

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

Blue Sheet No. 20031229

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 217, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$91,000.00; 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 accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 3

C6C

3. MEETING DATE:
11-04-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE 125
- ORDINANCE
- ADMIN.
- OTHER

6. REQUESTOR OF INFORMATION

- A. _____
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY Karen L. W. Forsyth, Director

[Handwritten signatures]

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, improved with a single-family mobile home.

Property Details

Owner: Jose Garcia
Address: 11242 Wagon Trail, Bonita Springs
STRAP No.: 25-47-25-B4-00201.0310

Purchase Details

Purchase Price: \$91,000.00 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$1,250 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$89,000.00

Staff Recommendation: County staff recommends that the Board approve the Requested Motion.

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; Title Data; 5-Year Sales History

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>[Signature]</i> <i>10/23/03</i>	<i>[Signature]</i> <i>10-22-03</i>	<i>[Signature]</i> <i>10/23/03</i>	<i>[Signature]</i> <i>10/23/03</i>	<i>[Signature]</i> <i>10/23/03</i>	<i>[Signature]</i> <i>10/23/03</i>	<i>AS</i> <i>10/23/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *10/21/03*
Time: *3:25 PM*
Forwarded To:
Co. Adm.
10/23/03

**RECEIVED BY
COUNTY ADMIN:**
10/23/03
10:30 AM 367
**COUNTY ADMIN
FORWARDED TO:**
[Signature]
10/23/03

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcel: 217/Garcia
STRAP No.: 25-47-25-B4-00201.0310

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 **JOSE GARCIA**, a married person, whose address is 11242 Wagon Trail, Bonita Springs, Florida 34135, Owner, hereinafter referred to as **SELLER**, 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 11242 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 31, 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 Ninety-One Thousand and No/100 (\$91,000.00), payable at closing by County Warrant.

3. EVIDENCE OF TITLE: BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price,

from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

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

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

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

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

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

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

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

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

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

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

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

event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before one hundred eighty (180) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

[Signature]
Signature of Witness

SANTOS GONZALEZ
Print Name of Witness

[Signature]
Signature of Witness

Joseph Keith Gomez
Print Name of Witness

SELLER:

[Signature]
Jose Garcia

10/1/03
(DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

CHARLIE GREEN, CLERK

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: Garcia
PARCEL NO.: 217

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 Budd, ID Number 04650539BN), additions, improvements, carport(s), shed(s), fencing, landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning unit(s), hot water heater(s), ceiling fans, screen enclosure(s), 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.

Seller may remove ficus shrubs at front of home/property. Seller must fill in and level any hole or trench due to removal of shrubs.
WITNESSES: SELLER:

[Signature]
Signature of Witness

Joe Garcia 10/1/03
Jose Garcia (DATE)

SANTOS GONZALEZ
Print Name of Witness

[Signature]
Signature of Witness

Joseph Keith Gomez
Print Name of Witness

BUYER:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

10/1/03
S.C.

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

Project No. 4043

Property Description

Property Address 11242 Wagon Trail City Bonita Springs State FL Zip Code 34135-5343
 Legal Description Lot 31, Leftner Creek Manor Unit 2 Blk 1, PB 30, PG 80 County Lee
 Assessor's Parcel No. 25-47-25-B4-00201.0310 Tax Year 2002 R.E. Taxes \$ 549.39 Special Assessments \$ \$197/Yr
 Borrower GARCIA, Jose Current Owner Jose Garcia 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 Leftner Creek Manor Map Reference 25-47-25 Census Tract 0504.00
 Sale Price \$ Not a Sale Date of Sale 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 Single family housing
 Built up Over 75% 25-75% Under 25% Predominant occupancy PRICE (\$000) AGE (yrs) Present land use %
 Growth rate Rapid Stable Slow Owner 35 Low New One family 100 Not likely Likely
 Property values Increasing Stable Declining Tenant 100+ High 23 2-4 family In process
 Demand/supply Shortage In balance Over supply Vacant (0-5%) Vac (over 5%) Multi-family To:
 Marketing time Under 3 mos. 3-6 mos. Over 6 mos. 40-80+ 15-20 Vacant 0 ****Three Oaks Parkway Extension Project**

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: The market area is 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 5% to 7.5% 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 136' 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 Public Other Off-site Improvements Type Public Private
 Electricity Street Asphalt paved
 Gas Curb/gutter None
 Water Sidewalk None
 Sanitary sewer Street lights Pole lights
 Storm sewer Alley None
 Topography Level
 Size Larger than Typical
 Shape Rectangular
 Drainage Appears Adequate
 View Residential
 Landscaping Above Average
 Driveway Surface Concrete
 Apparent easements Standard Utility
 FEMA Special Flood Hazard Area Yes No
 FEMA Zone X Map Date 7/20/1998
 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 larger than typical building lot. Site Improvements: Fill/prep/landscaping/sod \$2,000. Impact fee \$2,800, water/sewer \$4,000, concrete driveway \$1,200.

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units One	Foundation Concrete Piers	Slab None	Area Sq. Ft. None	Roof <input type="checkbox"/>
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) Doublewide	Gutters & Dwnspnts. Aluminum	Sump Pump None	Walls N/A	Floor <input type="checkbox"/>
Existing/Proposed Existing	Window Type Alum. SH	Dampness N/A	Floor N/A	None <input type="checkbox"/>
Age (Yrs.) 23/1980	Storm/Screen No/Yes	Settlement N/A	Outside Entry N/A	Unknown <input type="checkbox"/>
Effective Age (Yrs.) 9 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	1	1				2	2			1,235
Level 2												

Finished area above grade contains: 5 Rooms; 2 Bedroom(s); 2 Bath(s); 1,235 Square Feet of Gross Living Area

INTERIOR	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE
Floors Carpet/Vinyl	Type FWA	Refrigerator <input type="checkbox"/>	None <input checked="" type="checkbox"/>	Fireplace(s) # 0 <input type="checkbox"/>	Carport <input type="checkbox"/>
Walls Paneling	Fuel Elec.	Range/Oven <input checked="" type="checkbox"/>	Stairs <input type="checkbox"/>	Patio Cov/70sf <input checked="" type="checkbox"/>	Garage # of cars
Trim/Finish Clamshell	Condition Avg.	Disposal <input checked="" type="checkbox"/>	Drop Stair <input type="checkbox"/>	Deck <input type="checkbox"/>	Attached
Bath Floor Carpet/Vinyl	COOLING Adeq.	Dishwasher <input type="checkbox"/>	Scuttle <input type="checkbox"/>	Porch Encl/320sf <input checked="" type="checkbox"/>	Detached
Bath Wainscot Molded Fiberglass	Central Yes	Fan/Hood <input type="checkbox"/>	Floor <input type="checkbox"/>	Fence <input type="checkbox"/>	Built-In
Doors MH Wood	Other Fans	Microwave <input type="checkbox"/>	Heated <input type="checkbox"/>	Pool <input type="checkbox"/>	Carport 1 Car
All in good condition	Condition Avg.	Washer/Dryer <input type="checkbox"/>	Finished <input type="checkbox"/>	Att. Utility/80sf <input checked="" type="checkbox"/>	Driveway 2 Cars

Additional features (special energy efficient items, etc.): Metal siding & roof, vinyl kitchen & hall bath floor, carpeted master bath, mica cabinets and counters, ceiling fans, window treatments, 320sf glass enclosed porch, 80sf attached utility room & 70sf covered patio.
 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.

ESTIMATED SITE VALUE		Unimproved site	= \$	18,000	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): 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.	
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:						
Dwelling	1,235 Sq. Ft.	@ \$ 52.00	= \$	64,220		
Enclosed Porch	320 Sq. Ft.	@ 22.00	=	7,040		
Cov. Porch	70sf @ \$12/sf + MH Util.	80sf @ \$16/sf	=	2,120		
Garage/Carport	532 Sq. Ft.	@ 12.00	=	6,384		
Total Estimated Cost New				= \$		79,764
Less	Physical	Functional	External			
Depreciation	17,947		= \$	17,947		
Depreciated Value of Improvements				= \$		61,817
As-Is Value of Site Improvements				= \$	10,000	
INDICATED VALUE BY COST APPROACH				= \$	89,817	
Depreciation - Economic Age/Life Method						
Estimated remaining economic life = 31 years.						

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	11242 Wagon Trail	26076 Calypso Way	11106 Torchfire Trail	26788 Stardust Drive
Address	25-47-25-B4-00201.0310	25-47-25-B4-00107.0870	25-47-25-B4-00103.0240	25-47-25-B4-00211.0160
Proximity to Subject		0.34 mile southwest	0.27 mile southwest	0.20 mile south
Sales Price	\$ Not a Sale	\$ 95,000	\$ 89,900	\$ 70,000
Price/Gross Living Area	\$ 74.22	\$ 75.55	\$ 60.78	
Data and/or Verification Source	Inspection	ORB 3878 PG 3974	ORB 3943 PG 2601	ORB 3788 PG 1453
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions	Conventional	FHA	Conventional	
Date of Sale/Time	\$93,600	\$89,200	\$69,000	
Location	07/02/03	05/27/03	11/05/02	
Leasehold/Fee Simple	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor
Site	Fee	Fee	Fee	Fee
View	8,100sf	7,930sf	8,100sf	5,700sf +2,000
Design and Appeal	Residential	Residential	Residential	Residential
Quality of Construction	Doublewide	Doublewide	Singlewide +	Doublewide
Age	MH/Above Avg.	MH/Superior	MH/Superior	MH/Inferior
Condition	Eff=9, A=23	Eff=12, A=26	Eff=9, A=10	Eff=11, A=27
Room Count	Good	Inferior	Good	Inferior
Gross Living Area	+2,900	+2,900	-900	+1,900
Basement & Finished Rooms Below Grade	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths
Functional Utility	5 2 2	7 5 2	5 2 2	6 4 2
Other Features	1,235 Sq. Ft.	1,280 Sq. Ft.	1,180 Sq. Ft.	1,152 Sq. Ft.
Net Adj. (total)	-1,400		+1,400	+2,700
Adjusted Sales Price of Comparable	None	None	None	None
Comments on Sales Comparison	None	None	None	None
Net/gross adjustments exceeded recommended parameters for Sale #3 due primarily to the lack of covered parking and the subject's glass enclosed porch. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.				
INDICATED VALUE BY SALES COMPARISON APPROACH				\$ 89,000
INDICATED VALUE BY INCOME APPROACH (If Applicable)				\$ N/A
Final Reconciliation				\$ 89,000

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sale #3 recorded over 6 months prior to the appraisal date is among the most recent of an adequately sized doublewide manufactured home in Leitner Creek Manor. Net/gross adjustments exceeded recommended parameters for Sale #3 due primarily to the lack of covered parking and the subject's glass enclosed porch. 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 prior sale per Public Rec. in last 12 months	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				\$ 89,000
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 July 25, 2003 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 89,000

APPRaiser: Phil Benning, Associate
 Signature: *Phil Benning*
 Name: Phil Benning, Associate
 Date Report Signed: September 22, 2003
 State Certification #: 0001220 St. Cert. Res. REA
 Or State License #

SUPERVISOR APPRAISER (ONLY IF REQUIRED): C. William Carlson, MAI, SRA
 Signature: *C. William Carlson*
 Name: C. William Carlson, MAI, SRA
 Date Report Signed: September 22, 2003
 State Certification #: 0000667 St. Cert. Gen. REA
 Or State License #

Location Map

Borrower/Client GARCIA, Jose	
Property Address 11242 Wagon Trail	
City Bonita Springs	County Lee
Lender Lee County - County Lands	State FL
Zip Code 34135-5343	





RECEIVED
OCT 08 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

October 6, 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 217, Garcia

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.: CE-1183312

Fund File Number 18-2003-4714

Effective Date: September 3, 2003 at 5:00 p.m.

Agent's File Reference: 03-1259

1. Policy or Policies to be issued:

Proposed Amount of Insurance

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

\$91,000.00 ✓

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:

Jose Garcia ✓

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

Lot 31, Block 1, Unit 2, LEITNER CREEK MANOR SUBDIVISION, 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.: 13710

MAILING ADDRESS:

ISSUED BY: LAW OFFICES OF JOHN D. SPEAR, P.A.

9200 Bonita Beach Road, Suite
204
Bonita Springs, Florida 34135

AGENT'S SIGNATURE



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

Rev.1.2

FUND COMMITMENT**Schedule B***Commitment No.:* CF-1183312*Fund File Number* 18-2003-4714**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 Jose Garcia, 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. *Estoppel letter from Leitner Creek Property Owners Association, Inc. must be furnished showing that the maintenance assessments are current and that there are no unpaid special assessments. ✓*
5. *Warranty Deed recorded in O.R. Book 3592, Page 3590 should be re-executed to show proper acknowledgement of notary. If the State where the document is acknowledged does not require a seal or stamp to be affixed, it should show that the notary acknowledging the instrument is authorized to do so by the State Statutes of the Notary's Domicile. ✓*
6. *Satisfaction of the mortgage from Jose Garcia to Fieldstone Mortgage Company dated February 20, 2002 and recorded in O.R. Book 3592, Page 3591, Public Records of Lee County, Florida. ✓*

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).*

FUND COMMITMENT**Schedule B**

Commitment No.: CF-1183312

Fund File Number 18-2003-4714

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 Unit 2, Leitner Creek Manor, as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida. *- OK - TYPICAL*
5. Covenants, conditions, and restrictions recorded February 3, 1970, in O.R. Book 575, Page 808, Public Records of Lee County, Florida. (as recited in restrictions: All lots are subject to two (2) foot utility easement on each side and all lots in Block 1 are subject to a ten (10) foot utility easement across the rear of the lot.) *- OK - TYPICAL*
6. Right-of-way easement for utilities recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida. *- OK - TYPICAL*
7. Assignment of Developer Rights recorded in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida. *MANNA CHRISTIAN TO LEITNER CREEK MANOR P.O.A.*
8. Taxes for the year 2003, which are not yet due and payable. *- OK*
9. 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*
10. Subject to rights of tenants under unrecorded leases, if any.

5-Year Sales History

Parcel No. 217

Three Oaks Parkway South Extension, Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Hazel I. Kain	Jose Garcia	\$65,500.00	2/20/02	Y*
Hazel I. Kain, Cleon E. Kain Estate	Hazel I. Kain, Cleon E. Kain Estate	\$0.00	11/25/01	N
Charles M. and Mildred J. Stanley	Hazel I. and Cleon E. Kain	\$47,900.00	4/15/99	Y

*Based upon information provided by Grantee, this transaction reflects a distressed sale.