

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

**Blue Sheet No. 20030589**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the acquisition of Parcel 317, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$155,000, 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

*CLB*

**3. MEETING DATE:**  
*06-10-2003*

**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 *KLF*

**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-simple interest in the property, improved with a single-family home, located in San Carlos Estates at 24001 Cock Robin Lane, Bonita Springs, being further identified as STRAP No.: 14-47-25-B2-00200.0240.

The owners of Parcel 317, Felix Botello and Lidia Botello, have agreed to sell the property to the County for \$155,000.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$2,000. The seller is responsible for real estate broker and attorney fees, if any.

The property was appraised by the firm of Carlson, Norris and Associates, Inc., with a resulting value of \$150,000.

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

**Attachments:** Purchase Agreement  
Appraisal (with Location Map)  
Letter from City of Bonita Springs  
Ownership/Title Data  
5-Year Sales History

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
<i>KLF</i>			<i>BAO</i> <i>5/19/03</i>	<i>John J</i> <i>Director</i> <i>5/28/03</i>	<i>5/27/03</i>	<i>5/27/03</i>	<i>5/27/03</i>	<i>5/27/03</i>	<i>HS</i> <i>5/24/03</i>

**10. COMMISSION ACTION:**  
 APPROVED  
 DENIED  
 DEFERRED  
 OTHER

**RECEIVED BY:**  
COUNTY ADMIN. *EW*  
*5/23/03*  
**FORWARDED TO:** *HS*  
*5/29/03*

**CO. ATTY.**  
*5/22/03*  
*13:00 PM*  
**CO. ATTY.**  
**FORWARDED TO:**  
*5/22/03*

This document prepared by

Lee County  
County Lands Division  
Project: Three Oaks Parkway Extension, No.4043  
Parcel: 317/Botello  
STRAP No.: 14-47-25-B2-00200.0240

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 Felix Botello and Lidia Botello, husband and wife, hereinafter referred to as SELLER, whose address is 24001 Cock Robin 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 Cock Robin Lane, Bonita Springs, Florida 34135 and more particularly described as Tract 24, SAN CARLOS ESTATES, according to the plat thereof, as recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Fifty-Five Thousand and No/100 (\$155,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any

federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

**12. TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this

Agreement, but before closing, BUYER may terminate this Agreement without obligation.

**13. DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before one hundred eighty (180) 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:

Joseph Felix Gomez

SELLER:

Felix Botello 4-24-03  
Felix Botello (DATE)

WITNESSES:

Joseph Felix Gomez

SELLER:

Lidia Botello 4-24-03  
Lidia Botello (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: Felix & Lidia Botello
PARCEL NO.: 317

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

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

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

Upon the BUYER'S written acceptance of this Agreement, SELLER hereby gives permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

Handwritten signature of a witness on a line.

SELLER:

Handwritten signature of Felix Botello and date 4-24-03 on a line.

WITNESSES:

Handwritten signature of a witness on a line.

SELLER:

Handwritten signature of Lidia Botello and date 4-24-03 on a line.

BUYER:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY: DEPUTY CLERK (DATE)

BY: CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



Summary Appraisal Report UNIFORM RESIDENTIAL APPRAISAL REPORT

Project No. 4043 Form No. 02-78-20

Property Address 2401 Cock Robin Lane City Bonita Springs State FL Zip Code 34135-7873

Legal Description Tract 24 San Carlos Estates UNREC, OR 557/354 Parcel 3177 County Lee

Assessor's Parcel No. 14-47-25-B2-00200, 0240 Tax Year 2001 R.E. Taxes \$ 617.16

Appraiser Phil Berning, Associate Address 1919 Courney Drive, Suite 14, Fort Myers, FL 33901

Location Urban Suburban Rural Predominant occupancy Single family housing

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time)

Project information for PUD (if applicable) - - is the developer/builder in control of the Home Owners' Association (HOA)?

Describe common elements and recreational facilities: Dimensions 165' x 330'

Site Specific zoning classification and description AG-2 Agricultural/Residential

EXTERIOR DESCRIPTION Foundation Concrete Slab Slab Foundation

ROOMS Living Dining Kitchen Den Family Rm. Rec. Rm. Bedrooms # Baths Laundry Other

Interior Features Carpet/Vinyl Walls Drywall

Additional features (special energy efficient items, etc.): Cathedral ceiling living room/kitchen/dining area

Comments 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.

# UNIFORM RESIDENTIAL APPRAISAL REPORT

Project No. 4043

File No. 02-78-20

Valuation Section

ESTIMATED SITE VALUE ..... Unimproved site .....	= \$	53,000	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): <b>See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs &amp; completed appraisals retained in the appraiser's office files.</b>
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:			
Dwelling 1,297 Sq. Ft. @ \$ 54.00 =	= \$	70,038	
Cov. Entry, 80 Sq. Ft. @ \$ 18.00 =	=	1,080	
Patio, 18sf @ \$6.00/sf	=	108	
Garage/Carport 408 Sq. Ft. @ \$ 24.00 =	=	9,792	
Total Estimated Cost New .....	= \$	81,018	
Less Physical Functional External			
Depreciation 1,353	= \$	1,353	
Depreciated Value of Improvements .....	= \$	79,665	
*As-Is* Value of Site Improvements .....	= \$	18,400	
INDICATED VALUE BY COST APPROACH .....	= \$	151,065	

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	24001 Cock Robin Lane Tract 24	24299 Sunny Lane Tract 289	24311 Sunny Lane Tract 331	24508 Claire Street Tract 458
Proximity to Subject		0.29 mile southeast	0.30 mile southeast	1.18 miles southeast
Sales Price	\$ Not a Sale	\$ 166,500	\$ 150,000	\$ 160,000
Price/Gross Living Area	\$ 116.27	\$ 112.44	\$ 101.85	
Data and/or Verification Source	Inspection Pub. Records	ORB 3721 PG 3720 MLS/FARES/Lee County	ORB 3611 PG 3294 MLS/FARES/Lee County	ORB 3591 PG 4461 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Sales or Financing Concessions		Conventional \$133,200	Conventional \$135,000	Conventional \$152,000
Date of Sale/Time		09/06/02	03/30/02	03/09/02
Location	San Carlos Ests	San Carlos Ests	San Carlos Ests	San Carlos Ests
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	1.25 acres	1.25 acres	1.25 acres	1.25 acres
View	Residential	Residential	Residential	Residential
Design and Appeal	Ranch	Ranch	Ranch	Elev. Piling
Quality of Construction	CBS/Avg.	CBS/Superior -3,900	Frame/Avg.	Frame/Superior -3,900
Age	Eff=1, A=1	Eff=7, A=13 +4,000	Eff=4, A=5 +2,000	Eff=4, A=7 +2,000
Condition	Good	Inferior +4,000	Inferior +2,000	Inferior +2,000
Above Grade Room Count	Total Bdrms: Baths 6 3 2	Total Bdrms: Baths 6 3 2	Total Bdrms: Baths 6 3 2	Total Bdrms: Baths 6 3 2
Gross Living Area	1,297 Sq. Ft.	1,432 Sq. Ft. -4,700	1,334 Sq. Ft. -1,300	1,574 Sq. Ft. -9,700
Basement & Finished Rooms Below Grade	N/A	N/A	N/A	N/A
Functional Utility	Good	Good	Good	Good
Heating/Cooling	Central	Central	Central	Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	2 Garage	Det. 2 Garage -3,500	2 Garage	1 Carport +3,000
Porch, Patio, Deck, Fireplace(s), etc.	18sf Patio	128sf Scr. Porch -1,500	80sf Scr Porch -1,000	161sf Cov. Porch -1,500
Fence, Pool, etc.	None	240sf Det. Utility -4,500	None	210sf Fin. Utility -4,000
Other Features	None	Fenced -2,000	Fenced -2,000	Fenced -2,000
Net Adj. (total)		\$ 12,100	\$ 300	\$ 14,100
Adjusted Sales Price of Comparable		\$ 154,400	\$ 149,700	\$ 145,900

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): **See attached comments. Sales over 1 mile distant, and recorded over 6 months prior to the appraisal date are among the most recent sales of adequately priced homes in San Carlos Estates.**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No sale in the last 12 mos. per Lee Co.	No prior sale noted other than above in past twelve months	No prior sale noted other than above in past twelve months	No prior sale noted other than above in past twelve months

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:  
**The subject property is not listed in the regional MLS.**

INDICATED VALUE BY SALES COMPARISON APPROACH ..... \$ 150,000

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

This appraisal is made  "as is"  subject to the repairs, alterations, inspections or conditions listed below  subject to completion per plans & specifications.

Conditions of Appraisal: **No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.**

Final Reconciliation: **The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. Insufficient market data is available for a reliable GRM.**

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF November 23, 2002 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 150,000

APPRAISER: Phil Benning, Associate SIGNATURE: [Signature] SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA SIGNATURE: [Signature]  Did  Did Not

Name: Phil Benning, Associate Name: J. Lee Norris, MAI, SRA Inspect Property

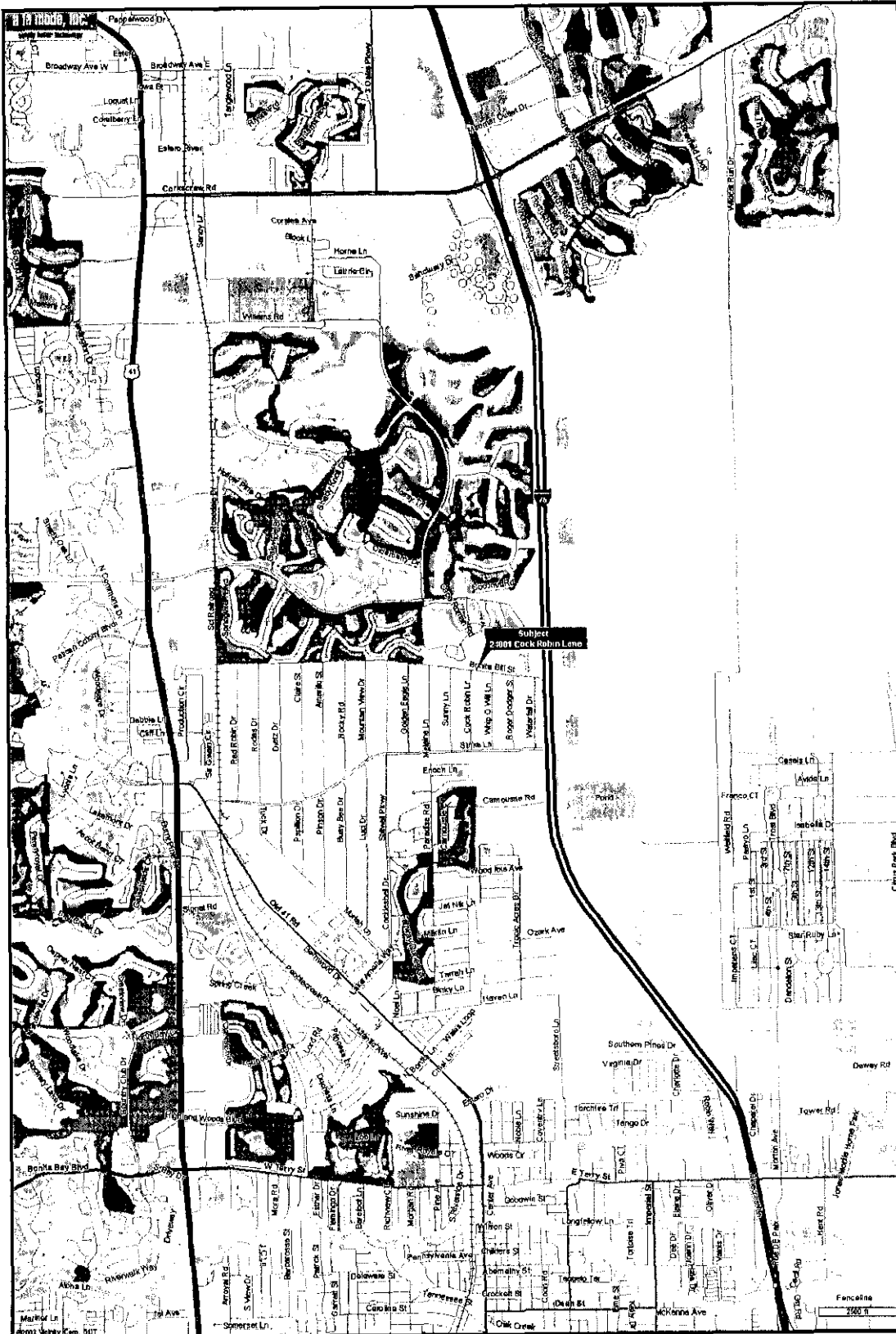
Date Report Signed: November 25, 2002 Date Report Signed: November 25, 2002

State Certification # 0001220 St. Cert. Res. REA State FL State Certification # 0000643 St. Cert. Gen. REA State FL

Or State License # \_\_\_\_\_ State \_\_\_\_\_ Or State License # \_\_\_\_\_ State \_\_\_\_\_

# Location Map

Borrower/Client	BOTELLO, Felix & Lidia						
Property Address	24001 Cock Robin Lane						
City	Bonita Springs	County	Lee	State	FL	Zip Code	34135-7673
Lender	Lee County - County Lands						





**RECEIVED**  
MAY 16 2003

**COUNTY LANDS**

*City of  
Bonita Springs*

May 13, 2003

9220 BONITA BEACH ROAD  
SUITE 111  
BONITA SPRINGS, FL 34135  
TEL: (941) 390-1000  
FAX: (941) 390-1004

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

**Paul D. Pass**  
Mayor

RE: Purchase Agreement – Three Oaks Parkway Extension  
Project No. 4043  
Parcel 317, Botello

**Wayne P. Edsall**  
Councilman  
District One

Dear Mr. Gomez:

**Jay Arend**  
Councilman  
District Two

The agreed upon purchase conditions for the aforementioned parcel  
are reasonable and purchase is recommended by my office.

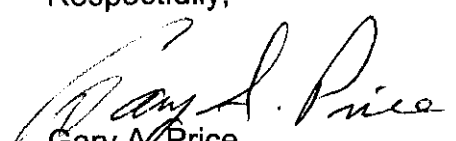
**R. Robert Wagner**  
Councilman  
District Three

If you need further authorization, feel free to contact me.

**John C. Warfield**  
Councilman  
District Four

Respectfully,

**David T. Piper, Jr.**  
Councilman  
District Five

  
Gary A. Price  
City Manager

**Ben L. Nelson, Jr.**  
Councilman  
District Six

GAP/kw

**Gary A. Price**  
City Manager

**Audrey E. Vance**  
City Attorney

**FUND COMMITMENT**

**Schedule A**

**Commitment No.:** CF-1056949  
**Effective Date:** March 25, 2003 at 5:00 P.M.

**Fund File Number** 18-2003-2038  
**Agent's File Reference:** 03-1126

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

**OWNER'S:** ALTA Owner's Policy (10/17/92). \$155,000.00

**Proposed Insured:**

Lee County, a political subdivision of the State of Florida

**MORTGAGEE:**

**Proposed Insured:**

**2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:**

Felix Botello and Lidia Botello

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


Tract 24, SAN CARLOS ESTATES, an unrecorded subdivision, according to the map or plat thereof as recorded in O.R. Book 557, Page(s) 354 and 355, Public Records of Lee County, Florida.

**AGENT NO.:** 13710  
**ISSUED BY:** Law Offices of John D. Spear PA

**MAILING ADDRESS:**

9200 Bonita Beach Rd Ste 204  
Bonita Springs, Fl 34135

**AGENT'S SIGNATURE**

  
\_\_\_\_\_  
Law Offices of John D. Spear PA

# FUND COMMITMENT

## Schedule B

Commitment No.: CF-1056949

Fund File Number 18-2003-2038

**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 Felix Botello and Lidia Botello, husband and wife to the proposed insured purchaser(s).
3. *A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.*
4. Satisfaction of the mortgage from Felix Botello and Lidia Botello to Trust America Mortgage, Inc dated June 8, 2001 and recorded in O.R. Book 3435, Page 587, and assigned to Homeside Lending, Inc. by assignment filed in O.R. Book 3490, Page 4687 and O.R. Book 3506, Page 825, Public Records of Lee County, Florida.
5. Satisfaction or other disposition of the Order against a Felix Botello, Jr., recorded in O.R. Book 2836, Page 265, Public Records of Lee County, Florida. Note: Said Order grants a judgment for court cost and fees.

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**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-1056949

**Fund File Number** 18-2003-2038

- (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
- (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of San Carlos Estates, unrecorded subdivision, as recorded in O.R. Book 557, Page(s) 344 and 355, Public Records of Lee County, Florida.
  5. Declaration dedicating right-of-ways to the public recorded in O.R. Book 507, Page 135, Public Records of Lee County, Florida.
  6. Judgment creating and incorporating San Carlos Estates Drainage District and Final Order approving a tax for the maintenance of same recorded in O.R. Book 521, Page 120 and O.R. Book 1624, Page 890, Public Records of Lee County, Florida. (Note: Maintenance fees are include in the ad valorem tax bill.)
  7. Dedication of Easements to the San Carlos Estates Drainage District recorded in O.R. Book 535, Page 826, Public Records of Lee County, Florida.
  8. Oil, gas, mineral, or other reservations as set forth in deed by American International Land Corporation recorded in O.R. Book 1159, Page 523, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
  9. Taxes for the year 2003, which are not yet due and payable.
  10. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.

For Information: There is a Mortgage recorded in O.R. Book 3627, Page 4151 which incorrectly recites Tract 24 as being the encumbered property.

# 5-Year Sales History

Parcel No. 317

Three Oaks Parkway South Extension  
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
First Home Builders of Florida	Felix & Lidia Botello	\$112,000.00	06/08/01	Y
Todd & April McDaniel	First Home Builders of Florida	\$100.00	04/12/00	N
John & Evelyn Curratello	Todd & April McDaniel	\$15,900.00	01/04/00	Y*

\*This transaction represents the transfer of vacant land.