

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

**Blue Sheet No. 20030802**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for acquisition of Parcel 225, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$66,500.00; 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 accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** The Board avoids Eminent Domain.

**2. DEPARTMENTAL CATEGORY:** 06

**COMMISSION DISTRICT #:** 3

*C6J*

**3. MEETING DATE:**

*08-05-2003*

**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:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, improved with a single-family mobile home.

Property Details

Owner: Felipe Mendoza  
Address: 11188 Wagon Trail, Bonita Springs  
STRAP No.: 25-47-25-B4-00201.0220

Purchase Details

Purchase Price: \$66,500 (Price is inclusive of moving expenses.)  
Costs to Close: Approximately \$1,000 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.  
Appraised Value: \$64,000

Staff Recommendation: County staff recommends that the Board approve the Requested Motion.

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; 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>K. Forsyth</i>			<i>FAO</i>	<i>John</i>	<i>7/22/03</i>	<i>7/22/03</i>	<i>7/22/03</i>	<i>7/22/03</i>	<i>7-22-03</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *7/21/03*  
Time: *1:00 pm*

RECEIVED BY  
COUNTY ADMIN: *20*  
*7/21/03*  
COUNTY ADMIN  
FORWARDED TO: *85*  
*7/21/03*

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 225/Mendoza

STRAP No.: 25-47-25-B4-00201.0220

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 Felipe Mendoza, a married person, Owner, hereinafter referred to as SELLER, whose address is, P.O. Box 366843, Bonita Springs, Florida 34136, 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 11188 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 22, Block 1, 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-Six Thousand Five Hundred and No/100 (\$66,500.00), 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:

Lesi Rodriguez Salazar  
[Signature]

SELLER:

Felipe Mendoza 6-20-03  
Felipe Mendoza (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: Mendoza**  
**PARCEL NO.: 225**

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for attorney fees, moving expenses, the manufactured home (Model Fla Tag # 287328 ), FM 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.

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.

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:

Jose Rodriguez Salazar  
Nancy Gonzalez

**SELLER:**

Felipe Mendoza 6/20/03  
Felipe Mendoza (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. 02-78-26

Property Address / 11188 Wagon Trail Parcel 225\*\*\* City Bonita Springs State FL Zip Code 34135-5387
Legal Description Lot 22, Leitner Creek Manor Unit 2 Blk 1, PB 30, PG 80 County Lee
Assessor's Parcel No. 25-47-25-B4-00201.0220 Tax Year 2002 R.E. Taxes \$ 1,360.68 Special Assessments \$ \$197/Yr
Borrower MENDOZA, Felipe Current Owner Felipe Mendoza 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 Urban Suburban Rural Predominant occupancy Single family housing PRICE AGE Present land use % Land use change
Built up Over 75% 25-75% Under 25% Owner 35 Low New One family 100 Not likely Likely
Growth rate Rapid Stable Slow Tenant 100+ High 28 2-4 family In process
Property values Increasing Stable Declining Vacant (0-5%) Multi-family To:
Demand/supply Shortage In balance Over supply Predominant Commercial \*\*Three Oaks Parkway
Marketing time Under 3 mos. 3-6 mos. Over 6 mos. Vac (over 5%) 40-80+ 15-20 Vacant 0 Extension Project

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 60' x 135' per County Records
Site area 8,100 S.F. Corner Lot Yes No
Specific zoning classification and description MH-1, Mobile Home Conservation
Zoning compliance Legal Legal nonconforming (Grandfathered use) Illegal No zoning
Highest & best use as improved: Present use Other use (explain)
Utilities Public Other Off-site improvements Type Public Private
Electricity Street Asphalt paved
Gas Curb/gutter None
Water Sidewalk None
Sanitary sewer Street lights Pole lights
Storm sewer Alley None
Topography Level
Size Typical
Shape Rectangular
Drainage Appears Adequate
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. 1206800510D

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse site conditions observed; no site survey provided. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$1,500, impact fee \$2,700, water/sewer \$4,000, Stockade/wood + chain link fencing \$2,000, concrete driveway \$1,800.

Table with 5 columns: GENERAL DESCRIPTION, EXTERIOR DESCRIPTION, FOUNDATION, BASEMENT, INSULATION. Rows include No. of Units, No. of Stories, Type, Design, Existing/Proposed, Age, Effective Age.

Table with 12 columns: ROOMS, Foyer, Living, Dining, Kitchen, Den, Family Rm., Rec. Rm., Bedrooms, # Baths, Laundry, Other, Area Sq. Ft. Rows include Basement, Level 1, Level 2.

Table with 4 columns: INTERIOR, HEATING, KITCHEN EQUIP., AMENITIES. Rows include Floors, Walls, Trim/Finish, Bath Floor, Bath Wainscot, Doors, All in above average condition.

Additional features (special energy efficient items, etc.): Metal siding, cathedral ceiling, carpet, wood kitchen & living room floors, mica counter/cabinets, ceiling fans, 248sf screened porch, 288sf frame/stucco detached shed and a 95sf frame detached shed.

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 good quality, and have been well maintained in well 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 in lieu 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. 02-78-28

Valuation Section

ESTIMATED SITE VALUE ..... Unimproved site	= \$ 18,000	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): <b>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 &amp; completed appraisals retained in the appraiser's office files.</b>  Depreciation - Economic Age/Life Method Estimated remaining economic life = 25 years.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 824 Sq. Ft. @ \$ 50.00	= \$ 41,200	
Screened Porch, 246 Sq. Ft. @ \$ 16.00	= 3,936	
Frm/StucShed288sf@\$26/sf+Shed95sf@\$18/s	= 8,720	
Garage/Carport 197 Sq. Ft. @ \$ 12.00	= 2,364	
Total Estimated Cost New	= \$ 56,220	
Less Physical Functional External		
Depreciation 21,083	= \$ 21,083	
Depreciated Value of Improvements	= \$ 35,137	
"As-is" Value of Site Improvements	= \$ 12,000	
INDICATED VALUE BY COST APPROACH	= \$ 65,137	

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	11188 Wagon Trail 25-47-25-B4-00201.0220	11183 Tango Drive 25-47-25-B4-00211.0010		28719 Stardust Drive 25-47-25-B4-00201.0700		28788 Stardust Drive 25-47-25-B4-00211.0160	
Proximity to Subject		0.17 mile south		0.18 mile south		0.19 mile south	
Sales Price	\$ Not a Sale	\$ 56,000		\$ 52,000		\$ 70,000	
Price/Gross Living Area	\$	\$ 83.33		\$ 72.22		\$ 80.76	
Data and/or Verification Source	Inspection Pub. Records	ORB 3846 PG 4707 MLS/FARES/Lee County		ORB 3846 PG 4719 MLS/FARES/Lee County		ORB 3788 PG 1453 MLS/FARES/Lee County	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +/- \$ Adjust.		DESCRIPTION +/- \$ Adjust.		DESCRIPTION +/- \$ Adjust.	
Sales or Financing Concessions		Cash Indicated		Cash Indicated		Conventional \$69,000	
Date of Sale/Time		02/14/03		01/14/03		11/05/02	
Location	LeitnerCrkManor	LeitnerCrkManor		LeitnerCrkManor		LeitnerCrkManor	
Leasehold/Fee Simple	Fee	Fee		Fee		Fee	
Site	6,100sf	5,700sf +2,000		5,600sf +2,000		5,700sf +2,000	
View	Residential	Residential		Residential		Residential	
Design and Appeal	Singlewide	Singlewide		Singlewide		Doublewide	
Quality of Construction	MH/Good	MH/Good		MH/Good		MH/Good	
Age	Eff=15, A=44	Eff=14, A=28 -700		Eff=17, A=29 +1,400		Eff=11, A=27 -2,800	
Condition	Above Avg.	Superior -700		Inferior +1,400		Superior -2,800	
Above Grade Room Count	Total : Bdrms : Baths 4 : 2 : 2	Total : Bdrms : Baths 4 : 2 : 2		Total : Bdrms : Baths 4 : 2 : 2		Total : Bdrms : Baths 6 : 4 : 2	
Gross Living Area	824 Sq. Ft.	872 Sq. Ft. +4,900		720 Sq. Ft. +3,300		1,152 Sq. Ft. -10,500	
Basement & Finished Rooms Below Grade	None	None		None		None	
Functional Utility	Adequate	Adequate		Adequate		Adequate	
Heating/Cooling	Central/Central	Central/Central		Central/Central		Central/Central	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	1 Carport	1 Carport		1 Carport		Driveway +2,000	
Porch, Patio, Deck, Fireplace(s), etc.	246sf Scr.Porch 95sf Shed	200sf Encl.Porch 156sf Sheds -500		150sf Vinyl Porch +600 64sf Shed +200		None +2,000 None +800	
Fence, Pool, etc.	Fenced	None +1,000		None +1,000		Fenced	
Other Features	288sf Shed	120sf Att. Utility +2,600		80sf Att. Utility +3,000		None +3,600	
Net Adj. (total)		⊗ + ⊖ - \$ 8,600		⊗ + ⊖ - \$ 12,900		⊗ + ⊗ - \$ 5,700	
Adjusted Sales Price of Comparable		\$ 64,800		\$ 64,900		\$ 64,300	

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 livable area relative to singlewide manufactured homes in Leitner Creek Manor.**

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	\$ 64,500
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).

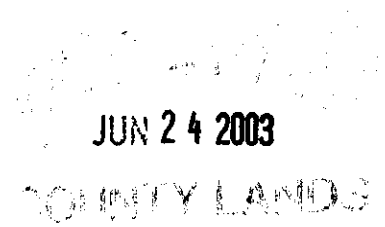
**(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF March 6, 2003 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 64,500**

APPRaiser: Phil Benning, Associate Signature: <i>Phil Benning</i> Name: Phil Benning, Associate Date Report Signed: March 31, 2003 State Certification #: 0001220 St. Cert. Res. REA Or State License #	SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: <i>J. Lee Norris</i> Name: J. Lee Norris, MAI, SRA Date Report Signed: March 31, 2003 State Certification #: 0000643 St. Cert. Gen. REA Or State License #
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# Location Map

Borrower/Client <b>MENDOZA, Felice</b>			
Property Address <b>11188 Wagon Trail</b>			
City <b>Bonita Springs</b>	County <b>Lee</b>	State <b>FL</b>	Zip Code <b>34135-5367</b>
Lender <b>Lee County - County Lands</b>			





*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

June 23, 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 225, Mendoza

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

**ENDORSEMENT**

**Attorneys' Title Insurance Fund, Inc.**

**ORLANDO, FLORIDA**

Endorsement No. 1 to Commitment No.: CF-1114763

Name of Original Insured:

LEE COUNTY, a political subdivision of the State of Florida ✓

Original Effective Date: 06/13/03 11:00.00 p.m.

Original Amount of Insurance: \$83,000.00

Agent's File Reference: 03-1184

The policy is hereby amended as follows:

Schedule A, item 1, the proposed amount of insurance, is amended to read as follows:  
\$66,500.00 ✓ - 04

*(Continue text of endorsement on separate continuation sheet if necessary.)*

but in all other respects remains unchanged.

LAW OFFICES OF  
JOHN D. SPEAR, P.A.

Name of Agent

07/07/03

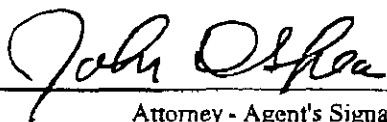
Date

13710

Agent No.

Attorneys' Title Insurance Fund, Inc.

By **Charles J. Kovaleski**  
*President*

  
\_\_\_\_\_  
Attorney - Agent's Signature

**Serial No.**

# FUND COMMITMENT

## Schedule A

**Commitment No.:** CF-1114763  
**Effective Date:** June 13, 2003 at 5:00 p.m.

**Fund File Number** 18-2003-3067  
**Agent's File Reference:** 03-1185

**1. Policy or Policies to be issued:**

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

**Proposed Insured:**

Lee County, a political subdivision of the State of Florida ✓

**Proposed Amount of Insurance**

~~\$66,500.00~~

~~\$83,000.00~~

-SEE END. NO. 1

**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:**

Felipe Mendoza, A MARIED PERSON

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


Lot 22, Block 1, LEITNER CREEK MANOR SUBDIVISION, 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.:** 13710  
**ISSUED BY:** LAW OFFICES OF JOHN D. SPEAR, P.A.

**MAILING ADDRESS:**

9200 Bonita Beach Road, Suite  
#204  
Bonita Springs, Florida 34135

**AGENT'S SIGNATURE**



LAW OFFICES OF JOHN D. SPEAR, P.A.

**FUND COMMITMENT****Schedule B****Commitment No.:** CF-1114763**Fund File Number** 18-2003-3067**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 Felipe Mendoza, joined by spouse, if married, to the proposed purchaser(s). -OK*
  - b) *Motor vehicle title certificate in favor of Felipe Mendoza to be transferred to the proposed insured purchaser(s) and a new certificate to be obtained in favor of the proposed insured purchaser(s). -OK - TYPICAL*
  - c) *Issuance of "RP" series sticker and affixing to the lower left corner of the window closest to the street providing access to the residence as required by Sec. 320.0815(2), F.S. - TYPICALLY NOT DONE*
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 Felipe Mendoza and Cecilia G. Mendoza, husband and wife, dated April 19, 1999 and recorded in O.R. Book 3107, Page 854, Public Records of Lee County, Florida. PRINCIPAL AMOUNT = \$31,200<sup>00</sup>*

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**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).*

**FUND COMMITMENT****Schedule B**

Commitment No.: CF-1114763

Fund File Number 18-2003-3067

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, Public Records of Lee County, Florida. - *OK TYP*
5. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 808 as assigned to Leitner Creek Manor Property Owners Association, Inc., recorded May 6, 1995 in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida. - *OK*
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.  
*UTILITY AGREEMENT, ALL STREETS*
7. 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 TYPICAL*
8. Taxes for the year 2003, which are not yet due and payable. - *OK TYPICAL*



# 5-Year Sales History

Parcel No. 225

Three Oaks Parkway South Extension  
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Carol Kettner	Felipe Mendoza	\$39,000.00	4/14/99	Y

(Property value increase is due to market appreciation and property improvements.)