Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 20070715

- 1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 308 (7,920 sq. ft.), Ortiz Avenue Project 4072, in the amount of \$57,000, 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 all documentation necessary to complete this transaction.
- **2. FUNDING SOURCE:** <u>Fund</u>: Road Impact Fee Central District; <u>Program</u>: Capital Project: <u>Project</u>: Ortiz Avenue Widening
- **3. WHAT ACTION ACCOMPLISHES:** Acquisition of property necessary for the Ortiz Avenue widening project, No. 4072.
- 4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category	6. Meeting Date:	: MAY 2 9 2007			
7. Agenda: 8. Requirement/Purpose: (specify)			9. Request Initiated:		
X Consent	X	Statute	125	Commissioner	
Administrative		Ordinance		Department	Independent
Appeals		Admin. Code		Division	County Lands
Public		Other		By: Karen	Forsyth, Director
Walk-On					74

10. Background:

Negotiated for: Department of Transportation

<u>Interest to Acquire</u>: Fee-simple interest (7,920 sq. ft.), in residential property improved with a mobile home.

Property Details:

Owner: Yolanda Garcia, a single person, and Maria C. Garcia, a married woman, j/t

Address: 4942 Luckett Road, Fort Myers STRAP No.: 16-44-25-02-0000A.0070

Purchase Details:

Purchase Price: \$57,000 (Purchase price includes payment for moving expenses).

Costs to Close: Estimated to be \$750

Appraisal Information:
Appraised Value: \$55,000

Company: Carlson, Norris & Associates, Inc.

Staff Recommendation:

Staff is of the opinion that the purchase price increase of less than 4% over the appraised value can be justified, considering the costs of condemnation to range from \$5,000 - \$7,000, not including value increases and additional owner's attorney fees/costs.

Account: Ortiz Avenue Widening 4072 – 20407218823.506110

Attachments: Purchase Agreement, Appraisal Data, Location Map, Title Data, 5-Year Sales History								
11. Rev	11. Review for Scheduling:							
Depart- ment Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services Manager/		County Manager/P.W. Director	
Ktoray	4		00519 lun 5/11/0	Robert Spiden	Analyst Risk	Grants Mgr.	5-16-07	
12. Com	mission Ac	tion:		5-15-07	, (110	TOTAL STREET	
_	Appro	ved				Rec. by Co	oAtty	
	Deferr	ed			RECEIVED BY COUNTY ADMIN:	141/260	57	
_	Denied	ŀ			5/ 3:35	Time:		
	Other				15 MP.] 3:920r	^	
					COUNTY ADMIN	Forwarded	To:	
					FORWARDED TO:			

This document prepared by

Lee County
County Lands Division
Project: Ortiz Avenue 4072
Parcel: 308/ Garcia & Garcia

STRAP No.: 16-44-25-02-0000A.0070

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 _____, 20___ by and between Yolanda Garcia, a single person and Maria C. Garcia, a married woman, as joint tenants with rights of survivorship hereinafter referred to as SELLER, whose address is 1651 Heiman Avenue, Fort Myers, FL 33905, 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 7,920 square feet more or less, and located at 4942 Luckett Road, Fort Myers, Florida 33905, and more particularly described as Lot 7 Block A, Golden Lake Heights Subdivision, as recorded in Plat Book 10, Page 11, Public Records of Lee County, Florida, hereinafter called the "Property". This Property will be acquired for the Ortiz Avenue Widening Project No. 4072, hereinafter called the "Project."
- 2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Fifty-Seven Thousand and no/100 dollars (\$57,000.00), payable at closing by County Warrant. The Purchase Price includes payment for moving expenses.

- 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, 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 (deed and affidavit to be prepared by BUYER'S title agent, at BUYER'S expense);
 - (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) 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. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector.

- 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 30 days after notice, BUYER may elect to accept the Property in its existing condition 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 or BUYER may terminate this Agreement without obligation.
- 11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER, to the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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, to the best of SELLER'S knowledge, 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.
- 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 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 5 of 5

- 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:	SELLER: What are a selection of the sel				
WITNESSES:	SELLER: Masia C. Hassa: 5-3-6 Maria C. Garcia (DATE)				
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS				
BY:	BY: CHAIRMAN OR VICE CHAIRMAN				
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY				
	COUNTY ATTORNEY (DATE)				

SPECIAL CONDITIONS Page 1

BUYER: Lee County **SELLER**: Garcia & Garcia

PARCEL NO. 308/4942 Luckett Rd.

- 1. BUYER and SELLER hereby covenant that the purchase price recited herein, except as noted below, includes payment for the ±781 square foot mobile home (Est. 1969, PLYM Mobile Home ID NO. 60GV566312), improvements, patio, windows, doors, floor covering, fencing, landscaping, moving expenses, and all fixtures, including but not limited to the air conditioning unit, hot water heater, and range as of the date of the BUYER'S appraisal.
- 2. BUYER'S authorized agent will inspect the home and all other real property and improvements prior to closing. Removal of any fixtures(s), other than provided herein, by SELLER or occupant/tenant may cause a delay in closing and a reduction in the purchase price. 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.

WITNESSES:	SELIZER:
WITNESSES:	SELLER: Maria C. Larur 5-3-07 Maria C. Garcia (DATE)
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY: DEPUTY CLERK (DATE)	BY: BY:CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	OFFICE OF THE COUNTY ATTORNEY DATE)

STA# 45, Project 4072

	ESTIMATED SITE VALUE	Unimproved sit	e	\$ 28,0		Approach (such as.	source of cost estimate	sita value	
	ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS: square foot calculation and for HUD, VA and FriHA, the estimated remaining								
	Dwelling78	1 Sq. Ft. @\$49.00) = \$38	<u>,269</u>	economic life of the	property): See :	attached for floor pla	n and area	
퓻	0	_ Sq. Ft. @\$			calculations S	Subject site is d	eveloped to its highe	est and best	
2	Concrete patio, 450 Garage/Carport			<u>,125</u>	use. No appare	ent functional or	r locational obsolesc	ence noted.	
	Total Estimated Cost New	\$q. Ft. @\$		394		ttached for comments on land value. Costs are supported, all known builder's costs & completed appraisals			
COST APPROACH	Less Phys		External	<u>,554</u>	retained in the	nuncer's costs	<u>& completed apprais</u>	sais .	
ပ	Depreciation21	1,387	=s	21,3		Appreiser 2 Offic	o mes.		
	Depreciated Value of Impr	overnents	<u>=</u> \$_	18,0		Economic Age/L	ife Method	•	
	"As-is" Value of Ske Impro		=\$_	10,0		ining economic	: life = 16 years.		
_	INDICATED VALUE BY CO	ST APPROACH SUBJECT	=\$	56,0					
	4942 Lucke		COMPARABL 4974 Dean Street		4010 Sabal Lane		COMPARABL		
	Address 16-44-25-02		09-44-25-14-0001		03-44-25-01-00043		4926 N Gálaxy Dri 16-44-25-03-0000	• •	
	Proximity to Subject .		0.61 miles N		2.21 miles NE		0.17 miles S	2,0020 >	
	Sales Price	\$ Not a Sale	\$ 100 miles 100	55,000	******************	60,000	AND THE STATE OF T	85,000	
	Price/Gross Living Area Data and/or	\$ 7						NAME OF THE OWNER, OWNER, OWNER, OWNER, OWNER, OWNER,	
	Verification Source	Inspection Pub.Records	Instr. 2007000132 MLS/Win2Data/Le	•	Instr. 20060002416		Instr. 20060001903	364	
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	MLS/WIn2Data/Lee DESCRIPTION	+(-)\$ Adjust.	MLS/Win2Data/Lec		
	Sales or Financing		PMM-Private	; // /o majuate	Cash	T(-) & Adjust	Cash	+(-)\$ Adjust.	
	Concessions		\$47,000	<u> </u>	Indicated		Indicated		
	Date of Sale/Time		4/24/2007		6/16/2006		5/10/2006		
١	Location Leasehold/Fee Simple	Golden Lake Hts	Ortiz Subd		TerryTice+Vandawl	ļ	Golden Lake Hts		
١	Leasenoid/Fee Simple Site	Fee 7,920 Sq.Ft.	14,000 Sq.Ft.	F 200	Fee 10.000 Se Et Line		Fee -		
	View	Residential	Residential	-5,300	10,000 Sq.Ft Use Residential	-1,800	13,865 Sq.Ft.	-5,200	
	Design and Appeal	Singlewide	Singlewide		Doublewide	:	Residential Doublewide		
	Quality of Construction	MH/Avg.	MH/Avg.		MH/Avg.		MH/Superior	-2,400	
	Age	Eff=19, A=38	Eff=24, A=34	+2,800	Eff=25, A=43	+3,400	Eff=15, A=25	-2,300	
	Condition Above Grade	Above Average Total Bdrms Baths	Inferior	+2,800	Inferior	+3,400	Superior	-2,300	
2	Room Count	5 4 2	Total Bdrms Baths 5 3 1,5	+3,000	Total Borms Baths 4 2 1.5		Total Bdrms Baths		
	Gross Living Area	781 Sq. Pt.	732 Sq. Pt,	+1,600	900 Sq. Ft.	+5,000 -3,800	6 3 2 1,152 Sq. Ft.	+2,000 -11,900	
4	Basement & Finished	None	176sf Utility	-1,400	None		None	-11,500	
	Rooms Below Grade	Cent.WaterUtilitie			Cent.WaterUtillties		Cent.WaterUtilities		
-	Functional Utility	Adequate	Adequate		Adequate		Adequate		
_	Heating/Cooling Energy Efficient Items	Wall Units/Same Typical	Cent/WallUnit Typical	-1,000	WallUnit/WallUnit		Central/Central	-2,000	
7 1	Garage/Carport	Driveway	1 Carport	-2,000	Typical 1 Car Carport	-2,000	Typical Driveway		
	Porch, Patio, Deck,	450sf patio	260sfScr.Porch	-1,800	207sf Scr.Porch	-1,400	256sf Encl.Porch	-2,900	
	Fireplace(s), etc.	None	None	i	40sf Shed	-300	264sf Stoop	-500	
	Fence, Pool, etc. Other Features	Fenced None	Fenced		Fenced	<u> </u>	Fenced		
	Net Adj_ (total)	None	Detached Sheds	-1,900	100sf MH Utility - :\$	-800 1,700	80sf MH Utility	-600 -28,100	
	Adjusted Sales Price		ENERGY SECTION		28884		Wildian Poster of a West	-28,100	
	of Comparable		Gross (1025)26 \$	53,100	MAIG1099-88-5194 \$	61,700	Gross (37:8\% \$	58,900	
	Comments on Sales Comp	arison (including the subj	ect property's compatibili	ty to the neighborho	ood, etc.): <u>Se</u>	e attached com	ments. Due to the I	imited	
ı	number of recent sal to the effective date,	and Sales #2 and t	Mar manufactured	nomes in the in	mediate market are	ea, Sales #2 and	#3 recorded over 6	months prior	
	stabilizing market. A	diustments exceed	ed recommended ou	idelines due or	imariiv to the land a	rea and age/col	ndition differences o	na ftho	
	comparables. The a	djustments are mar	ket supported and d	o not adversely	affect the final value	e estimate.	·		
H	ITEM	AND IFOR					`		
₽	Date, Price and Data	\$UBJECT 9/30/2005, \$14,700	9/20/2006, \$35,500		COMPARABLE		COMPANABLE	NO. 3	
	Source, for prior sales	coded 00 disqual,	Per Lee County		No qualified sale no in past twelve mon		6/25/01, \$52,700 Coded "06" qualifie	d	
Ŀ	vithin year of appraisal	per Lee County	Public Records		per Lee County		per Lee County		
	Analysis of any current agre	eement of sale, option, or	listing of subject propert	y and analysis of an	y prior sales of subject ar	nd comparables with	nin one year of the date of	appraisal:	
-	The subject property is not listed in the regional MLS.								
H	NDICATED VALUE BY SAI	LES COMPARISON APPR	OACH				\$	55,000	
	NDICATED VALUE BY INC			ket Rent \$	N/A /Mo, x G	ross Rent Munipiler		22,000	
	This appraisal is made 🔀 "as is" 💹 subject to the repairs, alterations, inspections or conditions listed below 📗 subject to completion per plans & specifications,								
ľ	Conditions of Appraisal: The value reported herein is based on the extraordinary assumption that the window units of the subject will be reinstalled.								
h	Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost								
II.	Approach is supportive. Insufficient market data is available for a reliable GRM.								
L	<u> </u>	<u> </u>							
1	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 Freddle 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 April 26, 2007 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 55,000								
	APPRAISER: Phil Benning, Associate SUPERVISORY APPRAISED ONLY IF THE UNITED IN J. Lee Norris, MAI, SRA								
9	ilgnature	/\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		Signal	ure		Did	🔀 Did Not	
	lame Phil Benning, A				J. Lee Norris, MAI,		Inspec	t Property	
	late Report Signed April tate Certification # RD		REA SMA		Report Signed April 27 Certification # 000064	7, 2007 43 St. Cert. Ge	n RFA	State FL	
	r State License #		Stat		te License #			State	
			7	PAGE 2 OF 2			Fannie Mae	Form 1004 6-93	
dd	e Mac Form 70 6/93	<u> </u>	UA2/_ "WinTOTAL" appr				i anno iviac	112111111007 0-30	

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. It 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. ITEM SUBJECT COMPARABLE NO. 4 COMPARABLE NO. 5 COMPARABLE NO. 6 4942 Luckett Road 130 Connestoga Trail Address 16-44-25-02-0000A.0070 36-43-24-09-00002.0060 Proximity to Subject 4.19 miles NW Sales Price Not a Sale 64,600 Price/Gross Living Area 79.17 Ф Inspection Instr 2006000434488 Data and/or Verification Sources Pub.Records MLS/Win2Data/Lee County VALUE ADJUSTMENTS DESCRIPTION DESCRIPTION DESCRIPTION DESCRIPTION +(-)\$ Adjust. +(-)\$ Adjust. +(-)\$ Adjust. Sales or Financing PMM-Private \$50,000 Concessions Date of Sale/Time 11/20/2006 Location Golden Lake Hts Carriage Village -10,000 Leasehold/Fee Simple Fee Fee Site 7,920 Sg.Ft. 5,390 Sq.Ft. +2,200 View Residential Residential Design and Appeal Singlewide Singlewide MH/Avg. MH/Avg. Quality of Construction Age Eff=19, A=35 Eff=16, A=35 -1,700 Condition Above Average -1,700 Superior Above Grade Total Bdrms: Baths Total Bdrms Baths Total Bdrms: Baths Total Bdrms Baths Room Count 5 4 2 5 3 2 +2.000 Gross Living Area 816 Sq. Ft. -1,100 781 Sq. Ft. Sq. Ft. Sq. Ft. Basement & Finished None 100sf Utility -800 Cent.WaterUtilitie Cent, Water Utilitie Rooms Below Grade Functional Utility Adequate Adequate Wall Units/Same Central/Central -2,000 Heating/Cooling **Energy Efficient Items** Typical Typical Garage/Carport Driveway 1 Carport -2,000 450sf patio 244sfScr.Porch Porch, Patio, Deck, +2,200 None None Fireplace(s), etc. Fence, Pool, etc. Fenced None +1,500 Other Features None None **X** - : -11,400 + 1 + Net Adj. (total) Adjusted Sales Price of Comparable 18 in 53,200 riors. Date, Price and Data No prior sale No qualified sale noted in Source for prior sales in past 36 months in past twelve months within year of appraisal per Lee County per Lee County Comments:

Market Data Analysis 6-93

EXECUTIVE SUMMARY

PROJECT NAME: STA #45, Ortiz Widening Project 4072

PARCEL NUMBER: 308

OWNER OF RECORD: Yolanda + Maria C. Garcia

STRAP NUMBERS: 16-44-25-02-0000A.0070

LOCATION: 4942 Luckett Road

LAND AREA: 7,920 Sq.Ft.

IMPROVEMENTS: Mobile Home

ZONING/LAND USE: MH-1, Mobile Home

ESTIMATE OF VALUE - COST-APPROACH: \$56,007

ESTIMATE OF VALUE - MARKET APPROACH: \$55,000

ESTIMATE OF VALUE - INCOME APPROACH: N/A

FINAL VALUE ESTIMATE:

If other than fee simple value:

TYPE OF EASEMENT (OR OTHER INTEREST):

VALUE:

PER UNIT VALUE (i.e. square foot):

PERCENTAGE OF UNIT VALUE AND DOLLAR AMOUNT:

(i.e.: 25% of fee X \$10 = \$2.50 psf)

PER ACRE VALUE: Not Applicable

INTEREST APPRAISED: Fee Simple

DATE OF VALUATION: April 26, 2007

APPRAISER: Phil Benning, State Certified Residential Appraiser #RD1220

SPECIAL ASSUMPTIONS: Window units for air conditioning will be re-installed.

Division of County Lands

Ownership and Easement Search

Search No. 16-44-25-02-0000A.0070

Date: October 31, 2006

Parcel: 309

Project: Ortiz Avenue Widening (Luckett Rd.),

4072

To: J. Keith Gomez

Property Acquisition Agent

From: Bill Abramovich

Real Estate Title Examiner

STRAP: 16-44-25-02-0000A.0070

Effective Date: October 28, 2006, at 5:00 p.m.

Subject Property: Lot 7, Block A, GOLDEN LAKES HEIGHTS SUBDIVISION, a subdivision according to the map or plat thereof recorded in the office of the Clerk of Circuit Court, in and for the LEE, County, Florida in Plat Book 10 at Page 11, including a 1969 PLYM Mobile Home, Florida I.D. #60GV566312.

Title to the subject property is vested in the following:

Yolanda Garcia, a single woman and Maria C. Garcia, a married woman as joint tenants with rights of survivorship

By that certain instrument dated February 15, 2006, recorded February 17, 2006, in Instrument Number 2006000073899, Public Records of Lee County, Florida.

Easements:

- 1. Utility Easements established on the Plat of Golden Lake Heights Subdivision recorded in Plat Book 10, Page 11, Public Records of Lee County, Florida.
- 2. Florida Power and Light Company Easement in Deed Book 256, Page 365, Public Records of Lee County, Florida.

NOTE (1): 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 (2): Judgment against a/an Yolanda Garcia recorded September 2, 2004, in Official Record Book 4417, Page 1675 and re-recorded August 1, 2006 in Instrument Number 2006000300782, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (3): Judgment against a/an Maria Garcia recorded August 4, 2006, in Instrument Number 2006000307434, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Maria M. Barcia - defferent funcia

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Division of County Lands

Ownership and Easement Search

Search No. 16-44-25-02-0000A.0070

Date: October 31, 2006

Parcel: 309

Project: Ortiz Avenue Widening (Luckett Rd.),

4072

NOTE (4): Judgment against a/an Maria Garcia recorded November 24, 1997, in Official Record Book 2891, Page 3152 and re-recorded December 15, 1997, in Official Record Book 2899, Page 1698, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (5): Judgment against a/an Maria Yolanda Garcia recorded June 25, 1998, in Official Record Book 2977, Page 2540, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (6): Judgment against a an Maria Garcia recorded June 19, 2003, in Official Record Book 3964, Page 2566, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Roy forms of Maria Garcia.

NOTE (7): Judgment against a/an Maria Trevino Garcia recorded January 27, 2004, in Official Record Book 4183, Page 621 and re-recorded March 3, 2004, in Official Record Book 4215, Page 3045, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (8): Judgment against a/an Ruben Garcia recorded December 3, 2001, in Official Record Book 3531, Page 2553 and re-recorded December 26, 2001, in Official Record Book 3545, Page 4283, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Tax Status: Taxes in the amount of \$715.43 have been paid on January 26, 2006. (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 or warranty as to its accuracy.

5-Year Sales History

Parcel No. 308/Garcia & Garcia

Ortiz Avenue Widening Project No. 4072

Grantor	Grantee	Price	Date	Arms Length Y/N
Darlene Head	Rueben Garcia	\$14,700	9/30/05	N
Rueben Garcia	Yolanda Garcia & Maria Garcia, j/t	\$100	2/17/06	N

	#XTR#O	2000 2000 2000 2000	0330	01302 01303 01303 01303 0034 0290 0270 0290 01303 01303 01303 01303 01303 01303 01303 01303 01303 01303 01303 01303 01303 01303 0200 0110
MARS ST		100 100	104425 10000 1000 1000 1000 1000 1000 1000 1000 1000 1000	
	Same Cara Gape Cara Fort Myers Samber Samber Samber Season	Parcel Hooks Hydro Features Road Center Line Township Range Lines Township Range Labels Section Lines City Limits	Lot Condo Block Condo Lot Condo Building Parcels	Legend Selected Features