

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

Blue Sheet No. 20050437

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of Parcel 219, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$90,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** The Board avoids Eminent Domain.

**3. MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested.

<b>4. Departmental Category:</b> 6 <span style="float:right; font-size: 2em; font-family: cursive;">CLAB</span>		<b>5. Meeting Date:</b> 04-19-2005
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input checked="" type="checkbox"/> Statute	125
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	Resolution 05-01-10
		<b>8. Request Initiated:</b> <b>Commissioner</b> _____ <b>Department</b> Independent <b>Division</b> County Lands <b>By:</b> Karen L.W. Forsyth, Director <span style="float:right; font-family: cursive;">KLF</span>

**9. Background:**  
Negotiated for: Lee County Department of Transportation

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

**Property Details:**

**Owner:** Daysi Cerritos, a married person, and Eduardo Cerritos, a married person  
**Address:** 11230 Wagon Trail, Bonita Springs, FL 34135  
**STRAP No.:** 25-47-25-B4-00200.0290

**Purchase Details:**

**Purchase Price:** \$90,000 (Inclusive of attorney/appraiser fees and costs and moving expenses).  
**Costs to Close:** Approximately \$1,250 (The seller is responsible for attorney, appraiser, and real estate broker fees, if any).

The property owners originally required \$100,000 for the property. However, through negotiations, they have now agreed to accept \$90,000.

**Appraisal Information:**

**Company:** Carlson, Norris & Associates, Inc.  
**Appraised Value:** \$80,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase above the appraised value can be justified, considering the costs associated with condemnation proceedings are estimated to be \$4,000 - \$6,000, excluding value increases and attorney fees and costs. Staff recommends the Board approve the Action Requested.

**Account:** 20404330709.506110

**Attachments:** Purchase Agreement; Appraisal (Location Map Included); Recommendation of City of Bonita Springs; Title Data; 5-Year Sales History

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Analyst	Risk	Budget Services	Grants	Mgr.	County Manager/P.W. Director
<i>K. Forsyth</i>			<i>SAD 3/30/05</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>CLAB 4/7/05</i>	<i>4/7/05</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty  
 Date: 4/16/05  
 Time: 10:35  
 Forwarded To: Co. Admin.

RECEIVED BY  
 COUNTY ADMIN:  
 4/16/05 MAZ  
 4224  
 COUNTY ADMIN  
 FORWARDED TO:  
 4/17/05

*EW HS*

This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway South Extension/4043  
Parcel: 219/Cerritos  
STRAP No.: 25-47-25-B4-00201.0290

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 22 day of MARCH, 2005 by and between Daysi M. Cerritos, a married person, and Eduardo Cerritos, a married person, joint tenants with right of survivorship, hereinafter referred to as SELLER, whose address is c/o Eduardo Cerritos, 11230 Wagon Trail, Bonita Springs, 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 acre more or less, and located at 11230 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 29, Block 1, Leitner Creek Manor, Unit 2, a subdivision according to the map or plat thereof recorded in Plat Book 30, Pages 79 - 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 No. 4043, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Ninety Thousand and no/100 (\$90,000.00), 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) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER's attorney and appraiser fees, if any.

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

- (a) Recording fee for deed;

- (c) documentary stamps on deed;
- (b) survey, (if desired by BUYER).

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

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

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

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or

polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

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

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

**12. TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before ninety (90) days from the date this agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

18. **SPECIAL CONDITIONS:** BUYER and SELLER hereby covenant that the Purchase Price recited herein, includes payment for moving expenses, attorney and appraiser fees and costs, the manufactured home, additions, improvements, detached shed(s), carport, and for all fixtures, including but not limited to, built-in-appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, awnings, doors, floor covering, and landscaping, 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 any asbestos containing materials are present in/on the Property subsequent to closing and the County taking possession of the Property.

Any additional special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Evelyn Cerritos

Evelyn Cerritos

WITNESSES:

Evelyn Cerritos

Evelyn Cerritos

WITNESSES:

Evelyn Cerritos

Evelyn Cerritos

SELLER:

Daisy M. Cerritos

Daisy M. Cerritos

3-22-05  
(DATE)

SELLER:

Eduardo Cerritos

Eduardo Cerritos

3-22-05  
(DATE)

SELLER:

Carmen Cerritos

3-22-05  
(DATE)

CHARLIE GREEN, CLERK

**BUYER:**  
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)



Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

STA #5, Project 4043

File No. 05-16-04

Property Description: 11230 Wagon Trail, Parcel 219\*\*, City Bonita Springs, State FL, Zip Code 34135-6343. Assessor's Parcel No. 25-47-25-B4-00201.0460. Tax Year 2004. R.E. Taxes \$ 435.45. Special Assessments \$ 197/Yr. Borrower CERRITOS, Daysi + Eduardo J/T. Current Owner Daysi M. + Eduardo Cerritos. Occupant: [X] Owner [ ] Tenant [ ] Vacant. Property rights appraised: [X] Fee Simple [ ] Leasehold [ ] Project Type [ ] PUD [ ] Condominium (HUD/VA only) HOA \$ N/A /Mo. Neighborhood or Project Name: Leltner 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.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

Table with columns for COST APPROACH and VALUATION. Rows include: ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF-IMPROVEMENTS, Dwelling, Scr. porch, Sheds, 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: 11230 Wagon Trail, 11212 Tango Drive, 26766 Stardust Drive, 11380 Redbud Lane. Includes details on sales price, price/gross living area, data and/or verification source, value adjustments, and net adjusted sales price.

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): See attached comments. Adjustments exceeded recommended parameters in some instances due primarily to the differences in livable areas. However, the adjustments appear to be market supported and do not adversely affect the final value estimate. Due to the limited number of recent sales of adequately similar manufactured homes in Leitner Creek Manor, Sale #3 over 1 mile distant in Oak Creek Manor was necessarily utilized.

Table with columns for SALES COMPARISON ANALYSIS. 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 \$ 80,000

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.

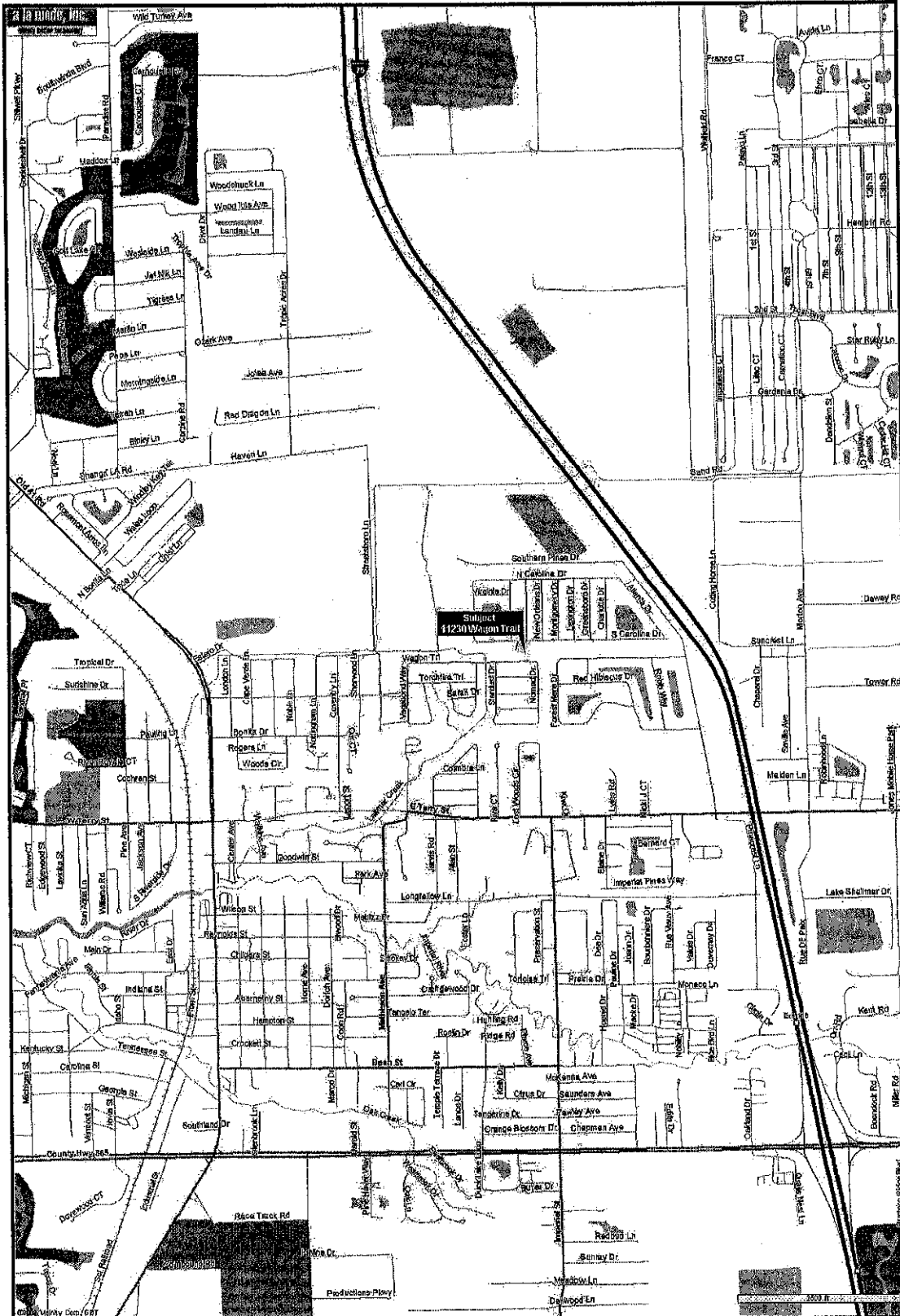
The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF February 19, 2005 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 80,000

APPRAISER: Phil Benning, Associate Signature: [Signature] SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: [Signature] Name: Phil Benning, Associate Name: J. Lee Norris, MAI, SRA Date Report Signed: March 8, 2005 Date Report Signed: March 8, 2005 State Certification #: 0001220 St. Cert. Res. REA State FL State Certification #: 0000643 St. Cert. Gen. REA State FL Or State License #: State Or State License #: State

### Location Map

Borrower/Client CERRITOS, Daysi + Eduardo J/T			
Property Address 11230 Wagon Trail			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5343
Lender Lee County - County Lands			





**RECEIVED**  
MAR 30 2005  
COUNTY LANDS

March 28, 2005

*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

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

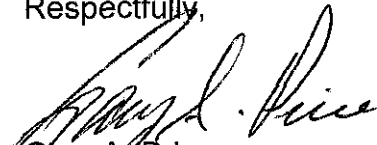
RE: Purchase Agreement – Three Oaks Parkway Extension  
Project No. 4043  
Parcel 219, Cerritos

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/kd

cc: Ken Hoffman, Community Project Coordinator

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

Search No. 25-47-25-B4-00201.0290

Date: January 13, 2005

Parcel: 219

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

STRAP: 25-47-25-B4-00201.0290

Effective Date: December 8, 2004, at 5:00 p.m.

*As of 3-28-05 - No further transactions/documents*  
**Subject Property:** Lot 29, 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:

***Daysi M. Cerritos and Eduardo Cerritos, joint tenants with right of survivorship***

By that certain instrument dated June 27, 1995, recorded June 30, 1995, in Official Record Book 2613, Page 3220, 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 60 foot rear setback line established 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 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 \$32,491.43, recorded in Official Record Book 2613, Page 3221, Public Records of Lee County, Florida. Said mortgage was later assigned in Official Record Book 3584, Page 3136, 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:** \$418.03 PAID on November 24, 2004 for tax year 2004.*(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. 219

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**