

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

Blue Sheet No. 20030331

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 244, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$72,000, pursuant to the terms and conditions set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement; authorize payment of necessary costs to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 3

C6C

3. MEETING DATE:
04-01-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE 125
- ORDINANCE
- ADMIN.
- OTHER

6. REQUESTOR OF INFORMATION

- A.
- B. DEPARTMENT *Independent*
- C. DIVISION *County Lands*
- BY *Karen L. W. Forsyth, Director*

7. BACKGROUND: Pursuant to an agreement with the City of Bonita Springs, the Division of County Lands has been requested by the Department of Transportation to acquire property for the Three Oaks Parkway South Extension Project No. 4043.

This acquisition consists of the fee interest in the property, improved with a single-family mobile home, located at 11225 Wagon Trail, being further identified as STRAP No.: 25-47-25-B4-00208.0070.

The owners of Parcel 244, Alfredo Mesa and Mercedes Hernandez, have agreed to sell the property to the County for \$72,000.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$1,500. The seller is responsible for real estate broker and attorney fees, if any.

The property was appraised by the firm of Carlson, Norris and Associates, Incorporated. The salient appraisal data is attached for reference.

Staff recommends that the Board approve the Requested Motion.

Funds will be available in Account 20404330709.506110
 20 - CIP
 4043 - Three Oaks Parkway South Extension
 30709 - Trans - Capital - Bonita
 506110 - Land

Attachments: Purchase Agreement
 Appraisal
 Letter from City of Bonita Springs
 Ownership/Title Data
 5-Year Sales History

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>			<i>3/18/03</i>	<i>3-18-03</i>	OA <i>3/14/03</i>	OM <i>3/14</i>	RISK <i>3/14/03</i>	GC <i>3/19/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *3/18/03*
 Time: *3:00 pm*
 Forwarded to:
3/19/03

RECEIVED BY
 COUNTY ADMIN. *EW*
3/19 9:00
 COUNTY ADMIN. *BH*
 FORWARDED TO:
3/19 5:00

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway Extension, No. 4043
Parcel: 244/Mesa & Hernandez
STRAP No.: 25-47-25-B4-00208.0070

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 Alfredo Mesa and Mercedes Hernandez, Owners, hereinafter referred to as SELLER, whose address is, 11225 Wagon Trail, Bonita Springs, Florida 34135, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

PLEASE RUSH!

1. **AGREEMENT TO PURCHASE** . BUYER agrees to purchase, as set forth below, a parcel of land and located at 11225 Wagon Trail, more particularly described as certain subdivision known as LEITNER as shown on map or plat thereof on file and on record of the Circuit Court of Lee County, Florida, Pages 79 and 80, hereinafter called "the Project." This property will be sold and conditions set forth or less, 34135 and certain y to the Clerk of the Clerk, Pages 79 and 80, hereinafter called "the Project." This property will be acquired for the Three Oaks Parkway South Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Seventy-Two Thousand and No/100 (\$72,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide

title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. CONDITION OF PROPERTY; RISK OF LOSS: BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. SELLER'S INSTRUMENTS AND EXPENSES: SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

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

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

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

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

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that 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 one hundred twenty (120) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Jose Luis Gomez

SELLER:

A. Mesa *3/5/03*
Alfredo Mesa (DATE)

WITNESSES:

Jose Luis Gomez

SELLER:

M. Hernandez *3/5/03*
Mercedes Hernandez (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)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Mesa & Hernandez
PARCEL NO.: 244

A.R.H. 3/5/03 M.H. 3/5/03

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for relocation expenses, the manufactured home (~~Model~~ *Manufacturer's tag numbers FLA 142285 & 142286*), additions, improvements, detached shed(s), landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, awnings, doors and floor covering, as of the date of the BUYER'S appraisal.

BUYER'S authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixture(s) by SELLER may cause a delay in closing and a reduction in the Purchase Price. All additional costs associated with any breach of this covenant will be paid by the SELLER. This covenant shall survive closing.

Upon the BUYER'S written acceptance of this Agreement, SELLER hereby gives permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

Joseph Luis Gomez

SELLER:

Alfredo Mesa *3/5/03*
Alfredo Mesa (DATE)

WITNESSES:

Joseph Luis Gomez

SELLER:

Mercedes Hernandez *3/5/03*
Mercedes Hernandez (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Summary Appraisal Report UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-06

Property Address: 1125 Wagon Trail
 Parcel 244, City Bonita Springs
 State FL Zip Code 34135-5347
 Legal Description: Lot 7, Leiner Creek Manor Unit 2 Bk 8, P3, PG 80
 County Lee
 Assessor's Parcel No. 25-47-25-B4-00208.0070
 Tax Year 2001 R.E. Taxes \$ 469.48
 Special Assessments \$ 189/T
 Borrower MESA Alfredo+HERNANDEZ Mercedes
 Current Owner Alfredo Mercedes Hernandez TIC Occupant
 Project Type PUD
 Condominium (HUD/VA only) HOA \$ N/A
 Property Rights appraised
 Fee Simple
 Leasehold
 Neighborhood or Project Name Leiner Creek Manor
 Map Reference 25-47-25
 Census Tract 0504.00
 Sale Price \$ Not Sale
 Date of Sale N/A
 Description and amount of loan charges/concessions to be paid by seller N/A
 Lender/Clien Lee County - County Sales
 Appraiser Phil Berning, Associate
 Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901

Notes: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics:
 Bordered by South Carolina Drive (N), L-75 (E), US Business 41 (W), E Terry Street (S). Maturely developed with predominantly 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 are no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of average-good quality homes that are adequately maintained and that have average-good appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Stable to increasing employment and property values are prevalent.
 Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
 No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Supply & demand are in balance, with typical marketing time 4-6 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.
 Project information for PUD (if applicable) - - Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No N/A
 Approximate total number of units in the subject project N/A
 Approximate total number of units for sale in the subject project N/A

Dimensions 60' x 100' per County Records
 Site area 6,000 S.F.
 Corner Lot Yes No
 Specific zoning classification and description M-1, Mobile Home Conservation
 Legal Legal nonconforming (grandfathered use) Illegal No zoning
 Highest & best use as improved: Present use Other use (explain)
 Off-site improvements Type Public Private
 Street Asphalt paved
 Curbs/gutter None
 Sidewalk None
 Street lights Pole lights
 Alley None
 Sanitary sewer
 Water
 Gas
 Electricity
 Utilities Public
 Other
 Present use Other use (explain)
 Topography Level
 Size Typical
 Shape Primarily Rectangular
 Drainage Residential
 View Residential
 Landscaping Typical
 Driveway Surface Concrete
 Apparent easements Standard Utility
 FEMA Special Flood Hazard Area Yes No
 FEMA Zone X
 Map Date 07/20/1998
 FEMA Map No. 1251240510D
 No adverse site conditions observed; no site survey provided. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$2,000, concrete driveway, \$1,200, impact fee \$2,700, water/sewer \$4,000.

GENERAL DESCRIPTION
 No. of Units One
 Foundation Concrete Piers
 Slab None
 Crawlspace Yes
 No. of Stories One
 Exterior Walls MH/Metal
 Roof Surface Detached
 Roofing Existing
 Gutters & Downspouts Alum. SH
 Sump Pump None
 Dampness N/A
 Settlement N/A
 Outside Entry N/A
 Age (Yrs) 21/1981
 Storm/Screenes No/Yes
 Manufactured House YES
 Living 12 years
 EXTERIOR DESCRIPTION
 Foundation Concrete Piers
 Slab None
 Crawlspace Yes
 No. of Stories One
 Exterior Walls MH/Metal
 Roof Surface Detached
 Roofing Existing
 Gutters & Downspouts Alum. SH
 Sump Pump None
 Dampness N/A
 Settlement N/A
 Outside Entry N/A
 Age (Yrs) 21/1981
 Storm/Screenes No/Yes
 Manufactured House YES
 Living 12 years
 Rooms: Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other
 Area Sq. Ft. 1,152
 Level 1
 Level 2
 Finished area above grade contains: 4 Rooms, 2 Bedrooms(s), 2 Baths(s), 1,152 Square Feet of Gross Living Area

INTERIOR
 Materials/Condition HEATING Adeg. KITCHEN EQUIP. ATTIC AMENITIES CAR STORAGE 1 Carport+
 Floors Carpet/Vinyl Type Cent. Ranges/Oven Range/Over
 Walls MH/Panelling Fuel Elec. Disposal Drop Stair Pato
 Bath Floor Vinyl COOLING Adeg. Dishwasher Scuttle Deck Attached Garage
 Bath Watercov. Ceramic Tile Central Yes Floor Heated Pool Enclosed/252st
 Doors MH Wood Other Fans Microwave Wash/Dryer Finished Attach Utility/144st
 All in above average condition
 Condition Good
 Additional features (special energy efficient items, etc.): Metal siding, cathedral ceilings, carpet, vinyl kitchen & bath floors, mica counters and cabinets.
 Ceiling fans: Window treatments, security system, 1 car+ covered parking, 252st enclosed porch & an attached 144st metal utility room.
 Condition of improvements: depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical.
 Functional or observable obsolescence was noted. The improvements are of good quality, have been well maintained and are in above average condition relative to actual age. Physical depreciation is based on a total economic life of the typical 35 years.
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property. No adverse environmental conditions noted on the subject site or in the immediate vicinity.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-06

Valuation Section

Table with columns for COST APPROACH and VALUATION. Rows include: ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS, Dwelling, Enclosed Porch, Attached utility/laundry, Garage/Carport, Total Estimated Cost New, Less Depreciation, Depreciated Value of Improvements, *As-Is* Value of Site Improvements, and INDICATED VALUE BY COST APPROACH.

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals retained in the appraiser's office files.

Table with columns for SALES COMPARISON ANALYSIS. Rows include: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include property details like 11225 Wagon Trail, 11243 Tango Drive, 26820 Stardust Drive, and 11207 Torchfire Trail, along with various adjustments and net adjusted sales prices.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sales recorded over 6 months prior to the appraisal date are among the most recent sales of adequately priced manufactured homes in Leitner Creek Manor.

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

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The subject property was last listed for \$59,900 and sold in 11/2001 for \$63,600 per MLS# 80036788 B. The sale was financed with an FHA loan in the amount of \$62,600.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 75,000

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

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

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

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93). I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF November 21, 2002 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 75,000

APPRAISER: Phil Benning, Associate Signature: [Signature] Name: Phil Benning, Associate Date Report Signed: December 4, 2002 State Certification #: 0001220 St. Cert. Res. REA State FL Or State License # SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: [Signature] Name: J Lee Norris, MAI, SRA Date Report Signed: December 4, 2002 State Certification #: 0000643 St. Cert. Gen. REA State FL Or State License #



MAR 10 2003

COUNTY LANDS

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (941) 390-1000
FAX: (941) 390-1004

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

~

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

March 6, 2003

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

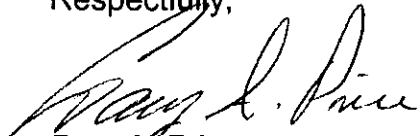
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 244, Mesa & Hernandez

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcel are reasonable and purchase is recommended by my office.

If you need further authorization, feel free to contact me.

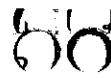
Respectfully,


Gary A. Price
City Manager

GAP/kw



FUND COMMITMENT



Schedule A

Commitment No.: CF-0964860

Fund File Number 18-2003-200

Effective Date December 11, 2002 at 11:00 p.m. **Agent's File Reference:** Three Oaks Pkwy S Extension

1. Policy or Policies to be issued:

Proposed Amount of Insurance

OWNER'S: ALTA Owner's Policy (10/17/92).

To Be Determined

Proposed Insured:

Lee County, a Political Subdivision of the State of Florida

MORTGAGEE:

Proposed Insured:

2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:

Alfredo Mesa and Mercedes Hernandez

3. The land referred to in this commitment is described as follows:

Lot 7, Block 8, LEITNER CREEK MANOR UNIT 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida.

AGENT NO.: 1371000

MAILING ADDRESS:

ISSUED BY: Law Offices of John D. Spear, PA

9200 Bonita Beach Rd Suite 204
Bonita Springs, Fl 34135-0000

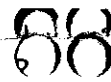
AGENT'S SIGNATURE



John D. Spear



FUND COMMITMENT



Schedule B

Commitment No.: CF-0964860

Fund File Number 18-2003-200

I. The following are the requirements to be complied with:

1. **Payment of the full consideration to, or for the account of, the grantors or mortgagors.**
2. **Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:**
 - a. **Warranty Deed from Alfredo Mesa and Mercedes Hernandez to the proposed insured purchaser(s).**
3. **A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.**
4. **Satisfaction of the mortgage from Mers as Nominee for Irwin Mortgage Corporation to Alfredo Mesa and Mercedes Hernandez dated November 20, 2001 and recorded in O.R. Book 3523, Page 4033, Public Records of Lee County, Florida.**

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.**
2. **Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).**
3. **Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:**
 - (a) **Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and**



FUND COMMITMENT

Schedule B

Commitment No.: CF-0964860

Fund File Number 18-2003-200

- (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
4. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Leitner Creek Manor Unit 2, as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida.
 5. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 808, assigned to Leitner Creek Manor Property Owners Association Inc, May 6, 1995 in OR. Book 2603 Page 3024, Public Records of Lee County, Florida.
 6. Easement in favor of Bonita Springs Water System, contained in instrument recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida.
 7. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189 Page 3281; an amended by Ordinance No. 86-38 in O.R. Book 2189 Page 3334, Public Records of Lee County, Florida.
 8. Attorneys' Title Insurance Fund, Inc. has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy.

5-Year Sales History

Parcel No. 244

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Darla Ann Roberts/ Richard L. England	Alfredo Mesa/ Mercedes Hernandez	\$63,600.00	11/13/01	Y
Leah J. Castle	Darla Ann Roberts/ Richard L. England	\$100.00	10/01/01	N
Richard G. England	Darla Ann Roberts/ Richard L. England	\$100.00	04/16/99	N