

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

**Blue Sheet No. 20050657**

**1. ACTION REQUESTED/PURPOSE:** Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$133,100 for Parcel 246 (inclusive of \$2,000 allowance for moving expenses), Three Oaks Extension Project No. 4043, pursuant to the Purchase Agreement; 2) the Division of County Lands to handle and accept all documentation necessary to complete transaction; 3) authorize payment of moving expense allowance directly to the occupant/tenant.

**2. WHAT ACTION ACCOMPLISHES:** Makes binding offer to property owner.

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

<b>4. Departmental Category:</b> 6 <span style="margin-left: 100px;"><i>CGA</i></span>		<b>5. Meeting Date:</b> <i>06-21-2005</i>
<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	<i>73 &amp; 125</i>
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
		<b>8. Request Initiated:</b>
		Commissioner _____
		Department <u>Independent</u>
		Division <u>County Lands</u>
		By: <u>Karen L.W. Forsyth, Director</u> <i>[Signature]</i>

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

**Interest to Acquire:** Fee-simple acquisition of a residential lot, improved with a mobile home.

**Property Details:**

**Owner:** José Escamilla  
**Occupant/Tenant:** Guillermo Escamilla (brother of owner) and his family  
**Property Address:** 11237 Wagon Trail, Bonita Springs  
**STRAP No.:** 25-47-25-B4-00208.0090

**Purchase Details:**

**Binding Offer Amount:** \$133,100 (inclusive of attorney fees and \$2,000 for moving expenses)  
 In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$133,100, and commence Eminent Domain procedures.

**Appraisal Information:**

**Appraisal Firm:** Carlson, Norris & Associates, Inc.  
**Appraised Value:** \$121,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase above the appraised value can be justified, and will secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action.

**Account:** 20404330709.506110

**Attachments:** Purchase and Sale Agreement, Appraisal Data, Title Data, Bonita Springs Recommendation, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>			<i>SAO 6/16</i>	<i>[Signature]</i>	<i>Analyst</i>	<i>Risk</i>	<i>Grants</i>	<i>Mgr.</i>	<i>[Signature]</i>

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY
COUNTY ADMIN:
<i>6-9-05</i>
<i>[Signature]</i>
COUNTY ADMIN
FORWARDED TO:
<i>[Signature]</i>

Rec. by CoAtty
Date: <i>6/9/05</i>
Time: <i>3:20</i>
Forwarded To:
<i>[Signature]</i>

This document prepared by  
Lee County Division of County Lands  
Project: Three Oaks Parkway South, 4043  
Parcel: 246/Escamilla  
STRAP No.: 25-47-25-B4-00208.0090

**BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
IN LIEU OF CONDEMNATION PROCEEDINGS**

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between José Escamilla, hereinafter referred to as SELLER, whose address is 11237 Wagon Trail, Bonita Springs, FL 34135, 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 11,807 square feet more or less, and located at 11237 Wagon Trail, Bonita Springs, Florida, and more particularly described in Exhibit "A", attached hereto and made a part hereof, hereinafter called the Property. This Property is being acquired for the Three Oaks Parkway South Extension, No. 4043, hereinafter called the Project, with the SELLER's understanding that the Property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Thirty-Three Thousand One Hundred Dollars (\$133,100). The Purchase Price will be paid as to the following: 1) \$131,100 will be payable at closing by County warrant to SELLER, 2) \$2,000 will be paid by BUYER directly to the occupant/tenant for moving expenses. Said Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

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 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.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

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 such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/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 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, landfills, 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 60 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. (Special Conditions are attached hereto and made a part hereof).

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CHARLIE GREEN, CLERK

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

SELLER:

\_\_\_\_\_  
José Escamilla (DATE)

SELLER:

\_\_\_\_\_  
(DATE)

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

SPECIAL CONDITIONS

**BUYER:** Lee County  
**SELLER:** Escamilla  
**PARCEL NO.** 246

Buyer and Seller hereby covenant that the purchase price recited herein includes payment for moving expenses (\$2,000 to be paid by BUYER to tenant/occupant), attorney fees, all fixtures, including but not limited to, built-in appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering and landscaping, and storage shed, 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 fixtures(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(S) hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected for asbestos containing materials and to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

WITNESSES:

**SELLER:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
José Escamilla (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)



November 03, 2004

**THREE OAKS PARKWAY**

**PARCEL 246**

**LYING IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
CITY OF BONITA SPRINGS  
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 25, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of the Southwest Quarter (SW-1/4) of said Section 25 run S 89° 15' 06" W along the north line of said Southwest Quarter (SW-1/4) for 314.86 feet to the northeast corner of Lot 29; thence run S 00° 44' 54" E along the easterly line of said lot 29 for 135.00 feet to an intersection with the northerly right-of-way line of Wagon Trail (60 feet wide); thence continue S 00° 44' 54" E through said Wagon Trail to an intersection with the southerly right-of-way line of Wagon Trail for 60.00 feet as shown and recorded in Plat Book 30, Page 79-80 to the Point of Beginning.

From said Point of Beginning run N 89° 15' 06" E along the northerly right-of-way line of said Wagon Trail for 90.00 feet to a point of curvature; thence run southeasterly along the arc of said curve to the right, having a radius of 30.00 feet (delta 90° 00' 00")(chord bearing S 45° 44' 54" E)(chord 42.43 feet) for 47.12 feet to a point of tangency in the westerly right-of-way line of Nomad Drive (60 feet wide); thence run S 00° 44' 54" E along the westerly right-of-way of said Nomad Drive for 70.00 feet; thence S 89° 15' 06" W for 120.00 feet; thence run N 00° 44' 54" W for 100.00 feet to the Point of Beginning.

Containing 11,806.86 square feet or 0.27 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment.) and are based on the north line of the Southwest Quarter (SW-1/4) of Section 25, Township 47 South, Range 25 East to bear S 89° 15' 06" W.

Exhibit "A"

20013033/Parcel 246



Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

STA #5, Project 4043

Property Description: Property Address 11237 Waqon Trail, City Bonita Springs, State FL, Zip Code 34135-5344

Legal Description: Lots 9+10, Leitner Creek Manor Unit 2, Blk 8, PB 30, PG 80

Assessor's Parcel No. 25-47-25-B4-00208,0090, Tax Year 2004, R.E. Taxes \$ 1,681.61, Special Assessments \$ \$197/Yr

Borrower ESCAMILLA, Jose Est, Current Owner Jose Est Escamilla, Occupant: Owner, Tenant, Vacant

Property rights appraised: Fee Simple, Leasehold, Project Type PUD, Condominium (HUD/VA only), HOA \$ N/A

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.

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.

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.

Project Information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)?

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: 120' x 100' per County Records (2 Lot Site)

Site area: 12,000 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; Electricity, Gas, Water, Sanitary sewer, Storm sewer

Off-site Improvements: Street, Curb/gutter, Sidewalk, Street lights, Alley

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.):

conditions observed; no site survey provided. The site is a larger than typical 2 lot site. Site improvements: Fill/prep/sod \$2,000, impact fee

\$3,200, water/sewer \$4,000, stockade+chain link fence \$3,500, concrete drive \$2,500.

GENERAL DESCRIPTION, EXTERIOR DESCRIPTION, FOUNDATION, BASEMENT, INSULATION

Table with columns for No. of Units, No. of Stories, Type (Det./Att.), Design (Style), Existing/Proposed, Age (Yrs.), Effective Age (Yrs.), Foundation, Slab, Crawf Space, Basement, Sump Pump, Dampness, Settlement, Infestation, Area Sq. Ft., % Finished, Ceiling, Walls, Floor, Outside Entry, Roof, Ceiling, Walls, Floor, Unknown, \*Assumed Adeq.

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

Finished area above grade contains: 8 Rooms, 2 Bedroom(s), 2 Bath(s), 1,543 Square Feet of Gross Living Area

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

Additional features (special energy efficient items, etc.): Mica counters/cabinets, ceiling fans, window treatments, cultured marble vanity tops/sinks,

165sf covered patio and a 177sf storage shed. The site is chain link fenced on 3 sides with stockade fence on the west side.

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 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.

P 244

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 05-16-01

Valuation Section

Table with columns for Valuation Section and COST APPROACH. Rows include: ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, Dwelling, Shed, Covered patio, Garage/Carport, Total Estimated Cost New, Less Physical/Functional/External, Depreciation, Depreciated Value of Improvements, \*As-is\* Value of Site Improvements, 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 contain property details like 11237 Wagon Trail, 26766 Stardust Drive, 11134 Torchfire Trail, 11380 Redbud Lane.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Adjustments exceeded recommended parameters in some instances due primarily to the differences in livable and site areas. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.

Table with columns for SALES COMPARISON ANALYSIS. Rows include: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows contain property details like Date, Price and Data, Source, for prior sales within year of appraisal.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 121,000

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

This appraisal is made as is subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications. Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.

Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. Insufficient market data is available for a reliable GRM.

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

(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 \$ 121,000

APPRaiser: Phil Benning, Associate Signature: [Signature] SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: [Signature] Did X Did Not Inspect Property Name: J. Lee Norris, MAI, SRA 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

## UNIFORM RESIDENTIAL APPRAISAL REPORT MARKET DATA ANALYSIS

These recent sales of properties are most similar and proximate to subject and have been considered in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject. If a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

SALES COMPARISON ANALYSIS

COMMENTS

ITEM	SUBJECT	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	11237 Wagon Trail 25-47-25-B4-00208.0090	26795 Stardust Drive 25-47-25-B4-00201.0560		11212 Tango Drive 25-47-25-B4-00210.0160			
Proximity to Subject		0.20 mile southwest		0.13 mile southwest			
Sales Price	\$ Not a Sale	\$ 115,000		\$ 68,900		\$	
Price/Gross Living Area	\$	\$ 82.61		\$ 87.88		\$	
Data and/or Verification Sources	Inspection Pub. Records	Listing Realtor - Pending Sale MLS#205011152		ORB 4546 PG 3017 MLS/FARES/Lee County			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Sales or Financing Concessions		Conventional Reported		Conventional Reported			
Date of Sale/Time		03/05 PENDING		01/05/05			
Location	LeitnerCrkManor	LeitnerCrkManor		LeitnerCrkManor			
Leasehold/Fee Simple	Fee	Fee		Fee			
Site	12,000sf(2 Lots)	6,720sf (1 Lot) +20,000		5,605sf (1 Lot) +20,000			
View	Residential	Residential		Residential			
Design and Appeal	Singlewide +	Doublewide		Singlewide			
Quality of Construction	MH/Above Avg.	MH/Superior -4,500		MH/Inferior +1,500			
Age	Eff=13, A=32	Eff=11, A=20 -2,300		Eff=15, A=23 +2,300			
Condition	Above Average	Superior -2,300		Inferior +2,300			
Above Grade Room Count	Total Bdrms Baths 8 2 2	Total Bdrms Baths 7 3 2		Total Bdrms Baths 4 2 1		Total Bdrms Baths	
Gross Living Area	1,543 Sq. Ft.	1,392 Sq. Ft. +4,800		784 Sq. Ft. +24,300		Sq. Ft. 0	
Basement & Finished Rooms Below Grade	None	None		None			
Functional Utility	Adequate	576sf Scr.Porch -4,600		260sf Cov.Porch -1,600			
Heating/Cooling	Central/Central	Adequate		Adequate			
Energy Efficient Items	Typical	Central/Central		Central/Central			
Garage/Carport	2 Carport	Typical		Typical			
Porch, Patio, Deck, Fireplace(s), etc.	165sf Cov.Patio	1 Carport +1,000		1 Carport +2,000			
Fence, Pool, etc.	None	408sfCovPorches -1,600		312sf Scr.Porch -1,700			
Other Features	Fenced	112sf MH Utility -900		None			
Net Adj. (total)	177sf Stg. Shed	Fenced +1,000		Fenced +300			
Adjusted Sales Price of Comparable		48sf Stg. Shed +1,000		144sf MH Utility +300			
Date, Price and Data Source for prior sales within year of appraisal	No prior sale in past 36 months per Lee County	Net 42.2% Gross 37.4% \$ 125,600		Net 74.6% Gross 34.2% \$ 120,300		Net Gross % \$	
Comments:							

# Supplemental Addendum

File No. 05-16-01

Borrower/Client	ESCAMILLA, Jose Est		
Property Address	11237 Wagon Trail		
City	Bonita Springs	County	Lee
		State	FL
Lender	Lee County - County Lands	Zip Code	34135-5344

## PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of the appraisal is to estimate market value of the subject as of the effective date of the appraisal. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision regarding the possible purchase of the property.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with the USPAP of the Appraisal Foundation. Data sources typically include observation, public records, First American Real Estate Services, Sunshine MLS, Realtors, other professionals, appraiser's files, builder's contracts, and cost estimating services (Marshall and Swift).

A thorough search is conducted for comparable properties within an appropriate market area and time frames. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion of the value estimate. Limiting conditions are described in the attached addenda.

## USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

## SUMMARY APPRAISAL REPORT

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

## COMMENTS ON THE MARKET AREA

The subject is located in Leitner Creek Manor, a development of manufactured homes in Bonita Springs. Leitner Creek Manor has good proximity to area facilities in Bonita Springs. Improvements in the subject development exhibit a wide range of manufactured home size, style, age and quality.

## COMMENTS ON THE LAND VALUE ESTIMATE

Since Leitner Creek Manor is maturely developed, there are limited land sales in support of the site value estimate. Included for reference are the following:

Parcel# 25-47-25-B4-00211.0180, 60x95, sold in 02/00 for \$15,500 per OR 3224/2042  
Parcel# 25-47-25-B4-00211.0170, 60x95, sold in 06/00 for \$15,500 per OR 3282/1421

## COMMENTS ON THE SUBJECT

The subject is a singlewide manufactured home with another bedroom, bath, and recreation room added with 2 wall unit air conditioners. The family room and laundry room are under central air.

The improvements appear to be situated on the corner lot, Lot 10. Lot 9 adjacent west appears to be a buildable homesite. **Site improvements - Fill/prep/sod \$2,000 contribution for the subject property considers the fact that there is no sod or landscaping on Lot 9, the vacant site.**

## COMMENTS ON THE SALES

Age/condition and quality adjustments are based on observable data, and on comments provided by Realtors familiar with the sales utilized. The adjustments are believed to reflect market reaction to the differences.

All sales lacked the subject's 2nd buildable vacant lot.

All were smaller in livable area. All had less covered parking spaces. All lacked or had smaller sheds. Sales #1 and #5 lacked a 2nd bath. **Listing Realtor confirmed that Sale #5 had only one bath. County database incorrectly indicated two (2) baths.**

Sale #1 included smaller 60sf covered porch partially offsetting the subject's 165sf covered patio. Also included was an oversize 1 carport, and a smaller 80sf MH utility room partially offsetting the subject's larger 177sf storage shed.

Sale #2 was a superior quality home which had a less appealing 1 car carport, a 300sf screened porch more appealing than the subject's 165sf covered patio. Also included was a 168sf MH utility room but no shed. **When Sale #2 was recorded on 02/25/2004, square footage living area of 1,482 square feet was indicated on the MLS data sheet, on the Win2Data printout, and in the leepa.org database. It appears that this has since been revised to 1,373 square feet.**

Sale #3 included a smaller 108sf screened porch equally offsetting the subject's less appealing 165sf covered patio. Also included was a 144sf covered porch. Sale #3 had a smaller 90sf shed partially offsetting the subject 177sf shed.

Sale #4 is a PENDING sale of a superior quality home which included an oversize 1 carport, a 576sf screened porch in addition to 408sf of covered porches and a **112sf MH utility room**. This sale is reportedly due to close within 2 weeks.

# Supplemental Addendum

File No. 05-16-01

File No. 05-16-01

Borrower/Client	ESCAMILLA, Jose Est		
Property Address	11237 Wagon Trail		
City	Bonita Springs	County	Lee
		State	FL
		Zip Code	34135-5344
Lender	Lee County - County Lands		

Sale #5 included larger 312sf screened porch in addition to 260sf of covered porches. Also included was a smaller 144sf MH utility room partially offsetting the subject's larger 177sf storage shed.

After adjustments, sales indicate a range of value of \$119,000 to \$125,600. Greatest emphasis is placed on Sale #1 which is the most recent closed sale. Sales #3, #4 and #5 are supportive.

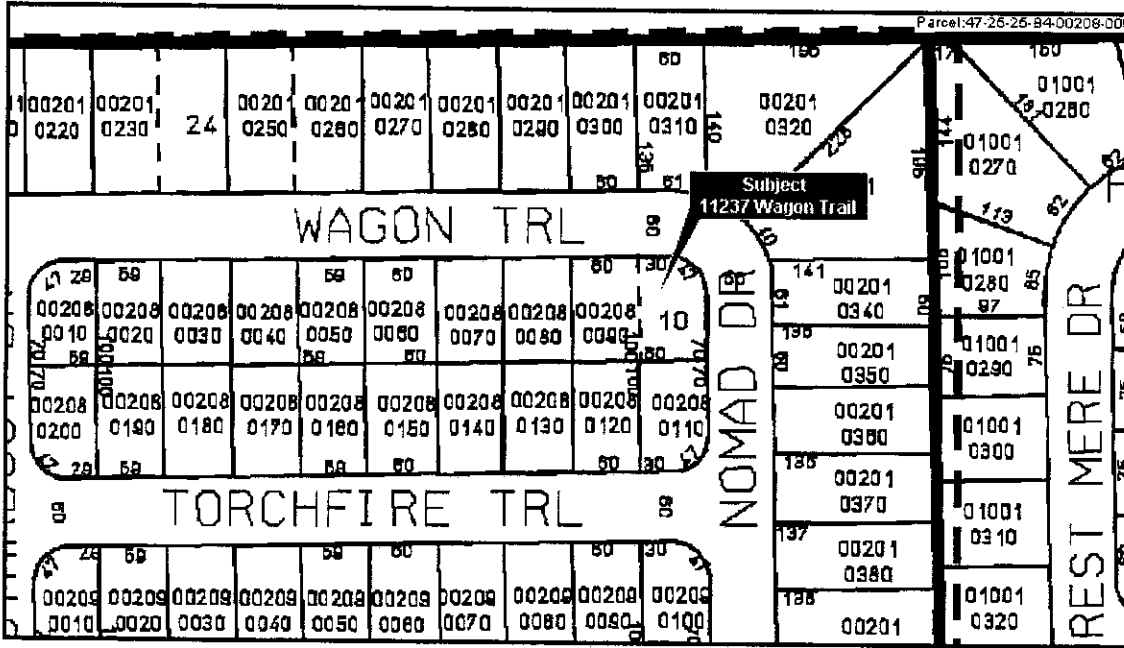
### Location Map

Borrower/Client ESCAMILLA, Jose Est			
Property Address 11237 Wagon Trail			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5344
Lender Lee County - County Lands			



# Plat Map

Borrower/Client ESCAMILLA, Jose Est				
Property Address 11237 Wagon Trail				
City Bonita Springs	County Lee	State FL	Zip Code 34135-5344	
Lender Lee County - County Lands				



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

Search No. 25-47-25-B4-00208.0090

Date: January 18, 2005

Parcel: 246

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-B4-00208.0090

Effective Date: December 14, 2004, at 5:00 p.m.

**Subject Property:** Lots 9 & 10 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:

***Jose Escamilla***

By that certain instrument dated May 19, 1999, recorded May 21, 1999, in Official Record Book 3121, Page 955, 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 \$30,000.00 recorded in Official Record Book 3121, Page 957, Public Records of Lee County, Florida.

NOTE(2): Subject to a mortgage in the original sum of \$3,066.98, recorded in Official Record Book 3176, Page 1209, Public Records of Lee County, Florida.

NOTE(3): 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: \$1,486.28 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.**





City of  
Bonita Springs

9101 BONITA BEACH ROAD  
BONITA SPRINGS, FL 34135  
TEL: (239) 949-6262  
FAX: (239) 949-6239  
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  
Tel. (239) 949-6238

**Audrey E. Vance**  
City Attorney  
Tel. (239) 949-6254

**City Clerk/Treasurer**  
Tel: (239) 949-6250

**Public Works**  
Tel: (239) 949-6246

**Code Enforcement**  
Tel: (239) 949-6257

**Parks & Recreation**  
Tel: (239) 992-2556

May 5, 2005

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

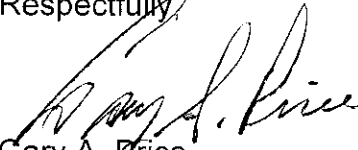
RE: Purchase Agreement – Three Oaks Parkway Extension  
Project No. 4043  
Parcel 103-111, 226, 240, and 246

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcels appear to be reasonable and acquisition 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

**RECEIVED**  
MAY 09 2005

**COUNTY LANDS**

# 5-Year Sales History

Parcel No. 246

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**