

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20030623

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 230, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$44,000, 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

C6A

3. MEETING DATE:

06-17-2003

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 mobile home, located at 11146 Wagon Trail in Leitner Creek Manor, being further identified as STRAP No.: 25-47-25-B4-00201.0170.

The owner of Parcel 230, Eduardo Mancilla, has agreed to sell the property to the County for \$44,000.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$1,000. 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 \$42,000.

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 (Location Map Included)
 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
<i>K. Forsyth</i>			<i>BAD 5/30/03</i>	<i>John J. Dreyer 5-30-03</i>	<i>OA 5/30/03</i>	<i>OM 5/30/03</i>	<i>RISK 6/2/03</i>	<i>GC 6-3/03</i>	<i>5/30-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 5/30/03
 Time: 2:30 PM
 Forwarded To: Co. ADM. 5/30/03 4:14

5/30/03
 4:10
 COUNTY ADMIN.
 FORWARDED TO:
 6/2 10:30

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 230/Mancilla

STRAP No.: 25-47-25-B4-00201.0170

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 Eduardo Mancilla, Owner, hereinafter referred to as SELLER, whose address is, 13007 Rosstown Drive, Sugar Land, Texas 77478, 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 .186 acres more or less, and located at 11146 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 17, Block 1, LEITNER CREEK MANOR, Unit 2, a subdivision according to the plat or map thereof, recorded in Plat Book 30, Pages 79 and 80, of the Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway South Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Forty-Four Thousand and No/100 (\$44,000.00), 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 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.

TWO WITNESSES:

[Signature]
[Signature]

SELLER:

Eduardo Mancilla 5/12/03
Eduardo Mancilla (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: Mancilla
PARCEL NO.: 230

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for moving expenses, the manufactured home (Model 1973 Merc.), additions, improvements, detached shed(s), carport, fencing, landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, awnings, doors and floor covering, as of the date of the BUYER'S appraisal.

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

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

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

TWO WITNESSES:

[Signature]
[Signature]

SELLER:

Eduardo Mancilla
Eduardo Mancilla (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

File No. 02-78-22

Property Address: 11146 Wagon Trail, Parcel 230, City Bonita Springs, State FL, Zip Code 34135-5367. Legal Description: Lot 17, Leitner Creek Manor Unit 2, Blk 1, PB 30, PG 80. Assessor's Parcel No. 25-47-25-B4-00201.0170. Tax Year 2002, R.E. Taxes \$ 739.50, Special Assessments \$ 197/Yr.

Location: Urban, Over 75%. Single family housing, Present land use % 100. Land use change: Not likely. Property values: Increasing, Stable. Demand/supply: Shortage. Marketing time: Under 3 mos.

Note: Race and the racial composition of the neighborhood are not appraisal factors. Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), E. Terry Street (S). Maturely developed with predominately single family and manufactured homes.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): No unusual marketing concessions are necessary for this market area.

Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? No. Approximate total number of units in the subject project: N/A.

Dimensions: 60' x 135' per County Records. Site area: 8,100 S.F. Specific zoning classification and description: MH-1, Mobile Home Conservation. Utilities: Electricity, Gas, Water, Sanitary sewer, Storm sewer.

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.

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

Table with columns: ROOMS, # Baths, Laundry, Other, Area Sq. Ft. Rows include Basement, Level 1, Level 2.

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

Additional features (special energy efficient items, etc.): Metal siding, carpet, vinyl kitchen & bath floors, ceramic front bedroom floor, mica counter/cabinets; cultured marble vanity top/sink, 2 window units for air conditioning, and 2 detached metal storage sheds of 100sf each.

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, and have been maintained in MOL average condition relative to actual age.

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.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Project No. 4043

File No. 02-78-22

Valuation Section

ESTIMATED SITE VALUE Unimproved site		= \$	18,000
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:			
Dwelling	667 Sq. Ft. @ \$ 43.00	= \$	28,681
	Sq. Ft. @ \$	=	
Detached Sheds, 200sf	@ \$16.00/sf	=	3,200
Garage/Carport	261 Sq. Ft. @ \$ 12.00	=	3,132
Total Estimated Cost New		= \$	35,013
Less Depreciation	Physical 19,009 Functional External	= \$	19,009
Depreciated Value of Improvements		= \$	16,004
As-is Value of Site Improvements		= \$	9,700
INDICATED VALUE BY COST APPROACH		= \$	43,704

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): 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 & completed appraisals retained in the appraiser's office files.

Depreciation - Economic Age/Life Method
 Estimated remaining economic life = 16 years.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	11146 Wagon Trail 25-47-25-B4-00201.0360	26719 Stardust Trail 25-47-25-B4-00201.0700	11141 Wagon Trail 25-47-25-B4-00203.0150	11212 Wagon Trail 25-47-25-B4-00201.0260
Proximity to Subject		0.19 mile south	0.03 mile south	0.13 mile east
Sales Price	\$ Not a Sale	\$ 52,000	\$ 40,000	\$ 51,600
Price/Gross Living Area	\$ /sq ft	\$ 72.22 /sq ft	\$ 59.52 /sq ft	\$ 73.50 /sq ft
Data and/or Verification Source	Inspection Pub. Records	R.A. Richardson, Atty/Closing Agt MLS, Realtor/FARES	ORB 3763 PG 1148 MLS/FARES/Lee County	ORB 3731 PG 4400 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing Concessions		Cash Indicated	Conventional \$32,000	Convent. +PMM \$44,250
Date of Sale/Time		01/24/03	10/30/02	09/19/02
Location	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	8,100sf	5,600sf +2,000	8,100sf	8,100sf
View	Residential	Residential	Residential	Residential
Design and Appeal	Singlewide	Singlewide	Singlewide	Singlewide
Quality of Construction	MH/Average	MH/Superior -2,800	MH/Inferior +1,400	MH/Superior -1,400
Age	Eff=19, A=30	Eff=17, A=29 -1,000	Eff=19, A=30	Eff=14, A=26 -2,500
Condition	Average	Superior -1,000	Average	Superior -2,500
Above Grade Room Count	Total Bdrms: Baths 4 2 1	Total Bdrms: Baths 4 2 2 -2,000	Total Bdrms: Baths 4 2 1	Total Bdrms: Baths 4 2 1
Gross Living Area	667 Sq. Ft.	720 Sq. Ft. -1,700	672 Sq. Ft.	702 Sq. Ft. -1,100
Basement & Finished Rooms Below Grade	None	None	None	None
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	2 Window Units	Central/Central -2,000	Central/Window	Central/Central -2,000
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	1 Carport	1 Carport	1 Carport	1 Carport
Porch, Patio, Deck, Fireplace(s), etc.	None	150sf Vinyl Porch -1,500 64sf Shed +1,100	270sf Encl. Porch -3,700 80sf Shed +1,000	None None +1,600
Fence, Pool, etc.	None	None	None	None
Other Features	None	80sf Att. Utility -600	120sf Att. Utility -1,000	50sf Att. Utility -400
Net Adj. (total)		9,500	2,300	8,300
Adjusted Sales Price of Comparable		Gross 30.2 \$ 42,500	Gross 17.0 \$ 37,700	Gross 22.3 \$ 43,300

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sales recorded over 6 months prior to the appraisal date are among the most recent sales of adequately priced singlewide manufactured homes in Leitner Creek Manor. Adjustments exceeded recommended parameters due primarily to the subject's lack of central HVAC and the comparables' enclosed porches. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.

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 was not listed in the regional MLS.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 42,000

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 January 20, 2003
 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 42,000

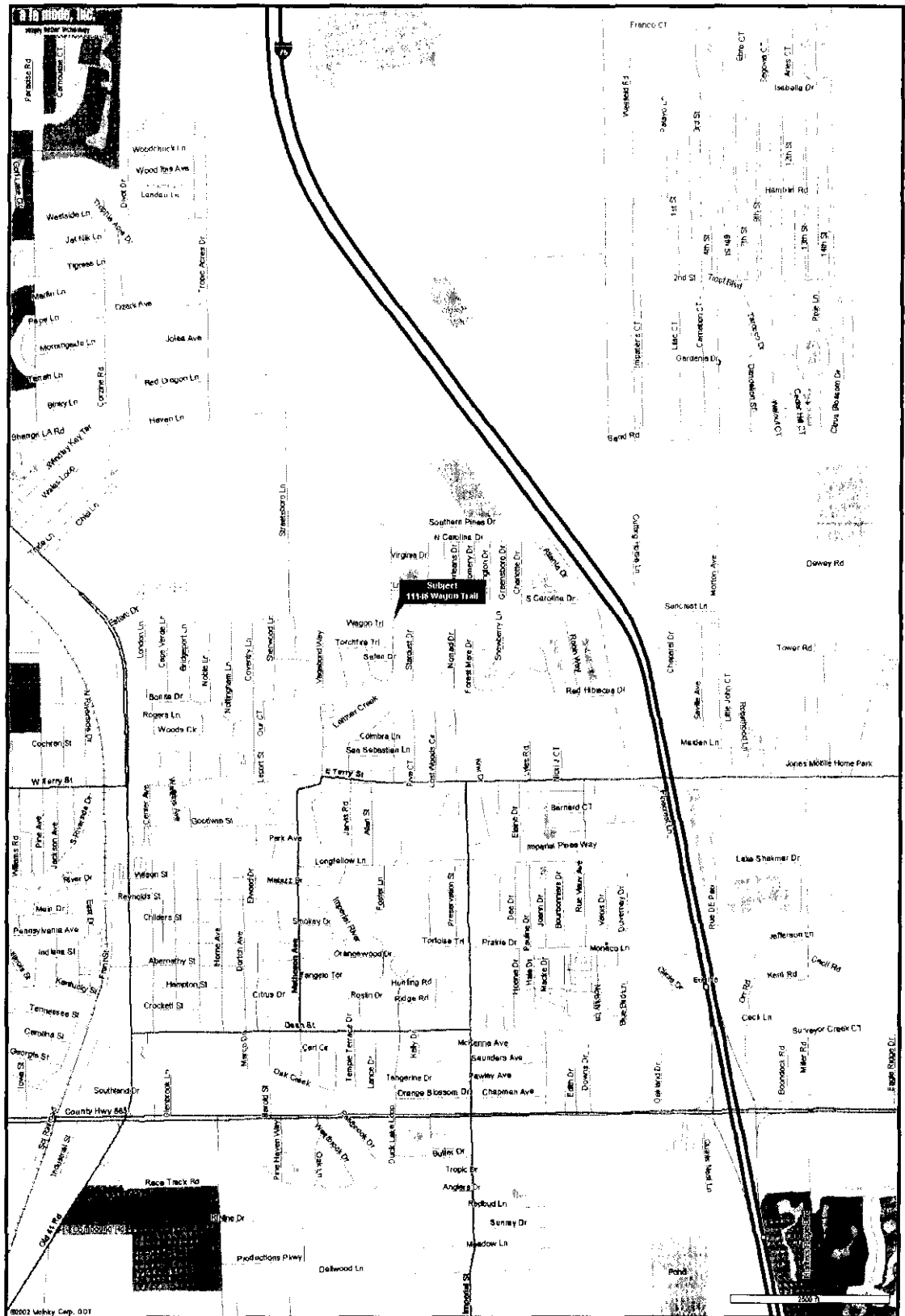
APPRAISER: Phil Benning, Associate
 Signature: *Phil Benning*
 Name: Phil Benning, Associate

SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
 Signature: *J. Lee Norris*
 Name: J. Lee Norris, MAI, SRA
 Did Did Not inspect Property

Date Report Signed February 6, 2003
 State Certification # 0001220 St. Cert. Res. REA State FL
 State Certification # 0000643 St. Cert. Gen. REA State FL

Location Map

Borrower/Client MANCILLA, Eduardo
Property Address 11146 Wagon Trail
City Bonita Springs County Lee State FL Zip Code 34135-5367
Lender Lee County - County Lands





RECEIVED
MAY 20 2003
COUNTY LANDS

*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

May 16, 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 230, Mancilla

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- 1024368
Effective Date: January 20, 2003 at 11:00 P.M.

Fund File Number 18-2003-849
Agent's File Reference: 03-1065

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

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

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:**

Eduardo Mancilla ✓

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

Lot 17, 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.: 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-1024368

Fund File Number 18-2003-849

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 Eduardo Mancilla, joined by spouse, if married, to the proposed purchaser(s).* ✓
3. *A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.*
4. *Sufficient proof must be furnished and placed of record to establish that at the time of the conveyance of the subject property to Edward Kaylor and Virginia Kaylor by deed recorded under O.R. Book 1771, Page 3914, Public Records of Lee County, Florida, the subject property did not constitute the homestead of the Grantors under said deed, or that said Grantors was unmarried at the time of such conveyance.* ✓

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:*
 - (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*

○ **FUND COMMITMENT** ○
Schedule B

Commitment No.: CF-1024368

Fund File Number 18-2003-849

- (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. Easement in favor of Bonita Springs Utilities, Inc, contained in instrument recorded January 29, 2002, in O.R. Book 3568, Page 1815, Public Records of Lee County, Florida.
UTILITY SERVICE LIEN- SEE COPY
 5. endorsement is issued stating the amount of the proposed policy.
 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
 7. 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.
 8. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 808; O.R. Book 773, Page 856 and assigned in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida. - *UTILITY EASEMENTS P/L*
 9. Right-of-way Agreement recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida. - *UTILITY EASEMENT - ALL STREETS*
 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.
 11. Taxes for the year 2003, which are not yet due and payable.
 12. Attorneys' Title Insurance Fund, Inc. has no liability under this commitment until an Subject to rights of tenants under unrecorded leases, if any.

5-Year Sales History

Parcel No. 230

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Virginia Kaylor	Eduardo Mancilla	\$26,500.00	08/03/98	Y