

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

Blue Sheet No. 20041068

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 241, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$85,000.00; 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

C6B

3. MEETING DATE:

09-14-2004

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 *[Signature]*

7. BACKGROUND:

Negotiated for: Department of Transportation

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

Property Details

Owners: Julio C. Vazquez Galan and Edith Vazquez
Address: 11207 Wagon Trail, Bonita Springs, 34135
STRAP No.: 25-47-25-B4-00208.0040

Purchase Details

Purchase Price: \$85,000 (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: \$78,000

Staff Recommendation: Staff is of the opinion that the purchase price increase of \$7,000 above the appraised value can be justified, considering the costs associated with condemnation proceedings are estimated to be \$3,000 - \$5,000, excluding value increases and attorney fees and costs. Staff recommends the Board approve the Requested Motion.

Account: 20404330709.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 30700 - Transportation Capital Improvement; 506110 - Land

Attachments: Purchase Agreement; Appraisal (Location Map Included); Recommendation of 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
					QA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>SBY</i>	<i>John D. ...</i>	<i>8/30/04</i>	<i>9/30/04</i>	<i>9/30/04</i>	<i>9/30/04</i>	<i>AS 9/14/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *8/27/04*
Time: *A:10*

Forwarded to:
[Signature]
8/27/04

RECEIVED BY
COUNTY ADMIN: *[Signature]*
8/30/04
9:05 am 8/30/04
COUNTY ADV.
FORWARDED: *[Signature]*
9/14/04
2004

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 241/Vazquez Galan

STRAP No.: 25-47-25-B4-00208.0040

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 1 day of August, 2004 by and between **JULIO C. VAZQUEZ GALAN**, and **EDITH VAZQUEZ**, husband and wife, whose address is 11207 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 .135 acres more or less, and located at 11207 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 4, 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 Eighty-Five Thousand and no/100 (\$85,000.00), 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 SELLER is unaware of any 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:

Hilda V. Tesar
Signature of Witness

Hilda V. Tesar
Print Name of Witness

Mark C. Tesar
Signature of Witness

Mark C. Tesar
Print Name of Witness

SELLER:

Julio C. Vazquez 8/1/04
JULIO C. VAZQUEZ GALAN (DATE)

WITNESSES:

Hilda V. Tesar
Signature of Witness

Hilda V. Tesar
Print Name of Witness

Mark C. Tesar
Signature of Witness

Mark C. Tesar
Print Name of Witness

SELLER:

Edith Vazquez 8/01/04
EDITH VAZQUEZ (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: VAZQUEZ GALAN
PARCEL NO.: 241

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 Reference No. 1974 Sunc Sand., ID# 03B32393S3092), 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 valuation.

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:

Hilda V. Tesar
Signature of Witness

Hilda V. Tesar
Print Name of Witness

Mark C. Tesar
Signature of Witness

Mark C. Tesar
Print Name of Witness

SELLER:

Julio C. Vazquez 8/10/04
JULIO C. VAZQUEZ GALAN (DATE)

WITNESSES:

Hilda V. Tesar
Signature of Witness

Hilda V. Tesar
Print Name of Witness

Mark C. Tesar
Signature of Witness

Mark C. Tesar
Print Name of Witness

SELLER:

Edith Vazquez 8/01/07
EDITH VAZQUEZ (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
Property Description

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-54

Property Address 11207 Wagon Trail Parcel 241** City Bonita Springs State FL Zip Code 34135-5344
 Legal Description Lot 4, Leitner Creek Manor Unit 2 Blk 8, PB 30, PG 80 County Lee
 Assessor's Parcel No. 25-47-25-B4-00208.0040 Tax Year 2002 R.E. Taxes \$ 365.51 Special Assessments \$ \$197/Yr
 Borrower VAZQUEZ, Julio C. + Edith Current Owner Julio C. + Edith Vazquez Occupant Owner Tenant Vacant
 Property rights appraised Fee Simple Leasehold Project Type PUD Condominium (HUD/VA only) HOA \$ N/A /Mo.
 Neighborhood or Project Name Leitner Creek Manor Map Reference 25-47-25 Census Tract 0504.00
 Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A
 Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
 Appraiser Phil Benning, Associate Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901

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

Predominant occupancy Owner Tenant Vacant (0-5%) Vac.(over 5%)
Single family housing PRICE (\$000) 35 AGE (yrs) Low New
Present land use % One family 100 2-4 family Multi-family Commercial Vacant 0
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 59' x 100' per County Records
 Site area 5,900 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 Well on Site Sidewalk None
 Sanitary sewer Street lights Pole lights
 Storm sewer Alley None

Topography Level
 Size Typical
 Shape Rectangular
 Drainage Appears Adequate
 View Residential
 Landscaping Above Average/Citrus
 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, well \$1,000, chain link fence \$2,000, 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			
No. of Stories	One	Exterior Walls	MH/Metal	Crawl Space	Yes	% Finished	N/A	Ceiling	*Adeq.	<input checked="" type="checkbox"/>	
Type (Det./Att.)	Detached	Roof Surface	Metal	Basement	None	Ceiling	N/A	Walls	*Adeq.	<input checked="" type="checkbox"/>	
Design (Style)	Singlewide +	Gutters & Dwnspnts.	Aluminum	Sump Pump	None	Walls	N/A	Floor		<input type="checkbox"/>	
Existing/Proposed	Existing	Window Type	Alum. SH	Dampness	N/A	Floor	N/A	None		<input type="checkbox"/>	
Age (Yrs.)	29/1974	Storm/Screens	No/Yes	Settlement	N/A	Outside Entry	N/A	Unknown		<input type="checkbox"/>	
Effective Age (Yrs.)	10 years	Manufactured House	YES	Infestation	N/A			*Assumed Adeq.			

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												None
Level 1	Area	1	Area	1	1			2	1.5			1,002
Level 2												

Finished area above grade contains: 5 Rooms; 2 Bedroom(s); 1.5 Bath(s); 1,002 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING	Adeq.	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE: Driveway
Floors	Carpet/Vinyl	Type	FWVA	Refrigerator	<input type="checkbox"/> None <input checked="" type="checkbox"/>	Fireplace(s) # 0	None <input type="checkbox"/>
Walls	Paneling	Fuel	Elec.	Range/Oven	<input checked="" type="checkbox"/> Stairs <input type="checkbox"/>	Patio	Garage # of cars
Trim/Finish	Clamshell	Condition	Avg.	Disposal	<input type="checkbox"/> Drop Stair <input type="checkbox"/>	Deck	Attached
Bath Floor	Vinyl	COOLING	Adeq.	Dishwasher	<input type="checkbox"/> Scuttle <input type="checkbox"/>	Porch Encl/240sf	Detached
Bath Wainscot	Molded Fiberglass	Central	Yes	Fan/Hood	<input checked="" type="checkbox"/> Floor <input type="checkbox"/>	Fence	Built-in
Doors	MH Wood	Other	Fans	Microwave	<input type="checkbox"/> Heated <input type="checkbox"/>	Pool	Carport
All in good condition	Condition Avg.	Washer/Dryer	Finished	Shed/144sf	<input checked="" type="checkbox"/>	Driveway	2 Cars

Additional features (special energy efficient items, etc.): Metal siding, shingle roof, vinyl kitchen & bath floors, oak kitchen cabinets & mica tops, cultured marble vanity top/sink, ceiling fans thruout, window treatments, a 240sf enclosed porch and a 144sf storage shed.
 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. Kitchen & bath was remodeled in 1997. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years.
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: No adverse environmental conditions noted on the subject site or in the immediate vicinity.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

Table with columns for Valuation Section, COST APPROACH, and COMMENTS ON COST APPROACH. Includes rows for ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, and INDICATED VALUE BY COST APPROACH.

Table with columns for SALES COMPARISON ANALYSIS, ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes rows for 11207 Wagon Trail, 26676 Calypso Way, 11106 Torchfire Trail, and 26788 Stardust Drive.

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 manufactured home 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, for prior sales, and Analysis of any current agreement of sale, option, or listing of subject property.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 78,000

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

This appraisal is made [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).

(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF July 26, 2003 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE 78,000

APPRaiser: Phil Benning, Associate Signature: Phil Benning, Associate Name: Phil Benning, Associate Date Report Signed: August 18, 2003 State Certification #: 0001220 St. Cert. Res. REA State FL Or State License #

SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: J. Lee Norris, MAI, SRA Name: J. Lee Norris, MAI, SRA Date Report Signed: August 18, 2003 State Certification #: 0000643 St. Cert. Gen. REA State FL Or State License #

Location Map

Borrower/Client VAZQUEZ, Julio C. + Edith			
Property Address 11207 Wagon Trail			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5344
Lender Lee County - County Lands			





RECEIVED
AUG 23 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

Jay Arend
Mayor

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
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

August 18, 2004

Mr. J. Keith Gomez
Property Acquisition Agent
Lee County
PO Box 398
Fort Myers, FL 33902

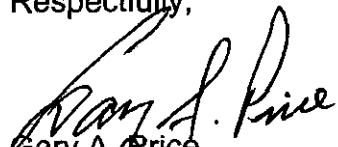
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 241, Vazquez

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

cc: Ken Hoffman, Community Project Coordinator

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

Search No. 25-47-25-B4-00208.0040

Date: November 18, 2003

Parcel: 241

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

STRAP: 25-47-25-B4-00208.0040

Effective Date: October 16, 2003, at 5:00 p.m.

Subject Property: Lot 4, in Block 8, Leitner Creek Manor, Unit 2, recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Julio C. Vazquez Galan and Edith Vazquez, husband and wife.

By that certain instrument dated April 25, 2002, recorded May 6, 2002, in Official Record Book 3638, Page 72, Public Records of Lee County, Florida.

Easements:

1. Subject to Deed Restrictions recorded in Official Record Book 575, Page 808, which rights were assigned in Official Record Book 2603, Page 3024, Public Records of Lee County, Florida.
2. Subject to a six foot utilities easement dedicated on the plat "Leitner Creek Manor, Unit 2" and recorded in Plat Book 30, Page 79, Public Records of Lee County, Florida.

NOTE(1): Subject to a mortgage in the original sum of \$51,116.41 recorded in Official Record Book 3638, Page 73, 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 amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.**Tax Status: \$361.74 paid on November 6, 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. 241

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Janet A. Eggleston	Julio C. Vazquez Galan & Edith Vazquez	\$55,000.00	4/05/02	Y*

The referenced transaction was conducted without the expense/assistance of a real estate broker. Comments by the Grantee indicate the possibility of a distressed sale.