

**Lee County Board of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20030733**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve acquisition of Parcel 234, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$63,000.00, 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

**3. MEETING DATE:**

**COMMISSION DISTRICT #:** 3

*C6B*

*07-08-2003*

**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* *6-18-03*

**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 11116 Wagon Trail in Leitner Creek Manor, being further identified as STRAP No.: 25-47-25-B4-00201.0120.

The owners of Parcel 234, David Mendez and Juana Mendez, have agreed to sell the property to the County for \$63,000.00, 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, Incorporated. The salient appraisal data is attached for reference.

Staff recommends 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

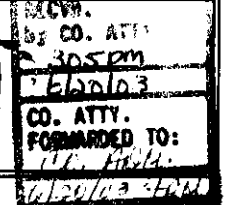
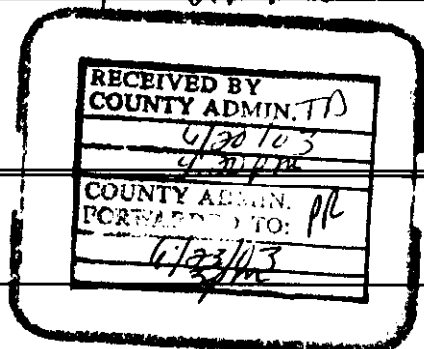
**8. MANAGEMENT RECOMMENDATIONS:**

**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>Robert Plummer for KF</i>			<i>John Mendez 6-20-03</i>	<i>John Mendez 6-20-03</i>	OA <i>John Mendez 6-23-03</i>	OM <i>John Mendez 6-23-03</i>	RISK <i>John Mendez 6-23-03</i>	GC <i>John Mendez 6-23-03</i>	<i>15-10-2303</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER



This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway South Extension, No. 4043  
Parcel: 234/Mendez  
STRAP No.: 25-47-25-B4-00201.0120

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 6 day of June, 2003 by and between David Mendez and Juana Mendez, husband and wife, Owners, hereinafter referred to as SELLER, whose address is, 11116 Wagon Trail, 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 .186 acres more or less, and located at 11116 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 12, 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 Sixty-Three Thousand and No/100 (\$63,00.00), 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 ninety (90) 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:

Herminio Rodriguez  
Herminio Rodriguez

SELLER:

David Mendez  
David Mendez (DATE)

WITNESSES:

Leticia Rodriguez  
Leticia Rodriguez

SELLER:

Juana Mendez  
Juana Mendez (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: Mendez**  
**PARCEL NO.: 234**

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 1969 Dipolmat Mobile Home), additions, improvements, 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.

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.

WITNESSES:

Herminie Ruiz  
Leticia Rodriguez

**SELLER:**

David Mendez  
David Mendez (DATE)

WITNESSES:

Herminie Ruiz  
Leticia Rodriguez

**SELLER:**

Juana Mendez  
Juana Mendez (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. 02-78-42

**Property Description**  
 Property Address 11116 Wagon Trail Parcel 234\*\* City Bonita Springs State FL Zip Code 34135-5367  
 Legal Description Lot 12, Leitner Creek Manor Unit 2 Bk 1, PB 30, PG 80 County Lee  
 Assessor's Parcel No. 25-47-25-B4-00201.0120 Tax Year 2002 R.E. Taxes \$ 369.66 Special Assessments \$ \$197/Yr  
 Borrower MENDEZ, David + Juana Current Owner David + Juana Mendez Occupant:  Owner  Tenant  Vacant  
 Property rights appraised  Fee Simple  Leasehold Project Type  PUD  Condominium (HUD/VA only) HOA \$ N/A /Mo.  
 Neighborhood or Project Name Leitner Creek Manor Map Reference 25-47-25 Census Tract 0504.00  
 Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A  
 Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398  
 Appraiser Phil Benning, Associate Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901

**Location**  
 Urban  Suburban  Rural  
 Built up  Over 75%  25-75%  Under 25%  
 Growth rate  Rapid  Stable  Slow  
 Property values  Increasing  Stable  Declining  
 Demand/supply  Shortage  In balance  Over supply  
 Marketing time  Under 3 mos.  3-6 mos.  Over 6 mos.

**Predominant occupancy**  
 Owner  Tenant  Vacant (0-5%)  Vac. (over 5%)

**Single family housing PRICE \$ (000)**  
 35 Low New  
 100+ High 28  
 Predominant

**Present land use %**  
 One family 100  
 2-4 family  
 Multi-family  
 Commercial  
 Vacant 0

**Land use change**  
 Not likely  Likely  
 In process

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**  
 Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), E Terry Street (S). Maturely developed with predominately single family and manufactured homes.  
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):  
 There were no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of average-good 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 135' per County Records  
 Site area 8,100 S.F. Corner Lot  Yes  No  
 Specific zoning classification and description MH-1, Mobile Home Conservation  
 Zoning compliance  Legal  Legal nonconforming (Grandfathered use)  Illegal  No zoning  
 Highest & best use as improved:  Present use  Other use (explain)

**Utilities**  
 Electricity  Gas  Water  Sanitary sewer  Storm sewer

**Off-site Improvements**  
 Street Asphalt paved  Curb/gutter None  Sidewalk None  Street lights Pole lights  Alley None

**Topography** Level  
 Size Typical  
 Shape Rectangular  
 Drainage Appears Adequate  
 View Residential  
 Landscaping Average  
 Driveway Surface Concrete  
 Apparent easements Standard Utility  
 FEMA Special Flood Hazard Area  Yes  No  
 FEMA Zone X Map Date 07/20/1998  
 FEMA Map No. 1206800510D

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions observed; no site survey provided. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$3,000, impact fee \$2,700, water/sewer \$4,000, concrete driveway/walks \$1,800.

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units One	Foundation Concrete Piers	Slab None	Area Sq. Ft. None	Roof
No. of Stories One	Exterior Walls MH/Metal	Crawl Space Yes	% Finished N/A	Ceiling *Adeq. <input checked="" type="checkbox"/>
Type (Det./Att.) Detached	Roof Surface Metal	Basement None	Ceiling N/A	Walls *Adeq. <input checked="" type="checkbox"/>
Design (Style) Singlewide +	Gutters & Dwnspnts. Aluminum	Sump Pump None	Walls N/A	Floor
Existing/Proposed Existing	Window Type Alum. SH	Dampness N/A	Floor N/A	None
Age (Yrs.) 34/1969	Storm/Screens No/Yes	Settlement N/A	Outside Entry N/A	Unknown
Effective Age (Yrs.) 17 years	Manufactured House YES	Infestation N/A		*Assumed Adeq.

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												None
Level 1	Area	1	Area	1		1		3	2			1,009
Level 2												

Finished area above grade contains: 6 Rooms, 3 Bedroom(s), 2 Bath(s), 1,009 Square Feet of Gross Living Area

INTERIOR	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE
Floors Carpe/Vinyl	Type FWA	Refrigerator	None	Fireplace(s) # 0	1 Carport
Walls Paneling	Fuel Elec.	Range/Oven	Stairs	Patio Scr/175sf	Garage # of cars
Trim/Finish MH Wood	Condition Avg.	Disposal	Drop Stair	Deck MH/Overhang/96sf	Attached
Bath Floor Carpet & Vinyl	COOLING Adeq.	Dishwasher	Scuttle	Porch Scr/253sf	Detached
Bath Wainscot Marlite	Central Yes	Fan/Hood	Floor	Fence	Built-in
Doors MH Wood	Other 2 Wall	Microwave	Heated	Pool	Carport 1 Car
All in average condition	Condition Avg.	Washer/Dryer	Finished	Att. Utility/55sf	Driveway 2 Cars

Additional features (special energy efficient items, etc.): Metal siding & roof, vinyl & carpet floors, ceiling fans, window treatments, 253sf screened porches, 32sf storage shed, 55sf MH attached utility, 175sf screen roof patio over in-ground spa and 96sf MH overhang/covered porch.  
 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 above average quality, and have been maintained in well 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.  
 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

File No. 02-78-42

Valuation Section

Table with columns for item, quantity, unit price, and total value. Includes rows for Estimated Site Value, Dwelling, Screened Porchs, Total Options, Garage/Carport, Total Estimated Cost New, Less Physical/Functional/External, Depreciation, and Depreciated Value of Improvements.

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.

Large table comparing subject property (11118 Wagon Trail) with three comparable properties (11183 Tango Drive, 26658 Token Court, 26788 Stardust Drive). Columns include Item, Subject, Comparable No. 1, 2, and 3. Rows cover sales price, price/gross living area, data/verification, value adjustments, and various property features like room count, garage, and porches.

Comments on Sales Comparison (Including the subject property's compatibility to the neighborhood, etc.): See attached comments. Adjustments exceeded parameters in some instances due to the subject's larger than typical livable area than the typical singlewide manufactured homes in Leitner Creek Manor.

Table with columns for Item, Subject, and Comparable No. 1, 2, 3. Rows include Date, Price and Data Source, and 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.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 65,000
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

This appraisal is made [X] "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 May 1, 2003
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 65,000

APPRaiser: Phil Benning, Associate Signature: [Signature] Name: Phil Benning, Associate Date Report Signed: May 20, 2003 State Certification #: 0001220 St. Cert. Res. REA State FL: State Certification #: 0000643 St. Cert. Gen. REA State FL: Or State License #: State
SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: [Signature] Name: J. Lee Norris, MAI, SRA Date Report Signed: May 20, 2003 State Certification #: 0000643 St. Cert. Gen. REA State FL: Or State License #: State

**Supplemental Addendum**

File No. 02-78-42

Borrower/Client <b>MENDEZ, David + Juana</b>			
Property Address <b>11116 Wagon Trail</b>			
City <b>Bonita Springs</b>	County <b>Lee</b>	State <b>FL</b>	Zip Code <b>34135-5387</b>
Lender <b>Lee County - County Lands</b>			

**PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL**

The purpose of the appraisal is to estimate market value of the subject as of the effective date of the appraisal. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision regarding the possible purchase of the property.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with the USPAP of the Appraisal Foundation. Data sources typically include observation, public records, First American Real Estate Services, RE/Xplorer Internet System, MLS, Realtors, other professionals, appraiser's files, builder's contracts, and cost estimating services (Marshall and Swift).

A thorough search is conducted for comparable properties within an appropriate market area and time frames. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion of the value estimate. Limiting conditions are described in the attached addenda.

**USPAP CERTIFICATION**

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

**SUMMARY APPRAISAL REPORT**

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

**COMMENTS ON THE MARKET AREA**

The subject is located in Leitner Creek Manor, a development of manufactured homes in Bonita Springs. Leitner Creek Manor has good proximity to area facilities in Bonita Springs. Improvements in the subject development exhibit a wide range of manufactured home size, style, age and quality.

**COMMENTS ON THE LAND VALUE ESTIMATE**

Since Leitner Creek Manor is maturely developed, there are limited land sales in support of the site value estimate. Included for reference are the following:

Parcel# 25-47-25-B4-00211.0180, 60x95, sold in 02/00 for \$15,500 per OR 3224/2042  
Parcel# 25-47-25-B4-00211.0170, 60x95, sold in 06/00 for \$15,500 per OR 3282/1421

**COMMENTS ON THE COST APPROACH AND OPTIONS INCLUDED**

Screen roof patio, 175sf @ \$12.00/sf	\$2,100
In-ground spa, estimated	\$4,000
MH overhang/covered porch, 96sf@\$12.00/sf	\$1,152
Unfinished utility, 55sf @ \$16.00/sf	\$ 880
Total Options	\$8,132

**COMMENTS ON THE SALES**

Age/condition and quality adjustments are based on observable data, and on comments provided by Realtors familiar with the sales utilized. The adjustments are believed to reflect market reaction to the differences.

All sales were on smaller lots; all had more appealing central HVAC thruout, and all lacked the subject's overhang/covered porch.

Sale #1 was a smaller, newer home which had storage sheds, included a smaller, but more appealing enclosed porch, and had a 120sf MH attached utility room.

Sale #2 was a smaller home which had a smaller but more appealing enclosed porch, and a 368sf screened porch, offsetting the subject's spa/screen roof patio.

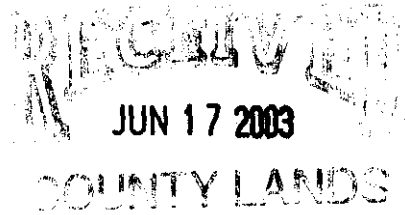
Sale #3 was a larger, newer home which had a fenced yard somewhat offsetting the subject's spa/screen roof patio, but lacked a screened porch, shed and an attached utility. This sale also lacked covered parking.

After adjustments, sales indicate a range of value for the subject of \$63,900 to \$66,900. Most emphasis is placed on Sales #1 and #2, the most recent. Sale #3 supports the lower limit of the value range.

# Location Map

Borrower/Client <b>MENDEZ, David + Juana</b>				
Property Address <b>11116 Wagon Trail</b>				
City <b>Bonita Springs</b>	County <b>Lee</b>	State <b>FL</b>	Zip Code <b>34135-5367</b>	
Lender <b>Lee County - County Lands</b>				





*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 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 234, Mendez

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

(an)

**FUND COMMITMENT**

**Schedule A**

**Commitment No.:** CF-1114747  
**Effective Date:** April 25, 2003 at 11:00 p.m.

**Fund File Number** 18-2003-2635  
**Agent's File Reference:** 03-1155

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

**OWNER'S:** ALTA Owner's Policy (10/17/92). \$63,000.00

**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:**

David Mendez and Juana Mendez

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

Lot 12, 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, P.A.

**MAILING ADDRESS:**

9200 Bonita Beach Road, S-#204  
Bonita Springs, Florida 34135

**AGENT'S SIGNATURE**

  
LAW OFFICES OF JOHN D. SPEAR, P.A.

## Schedule B

Commitment No.: CF-1114747

Fund File Number 18-2003-2635

**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 David Mendez and Juana Mendez to the proposed insured purchaser(s) as to the subject real property including proper identification of the mobile home, thereby establishing the interest that the mobile home be considered as a fixture or improvement to the land.
  - b. Motor vehicle title certificate in favor of David Mendez and Juana Mendez to be transferred to the proposed insured purchaser(s) and a new certificate to be obtained in favor of the proposed insured purchaser(s).
  - c. Issuance of "RP" series sticker and affixing to the lower left corner of the window closest to the street providing access to the residence as required by Sec. 320.0815(2), F.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. Proof of payment of taxes for the year 2002 must be furnished, and any tax certificates issued with respect thereto must be canceled by the clerk of the court.
5. Proof of redemption of Tax Sale Certificate No. 02-035824 for taxes for the year 2001 must be furnished.
6. Satisfaction of the mortgage from David Mendez and Juana Mendez to Charles Ray Christenbery and Merle Christenbery, Co-Trustees of that certain Living Trust dated January 29, 1990 dated October 28, 1999 and recorded in O.R. Book 3209, Page 4474 and as assigned in O.R. Book 3209, Page 4480 with Final Assignment to Associates Financial Services Company, Inc., a Pennsylvania Corporation recorded in O.R. Book 3209, Page 4481, Public Records of Lee County, Florida.
7. Warranty Deed from Carl E. Wammes and Pearl Wammes to the proposed insured purchaser(s). NOTE: If a deed cannot be obtained from the above the Fund reserves the right to make additional requirements as necessary.
8. Death Certificate for Roger Wayne Christenbery to be recorded in the Public Records of Lee County or Warranty Deed from Roger Wayne Christenbery, joined by spouse, if married, to the proposed purchaser(s).

2001 &  
2002  
Not yet Paid

# FUND COMMITMENT

## Schedule B

Commitment No.: CF-1114747

Fund File Number 18-2003-2635

9. Satisfaction of the judgments and/or liens against David Mendez or a similar name, certified copies of which are recorded in the following O.R. Books and Pages: O.R. Book 1804, Page 74 and O.R. Book 2865, Page 556.
10. Satisfaction of the judgments and/or liens against Juana Mendez or a similar name, certified copies of which are recorded in the following O.R. Books and Pages: O.R. Book 1906, Page 1339; O.R. Book 2749, Page 2980 and O.R. Book 2719, Page 3887.

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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:*
  - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
  - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Leitner Creek Manor, Unit 2, as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida.



# FUND COMMITMENT

## Schedule B

*Commitment No.:* CF-1114747

*Fund File Number* 18-2003-2635

5. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 808 and assigned to Leitner Creek Manor Property Owners Association, Inc., recorded May 6, 1995 in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida.
6. Easement in favor of Bonita Springs Water System, contained in instrument recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida.
7. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
8. Taxes for the year 2003, which are not yet due and payable.

# 5-Year Sales History

Parcel No. 234

Three Oaks Parkway South Extension  
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
C. Christenbery, M. Christenbery, Co- Trustees & C. R. Christenbery, Attorney-in-Fact for R. W. Christenbery	David & Juana Mendez	\$34,000.00	01/13/00	*Y

\* Evidence shows that the referenced transaction may indicate a distressed sale.