

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

Blue Sheet No. 20040357

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 228, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$93,000.00; 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: Acquisition of property necessary for the future extension of Three Oaks Parkway South.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 3 *C6E*

3. MEETING DATE: *04-13-2004*

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 <u>Independent</u>
<input type="checkbox"/> APPEALS		<input type="checkbox"/> ORDINANCE	C. DIVISION <u>County Lands</u>
<input type="checkbox"/> PUBLIC		<input type="checkbox"/> ADMIN.	BY <u>Karen L. W. Forsyth, Director</u> <i>[Signature]</i>
<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

Owners: Anselmo Hernandez
Address: 11160 Wagon Trail, Bonita Springs, 34135
STRAP No.: 25-47-25-B4-00201.0190

Purchase Details

Purchase Price: \$93,000 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$1,250 (The seller is responsible for attorney, appraiser, and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$90,000

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

Account: 20404330700.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 30700 - Transportation Capital Improvement; 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 <i>Admin 4/1/04</i>				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>[Signature]</i> 3/31/04	<i>John J. [Signature]</i> 3-31-04	<i>[Signature]</i> 4/1/04	<i>[Signature]</i> 4/1/04	<i>[Signature]</i> 4/1/04	<i>[Signature]</i>	<i>[Signature]</i> 3/29/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>3/31/04</i>
Time: <i>2:10 pm</i>
Forwarded to: <i>[Signature]</i>
<i>4/1/04 10AM</i>

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>2:30 pm 3/31</i>
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>4/1/04</i>
<i>11:30 pm</i>

This document prepared by:
Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcel: 228/A. Hernandez
STRAP No.: 25-47-25-B4-00201.0190

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 19th day of March, 2004 by and between Anselmo Hernandez, a single person, Owner, hereinafter referred to as SELLER, whose address is, Post Office Box 1284, Bonita Springs, Florida 34133, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of .294 acres more or less, and located at 11160 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 19, Block 1, LEITNER CREEK MANOR EXTENSION, and unrecorded subdivision according to the plat thereof, as recorded in Official Records Book 773, Page 857 and also being known as 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 Three thousand and No/100 (\$93,000.00), 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, and appraiser fees, if any.

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

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

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

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

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

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

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

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

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

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

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

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before one hundred twenty (120) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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

WITNESSES:

Melie M. Rodriguez
Jally Pizman

SELLER:

Anselmo Hernandez 3-19-04
Anselmo Hernandez (DATE)

WITNESSES:

SELLER:

(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: A. Hernandez
PARCEL NO.: 228

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 (Referenced Model Home ID# FLFL2AA207926608 and FLFL2BA20792608), additions, improvements, carports, landscaping and for all fixtures, including but not limited to, built-in appliances, air conditioning unit(s), hot water heater(s), ceiling fans, screen enclosures, windows, awnings, doors and floor covering, as of the date of the BUYER'S appraisal.

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

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

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

WITNESSES:

Melvin G. Rodriguez
Sally Pommert

SELLER:

Anselmo Hernandez 3-9-64
Anselmo Hernandez (DATE)

WITNESSES:

SELLER:

(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
Property Description

UNIFORM RESIDENTIAL APPRAISAL REPORT

Project 4043
File No. 04-07-02

Property Address 11180 Wagon Trail Parcel 228** City Bonita Springs State FL Zip Code 34135-5367
 Legal Description Lot 19 Leitner Creek Manor Unit 2, Blk 1, PB 30, PG 80 County Lee
 Assessor's Parcel No. 25-47-25-B4-00201.0190 Tax Year 2003 R.E. Taxes \$ 1,438.83 Special Assessments \$ 197/Yr
 Borrower HERNANDEZ, Anselmo Current Owner Anselmo Hernandez 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%)
 Single family housing PRICE \$ (000) 35 AGE (yrs) Low Present land use % 100
 One family 2-4 family Multi-family Commercial
 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 95' x 135' per County Records Site area 12,825 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 + Irrig. Well 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 Typical
 Driveway Surface Concrete/Asphalt
 Apparent easements Standard Utility
 FEMA Special Flood Hazard Area Yes No
 FEMA Zone X500 Map Date 7/20/1998
 FEMA Map No. 1251240510D

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 larger than typical building lot. Site improvements: Fill/prep/sod \$3,000, impact fee \$3,200, water/sewer \$4,000, concrete/asphalt drive \$2,000.

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION				FOUNDATION			BASEMENT		INSULATION	
No. of Units	<u>One</u>	Foundation	<u>Concrete Piers</u>	Slab	<u>None</u>	Area Sq. Ft.	<u>None</u>	Root	<u>Ceiling</u>	<u>*Adeq.</u>	<input checked="" type="checkbox"/>	
Type (Det./Att.)	<u>Detached</u>	Exterior Walls	<u>MH/Metal</u>	Crawl Space	<u>Yes</u>	% Finished	<u>N/A</u>	Walls	<u>*Adeq.</u>	<input checked="" type="checkbox"/>		
Design (Style)	<u>Doublewide</u>	Roof Surface	<u>MH/Metal</u>	Basement	<u>None</u>	Walls	<u>N/A</u>	Floor	<u>None</u>	<input type="checkbox"/>		
Existing/Proposed	<u>Existing</u>	Gutters & Dwnspnts.	<u>Aluminum</u>	Sump Pump	<u>None</u>	Floor	<u>N/A</u>	Outside Entry	<u>N/A</u>	<input type="checkbox"/>		
Age (Yrs.)	<u>24/1980</u>	Window Type	<u>Alum. SH</u>	Dampness	<u>N/A</u>	Settlement	<u>N/A</u>	Unknown	<input type="checkbox"/>	<input type="checkbox"/>		
Effective Age (Yrs.)	<u>8 years</u>	Storm/Screens	<u>No/Yes</u>	Infestation	<u>N/A</u>			<u>*Assumed Adeq.</u>				
Effective Age (Yrs.)	<u>8 years</u>	Manufactured House	<u>YES</u>									
ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												<u>None</u>
Level 1	Area	<u>1</u>	<u>1</u>	<u>1</u>				<u>2</u>	<u>2</u>			<u>1,132</u>
Level 2												

Finished area above grade contains: 5 Rooms; 2 Bedroom(s); 2 Bath(s); 1,132 Square feet of Gross Living Area

INTERIOR		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES		CAR STORAGE	
Floors	<u>Carpet/Vinyl</u>	Type	<u>Cent.</u>	Refrigerator	<input type="checkbox"/>	None	<input checked="" type="checkbox"/>	Fireplace(s) #	<u>0</u>	None	<input type="checkbox"/>
Walls	<u>MH/Paneling</u>	Fuel	<u>Elec.</u>	Range/Oven	<input checked="" type="checkbox"/>	Stairs	<input type="checkbox"/>	Patio	<input type="checkbox"/>	Garage	<u># of cars</u>
Trim/Finish	<u>MH/Typical</u>	Condition	<u>Avg.</u>	Disposal	<input checked="" type="checkbox"/>	Drop Stair	<input type="checkbox"/>	Deck	<input type="checkbox"/>	Attached	
Bath Floor	<u>Vinyl</u>	COOLING	<u>Adeq.</u>	Dishwasher	<input checked="" type="checkbox"/>	Scuttle	<input type="checkbox"/>	Porch	<u>Scr/311sf</u>	Detached	
Bath Wainscot	<u>Fiberglass</u>	Central	<u>Yes</u>	Fan/Hood	<input checked="" type="checkbox"/>	Floor	<input type="checkbox"/>	Fence	<input type="checkbox"/>	Built-in	
Doors	<u>MH Wood</u>	Other	<u>Fans</u>	Microwave	<input type="checkbox"/>	Heated	<input type="checkbox"/>	Pool	<input type="checkbox"/>	Carpport	<u>1 Car</u>
All in above good condition	Condition	Avg.	<u>Washer/Dryer</u>	Finished	<input type="checkbox"/>			Cov.Porch/183sf	<input checked="" type="checkbox"/>	Driveway	<u>1 Car</u>

Additional features (special energy efficient items, etc.): Mica counters/cabinets, ceiling fans, window treatments, cultured marble vanity tops/sinks, 183sf covered porch, 311sf screened porch, and a 118sf MH utility room.
 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 good quality, and have been maintained in above average condition relative to actual age. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years.
 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.: None adverse were noted.

Table with columns for ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, and INDICATED VALUE BY COST APPROACH.

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):

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes rows for Address, Proximity to Subject, Sales Price, Price/Gross Living Area, etc.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sales recorded over 6 months prior to the appraisal date are among the most recent sales of adequately priced manufactured homes in Leitner Creek Manor.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes rows for Date, Price and Data Source, and Analysis of any current agreement of sale.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 90,000
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

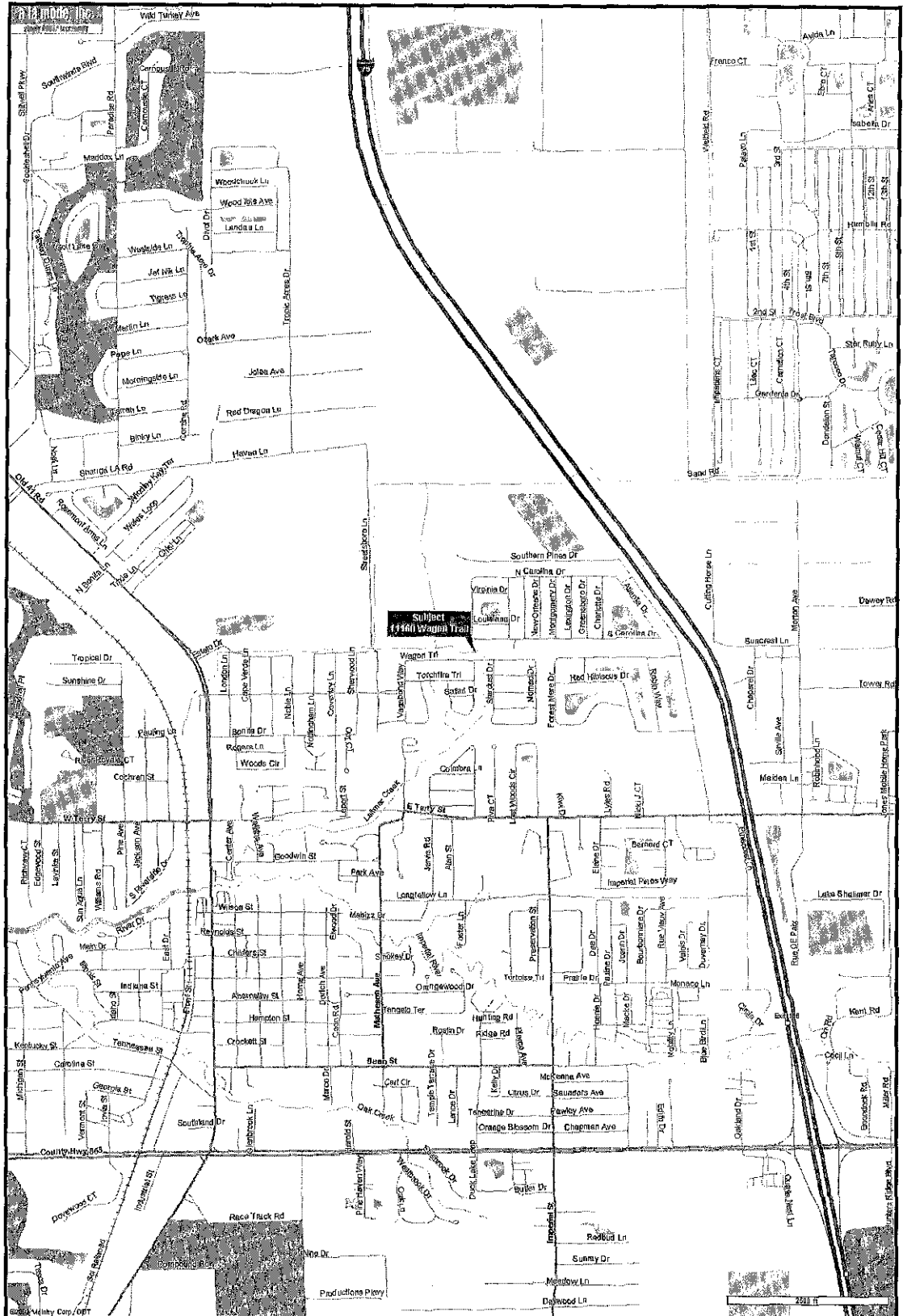
This appraisal is made [X] "as is" [] subject to the repairs, alterations, inspections or conditions listed below [] subject to completion per plans & specifications.
Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special 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).
(W) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF March 6, 2004
APPRaiser: Phil Benning, Associate SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA

Location Map

Borrower/Client <u>HERNANDEZ, Anselmo</u>			
Property Address <u>11160 Wagon Trail</u>			
City <u>Bonita Springs</u>	County <u>Lee</u>	State <u>FL</u>	Zip Code <u>34135-5387</u>
Lender <u>Lee County - County Lands</u>			





RECEIVED
MAR 29 2004
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

March 23, 2004

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 228, Anselmo Hernandez

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

Division of County Lands**Ownership and Easement Search**

Search No. 25-47-25-B4-00201.0190

Date: November 17, 2003

Parcel: 228

Project: Three Oaks Pkwy. South Extension
Project #4043 (E. Terry St. to N. Leitner Creek)To: J. Keith Gomez
Property Acquisition AgentFrom: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 25-47-25-B4-00201.0190

Effective Date: October 14, 2003, at 5:00 p.m.

Subject Property: Lot 19, in Block 1, Leitner Creek Manor, Unit 2, as recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Anselmo Hernandez

By that certain instrument dated January 29, 2001, recorded February 8, 2001, in Official Record Book 3362, Page 999, Public Records of Lee County, Florida.

Easements:

1. Subject to Deed Restrictions, recorded in Official Record Book 575, Page 808, said rights were later assigned by Official Record Book 2603, Page 3024, Public Records of Lee County, Florida.
2. Subject to a 60 foot rear lot line setback as shown on the plat "Leitner Creek Manor, Unit 2", recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.
3. Subject to a 50 foot canal easement over the North or rear 50 feet of the subject property as shown on plat "Leitner Creek Manor, Unit 2" recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.
4. Subject to a 6 foot Utility Easement dedicated along the rear lot line, as dedicated on the plat "Leitner Creek Manor, Unit 2", recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.

NOTE(1): Subject to a mortgage in the original sum of \$61,001.00, recorded in Official Record Book 3362, Page 1002, Public Records of Lee County, Florida.

NOTE(2): Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection, recorded in Official Record Book 2189, Page 3281 and Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status: \$1,254.95 paid on November 27, 2002 for tax year 2002.*(The end user of this report is responsible for verifying tax and/or assessment information.)***The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

5-Year Sales History

Parcel No. 228

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Barbara Malloch, Trustee and Lois Lewis, Trustee	Anselmo Hernandez	\$62,000.00*	1/29/01	Y

*Price increase reflects market appreciation and improvements to the residential structure.