

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

**Blue Sheet No. 20061671**

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of Parcel 107 (6,750 sq. ft.), Ortiz Avenue Project 4072, in the amount of \$136,000, pursuant to the terms and conditions set forth in the Agreement. Authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**2. WHAT ACTION ACCOMPLISHES:** The acquisition of property necessary for the Ortiz Avenue widening project, without the necessity of an eminent domain action.

**3. MANAGEMENT RECOMMENDATION:** Approve.

**4. Departmental Category:** 6

**CGA**

**5. Meeting Date:**

JAN 23 2007

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**7. Requirement/Purpose: (specify)**

- Statute 125
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent  
 Division County Lands  
 By: Karen Forsyth, Director

**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee-simple interest (6,750 sq. ft.) in residential property, improved with a single family residence.

Property Details:

Owner: Miriam Reyes & Mefi B. Guerra  
 Location: 224 Ortiz Ave.  
 STRAP No.: 04-44-25-16-00005.0030

Purchase Details:

Purchase Price: \$136,000  
Costs to Close: Estimated to be \$2,500

Appraisal Information:

Company: Carlson, Norris & Associates, Inc.  
Appraised Value: \$132,000

Staff Recommendation: Staff is of the opinion that the purchase price increase of 3% can be justified considering the costs of condemnation to be over \$5,000, excluding any increases in land value, and recommends the Board approve the Action Requested.

Account: 20407218823.506110

Attachments: Purchase Agreement; Appraisal (Location Map Included); Title Data; 5-Year Sales History

**10. Review for Scheduling:**

| Department Director | Purchasing or Contracts | Human Resources | Other           | County Attorney | Budget Services |               |               |               | County Manager/P.W. Director |
|---------------------|-------------------------|-----------------|-----------------|-----------------|-----------------|---------------|---------------|---------------|------------------------------|
|                     |                         |                 |                 |                 | Analyst         | Risk          | Grants        | Mgr.          |                              |
| <i>K. Forsyth</i>   |                         |                 | <i>12/14/07</i> | <i>1-5-07</i>   | <i>1/8/07</i>   | <i>1/8/07</i> | <i>1/8/07</i> | <i>1/8/07</i> | <i>1-10-07</i>               |

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN:  
 1/8/07 9:45 AM  
 COUNTY ADMIN  
 FORWARDED TO:  
 1/10/07 9:00  
 PR

Rec. by CoAtty  
 Date: 1/5/07  
 Time: 3:15pm  
 Forwarded to:  
 Admin

RECEIVED  
 DEC 28 2006  
 LCDOT

1/5/07  
 4:00 pm

This document prepared by  
Division of County Lands  
Project: Ortiz Avenue Widening, No. 4072  
Parcel: 107  
STRAP No.: 04-44-25-16-00005.0030

**BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between MIRIAM REYES and MEFI BOSEF VIDES GUERRA, wife and husband, hereinafter referred to as SELLER, whose address is 921 Alfreda Avenue, Lehigh Acres, Florida, 33971, 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 6,750 square feet, more or less, and located at 224 Ortiz Avenue, Fort Myers, Florida 33905, and more particularly described as Lot 3, Block 5, Parque De Leon, according to the plat thereof, as recorded in Plat Book 6, Page 72, Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Ortiz Avenue widening project, hereinafter called "the Project."

**2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Thirty-Six Thousand and No/100 (\$136,000), 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 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:

- (a) provide 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) pay utility services up to, but not including the date of closing, unless otherwise stated herein;
- (c) pay taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) pay 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) documentary stamps on deed;
- (c) 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 conditions 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 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. SEE ATTACHED SPECIAL CONDITIONS.

WITNESSES:

Eyna Cash 12/21/06  
Jose Luis Gomez

WITNESSES:

Eyna Cash 12/21/06  
Jose Luis Gomez

CHARLIE GREEN, CLERK

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

SELLER:

Miriam Reyes 12-21-06  
Miriam Reyes (DATE)

SELLER:

Mefi Beset Vides Guerra 12/21/06.  
Mefi Beset Vides Guerra (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**

**Page 1**

**BUYER:** Lee County  
**SELLER:** Reyes & Guerra  
**PARCEL NO.** 107

1. Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for improvements, occupant/tenant moving expenses, and all fixtures, including but not limited to, appliances, air conditioning unit, hot water heater(s), screen enclosures, windows, doors, floor covering, fencing and landscaping, as of the date of the Buyer's appraisal.
2. 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 or occupant/tenant 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.
3. 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.
4. 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:

Eva Cogh 12/21/06

Jorge Luis Gomez

WITNESSES:

Eva Cogh 12/21/06.

Jorge Luis Gomez  
CHARLIE GREEN, CLERK

SELLER:

Miriam Reyes 12-21-06  
Miriam Reyes (DATE)

SELLER:

Mefi Boses Vides Guerra 12/21/06  
Mefi Boses Vides Guerra (DATE)

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

\_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY (DATE)

# Uniform Residential Appraisal Report

STA#31, Project 4072  
File # 229650

| There are 13 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 126,900 to \$ 150,000 |                                            | There are 15 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 115,000 to \$ 158,620 |                                               |                                                                           |                    |                                                                            |                    |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------|--------------------|
| FEATURE                                                                                                                                  | SUBJECT                                    | COMPARABLE SALE # 1                                                                                                                         | COMPARABLE SALE # 2                           | COMPARABLE SALE # 3                                                       |                    |                                                                            |                    |
| Address                                                                                                                                  | 224 Ortiz Avenue<br>04-44-25-16-00005.0030 | 4801 Garcia Avenue<br>04-44-25-12-00011.0000                                                                                                | 3993 Manassas Court<br>16-44-25-05-00000.0030 | 336 Chattanooga Street<br>04-44-25-10-00000.0050                          |                    |                                                                            |                    |
| Proximity to Subject                                                                                                                     |                                            | 0.06 mile northeast                                                                                                                         | 1.85 miles southeast                          | 0.41 mile northwest                                                       |                    |                                                                            |                    |
| Sale Price                                                                                                                               | \$ Not a Sale                              | \$ 142,800                                                                                                                                  | \$ 135,100                                    | \$ 149,000                                                                |                    |                                                                            |                    |
| Sale Price/Gross Liv. Area                                                                                                               | \$ sq.ft.                                  | \$ 130.77 sq.ft.                                                                                                                            | \$ 129.90 sq.ft.                              | \$ 149.00 sq.ft.                                                          |                    |                                                                            |                    |
| Data Source(s)                                                                                                                           |                                            | OR 2006000116477                                                                                                                            | OR 2006000057619                              | OR 2006000023481                                                          |                    |                                                                            |                    |
| Verification Source(s)                                                                                                                   |                                            | Win2Data/Public Records                                                                                                                     | Win2Data/Public Records                       | MLS/Win2Data/Public Records                                               |                    |                                                                            |                    |
| VALUE ADJUSTMENTS                                                                                                                        | DESCRIPTION                                | DESCRIPTION                                                                                                                                 | +(-) \$ Adjustment                            | DESCRIPTION                                                               | +(-) \$ Adjustment | DESCRIPTION                                                                | +(-) \$ Adjustment |
| Sales or Financing Concessions                                                                                                           |                                            | Conv.\$114,200 + \$14,300                                                                                                                   |                                               | Conventional \$128,300                                                    |                    | Conventional \$119,200                                                     |                    |
| Date of Sale/Time                                                                                                                        |                                            | 03/21/06                                                                                                                                    |                                               | 02/07/06                                                                  |                    | 01/17/06                                                                   |                    |
| Location                                                                                                                                 | Parque De Leon                             | County Unrec.                                                                                                                               |                                               | East Meadows                                                              |                    | CartersAddnRPPk                                                            |                    |
| Leasehold/Fee Simple                                                                                                                     | Fee Simple                                 | Fee Simple                                                                                                                                  |                                               | Fee Simple                                                                |                    | Fee Simple                                                                 |                    |
| Site                                                                                                                                     | 6,750 Sq.Ft.                               | 7,500 Sq.Ft.                                                                                                                                |                                               | 8,536 Sq.Ft.                                                              | -2,000             | 10,200 Sq.Ft.                                                              | -6,000             |
| View                                                                                                                                     | Residential                                | Residential                                                                                                                                 |                                               | Residential                                                               |                    | Residential                                                                |                    |
| Design (Style)                                                                                                                           | Ranch                                      | Ranch                                                                                                                                       |                                               | Ranch                                                                     |                    | Ranch                                                                      |                    |
| Quality of Construction                                                                                                                  | CBS/Average                                | Frame/Average                                                                                                                               |                                               | CBS/Average                                                               |                    | CBS/Average                                                                |                    |
| Actual Age                                                                                                                               | Eff=15, A=49                               | Eff=15, A=55                                                                                                                                |                                               | Eff=15, A=29                                                              |                    | Eff=15, A=46                                                               |                    |
| Condition                                                                                                                                | Above Average                              | Above Average                                                                                                                               |                                               | Above Average                                                             |                    | Above Average                                                              |                    |
| Above Grade                                                                                                                              | Total Bdrms. Baths                         | Total Bdrms. Baths                                                                                                                          |                                               | Total Bdrms. Baths                                                        |                    | Total Bdrms. Baths                                                         |                    |
| Room Count                                                                                                                               | 5 3 1                                      | 5 3 1                                                                                                                                       |                                               | 5 3 1                                                                     |                    | 5 3 1                                                                      |                    |
| Gross Living Area                                                                                                                        | 1,094 sq.ft.                               | 1,092 sq.ft.                                                                                                                                |                                               | 1,040 sq.ft.                                                              | +2,400             | 1,000 sq.ft.                                                               | +4,200             |
| Basement & Finished Rooms Below Grade                                                                                                    | None                                       | None                                                                                                                                        |                                               | None                                                                      |                    | None                                                                       |                    |
| Functional Utility                                                                                                                       | Loc.Obsol.                                 | None                                                                                                                                        | -7,100                                        | Adequate                                                                  |                    | None                                                                       | -7,500             |
| Heating/Cooling                                                                                                                          | Adequate                                   | Adequate                                                                                                                                    |                                               | Window/Window                                                             | +2,000             | Adequate                                                                   |                    |
| Energy Efficient Items                                                                                                                   | Central                                    | Central                                                                                                                                     |                                               | Typical                                                                   |                    | Typical                                                                    |                    |
| Garage/Carport                                                                                                                           | Typical                                    | Typical                                                                                                                                     |                                               | 1 Carport                                                                 | -2,000             | 2 Carport                                                                  | -4,000             |
| Porch/Patio/Deck                                                                                                                         | Driveway                                   | Driveway                                                                                                                                    |                                               | 81sf Cov.Porch                                                            |                    | 168sf Patio                                                                |                    |
| Other features                                                                                                                           | 74sf Cov.Porch                             | 48sf Cov.Porch                                                                                                                              |                                               | 88sf Utility                                                              | -1,300             | None                                                                       |                    |
| Net Adjustment (Total)                                                                                                                   |                                            | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 7,100                                                                   |                                               | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 7,700 |                    | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ 13,300 |                    |
| Adjusted Sale Price of Comparables                                                                                                       |                                            | Net 5.0 %<br>Gross 5.0 % \$ 135,700                                                                                                         |                                               | Net 5.7 %<br>Gross 12.2 % \$ 127,400                                      |                    | Net 8.9 %<br>Gross 14.6 % \$ 135,700                                       |                    |

SALES COMPARISON APPROACH

did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Lee County Public Records

My research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) MLs and County Public Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

| ITEM                             | SUBJECT                   | COMPARABLE SALE #1        | COMPARABLE SALE #2        | COMPARABLE SALE #3          |
|----------------------------------|---------------------------|---------------------------|---------------------------|-----------------------------|
| Date of Prior Sale/Transfer      | 12/15/03                  | 12/28/05                  | 08/01/77                  | 10/12/05                    |
| Price of Prior Sale/Transfer     | \$70,000                  | \$108,000                 | \$22,000                  | \$111,500 Disqualified Sale |
| Data Source(s)                   | Lee County Public Records | Lee County Public Records | Lee County Public Records | Lee County Public Records   |
| Effective Date of Data Source(s) | 05/30/06                  | 05/30/06                  | 05/30/06                  | 05/30/06                    |

Analysis of prior sale or transfer history of the subject property and comparable sales Prior qualified sales of the subject and comparables appear to be market supported at the time of sale. Other prior sale for Sale #3 was for \$87,000 on 8/12/2005. Sale was coded "03" Disqualified.

Summary of Sales Comparison Approach See Additional Comments on the sales.

Indicated Value by Sales Comparison Approach \$ 132,000

Indicated Value by: Sales Comparison Approach \$ 132,000 Cost Approach (If developed) \$ 132,105 Income Approach (If developed) \$ N/A

The Sales Comparison Analysis reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. The GRM analysis is not utilized due to the lack of income data.

RECONCILIATION

This appraisal is made  "as is",  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. See attached additional limiting conditions. This is a Summary Appraisal Report.

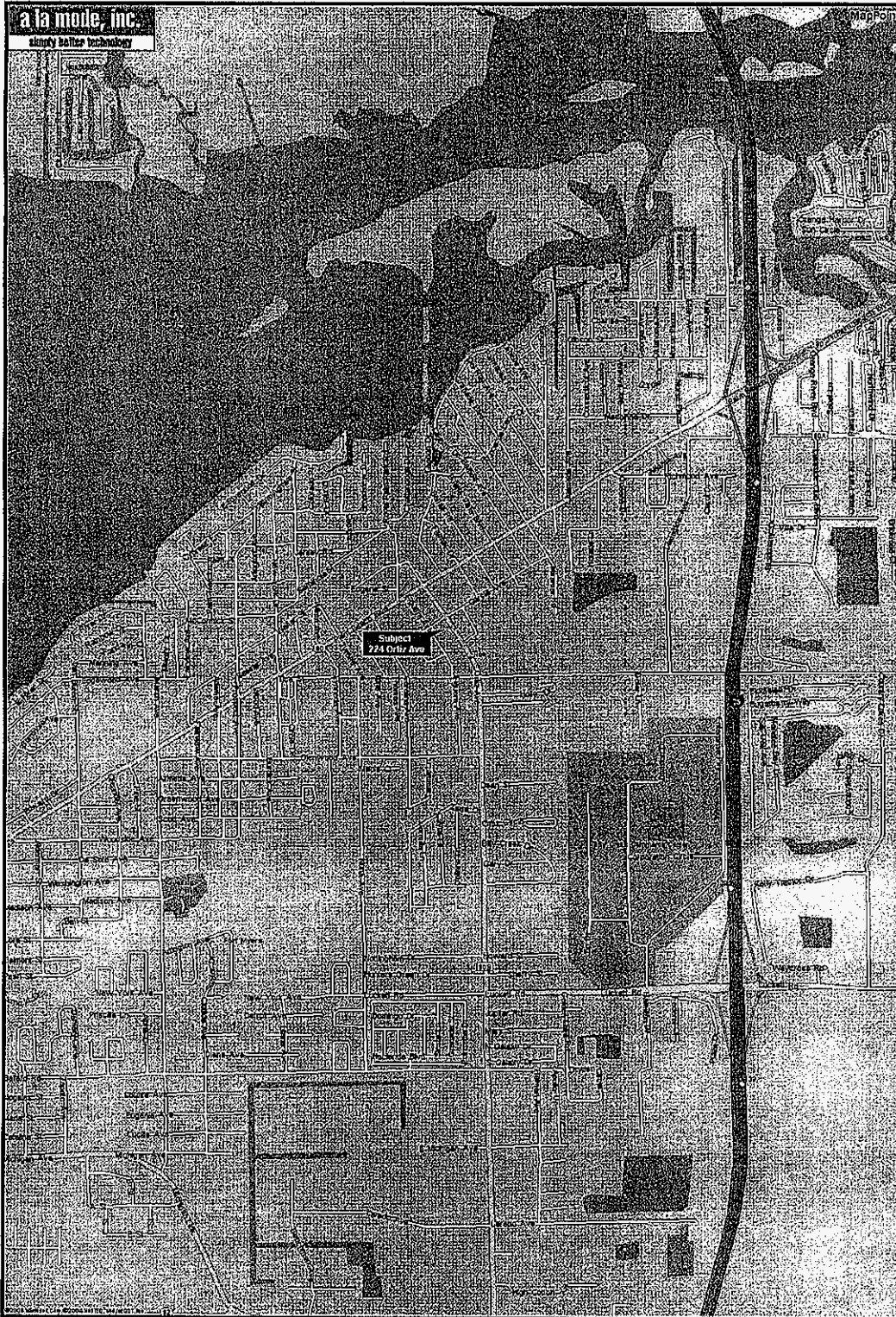
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 132,000 as of May 31, 2006, which is the date of inspection and the effective date of this appraisal.





# Location Map

|                                              |            |          |                     |  |
|----------------------------------------------|------------|----------|---------------------|--|
| Borrower/Client GUERRA, Mefi + REYES, Miriam |            |          |                     |  |
| Property Address 224 Ortiz Avenue            |            |          |                     |  |
| City Fort Myers                              | County Lee | State FL | Zip Code 33905-3674 |  |
| Lender Lee County - County Lands             |            |          |                     |  |



**Division of County Lands**

**Ownership and Easement Search**

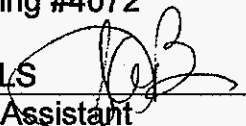
Search No. 04-44-25-16-00005.0030

Date: March 29, 2006

Parcel: 107

Project: Ortiz Avenue Widening #4072

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant 

STRAP: 04-44-25-16-00005.0030

Effective Date: March 24, 2006, at 5:00 p.m.

**Subject Property:** Lot 3, Block 5, PARQUE DE LEON SUBDIVISION, according to the plat thereof, recorded in Plat Book 6, Page 72, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Miriam Reyes** *and Mefi Boof Vides Puerra, h/w*

By that certain instrument dated November 26, 2003, recorded December 15, 2003, in Official Record Book 4147, Page 2676, Public Records of Lee County, Florida.

*Instrument No 2006000137377, recorded 4/4/06*

**Easements:**

None found of record.

NOTE (1): Resolution pertaining to East Lee County Sewer System, recorded in Official Record Book 1669, Page 3414, Public Records of Lee County, Florida.

NOTE (2): Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County Florida.

NOTE (3): Mortgage executed by Miriam Reyes, a single woman in favor of Federal Guaranty Mortgage Co., dated November 26, 2003, recorded December 15, 2003, in Official Record Book 4147, Page 2671, Public Records of Lee County, Florida. *Satisfied*

*Note (4) Mortgage executed by Miriam Reyes, a single woman in favor of New Century Mortgage Co, dated March 27, 2006 recorded as Instrument No 2006000177102*

**Tax Status:** 2005 taxes paid November 28, 2005 in the amount of \$1,435.10.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

*2006 taxes due \$1,174.16 as of 12-21-06*

**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. 107/Reyes

Ortiz Avenue Widening  
Project No. 4072

| Grantor          | Grantee                             | Price    | Date     | Arms Length<br>Y/N |
|------------------|-------------------------------------|----------|----------|--------------------|
| Aminta A. DeLeon | Miriam Reyes                        | \$70,000 | 11/26/03 | Y                  |
| Miriam Reyes     | Miriam Reyes & Mefi B.<br>V. Guerra | \$100    | 4/04/06  | N                  |