

Lee County Board of County Commissioners
Agenda Item Summary **Blue Sheet No. 20030329**

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 218, for the Three Oaks Parkway South Extension Project No. 4043, in the amount of \$49,000, 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 *C6B* **3. MEETING DATE:** 04-01-2003
COMMISSION DISTRICT #: 3

4. AGENDA: <input checked="" type="checkbox"/> CONSENT ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON TIME REQUIRED:	5. REQUIREMENT/PURPOSE: <i>(Specify)</i> <input type="checkbox"/> STATUTE 125 <input type="checkbox"/> ORDINANCE <input type="checkbox"/> ADMIN. <input type="checkbox"/> OTHER	6. REQUESTOR OF INFORMATION A. _____ B. DEPARTMENT <u>Independent</u> C. DIVISION <u>County Lands</u> BY <u>Karon L. W. Forsyth, Director</u> <i>[Signature]</i>
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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 11236 Wagon Trail, being further identified as STRAP No.: 25-47-25-B4-00201.0300

The owners of Parcel 218, Rodolfo D. Macias and Blanca M. Trevino, have agreed to sell the property to the County for \$49,000.00, 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, Inc., with a resulting value of \$49,000.

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
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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
					OA	OM	RISK	GC	
<i>[Signature]</i>			<i>[Signature]</i> 3/13/03	<i>[Signature]</i> 3-18-03	<i>[Signature]</i> 3-17-03	<i>[Signature]</i> 3/14	<i>[Signature]</i> 3/19/03	<i>[Signature]</i> 3/19-03	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 3/18/03
 Time: 3:40 pm
 Forwarded To:
 CO. ADM.
 3/19/03 9AM

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

This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway Extension, No. 4043
Parcel: 218/Macias
STRAP No.: 25-47-25-B4-00201.0300

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 Rodolfo D. Macias and Blanca M. Trevino, f/k/a Blanca M. Macias, hereinafter referred to as SELLER, whose address is, 11236 Wagon Trail, Bonita Springs, Florida 34135, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of .186 acres more or less, and located at 11236 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 30, Block 1, LEITNER CREEK MANOR, Unit 2, a Mobile Home Subdivision, according to the plat thereof as recorded in Plat Book 30, Pages 79 and 80 in the Public Records of Lee County, Florida, TOGETHER WITH that certain 1972 Freedom Mobile Home, S/N FF 10176F, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Forty-Nine Thousand and No/100 (\$49,000.00), 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).

TWO WITNESSES:

Juliana Sauer
Erna Trevino

SELLER:

Rodolfo Macias 2/20/03
Rodolfo D. Macias (DATE)

TWO WITNESSES:

Mary Ann
John

SELLER:

Blanca M. Macias 2/20/03
Blanca M. Macias (DATE)
~~Blanca M. Trevino~~

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: Macias
PARCEL NO.: 218

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for moving expenses, the manufactured home (1972 Freedom Mobile Home, S/N FF 10176F), 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.

TWO WITNESSES:

Juliana Salinas
Erika Trevino

SELLER:

Rodolfo D. Macias 2/20/03
Rodolfo D. Macias (DATE)

TWO WITNESSES:

Mindy Adams
John Mally

SELLER:

Blanca M. Macias 2/20/03
Blanca M. Macias (DATE)
NKA BLANCA M. TREVINO

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. 02-78-19

Property Description, SUBJECT, NEIGHBORHOOD, PUD, SITE, DESCRIPTION OF IMPROVEMENTS, COMMENTS. Includes fields for Property Address, Assessor's Parcel No., Borrower, Appraisal, Location, and various improvement details.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-78-19

Valuation Section

Table with columns for COST APPROACH and VALUATION. Rows include: ESTIMATED SITE VALUE (Unimproved site) = \$ 18,000; ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS; Dwelling 1,028 Sq. Ft. @ \$ 46.00 = \$ 47,288; MH Att. Utility/Storage, 101sf @ \$16.00/sf = 1,616; Garage/Carport 215 Sq. Ft. @ \$ 12.00 = 2,580; Total Estimated Cost New = \$ 51,484; Less Depreciation (Physical, Functional, External) = \$ 29,418; Depreciated Value of Improvements = \$ 22,066; *As-Is* Value of Site Improvements = \$ 8,700; INDICATED VALUE BY COST APPROACH = \$ 48,766.

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. Depreciation - Economic Age/Life Method Estimated remaining economic life = 15 years.

Table with columns for SALES COMPARISON ANALYSIS. Rows include: ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Data for 11236 Wagon Trail, 11207 Wagon Trail, 11212 Wagon Trail, and 11141 Wagon Trail. Includes details on sales price, price/gross living area, verification source, value adjustments, and gross living area.

SALES COMPARISON ANALYSIS

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 singlewide manufactured homes in Leitner Creek Manor. Adjustments exceeded recommended parameters due primarily to the subject's above average gross living area (for a singlewide). However, the adjustments appear to be market supported and do not adversely affect the final value estimate.

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

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 49,000. 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 December 7, 2002 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 49,000. APPRAISER: Phil Benning, Associate. SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA. Signature: [Signature] [Signature] [] Did [X] Did Not. Name: Phil Benning, Associate Name: J. Lee Norris, MAI, SRA. Date Report Signed: December 23, 2002 Date Report Signed: December 23, 2002. State Certification #: 0001220 St. Cert. Res. REA State FL State Certification #: 0000643 St. Cert. Gen. REA State FL. Or State License # Or State License #.



MAR 03 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

February 28, 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 218, Macias/Trevino

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-1056910
Effective Date: February 3, 2003 at 11:00 p.m.

Fund File Number 18-2003-1104
Agent's File Reference: 03-1073

1. Policy or Policies to be issued: Proposed Amount of Insurance

OWNER'S: ALTA Owner's Policy (10/17/92). \$49,000.00

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:

Rodolfo D. Macias and Blanca M. ~~Macias~~
divorced - Blanca M. Trevino Per Collier County C.R. 2580/486

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

Lot 30, Block 1, 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.: 13710
ISSUED BY: LAW OFFICES OF JOHN D. SPEAR, P.A.

MAILING ADDRESS:
200 Bonita Beach Road, Suite
#204
Bonita Springs, Florida 34135

AGENT'S SIGNATURE *John D. Spear*
LAW OFFICES OF JOHN D. SPEAR, P.A.

FUND COMMITMENT

Schedule B

Commitment No.: CF-1056910

Fund File Number 18-2003-1104

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 Rodolfo D. Macias and Blanca M. Macias 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 Rodolfo D. Macias and Blanca M. Macias to Salomon J. Cardenas dated August 5, 1994 and recorded in O.R. Book 2526, Page 194, and assigned in O.R. Book 2567, Page 2393, with Final Assignment to American General Home Equity, Inc., recorded in O.R. Book 3234, Page 1671, Public Records of Lee County, Florida.*
5. *Estoppel letter from Leitner Creek Manor Property Owners Association, Inc. must be furnished showing that the maintenance assessments are current and that there are no unpaid special assessments.*

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:*

FUND COMMITMENT

Schedule B

Commitment No.: CF-1056910

Fund File Number 18-2003-1104

(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

(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. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
- ✓ 5. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida. *Solid waste area*
- ✓ 6. Taxes for the year 2003, which are not yet due and payable.
- ✓ 7. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Leitner Creek Manor, Unit 2, a mobile home subdivision, as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida.
- ✓ 8. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 808 and O.R. Book 773, Page 856. Said restrictions were assigned by the instrument recorded in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida.
- ✓ 9. Easement in favor of Bonita Springs Water Systems, Inc., a Florida non-profit corporation, contained in instrument recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida.
- ✓ 10. Subject to rights of tenants under unrecorded leases, if any.

5-Year Sales History

Parcel No. 218

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS