportation to acquire property for the Three Oaks Parkway South Extension Project No. 4043. This acquisition consists of the fee interest in the property, improved with a single-family mobile home, located at 11152 Wagon Trail, being further identified as STRAP No.: 25-47-25-B4-00201.0180 The owners of Parcel 229, Teodoro Romero Arias and Leticia Pineda Munguia, have agreed to sell the property to the County for \$70,000.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$1,500. The seller is responsible for real estate broker and attorney fees, if any. The property was appraised by the firm of Carlson, Norris and Associates, Inc., with a resulting value of \$67,000. 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 20404318808.506110 Purchase Agreement Attachments: 20 - CIP Appraisal 4043 - Three Oaks Parkway South Extension Letter from City of Bonita Springs 18808 - Road Impact Fees - Bonita Ownership/Title Data 506110 - Land 5-Year Sales History 8. MANAGEMENT RECOMMENDATIONS: 9. RECOMMENDED APPROVAL: Α C D Ε G Department Purchasing or Human Other County Budget Services **County Manager** CIMO 4/17/03 Director **Contracts** Resources Attorney **OA** OM RISK GC L will HS 4.11.03 Jan 03 Birson 4-15-03 **COMMISSION ACTION:** RECEIVED BY APPROVED Rec. by CoAtty COUNTY ADMIN. DENIED 4-14-03 **DEFERRED** Date: 4-15-03 OTHER T**tee:** 3. 3 5 TY ADMIN. ARDED TO: Forwarded To: S:\POOL\3-Oaks 4043\229 ROMERO PINEDA\BLUE SHEET 04 (

This document prepared by:

Lee County County Lands Division

Project: Three Oaks Parkway Extension, No. 4043

Parcel: 229/Arias & Mungia

STRAP No.: 25-47-25-B4-00201.0180

#### BOARD OF COUNTY COMMISSIONERS

#### LEE COUNTY

#### AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is a	nade
this day of, 20 by and between Teod	loro
Romero Arias and Leticia Pineda Munguia, husband and w	ife,
hereinafter referred to as SELLER, whose address is, 11152 Wa	igon
Trail, Bonita Springs, Florida 34135, and Lee County, a polit:	cal
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 .186 acres more or less, and located at 11152 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 18, Block 1, of that certain subdivision known as LEITNER CREEK MANOR, Unit 2, f/k/a LEITNER CREEK MANOR EXTENSION, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court, in Plat Book 30, Pages 79 and 80 in the Public Records of Lee County, Florida, TOGETHER WITH that certain 1973 Ritzcroft mobile home, Identification Number 02027461629, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Seventy Thousand and No/100 (\$70,000.00), 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).

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 3 of 7

- 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. 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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 5 of 7

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.

# AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 6 of 7

AWO WITNESSES:	SELLER:
Josephacel Gornez	Teodoro Romero Arias (DATE)
TWO WITNESSES:	SELLER:  decatineda M. 4-01.03  Leticia Pineda Munguia (DATE)
	BUYER:
CHARLIE GREEN, CLERK	LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY:(DATE)	BY: CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	COUNTY ATTORNEY (DATE)

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 7 of 7

#### SPECIAL CONDITIONS

BUYER: Lee County SELLER: Arias & Mungia

PARCEL NO.: 229

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 (1973 Ritzcroft mobile home, Identification Number 02027461629), additions, improvements, shed(s), landscaping, fencing 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.

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.

TWO WITNESSES:	Teodoro Romero Arias (DATE)
TWO WITNESSES:	SELLEN:  JOS Jueda Munguia (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)

Summary Appraisal Report UNIFORM RESIDENTIAL APPRAISAL REPORT 02-78-14 Property Address 11152 Wagon Trail Parcel 229\*\* City Bonita Springs Zip Code 34135-5347 State FL Legal Description Lot 18, Leitner Creek Manor Unit 2 Blk 1, PB 30, PG 80 County Lee Tax Year 2001 Special Assessments \$ \$189/Yr Assesso<u>r's Parcel</u> No. 25-47-25-B4-00201.0180 R.E. Taxes \$ 950.35 Borrower ROMERO, T./PINEDA, Leticia Current Owner A.Teodoro Romero+M.Leticia Pined: Occupant: X Owner Tenant Project Type PUD HOA \$ N/A Property rights appraised Fee Simple Condominium (HUD/VA only) Neighborhood or Project Name Leitner Creek Manor Map Reference 25-47-25 Census Tract 0504.00 Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, Ft. 33902-0398 Phil Benning, Associate Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901 Appraiser Urban Suburhan Land use change Location Rural Predominant Present land use % occupancy Built up 25-75% Under 25% \$(000) One family Not likely 🔲 Likely ivisi Growth rate 🗌 Rapid Stable | Slow **Owner** 35 2-4 family In process Low New M Increasing Property values Stable Declining Tenant 1004 High. 28 Multi-family 🔯 In balance X Vacant (0-5%) Predominant Demand/supply Shortage Over supply Commercial \*\*Three Oaks Parkway Marketing time Under 3 mos. 23-6 mos. Over 6 mos. 40-80+ Extension Project Vac.(over 5%) 15-20 Vacant 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. 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 qualify homes that are adequately maintained and that have averge-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 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 avaliable. 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 Project Information for PUDs (If applicable) - - Is the developer/builder in control of the Home Owners' Association (HOA)? No N/A Yes Approximate total number of units in the subject project Approximate total number of units for sale in the subject project N/A N/A Describe common elements and recreational facilities: Dimensions 60' x 135' per County Records Topography leve 1 Site area 8,100 S.F. Yes 🔀 No Size Typical Specific zoning classification and description MH-1, Mobile Home Conservation Primarily Rectangular Shape Zoning compliance 🔀 Legal 🔃 Legal nonconforming (Grandfathered use) 🗌 Illegat No zonina Drainage Apppears Adequate Present use Highest & best use as improved: Other use (explain) View Residential Off-site Improvements Public Private Landscaping Public Typical Electricity  $\mathbf{X}$ Street  $\bowtie$ Asphalt paved Driveway Surface Concrete Gas Curb/gutter Apparent easements Standard Utility None Water Sidewalk None FEMA Special Flood Hazard Area  $\boxtimes$ FEMA Zone X Map Date <u>07/20/1998</u> Sanitary sewer Street lights Pole lights Storm sewer Alley None FEMA Map No. 1251240510D 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/landscaping/sod/\$1,500, concrete driveway, \$1,800, impact fee \$2,700, water/sewer \$4,000, 4' chain link fence \$1,500. GENERAL DESCRIPTION EXTERIOR DESCRIPTION FOUNDATION BASEMENT INSULATION Na. of Units Foundation Stab Area Sq. Ft. One Concrete Piers None None Roof \*Adeq. No. of Stories MH/Metal % Floished N/A Ceiling One Exterior Walls Crawl Space Yes Type (Det./Att.) Detached Roof Surface MH/Metal Ceiling N/A Walls \*Adeq. Basement Design (Style) Doublewide Gutters & Dwnspts. None Sump Pump Walls N/A Floor None Existing/Proposed Existing Window Type Afum Awning Damoness N/A Floor N/A None Storm/Screens No/Yes Outside Entry N/A Unknown\_ Age (Yrs.) 29/1973 Settlement N/A Effective Age (Yrs.) 17 years Manufactured House YES intestation N/A \*Assume<u>d Adeq</u> Kitchen ROOMS Rec. Rm. Bedrooms # Baths Foyer Living Dining Family Rm. Laundry Area Sq. Ft. Basement None Area Area Closet 1.372 Level 1 Level 2 4 Bedroom(s): **/**1,372 Finished area above grade contains: 6 Rooms; 2 Bath(s); Square Feet of Gross Living Area HEATING Adeq KITCHEN EQUIP ATTIC AMENITIES CAR STORAGE: 1 Carport+ INTERIOR Materials/Condition Floors Carpet/Vinyl Cent Refrigerator None Fireplace(s) # 0 None Туре Walls MH/Paneling Fuel Elec. Range/Oven Stairs Patio Garage # of cars MH/Typical Condition Avg. Trim/Finish Disposal Drop Stair Dack Attached Bath Floor Vinyl cooling Adea Dishwasher Scuttle Porch Detached Fence 4'Chain Link Bath Wainscot Molded Fiberglass Central Yes Fan/Hood Floor Built-In Fans 1 Car+ Doors MH Wood Other Microwave Heated Pool Carport Washer/Dryer Finished Det.Sheds/128sf All in average condition Condition Avg Driveway Additional features (special energy efficient items, etc.): Metal siding, cathedral ceilings, carpeted living room/dining, vinyl thruout remainder, mica counters and cabinets; ceiling fans; 1 car+ covered parking, & 128sf of detached sheds. 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 average quality, have been adequately maintained and are in above average condition relative to actual age. Physical depreciation is based on a total economic life of the typical 35 years Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the No adverse environmental conditions noted on the subject site or in the immediate vicinity. immediate vicinity of the subject property.:

Project No. 4043

Project No. 4043 File No. 02-78-14

<u>Va</u>	uation Section	UN	IIFORM RES	IDENTIAL .	APPRAISAL I	REPORT	File No. 02-78-14	
	ESTIMATED SITE VALUE	Unimproved site		18,0	OO Comments on Cost	Approach (such as,	source of cost estimate, :	site value,
	ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:			440 /			and FmHA, the estimated	
		<u>2</u> Sq. Ft. @ <b>\$</b> <u>46.00</u> 8 Sq. Ft. @ <b>\$</b> 15.00		.112 .920			ittached for floor pla evelopedto its higher	
	Dotaciico arioto, 12	· · · · · · · · · · · · · · · · · · ·	<u>'</u>	1950			locational obsolesc	
HUMURAL	Garage/Carport 639	Sq. Ft. @\$ 12.00	) = 7	,668			land value. Costs a	
	Total Estimated Cost New			700 /			& completed apprais	als
PAST	Less Physi	1 /	External		retained in the	appraiser's offic	e files.	
	Depreciation35 Depreciated Value of Impre	5,310 /	=\$ <sub>.</sub>	35,3		A B	is Nathad	
1	"As-Is" Value of Site Impro		=\$ =\$		90 Depreciation - 6 00 Estimated rema			<del>/-</del>
	INDICATED VALUE BY CO		=\$	66,8		anang coondinac	ilio - 10 Yours.	
	(TEM	SUBJECT /	COMPARABL	E NO. 1	COMPARABL		COMPARABLE	NO. 3
	11152 Wagon Trail ✓ /		26788 Stardust Dr		11243 Tango Drive		11147 Safari Drive	
	Address 25-47-25-B		25-47-25-B4-0021		25-47-25-B4-0021		25-47-25-B4-00205	5.0050 V
	Proximity to Subject Sales Price	\$ Not a Sale	0.23 mile southea \$	st √ 70,000	0.27 mile southeas		0.13 mile south	64,600
	Price/Gross Living Area	\$ #						205 me 205 km 250
	Data and/or	Inspection	ORB 3768 PG 145		ORB 3624 PG 088		ORB 3634 PG 382	
	Verification Source	Pub.Records	MLS/FARES/Lee		MLS/FARES/Lee (		MLS/FARES/Lee C	
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+()\$ Adjust.
	Sales or Financing Concessions		Conventional \$69,000	1	Conventional	1	FHA	
	Date of Sale/Time	1.0	11/05/02	<del></del>	\$75,000 04/16/02	<del> </del>	\$64,000 04/30/02	,
	Location	LeitnerCrkManor	LeitnerCrkManor	<u>-</u>	LeitnerCrkManor	<del> </del>	LeitnerCrkManor	<u> </u>
	Leasehold/Fee Simple	Fee	Fee		Fee		Fee	
	Site	8,100sf	5,700sf	+2,000	5,700sf	+2,000	5,100sf	+2,000
	View	Residential	Residential	<del></del>	Residential	<del> </del>	Residential	
	Design and Appeal  Quality of Construction	Doublewide MH/Average	Doublewide MH/Good	-2,600	Doublewide	0.000	Doublewide	0.000
	Age	Eff=17, A=29	Eff=11, A=27	-2,600 -6,200	MH/Good Eff=9, A=21	-2,600 -8,300	MH/Good Eff=14, A=21	-2,600 -3,100
	Condition	Above Avg.	Superior	-6,200	Superior	-8,300	Superior	-3,100
	Above Grade	Total Borms Baths	Total Borms Baths		Total 8drms Baths		Total Borms Baths	
S	Room Count	6 4 2	6 4 2		6 3 2		4 2 2	
Λ	Gross Living Area	<u>1,372 Sq. Ft.</u>	1,152 Sq. Ft.	+7,000	1,248 Sq. Ft.	+4,000	1,056 Sq. Ft.	<i>6</i> +10,100
NA N	Basement & Finished	None	None		None	:	None	
ģ	Rooms Below Grade	N/A Adagusto	N/A Adagusto	<del>:</del>	N/A	<del>!</del>	N/A	L
PA	Functional Utility Heating/Cooling	Adequate Central	Adequate Central	!	Adequate Central	<del></del>	Adequate Central	
CO	Energy Efficient Items	Typical	Typical	<del>!</del>	Typical	i — —	Typical	
SALES	Garage/Carport	1 Carport+	None	+2,500	1 Carport	+1,000	1 Carport	+1,000
5	Porch, Patio, Deck,	None	None	: "	312sf Scr.Porch	-2,500	216sf Vinyl Porch	-2,400
	Fireplace(s), etc.	128sf Sheds	None	+900	80sf Shed 1	+400	None	+1,000
	Fence, Pool, etc. Other Feratures	Fence None	Fence None		None None	+1,000	None	+1,000
	Net Adj. (total)	Nume	+     - \$	2,600	1 + 🖂 - \$	13,300	100sf Att. Utility	3,100
	Adjusted Sales Price		A STATE OF THE STA	/	and United Colors	/ / / /	CO. AVEL AND A	9,100
	of Comparable	7 7 5 4 W	Gross 39.7 % \$	67,400			Gross 42,0 % \$	67,700
	Comments on Sales Comp						ments. Sales recor	
	months prior to the appraisal date are among the most recent sales of adequately priced manufactured homes in Leitner Creek Manor. Gross & line item adjustments exceeded recommended parameters due primarily to the subject's age/condition. However, the adjustments appear to							
	be market supported		<del></del>		to the subject's age	rcondition. How	vever, the adjustmen	its appear to
	bo marker supported	Tana do not adverse	sy amout the iniai ve	ilde egumete.				
	ITEM	SUBJECT	COMPARABL		COMPARABLE		COMPARABLE	NO. 3
	Date, Price and Data	No prior sale	No prior sale noted		No prior sale noted	1	No prior sale noted	
	Source, for prior sales in last 12 mos.  within year of appraisal per Lee County		other than above in past twelve months		other than above in past twelve months		other than above in	
	Analysis of any current agr						past twelve months hip one year of the date of	
	The subject property			y and undigine of all	, prior outdo or outspeet a	- venibaradas MII	Upo your of the trace of	мрртинов.
	INDICATED VALUE BY SAI						\$	67,000
	INDICATED VALUE BY INC					<u> Aross Rent Multiplier</u>	=\$	
			ct to the repairs, alteration					
Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached  Special Limiting Conditions.						acued		
			Anaysis typically be	st reflects the a	ctions and attitudes	of participants	in the marketplace.	The Cost
	inal Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost  Approach receives less emphasis. Insufficient market data is available for a reliable GRM.							
N								
4710	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							
CILI			on that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised <u>6/93</u> ).					
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF November 23					23, 2002			
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE  APPRAISER: Part Repuling, Associate  Supervisory Appraiser (Office Frequency): J. Lee Norris, MAI, SRA  Signature  Signature						SRA		
	Name Phil Benning, A	ssociate				SRA		t Property
			7 — —			nber 13, 2002		
	Date Report Signed Dec State Certification # 000					43 St. Cert. Ge		

COMEYLANDS



## 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 April 7, 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 229, Arias & Munguia

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-0964853	Fund File Number	18-2003-204
Effective Date: Dec	ember 11, 2002 at 11:00 p.m. Agent's Fi	le Reference: Three Oaks Pk	wy S Extension

1. Policy or Policies to be issued: Proposed Amount of Insurance

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

To Be Determined

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:

Teodoro Romero Arias and Leticia Pineda Munguia

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

Lot 18, Block 1, 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.: 1371000

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

**MAILING ADDRESS:** 

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

Rev.1.2

## **FUND COMMITMENT**

#### Schedule B

Commitment No. CF-0964853

Fund File Number 18-2003-204

- 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 Teodoro Romero Arias and Leticia Pineda Munguia 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 Teodoro Romero Arias and Leticia Pineda Munguia to Thomas Patrick Dowdal and Jacqueline Dowdal dated March 6, 1998 and recorded in O.R. Book 2929 Page 1314, of the public records of Lee County, Florida.
  - 5. Release of Utility Service Lien by Bonita Springs Utilities Inc., recorded January 29, 2002 in O.R. book 3568 Page 1809, of the public records of Lee County, Florida.
  - 6. Proof of payment of taxes for the year 2002 must be furnished, and any tax certificates issued with respect thereto must be canceled by the clerk of court.
- 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-0964853

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- (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
- (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
- 4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Leitner Creek Manor Unit 2, as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida.
- 5. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 808, assigned to Leitner Creek Manor Property Owners Association Inc, May 6, 1995 in OR. Book 2603 Page 3024, Public Records of Lee County, Florida.
- 6. Easement in favor of Bonita Springs Water System, contained in instrument recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida.
- 7. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189 Page 3281; an amended by Ordinance No. 86-38 in O.R. Book 2189 Page 3334, Public Records of Lee County, Florida.
- 8. Attorneys' Title Insurance Fund, Inc. has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy.

## 5-Year Sales History

Parcel No. 229

Three Oaks Parkway South Extension Project No. 4043

**NO SALES in PAST 5 YEARS**