

**Lee County Board of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20030688**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve acquisition of Parcel 206, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$80,000.00, pursuant to Purchase Agreement; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

**WHY ACTION IS NECESSARY:** The Board must formally accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** The Board avoids Eminent Domain.

**2. DEPARTMENTAL CATEGORY:** 06

**COMMISSION DISTRICT #:** 3

*C6E*

**3. MEETING DATE:**

*07-01-2003*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE 126
  - 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 26688 Nomad Drive in Leitner Creek Manor, being further identified as STRAP No.: 25-47-25-B4-00201.0420.

The owners of Parcel 206, Seferino Martinez and Paula G. Martinez, have agreed to sell the property to the County for \$80,000.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$1,000.00. The seller is responsible for attorney fees and real estate broker fees, if any.

The property was appraised by the firm of Carlson, Norris and Associates, Inc., with a resulting value of \$78,000.00.

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>N/A</i>	<i>N/A</i>	<i>SAO 6/10/03</i>	<i>J. W. ... 6-17-03</i>	OA	OM	RISK	GC	<i>HS 6-18-03</i>
					<i>6-18-03</i>	<i>6/19/03</i>	<i>6/18/03</i>	<i>6-18-03</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
 Date: *6/17/03*  
 Time: *1:46 pm*  
 Forwarded to:  
*CO. ADM. 6/18/03 -AH*

**RECEIVED BY**  
 COUNTY ADMIN. *EN*  
*6/18 10/45*  
 6-19-03

*140 114*

This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway South Extension, No. 4043  
Parcel: 206/Martinez & Martinez  
STRAP No.: 25-47-25-B4-00201.0420

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 Seferino Martinez, a single person, and Paula G. Martinez, a single person, as joint tenants with full rights of survivorship, Owners, hereinafter referred to as SELLER, whose address is, Post Office Box 1145, Bonita Springs, Florida 34133, 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 .191 acres more or less, and located at 26688 Nomad Drive, Bonita Springs, Florida 34135 and more particularly described as Lot 42, 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 Eighty Thousand and No/100 (\$80,000.00), 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 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.

TWO WITNESSES:

J. Maria J. Mathis  
[Signature]

SELLER:

Serefino Martinez 5-15-03  
Serefino Martinez (DATE)

TWO WITNESSES:

Maria M. [Signature]  
[Signature]

SELLER:

Paula G. Martinez 5-15-03  
Paula G. Martinez (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: Martinez & Martinez**  
**PARCEL NO.: 206**

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 (Model 1974 Flaming, Serial No. 12100879), additions, improvements, detached shed(s), carports, 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:

Mania Martinez  
Mania Martinez

TWO WITNESSES:

Mania Martinez  
Josefael Gomez

CHARLIE GREEN, CLERK

**SELLER:**

Serefino Martinez  
Serefino Martinez (DATE)

**SELLER:**

Paula G. Martinez 5.15.00?  
Paula G. Martinez (DATE)

**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**

Project No. 4043

Property Address: 26688 Nomad Drive Parcel 206\*\* City: Bonita Springs State: FL  
 Legal Description: Lot 42, Lelner Creek Manor Unit 2 Bk 1, PB 30, PG 80  
 Assessor's Parcel No: 25-47-25-B4-000201-0420 Tax Year 2002 R.E. Taxes \$ 421.11  
 Borrower: MARTINEZ, Seferino + Paula G. Current Owner: Seferino + Paula G. Martinez Occupant:  Owner  Tenant  Vacant  
 Property rights appraised:  Fee Simple  Leasehold  Project Type: PUD Condominium (HUD/VA only) HOA \$ N/A  
 Neighborhood or Project Name: Lelner Creek Manor Map Reference: 25-47-25  
 Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan changes/concessions to be paid by seller: N/A  
 Lender/Client: Lee County - County Lands Address: P.O. Box 398, Fort Myers, FL 33902-0398  
 Appraiser: Phil Banning Associate Address: 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901  
 County: Lee  
 ZLU Code: 34135-5345  
 File No.: 02-78-41

Location: Urban  Suburban  Rural  Predominant occupancy: Single family housing  
 Built up:  Over 75%  25-75%  Under 25%  
 Growth rate: Rapid  Stable  Slow  Owner  Tenant   
 Property values:  Increasing  Stable  Declining  
 Demand/supply: Shortage  In balance  Over supply  
 Marketing time: Under 3 mos.  3-6 mos.  Over 6 mos.  
 Vac. (over 5%): Vac. (over 5%)  Vacant (0-5%)  Vacant  
 40-80+  15-20  Vacant  
 Present land use %: 100  
 AGE (Yrs): 35 Low New 100+ High 28  
 Multi-family: 2-4 family  
 Commercial: 0  
 Land use change:  Not likely  Likely  
 In process:   
 To: **Three Oaks Parkway Extension Project**

**Notes: 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), Maturity developed with predominantly 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 quality homes that are adequately maintained and that have average-good appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Stable to increasing employment and property values are prevalent.

Market conditions in the subject neighborhood (including support for the above conclusions) related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):  
 No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Supply & demand are in balance, with typical marketing time 4-6 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.

**Project Information for PUDs (if applicable):** -- Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No N/A  
 Approximate total number of units in the subject project: N/A Approximate total number of units for sale in the subject project: N/A  
 Describe common elements and recreational facilities: N/A

Dimensions: 60' x 139' per County Records  
 Site area: 8,340 S.F.  
 Specific zoning classification and description: MH-1, Mobile Home Conservation  
 Zoning compliance:  Legal  Legal nonconforming (grandfathered use)  Illegal  
 Highest & best use as improved:  Present use  Other use (explain)  
 Utilities: Public  Other  
 Electricity:  Off-site improvements  
 Gas: Street Asphalt paved Type: Public Private  
 Water: Curbside None  
 Sanitary sewer: Sidewalk None  
 Storm sewer: Street lights Pole lights  
 Alley: None  
 Comments (apparent adverse assessments, encroachments, special assessments, side areas, illegal or legal nonconforming zoning use, etc.):  
 Conditions observed, no site survey provided. The site is a typical building lot. Site improvements: Fill/replacement/scraping/sod \$1,500, impact fee \$2,700, water/sewer \$4,000, driveway, \$1,600, chain link fence \$2,000.  
 No adverse site

GENERAL DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	One	Concrete Piers	Slab	Area Sq. Ft.	None	Roof	None
Type (Per./Att.)	Detached	Exterior Walls	MH/Metal	Basement	% Finished	N/A	Ceiling
Design (Style)	Doublewide	Floor Surface	MH/Metal	Basement	Finishing	N/A	Walls
Existing/Proposed	Existing	Garbs & Dimns.	Aluminum	Sump Pump	None	N/A	Floor
Age (Yrs.)	29/1974	Window Type	Alum. SH	Dampness	N/A	N/A	Floor
Effective Age (Yrs.)	12 years	Storm/Screen	No/Yes	Settlement	N/A	N/A	None
ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.
Basement	Area	1	Area	1	Area	1	Area
Level 1	Area	1	Area	1	Area	1	Area
Level 2	Area	1	Area	1	Area	1	Area

HEATING		KITCHEN EQUIP.		ATTIC		BATH/FINISHES	
Adq.	Adq.	Per./Att.	Per./Att.	None	None	Fireplace(s) #	0
Range/Oven	Range/Oven	Stairs	Stairs	Drop Stair	Deck	Porch	Chain Link
Disposal	Disposal	Fanhood	Fanhood	Floor	Heated	Pool	Carport
Condition Avg.	Condition Avg.	Washer/Dryer	Washer/Dryer	Finished	Finished	(2) Sheds/139sf	2 Cars
COOLING	Adq.	Other	Other	Microwave	Microwave	Carport	Driveway
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Condition Avg.	Condition Avg.	Condition Avg.	Condition Avg.	Condition Avg.	Condition Avg.	Condition Avg.	Condition Avg.
Adq.	Adq.	Adq.	Adq.	Adq.	Adq.	Adq.	Adq.

Additional features (special energy efficient items, etc.): Vinyl floors thruout except for tile in hall bath, mica counter/cabinets, ceiling fans, window treatments, 2 sheds of 139sf and a detached frame/fabric 200sf carport.  
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.:  
 Functional or external obsolescence was noted. The improvements are of good quality, and have been maintained in above average condition relative to actual age. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years in lieu 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 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. 02-78-41

**Valuation Section**

<p><b>ESTIMATED SITE VALUE</b> Unimproved site = \$ 18,000</p> <p><b>ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:</b></p> <p>Dwelling 1,230 Sq. Ft. @ \$ 50.00 = \$ 61,500</p> <p>2 Sheds, 139 Sq. Ft. @ \$ 16.00 = 2,224</p> <p>Detached carport, 200sf @ \$7.50/sf = 1,500</p> <p>Garage/Carport 310 Sq. Ft. @ \$ 12.00 = 3,720</p> <p>Total Estimated Cost New = \$ 68,944</p> <p>Less Physical Functional External</p> <p>Depreciation 20,683 = \$ 20,683</p> <p>Depreciated Value of Improvements = \$ 48,261</p> <p>*As-is* Value of Site Improvements = \$ 11,800</p> <p><b>INDICATED VALUE BY COST APPROACH</b> = \$ 78,061</p>	<p>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 &amp; completed appraisals retained in the appraiser's office files.</p> <p>Depreciation - Economic Age/Life Method</p> <p>Estimated remaining economic life = 27 years.</p>
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ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	26688 Nomad Drive 25-47-25-B4-00201.0420	26788 Stardust Drive 25-47-25-B4-00211.0160	26745 Token Court 25-47-25-B4-00205.0090	11207 Torchfire Trail 25-47-25-B4-00209.0040
Proximity to Subject		0.12 mile southwest	0.27 mile west	0.13 mile northwest
Sales Price	\$ Not a Sale	\$ 70,000	\$ 69,500	\$ 80,000
Price/Gross Living Area	\$ /	\$ 60.76 /	\$ 87.09 /	\$ 73.26 /
Data and/or Verification Source	Inspection Pub.Records	ORB 3768 PG 1453 MLS/FARES/Lee County	ORB 3672 PG 2661 MLS/FARES/Lee County	ORB 3595 PG 3645 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing		Conventional	FHA	FHA
Concessions		\$69,000	\$68,955	\$79,000
Date of Sale/Time		11/05/02	06/21/02	03/12/02
Location	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	8,340sf	5,700sf +2,000	7,410sf +1,000	5,900sf +2,000
View	Residential	Residential	Residential	Residential
Design and Appeal	Doublewide	Doublewide	Singlewide	Doublewide
Quality of Construction	MH/Good	MH/Inferior +1,200	MH/Good	MH/Superior -1,200
Age	Eff=12, A=29	Eff=11, A=27 -800	Eff=10, A=15 -1,700	Eff=9, A=13 -2,600
Condition	Above Avg.	Superior -800	Superior -1,700	Superior -2,600
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	7 3 2	6 4 2	4 2 2	4 2 2
Gross Living Area	1,230 Sq. Ft.	1,152 Sq. Ft. +2,500	798 Sq. Ft. +13,800	1,092 Sq. Ft. +4,400
Basement & Finished	None	None	None	None
Rooms Below Grade	200sf Det. Carport	None +800	None +800	None +800
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	Central/Central	Central/Central	Central/Central	Central/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	1 Carport	Driveway +2,000	2 Carport -2,000	2 Carport -2,000
Porch, Patio, Deck	None	None	297sf Encl. Porch -4,400	132sf Scr. Porch -1,100
Fireplace(s), etc.	139sf Sheds	None +1,100	80sf Shed +500	None +1,100
Fence, Pool, etc.	Fenced	Fenced	231sf Slab +1,000	None +1,500
Other Features	None	None	108sf Att. Utility -900	156sf Att. Utility -1,200
Net Adj. (total)		8,000	6,400	900
Adjusted Sales Price of Comparable	Net 11.4% Gross 16.0%	\$ 78,000	Net 9.2% Gross 40.0%	Net 1.1% Gross 25.6%

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 manufactured homes in Leitner Creek Manor. Adjustments exceeded recommended parameters in some instances due primarily to the subject's larger than typical livable area for a doublewide manufactured home in Leitner Creek Manor. 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 is not listed in the regional MLS.

**INDICATED VALUE BY SALES COMPARISON APPROACH** \$ 78,000

**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).

**(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF** April 8, 2003

**(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE** \$ 78,000

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

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

Name: Phil Benning, Associate  
Date Report Signed: May 2, 2003  
State Certification #: 0001220 St. Cert. Res. REA State FL

Name: J. Lee Norris, MAI, SRA  
Date Report Signed: May 2, 2003  
State Certification #: 0000643 St. Cert. Gen. REA State FL

Or State License # State Or State License # State

# Location Map

Borrower/Client	MARTINEZ, Seferino + Paula G.		
Property Address	26688 Normad Drive		
City	Bonita Springs	County	Lee
Lender	Lee County - County Lands	State	FL
		Zip Code	34135-5345



GATE  
TO  
GUM

JUN - 9 2003

LEES COUNTY

*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

June 5, 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 206, Martinez

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-1114737  
**Effective Date:** April 20, 2003 at 5:00 P.M.

**Fund File Number** 18-2003-2527  
**Agent's File Reference:** 03-1147

**1. Policy or Policies to be issued:**

**Proposed Amount of Insurance**

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

\$80,000.00 ✓

**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:**

Seferino Martinez and Paula G. Martinez ✓

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

Lot 42, Block 1, LEITNER CREEK MANOR, Unit 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida. ✓

**AGENT NO.:** 1371  
**ISSUED BY:** Law Offices of John D. Spear

**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-1114737

Fund File Number 18-2003-2527

**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 Seferino Martinez, joined by spouse, if married, to the proposed purchaser(s). ✓
  - b. Warranty Deed from Paula G. Martinez, 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. Satisfaction of the mortgage from Seferino Martinez and Paula G. Martinez, both single to NationsBank, N.A. dated February 15, 1996 and recorded in O.R. Book 2679, Page 973, Public Records of Lee County, Florida. **\$29,941.20 SEE COPY**

**BOTH  
SINGLE****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-1114737

Fund File Number 18-2003-2527

(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 and 80, Public Records of Lee County, Florida. *TYPICAL*
5. Covenants, conditions, and restrictions recorded in O.R. Book 575, Page 805, Public Records of Lee County, Florida, which contain provisions creating easements and/or assessments.
6. Covenants, conditions, and restrictions recorded in O.R. Book 773, Page 856, Public Records of Lee County, Florida, which contain provisions creating easements and/or assessments. *UTILITY EASEMENTS, PIP/P. LINES.*
7. Assignment of Rights recorded in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida.
8. Utility Easement recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida. *UTILITY EASEMENTS, ALL STREETS*
- ? 9. Sixty foot (60) setback line recorded in Plat Book 30, Page 80, Public Records of Lee County, Florida.
10. Taxes for the year 2003, which are not yet due and payable. ✓
11. 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. *SOLID WASTE*
12. Subject to rights of tenants under unrecorded leases, if any.

# 5-Year Sales History

Parcel No. 206

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**