

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

Blue Sheet No. 20030631

1. REQUESTED MOTION:

ACTION REQUESTED: Approve acquisition of Parcel 242, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$67,000.00, pursuant to Purchase Agreement; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

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

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 3 *CLB*

3. MEETING DATE:

07-01-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 125
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- 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 11213 Wagon Trail in Leitner Creek Manor, being further identified as STRAP No.: 25-47-25-B4-00208.0050.

The owners of Parcel 242, Lucio Mata and Maria L. Lopez, have agreed to sell the property to the County for \$67,000.00, which is inclusive of moving expenses. The County is to pay costs to close of approximately \$1,000.00 and attorney fees in the amount of \$436.15. The seller is responsible for real estate broker fees, if any.

The property was appraised by the firm of Carlson, Norris and Associates, Inc., with a resulting value of \$67,000.00.

County staff is of the opinion that the purchase price is within an acceptable range of value, given the inclusion of any and all moving expenses and the County avoiding the acquisition of the property by way of Eminent Domain. Therefore, it is recommended that the Board approve the Requested Motion.

Funds will be available in Account 20404318808.506110
 20 - CIP
 4043 - Three Oaks Parkway South Extension
 18808 - Road Impact Fees - Bonita
 506110 - Land

Attachments: Purchase Agreement
 Appraisal (Location Map Included)
 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
					OA	OM	RISK	GC	
<i>6/17/03</i>			<i>6/15/03</i>	<i>John D. Anderson 6-13-03</i>	<i>R.M. 6/16/03</i>	<i>6/17/03</i>	<i>6/14/03</i>	<i>6/16/03</i>	<i>AB 6/18/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *6/13/03*
 Time: *6:57 PM*
 Forwarded To: *6/13/03*

RECEIVED BY
 COUNTY ADMIN. *PM*
6-13 4:20
 COUNTY ADMIN. *HS*
 FORWARDED TO:
6/16/03

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 242/Mata & Lopez

STRAP No.: 25-47-25-B4-00208.0050

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 Lucio Mata, a single person, and Maria L. Lopez, a single person, as joint tenants with full rights of survivorship, Owners, hereinafter referred to as SELLER, whose address is, 11213 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 .135 acres more or less, and located at 11213 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 5, Block 8, LEITNER CREEK MANOR, Unit 2, a subdivision according to the plat or map thereof, recorded in Plat Book 30, Pages 79 and 80, of the Public Records of Lee County, Florida, hereinafter called "the Property." 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 Sixty-Seven Thousand and No/100 (\$67,000.00), 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 ninety (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 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:

Laura Betello
Jose Luis Gomez

WITNESSES:

Laura Betello
Jose Luis Gomez

SELLER:

Lucio Mata 5-14-03
Lucio Mata (DATE)

SELLER:

Maria L. Lopez 5-15-03
Maria L. Lopez (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: Mata & Lopez
PARCEL NO.: 242

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for all attorney fees, moving expenses, the manufactured home (Model 1978 Palm Deal No R190412 Title 15553339), additions, improvements, detached shed(s), carports, fencing, 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 asbestos is present in the improvements or if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

Handwritten signatures of witnesses for the first set of signatures.

SELLER:

Handwritten signature of Lucio Mata and date 5-15-03.

WITNESSES:

Handwritten signatures of witnesses for the second set of signatures.

SELLER:

Handwritten signature of Maria L. Lopez and date 5-15-03.

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. 02-78-39

Property Address 11213 Wagon Trail Parcel 242** City Bonita Springs State FL Zip Code 34135-5344
 Legal Description Lot 5, Leitner Creek Manor Unit 2 Blk 8, PB 30, PG 80 County Lee
 Assessor's Parcel No. 25-47-25-B4-00208.0050 Tax Year 2002 R.E. Taxes \$ 891.07 Special Assessments \$ \$197/Yr
 Borrower MATA, Lucio+LOPEZ, Maria Current Owner Lucio Mata+Maria Lopez J/T Occupant Owner Tenant Vacant
 Property rights appraised Fee Simple Leasehold Project Type PUD Condominium (HUD/VA only) HOA \$ N/A /Mo.
 Neighborhood or Project Name Leitner Creek Manor Map Reference 25-47-25 Census Tract 0504.00
 Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A
 Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
 Appraiser Phil Benning, Associate Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901

Location	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Predominant occupancy	<input checked="" type="checkbox"/> Owner	Single family housing PRICE \$(000)	AGE (yrs)	Present land use %	Land use change
Built up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/> Tenant	<input type="checkbox"/> Vacant (0-5%)	35	Low	One family 100	<input checked="" type="checkbox"/> Not likely
Growth rate	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Under 25%	<input type="checkbox"/> Vacant (0-5%)	<input type="checkbox"/> Vacant (over 5%)	100+	New	2-4 family	<input type="checkbox"/> In process
Property values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/> Vacant (0-5%)	<input type="checkbox"/> Vacant (over 5%)	28	High	Multi-family	To:
Demand/supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In balance	<input type="checkbox"/> Over supply	<input type="checkbox"/> Vacant (0-5%)	<input type="checkbox"/> Vacant (over 5%)	15-20	Predominant	Commercial	**Three Oaks Parkway Extension Project
Marketing time	<input type="checkbox"/> Under 3 mos.	<input checked="" type="checkbox"/> 3-6 mos.	<input type="checkbox"/> Over 6 mos.	<input type="checkbox"/> Vacant (0-5%)	<input type="checkbox"/> Vacant (over 5%)			Vacant 0	

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), E. Terry Street (S). Maturely developed with predominately single family and manufactured homes.
 Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
There were no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of average-good quality homes that are adequately maintained and that have average-good appeal in the market. 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 PUDs (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
 Describe common elements and recreational facilities: N/A

Dimensions	<u>59' x 100' per County Records</u>			Topography	<u>Level</u>
Site area	<u>5,900 S.F.</u>	Corner Lot	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Size	<u>Typical</u>
Specific zoning classification and description	<u>MH-1, Mobile Home Conservation</u>			Shape	<u>Rectangular</u>
Zoning compliance	<input checked="" type="checkbox"/> Legal	Legal nonconforming (Grandfathered use)	<input type="checkbox"/> Illegal	Drainage	<u>Appears Adequate</u>
Highest & best use as improved:	<input checked="" type="checkbox"/> Present use	Other use (explain)		View	<u>Residential</u>
Utilities	Public <input checked="" type="checkbox"/> Other <input type="checkbox"/>	Off-site Improvements	Type	Public	Private
Electricity	<input checked="" type="checkbox"/>	Street	<u>Asphalt paved</u>	<input checked="" type="checkbox"/>	
Gas	<input checked="" type="checkbox"/>	Curb/gutter	<u>None</u>		
Water	<input checked="" type="checkbox"/>	Sidewalk	<u>None</u>		
Sanitary sewer	<input checked="" type="checkbox"/>	Street lights	<u>Pole lights</u>	<input checked="" type="checkbox"/>	
Storm sewer	<input checked="" type="checkbox"/>	Alley	<u>None</u>		
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.):	<u>No adverse site conditions observed; no site survey provided. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$3,000, impact fee \$2,700, water/sewer \$4,000, concrete driveway \$1,800.</u>				

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units <u>One</u>	Foundation <u>Concrete Piers</u>	Slab <u>None</u>	Area Sq. Ft. <u>None</u>	Root <u>None</u>
No. of Stories <u>One</u>	Exterior Walls <u>MH/Metal</u>	Crawl Space <u>Yes</u>	% Finished <u>N/A</u>	Ceiling <u>*Adeq.</u> <input checked="" type="checkbox"/>
Type (Det./Att.) <u>Detached</u>	Roof Surface <u>Shingle</u>	Basement <u>None</u>	Ceiling <u>N/A</u>	Walls <u>*Adeq.</u> <input checked="" type="checkbox"/>
Design (Style) <u>Singlewide+</u>	Gutters & Dwnspts. <u>Aluminum</u>	Sump Pump <u>None</u>	Walls <u>N/A</u>	Floor <u>None</u>
Existing/Proposed <u>Existing</u>	Window Type <u>Alum. SH</u>	Dampness <u>N/A</u>	Floor <u>N/A</u>	None
Age (Yrs.) <u>25/1978</u>	Storm/Screens <u>No/Yes</u>	Settlement <u>N/A</u>	Outside Entry <u>N/A</u>	Unknown
Effective Age (Yrs.) <u>14 years</u>	Manufactured House <u>YES</u>	Infestation <u>N/A</u>		<u>*Assumed Adeq.</u>

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												<u>None</u>
Level 1	<u>Area</u>	<u>1</u>	<u>Area</u>	<u>1</u>	<u>2</u>			<u>1</u>	<u>3</u>	<u>Closet</u>		<u>1,022</u>
Level 2												

Finished area above grade contains:	<u>5 Rooms;</u>	<u>1 Bedroom(s);</u>	<u>3 Bath(s);</u>	<u>1,022</u>	Square Feet of Gross Living Area		
INTERIOR	Materials/Condition	HEATING	Adeq.	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:
Floors	<u>Carpet/Vinyl/Wood</u>	Type	<u>FWA</u>	Refrigerator	<input type="checkbox"/> None	Fireplace(s) # <u>0</u>	<u>1 Carpet</u>
Walls	<u>MH/Paneling</u>	Fuel	<u>Elec.</u>	Range/Oven	<input checked="" type="checkbox"/>	Patio	<u>None</u>
Trim/Finish	<u>MH/Typical</u>	Condition	<u>Avg.</u>	Disposal	<input type="checkbox"/>	Deck	<u># of cars</u>
Bath Floor	<u>Vinyl</u>	COOLING	<u>Adeq.</u>	Dishwasher	<input checked="" type="checkbox"/>	Porch	<u>Attached</u>
Bath Wainscot	<u>Molded Fiberglass</u>	Central	<u>Yes</u>	Fan/Hood	<input checked="" type="checkbox"/>	Fence	<u>Detached</u>
Doors	<u>MH Wood</u>	Other	<u>Wall Unit</u>	Microwave	<input type="checkbox"/>	Pool	<u>Built-In</u>
All in above average condition	Condition	<u>Avg.</u>	<u>Washer/Dryer</u>	Finished	<input type="checkbox"/>	Driveway	<u>1 Car</u>

Additional features (special energy efficient items, etc.): Metal siding, vinyl kitchen & bath floors, carpeted living room & den floors, mica kitchen counters, ceiling fans, wood floor in bedroom, and a 341sf screened porch. Dens may be functional as spare bedrooms with wall unit A/C.
 Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of above average quality, and have been maintained in above average condition relative to actual age. Due to the subject's above average manufactured home quality, physical depreciation is based on a total economic life of 40 years.
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: No adverse environmental conditions noted on the subject site or in the immediate vicinity.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

COST APPROACH	ESTIMATED SITE VALUE	Unimproved site	= \$	16,000	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): <u>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.</u>	
	ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:					
	Dwelling	1,022 Sq. Ft. @\$ 50.00	= \$	51,100		
	Screened Porch	341 Sq. Ft. @\$ 16.00	=	5,456		
			=			
	Garage/Carport	294 Sq. Ft. @\$ 12.00	=	3,528		
	Total Estimated Cost New		= \$	60,084		
	Less	Physical	Functional	External		
	Depreciation	21,029		= \$		21,029
	Depreciated Value of Improvements		= \$	39,055		Depreciation - Economic Age/Life Method
"As-is" Value of Site Improvements		= \$	11,500	Estimated remaining economic life = 26 years.		
INDICATED VALUE BY COST APPROACH				= \$	66,555	

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	11213 Wagon Trail	11183 Tango Drive	26658 Token Court	26788 Stardust Drive			
	25-47-25-B4-00208.0050	25-47-25-B4-00211.0010	25-47-25-B4-00206.0040	25-47-25-B4-00211.0160			
Proximity to Subject		0.14 mile south	0.10 mile southwest	0.16 mile south			
Sales Price	\$ Not a Sale	\$ 56,000	\$ 56,900	\$ 70,000			
Price/Gross Living Area		\$ 83.33 / sf	\$ 84.67 / sf	\$ 60.76 / sf			
Data and/or Verification Source	Inspection	ORB 3846 PG 4707	ORB 3882 PG 4304	ORB 3768 PG 1453			
VALUE ADJUSTMENTS	Pub. Records	MLS/FARES/Lee County	MLS/FARES/Lee County	MLS/FARES/Lee County			
	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions		Cash Indicated	Conventional	Conventional			
			\$56,000	\$69,000			
Date of Sale/Time		02/14/03	03/26/03	11/05/02			
Location	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor			
Leasehold/Fee Simple	Fee	Fee	Fee	Fee			
Site	5,900sf	5,700sf	6,000sf	5,700sf			
View	Residential	Residential	Residential	Residential			
Design and Appeal	Singlewide+	Singlewide	Singlewide	Doublewide			
Quality of Construction	MH/Average	MH/Average	MH/Superior	MH/Average			
Age	Eff=14, A=25	Eff=14, A=28	Eff=17, A=25	Eff=11, A=27			
Condition	Above Avg.	Above Avg.	Inferior	Superior			
			+2,200	-2,200			
Above Grade	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths			
Room Count	5 1 3	4 2 2	4 2 2	6 4 2			
Gross Living Area	1,022 Sq. Ft.	672 Sq. Ft.	672 Sq. Ft.	1,152 Sq. Ft.			
		+11,200	+11,200	-4,200			
Basement & Finished	None	None	None	None			
Rooms Below Grade	None	None	None	None			
Functional Utility	Average	Average	Average	Average			
Heating/Cooling	Cent+Wall Units	Central/Central	Central/Central	Central/Central			
		-500	-500	-500			
Energy Efficient Items	Typical	Typical	Typical	Typical			
Garage/Carport	1 Carport	1 Carport	1 Carport	Driveway			+2,000
Porch, Patio, Deck	341sf Scr.Porch	200sf Encl.Porch	260sf Encl.Porch	None			+2,700
Fireplace(s), etc.	None	156sf Sheds	None	None			
Fence, Pool, etc.	None	None	368sf Scr.Porch	Fenced			-2,000
Other Features	None	120sf Att.Utility	64sf Att.Utility	None			
		-1,000	-500				
Net Adj. (total)		\$ 10,700	\$ 11,200	\$ 4,400			
Adjusted Sales Price		Net 19.1%	Net 19.7%	Net 8.3%			
of Comparable		Gross 28.7%	Gross 42.2%	Gross 25.4%			
		\$ 66,700	\$ 68,100	\$ 65,600			

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Adjustments exceeded parameters in some instances due to the subject's larger than typical gross living area than the more typical singlewide manufactured homes in Leitner Creek Manor. In the opinion of the appraiser, no adjustment is required for the subject's single bedroom relative to the comparable's 2 bedrooms due to the air conditioned dens (functional as spare bedrooms) with attached full baths.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No sale in the last 12 mos. per Lee Co.	No prior sale noted other than above in past twelve months	No prior sale noted other than above in past twelve months	No prior sale noted other than above in past twelve months

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 is not listed in the regional MLS.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 67,000

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

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.

Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.

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

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

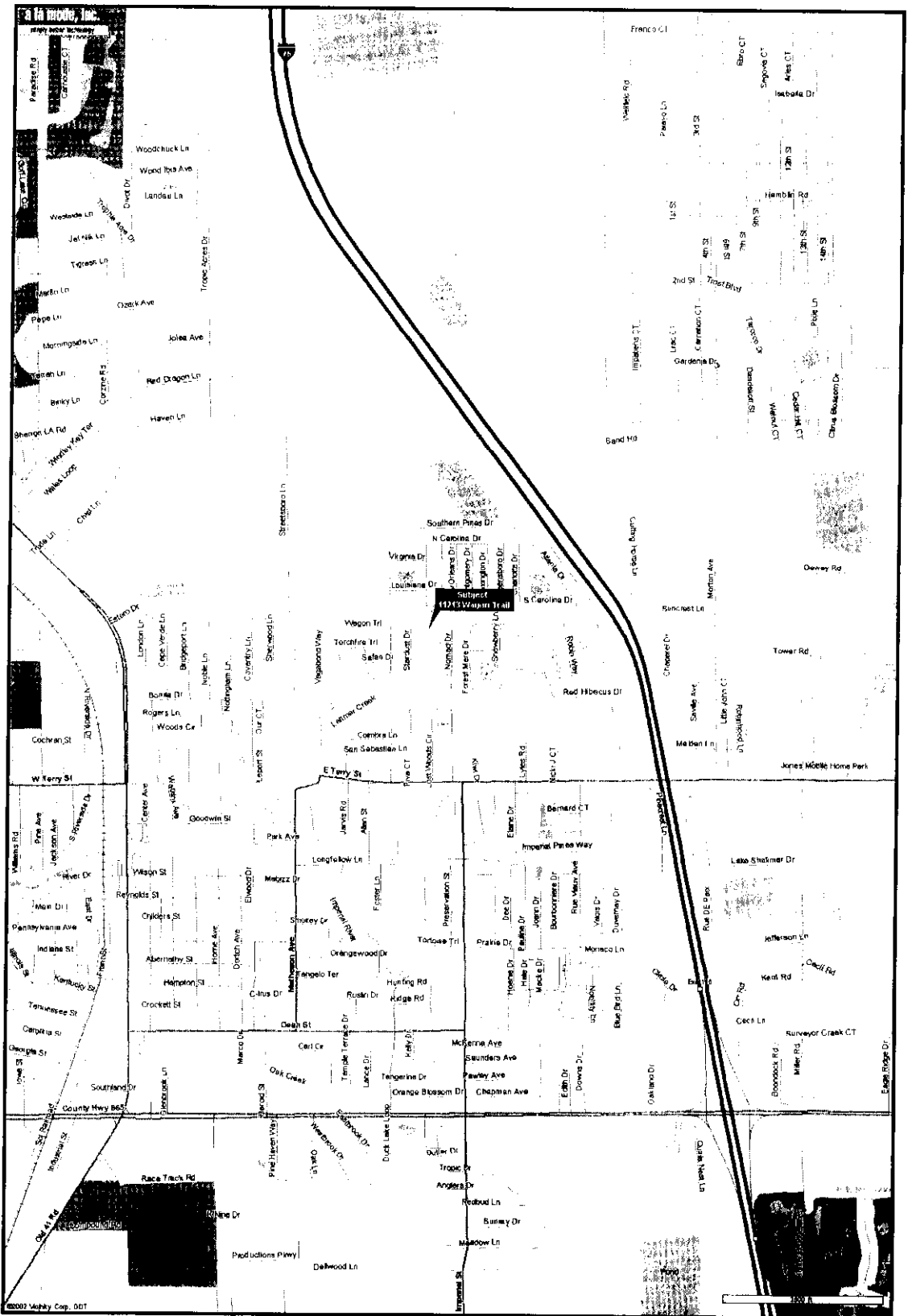
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF April 8, 2003

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 67,000

APPRAISER: Phil Benning, Associate SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
 Signature: [Signature] Signature: [Signature] Did Did Not
 Name: Phil Benning, Associate Name: J. Lee Norris, MAI, SRA Inspect Property
 Date Report Signed: May 13, 2003 Date Report Signed: May 13, 2003
 State Certification # 0001220 St.Cert.Res. REA State FL State Certification # 0000643 St. Cert. Gen. REA State FL
 Or State License # _____ State _____ Or State License # _____ State _____

Location Map

Borrower/Client	MATA, Lucio+LOPEZ, Maria						
Property Address	11213 Wagon Trail						
City	Bonita Springs	County	Lee	State	FL	Zip Code	34135-5344
Lender	Lee County - County Lands						



GATE
TO THE
GULF

RECEIVED
MAY 20 2003

COUNTY LANDS

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (239) 390-1000
FAX: (239) 390-1004
www.cityofbonitasprings.org

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

May 16, 2003

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

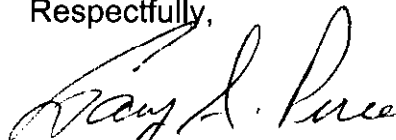
RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 242, Mata and Lopez

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-1114738

Fund File Number 18-2003-2526

Effective Date: April 20, 2003 at 5:00 P.M.

Agent's File Reference: 03-1146

1. Policy or Policies to be issued:

Proposed Amount of Insurance

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

\$67,000.00 ✓

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:

Lucio Mata and Maria L. Lopez ✓

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

Lot 5, Block 8, LEITNER CREEK MANOR, Unit 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida. ✓

AGENT NO.: 1371

MAILING ADDRESS:

ISSUED BY: Law Offices of John D. Spear

9200 Bonita Beach Rd. Ste. 204
Bonita Springs, Fl. 34135

AGENT'S SIGNATURE



Law Offices of John D. Spear PA

Rev.1.2

FUND COMMITMENT**Schedule B**

Commitment No.: CF-1114738

Fund File Number 18-2003-2526

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 Lucio Mata, joined by spouse, if married, to the proposed purchaser(s). ✓
 - b. Warranty Deed from Maria L. Lopez, joined by spouse, if married, to the proposed 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 Lucio Mata, a single man and Maria L. Lopez, a single person to First Union National Bank dated November 9, 1998 and recorded in O.R. Book 3035, Page 3945, Public Records of Lee County, Florida. $\$41,468\frac{11}{100}$
5. Satisfaction of the mortgage from Lucio Mata, a single man and Maria L. Lopez, a single person to Leah J. Castle dated November 9, 1998 and recorded in O.R. Book 3035, Page 3949, Public Records of Lee County, Florida. $\$7,580\frac{00}{100}$ - $\$965.36$
6. Proof of redemption of Tax Sale Certificate No. 02-035847 for taxes for the year 2001 and Tax Sale Certificate No. 03-035172 for taxes for the year 2002 must be furnished. $\$1,051.21$ - $\$90.50$.

BOTH SINGLE

For Information: Uncertified Judgment against a Maria Lopez recorded in O. R. Book 2917, Page 3269 and Guardianship Letters for a Maria Lynn Lopez recorded in O. R. Book 2627, Page 4172.

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.**

FUND COMMITMENT**Schedule B****Commitment No.:** CF-1114738**Fund File Number** 18-2003-2526

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*
- (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 and 80, Public Records of Lee County, Florida. *74P*
5. Covenants, conditions, and restrictions recorded in O.R. Book 575, Page 805, Public Records of Lee County, Florida, which contain provisions creating easements and/or assessments.
6. Assignment of Rights recorded in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida.
7. Utility Easement recorded in O.R. Book 826, Page 697, Public Records of Lee County, Florida.
UTILITY EASEMENTS, ALL STREETS
8. Covenants, conditions, and restrictions recorded in O.R. Book 773, Page 856, Public Records of Lee County, Florida, which contain provisions creating easements and/or assessments.
UTILITY EASEMENTS, ALL P/L
9. Taxes for the year 2003, which are not yet due and payable.
10. 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*
11. Subject to rights of tenants under unrecorded leases, if any.

FUND COMMITMENT**Schedule B****Commitment No.:** CF-1114738**Fund File Number** 18-2003-2526

12. Sufficient proof must be furnished and placed of record to establish that at the time of the conveyance of the subject property to Lucio Mata and Maria L. Lopez by deed recorded under O.R. Book 3035, Page 3944, Public Records of Lee County, Florida, the subject property did not constitute the homestead of the Grantor under said deed, or that said Grantor was unmarried at the time of such conveyance. ✓

5-Year Sales History

Parcel No. 242

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Leah J. Castle	Lucio Mata & Maria L. Lopez	\$42,900.00	11/09/98	Y