

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

Blue Sheet No. 20031414

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 243, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$59,000.00; 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

CLA

3. MEETING DATE:
12-16-2003

4. AGENDA:		5. REQUIREMENT/PURPOSE:		6. REQUESTOR OF INFORMATION	
<input checked="" type="checkbox"/> CONSENT		(Specify)		A.	
<input type="checkbox"/> ADMINISTRATIVE		<input checked="" type="checkbox"/> STATUTE	125	B. DEPARTMENT	Independent
<input type="checkbox"/> APPEALS		<input type="checkbox"/> ORDINANCE		C. DIVISION	County Lands
<input type="checkbox"/> PUBLIC		<input type="checkbox"/> ADMIN.		BY	Karen L. W. Forsyth, Director
<input type="checkbox"/> WALK ON		<input type="checkbox"/> OTHER			
TIME REQUIRED:					

7. BACKGROUND:

Negotiated for: Department of Transportation

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

Property Details

Owner: Ruben Torres and Imelda Torres
Address: 11219 Wagon Trail, Bonita Springs
STRAP No.: 25-47-25-B4-00208.0060

Purchase Details

Purchase Price: \$59,000.00 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$1,000 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$57,000.00

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
<i>K. Forsyth</i>			<i>AD</i>	<i>John Ruggie</i>	OA	OM	RISK	GC	<i>FB</i>
					<i>11/26/03</i>	<i>11/26/03</i>	<i>11/26/03</i>	<i>11/26/03</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 12/6/03
Time: 11:20 AM
Forwarded To:
Co. Adm.
11/26/03 3 PM

RECEIVED BY
COUNTY ADMIN: *EW*
11/26/03
3:58 PM ser
COUNTY ADMIN
FORWARDED TO: *HS*
11/26/03

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 243/Torres

STRAP No.: 25-47-25-B4-00208.0060

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 RUBEN TORRES and IMELDA TORRES, husband and wife, whose address is 11219 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 .138 acres more or less, and located at 11219 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 6, Block 8, 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 Fifty-Nine Thousand and No/100 (\$59,000.00), 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:

Delma Torres
Signature of Witness

Delma Torres
Print Name of Witness

Juan Carlos Muniz
Signature of Witness

Juan Carlos Muniz
Print Name of Witness

SELLER:

Ruben Torres
RUBEN TORRES (DATE)

WITNESSES:

Delma Torres
Signature of Witness

Delma Torres
Print Name of Witness

Juan Carlos Muniz
Signature of Witness

Juan Carlos Muniz
Print Name of Witness

SELLER:

Imelda Torres
IMELDA TORRES (DATE)

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)

SPECIAL CONDITIONS

BUYER: Lee County

SELLER: Torres

PARCEL NO.: 243

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 1978 Pace, ID Number #GD0CFL31784728), additions, improvements, carport(s), shed(s), 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.

WITNESSES:

Delma Torres
Signature of Witness

Delma Torres
Print Name of Witness

Juan Carlos Muniz
Signature of Witness

Juan Carlos Muniz
Print Name of Witness

SELLER:

Ruben Torres
RUBEN TORRES (DATE)

WITNESSES:

Delma Torres
Signature of Witness

Delma Torres
Print Name of Witness

Juan Carlos Muniz
Signature of Witness

Juan Carlos Muniz
Print Name of Witness

SELLER:

Imelda Torres
IMELDA TORRES (DATE)

BUYER:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-49

Property Address 11219 Wagon Trail Parcel 243** City Bonita Springs State FL Zip Code 34135-5344
Legal Description Lot 6, Leitner Creek Manor Unit 2 Bldg 8, PB 30, PG 80 County Lee
Assessor's Parcel No. 25-47-25-B4-00208.0060 Tax Year 2002 R.E. Taxes \$ 475.39 Special Assessments \$ \$197/Yr
Borrower TORRES, Ruben + Imelda Current Owner Ruben + Imelda Torres Occupant Owner Tenant Vacant
Property rights appraised Fee Simple Leasehold 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) AGE (yrs) One family 100 2-4 family Multi-family Commercial Vacant
Land use change Not likely Likely In process To: **Three Oaks Parkway Extension Project

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 100' per County Records
Site area 6,000 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 Gas Water Sanitary sewer Storm sewer
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 Typical
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 a typical building lot. Site improvements: Fill/prep/landscaping/sod \$1,500, impact fee \$2,800, water/sewer \$4,000, concrete driveway \$1,400.

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

Table with columns: ROOMS, Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other, Area Sq. Ft. Rows include Basement, Level 1, Level 2.

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

Additional features (special energy efficient items, etc.): Metal siding, vinyl kitchen & bath floors, mica cabinets/counters, a den with wall unit air conditioning, a 399sf screened porch, a 144sf MI I attached utility room, and a 79sf 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 average quality, and have been maintained in above average condition relative to actual age. Due to the subject's average manufactured home quality, physical depreciation is based on a total economic life 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

File No. 02-78-49

Valuation Section

Table with columns for COST APPROACH and VALUATION. Rows include: ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, Dwelling, Scr.Porch, Att. Utility, Garage/Carport, Total Estimated Cost New, Less Depreciation, Depreciated Value of Improvements, "As-Is" Value of Site Improvements, and INDICATED VALUE BY COST APPROACH.

Table with columns for SALES COMPARISON ANALYSIS. Rows include: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include: 11219 Wagon Trail, 11183 Tango Drive, 26658 Token Court, 26719 Stardust Drive. Includes detailed adjustments for Sales or Financing Concessions, Date of Sale/Time, Location, Leasehold/Fee Simple, View, Design and Appeal, Quality of Construction, Age, Condition, Room Count, Gross Living Area, Basement & Finished Rooms Below Grade, Functional Utility, Heating/Cooling, Energy Efficient Items, Garage/Carport, Porch, Patio, Deck, Fireplace(s), etc., Fence, Pool, etc., Other Features, Net Adj. (total), Adjusted Sales Price of Comparable.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sales #1 and #3 recorded over 6 months prior to the appraisal date are among the most recent of adequately priced singlewide manufactured homes in Leitner Creek Manor and are valid indications of value for the subject. Net/gross adjustments exceeded recommended parameters for in some instances due primarily to the subject's larger than typical livable area for a singlewide manufactured home. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.

Table with columns for RECONCILIATION. Rows include: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include: Date, Price and Data, Source, for prior sales within year of appraisal. 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.

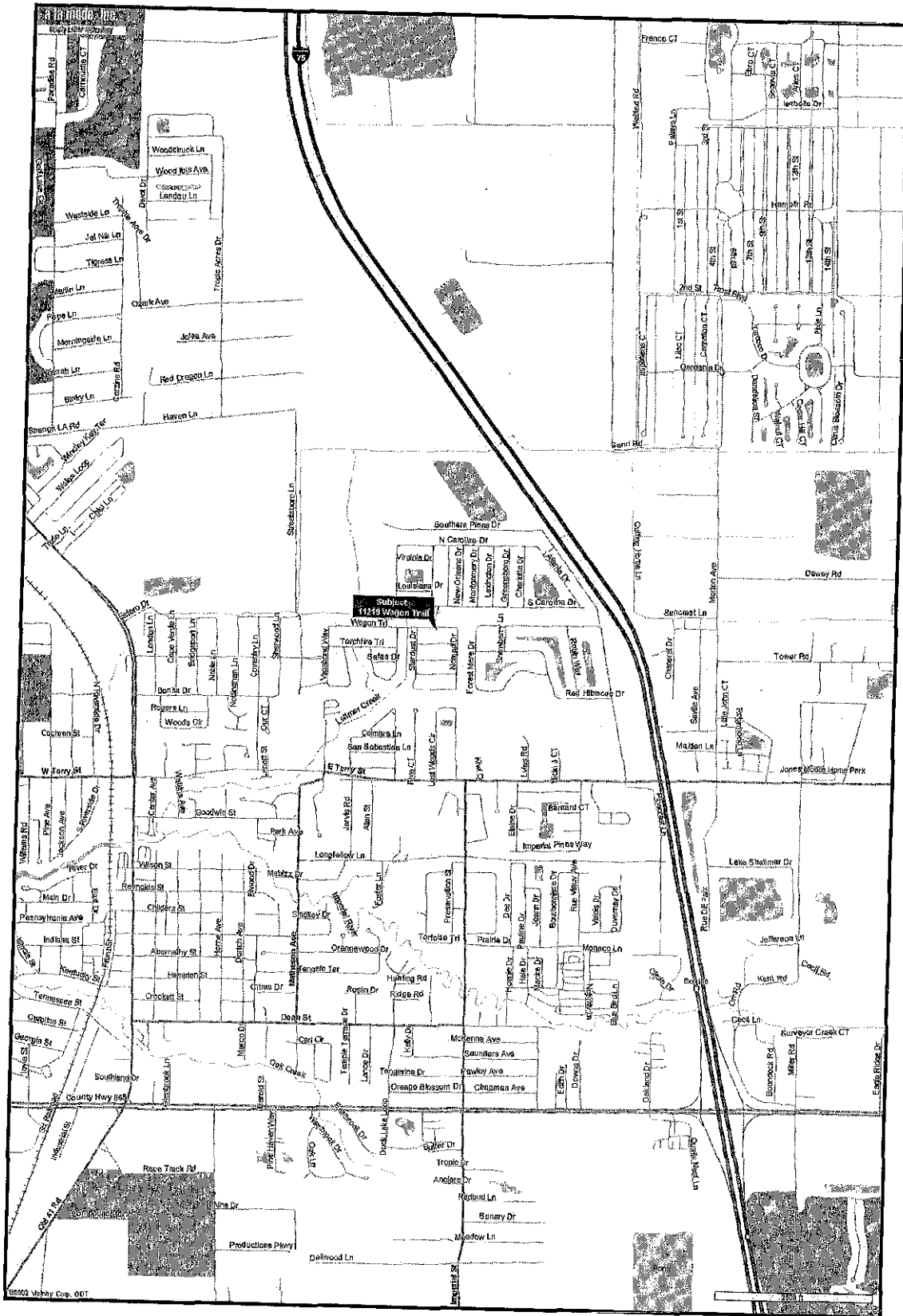
INDICATED VALUE BY SALES COMPARISON APPROACH \$ 57,000
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

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 July 25, 2003 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 57,000
APPRaiser: Phil Benning, Associate SUPERVISOR APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
Signature: [Signature] Signature: [Signature] [] Did [X] Did Not
Name: Phil Benning, Associate Name: C. William Carlson, MAI, SRA
Date Report Signed: September 23, 2003 Date Report Signed: September 23, 2003
State Certification #: 0001220 St. Cert. Res. REA State FL State Certification #: 0000667 St. Cert. Gen. REA State FL
Or State License # State State Or State License # State

Location Map

Borrower/Client TORRES, Ruben + Imelda				
Property Address 11219 Wagon Trail				
City Bonita Springs		County Lee		State FL
Lender Lee County - County Lands			Zip Code 34135-5344	





NOV 14 2003

*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

November 12, 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 243, Torres

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-1253794
Effective Date: October 22, 2003 at 11:00 P.M.

Fund File Number 18-2003-5347
Agent's File Reference: 03-1289

1. Policy or Policies to be issued:	Proposed Amount of Insurance
OWNER'S: ALTA Owner's Policy (10/17/92).	\$59,000.00

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:

Ruben Torres and Imelda Torres

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

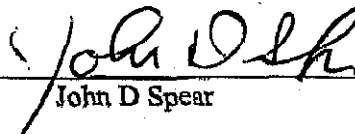
Lot 6, Block 8, LEITNER CREEK MANOR, Unit 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida.

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

MAILING ADDRESS:

9200 Bonita Beach Rd Ste 204
Bonita Springs, FL 34135

AGENT'S SIGNATURE



John D Spear

FUND COMMITMENT

Schedule B

Commitment No.: CF-1253794

Fund File Number 18-2003-5347

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 Ruben Torres and Imelda Torres, husband and wife to the proposed insured purchaser(s).**
3. **A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.**
4. **Proof of payment of taxes for the year 2003 must be furnished, and any tax certificates issued with respect thereto must be canceled by the clerk of the court.**
5. **Satisfaction of the mortgage from Ruben Torres and Imelda Torres to First Union National Bank dated June 22, 2000 and recorded in O.R. Book 3270, Page 3323, 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).**
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-1253794**Fund File Number** 18-2003-5347

- (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. Taxes for the year 2004, which are not yet due and payable.
 5. 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.
 6. 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.
 7. Covenants, conditions and restrictions recorded February 3, 1970, in O.R. Book 575, Page 808; O.R. Book 773, Page 858; O.R. Book 2603, Page 3024, Public Records of Lee County, Florida.
 8. Easement in favor of Bonita Springs Water System, Inc., contained in instrument recorded June 26, 1972, in O.R. Book 826, Page 697, Public Records of Lee County, Florida.

5-Year Sales History

Parcel No. 243

Three Oaks Parkway South Extension, Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Cleon E. & Hazel I. Kain	Ruben & Imelda Torres	\$45,000.00	6/16/00	Y