

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

Blue Sheet No. 20030803

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 239, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$83,000.00; 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

C6K

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 *[Signature]*

7. BACKGROUND:

Negotiated for: Department of Transportation

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

Property Details

Owner: Felipe Mendoza and Cecilia Mendoza
Address: 11195 Wagon Trail, Bonita Springs
STRAP No.: 25-47-25-B4-00208.0020

Purchase Details

Purchase Price: \$83,000 (Price is inclusive of moving expenses.)
Costs to Close: Approximately \$1,250 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$81,000

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
<i>K. Forsyth</i>			<i>BAO 7/21/03</i>	<i>[Signature] 7-21-03</i>	OA <i>[Signature] 7-22-03</i>	OM <i>[Signature] 7/22</i>	RISK <i>[Signature] 7/22/03</i>	GC <i>[Signature] 7/22/03</i>	<i>[Signature] 7-22-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by Coltly
Date: *7/21/03*
Time: *1:00 PM*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
7/21/03
COUNTY ADMIN
FORWARDED TO: *[Signature]*
7/22/03

Forwarded To:
Co. Adm.
7/21/03 4:30 PM

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 239/Mendoza

STRAP No.: 25-47-25-B4-00208.0020

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 and Cecilia Mendoza, husband and wife, Owners, hereinafter referred to as SELLER, whose address is, 11195 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 11195 Wagon Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 2, 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 Eighty-Three Thousand and No/100 (\$83,000.00), 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.

TWO WITNESSES:

José Rodrigo Salazar
Marcy Gonzalez

SELLER:

Felipe Mendoza 6-20-05
Felipe Mendoza (DATE)

TWO WITNESSES:

José Rodrigo Salazar
Marcy Gonzalez

SELLER:

Cecilia Mendoza 6-20-05
Cecilia 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.: 239

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 1980 Schu HS, Identification Number S176148A & S176148B), 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.

TWO WITNESSES:

Jose Rodriguez Salazar
Nancy Gonzalez

TWO WITNESSES:

Jose Rodriguez Salazar
Nancy Gonzalez

CHARLIE GREEN, CLERK

SELLER:

Felipe Mendoza 6 20 03
Felipe Mendoza (DATE)

SELLER:

Cecilia Mendoza 6 20 03
Cecilia Mendoza (DATE)

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. 02-78-27

Property Description
Property Address: 11195 Wagon Trail
Parcel 239** City Bonita Springs State FL Zip Code 34135-5300
Legal Description Lot 2, Leitner Creek Manor Unit 2 Blk 8, PB 30, PG 80
Assessor's Parcel No. 25-47-25-B4-00208.0020 Tax Year 2002 R.E. Taxes \$ 543.38 Special Assessments \$ \$197/Yr
Borrower MENDOZA, Felipe + Cecilia Current Owner + Cecilia Mendoza Occupant: [X] Owner [] Tenant [] Vacant
Property rights appraised [X] 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 [X] Urban [X] Suburban [] Rural
Built up [X] Over 75% [] 25-75% [] Under 25%
Growth rate [X] Rapid [X] Stable [] Slow
Property values [X] Increasing [] Stable [] Declining
Demand/Supply [] Shortage [X] In balance [] Over supply
Marketing time [] Under 3 mos. [X] 3-6 mos. [] Over 6 mos.
Predominant occupancy [X] Owner [] Tenant [] Vacant (0-5%) [] Vac. (over 5%)
Single family housing AGE (yrs) 35 Low New 100+ High 28
Present land use % One family 100 2-4 family Multi-family Commercial
Land use change [X] Not likely [] Likely [] In process
To: **Three Oaks Parkway 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 59' x 100' per County Records
Site area 5,900 S.F.
Specific zoning classification and description MH-1, Mobile Home Conservation
Zoning compliance [X] Legal [] Legal nonconforming (Grandfathered use) [] Illegal [] No zoning
Highest & best use as improved: [X] Present use [] Other use (explain)
Utilities Public Other
Electricity [X] Gas [] Water [X] Sanitary sewer [X] Storm sewer
Off-site Improvements Type Public Private
Street Asphalt paved [X] []
Curb/gutter None [] []
Sidewalk None [] []
Street lights Pole lights [X] []
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 [X] 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 \$1,000, impact fee \$2,700, water/sewer \$4,000, driveway, \$2,000, chain link fence \$1,500.

Table with columns: GENERAL DESCRIPTION, EXTERIOR DESCRIPTION, FOUNDATION, BASEMENT, INSULATION. Rows include No. of Units, No. of Stories, Type (Det./Att.), Design (Style), Existing/Proposed, Age (Yrs.), Effective Age (Yrs.).

Table with 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.

Finished area above grade contains: 5 Rooms, 2 Bedroom(s), 2 Bath(s), 1,203 Square Feet of Gross Living Area
INTERIOR Materials/Condition HEATING Adeq. KITCHEN EQUIP. ATTIC AMENITIES CAR STORAGE: 1 Carport
Floors Carpet/Vinyl/Wood Type Cent. Refrigerator None [X] Fireplace(s) # 0 [] None []
Walls MH/Paneling Fuel Elec. Range/Oven [X] Stairs [] Patio [] Garage # of cars
Trim/Finish MH/Typical Condition Avg. Disposal [] Drop Stair [] Deck [] Attached
Bath Floor Polished Wood COOLING Adeq. Dishwasher [X] Scuttle [] Porch Encl/146sf [X] Detached
Bath Wainscot Fiberglass & Tile Central Yes Fan/Hood [X] Floor [] Fence Chain Link [X] Built-in
Doors MH Wood Other Fans Microwave [] Heated [] Pool [] Carport
All in above average condition Condition Avg. Washer/Dryer [] Finished [] Att. Utility/220sf [X] Driveway 2 Cars

Additional features (special energy efficient items, etc.): Metal siding, carpet, wood kitchen, dining & bath floors, mica counter/cabinets, ceiling fans, 146sf enclosed porch, 130sf attached sheds, 220sf attached utility/laundry, 240sf attached kitchen/bath and a 61sf covered porch.
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 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 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. 02-78-27

Valuation Section

ESTIMATED SITE VALUE	Unimproved site	= \$	16,000
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:			
Dwelling	1,203 Sq. Ft. @ \$ 49.00	= \$	58,947
Covered Porch, 61 Sq. Ft. @ \$ 12.00		=	732
Total Options - See Attached		=	15,720
Garage/Carport 391 Sq. Ft. @ \$ 12.00		=	4,692
Total Estimated Cost New		= \$	80,091
Less	Physical	Functional	External
Depreciation	26,030		= \$ 26,030
Depreciated Value of Improvements		= \$	54,061
"As-is" Value of Site Improvements		= \$	11,200
INDICATED VALUE BY COST APPROACH		= \$	81,261

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 = 27 years.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	11195 Wagon Trail 25-47-25-B4-00208.0020	26788 Stardust Drive 25-47-25-B4-00211.0160	26745 Token Court 25-47-25-B4-00205.0090	11207 Torchfire Trail 25-47-25-B4-00209.0040
Proximity to Subject		0.17 mile south	0.19 mile southwest	0.05 mile southeast
Sales Price	\$ Not a Sale	\$ 70,000	\$ 69,500	\$ 80,000
Price/Gross Living Area	\$ 60.76	\$ 87.09	\$ 73.26	
Data and/or Verification Source	Inspection Pub. Records	ORB 3768 PG 1453 MLS/FARES/Lee County	ORB 3672 PG 2661 MLS/FARES/Lee County	ORB 3595 PG 3645 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing Concessions		Conventional \$69,000	FHA \$68,955	FHA \$79,000
Date of Sale/Time		11/05/02	06/21/02	03/12/02
Location	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor	LeitnerCrkManor
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	5,900sf	5,700sf	7,410sf -1,000	5,900sf
View	Residential	Residential	Residential	Residential
Design and Appeal	Doublewide	Doublewide	Singlewide	Doublewide
Quality of Construction	MH/Good	MH/Superior +3,600	MH/Good	MH/Good
Age	Eff=13, A=23	Eff=11, A=27 -2,000	Eff=10, A=15 -3,000	Eff=9, A=13 -4,000
Condition	Above Avg.	Superior -2,000	Superior -3,000	Superior -4,000
Above Grade Room Count	Total : Bdrms : Baths 5 : 2 : 2	Total : Bdrms : Baths 6 : 4 : 2	Total : Bdrms : Baths 4 : 2 : 2	Total : Bdrms : Baths 4 : 2 : 2
Gross Living Area	1,203 Sq. Ft.	1,152 Sq. Ft. +1,600	798 Sq. Ft. +13,000	1,092 Sq. Ft. +3,600
Basement & Finished Rooms Below Grade	None Att. Kitchen/Bath	None None +3,600	None None +3,600	None None +3,600
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	Driveway +2,000	2 Carport -2,000	2 Carport -2,000
Porch, Patio, Deck	146sf Encl. Porch	None +1,500	297sf Encl. Porch -1,500	132sf Scr. Porch +400
Fireplace(s), etc.	130sf Sheds	None +1,000	80sf Shed +400	None +1,000
Fence, Pool, etc.	Fenced	Fenced	231sf Slab +2,000	None Indicated +2,000
Other Features	220sf Att. Utility	None +1,800	108sf Att. Utility +900	156sf Att. Utility +500
Net Adj. (total)		\$ 11,100	\$ 9,400	\$ 1,100
Adjusted Sales Price of Comparable		\$ 81,100	\$ 78,900	\$ 81,100

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): **See attached comments. Sales recorded over 6 months prior to the appraisal date are among the most recent sales of adequately priced manufactured homes in Leitner Creek Manor. Adjustments exceeded normal parameters in some instances due primarily to the subject's attached kitchen/bath. However, the adjustments appear to be market supported and do not adversely affect the final value estimate.**

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 \$ 81,000

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 March 6, 2003 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 81,000

APPRAISER: Phil Benning, Associate
 Signature: *Phil Benning*
 Name: Phil Benning, Associate
 Date Report Signed: March 28, 2003
 State Certification #: 0001220 St. Cert. Res. REA State FL
 Or State License #

SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
 Signature: *J. Lee Norris*
 Name: J. Lee Norris, MAI, SRA
 Date Report Signed: March 28, 2003
 State Certification #: 0000643 St. Cert. Gen. REA State FL
 Or State License #

Old Did Not Inspect Property

Suppl nental Addendum

File No. 02-7.

Borrower/Client	MENDOZA, Felipe +Cecilia		
Property Address	11195 Wagon Trail		
City	Bonita Springs	County	Lee
		State	FL
		Zip Code	34135-5300
Lender	Lee County - County Lands		

PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of the appraisal is to estimate market value of the subject as of the effective date of the appraisal. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision regarding the possible purchase of the property.

The scope of this appraisal encompasses the necessary research and analysis to prepare a report in accordance with the USPAP of the Appraisal Foundation. Data sources typically include observation, public records, First American Real Estate Services, RE/Explorer Internet System, MLS, Realtors, other professionals, appraiser's files, builder's contracts, and cost estimating services (Marshall and Swift).

A thorough search is conducted for comparable properties within an appropriate market area and time frames. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion of the value estimate. Limiting conditions are described in the attached addenda.

USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

SUMMARY APPRAISAL REPORT

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

COMMENTS ON THE MARKET AREA

The subject is located in Leitner Creek Manor, a development of manufactured homes in Bonita Springs. Leitner Creek Manor has good proximity to area facilities in Bonita Springs. Improvements in the subject development exhibit a wide range of manufactured home size, style, age and quality.

COMMENTS ON THE LAND VALUE ESTIMATE

Since Leitner Creek Manor is maturely developed, there are limited land sales in support of the site value estimate. Included for reference are the following:

Parcel# 25-47-25-B4-00211.0180, 60x95, sold in 02/00 for \$15,500 per OR 3224/2042
Parcel# 25-47-25-B4-00211.0170, 60x95, sold in 06/00 for \$15,500 per OR 3282/1421

COMMENTS ON THE COST APPROACH AND OPTIONS INCLUDED

MH enclosed porch, wall unit A/C, 146sf @ \$20.00/sf = \$ 2,920 ✓
MH attached utility/laundry, 220sf @ \$16.00/sf = \$ 3,520 ✓
MH attached kitchen/bath, 240sf @ \$30.00/sf = \$ 7,200 ✓
Storage sheds, 130sf @ \$16.00/sf = \$ 2,080 ✓
Total Options = \$15,720 ✓

COMMENTS ON THE SALES

Age/condition and quality adjustments are based on observable data, and on comments provided by Realtors familiar with the sales utilized. The adjustments are believed to reflect market reaction to the differences.

All sales lacked the subject's attached kitchen/bath; all were superior in condition and smaller in livable area. Sales #2 and #3 lacked fencing.

Sale #1 lacked covered parking, an enclosed porch, sheds and an attached utility/laundry.

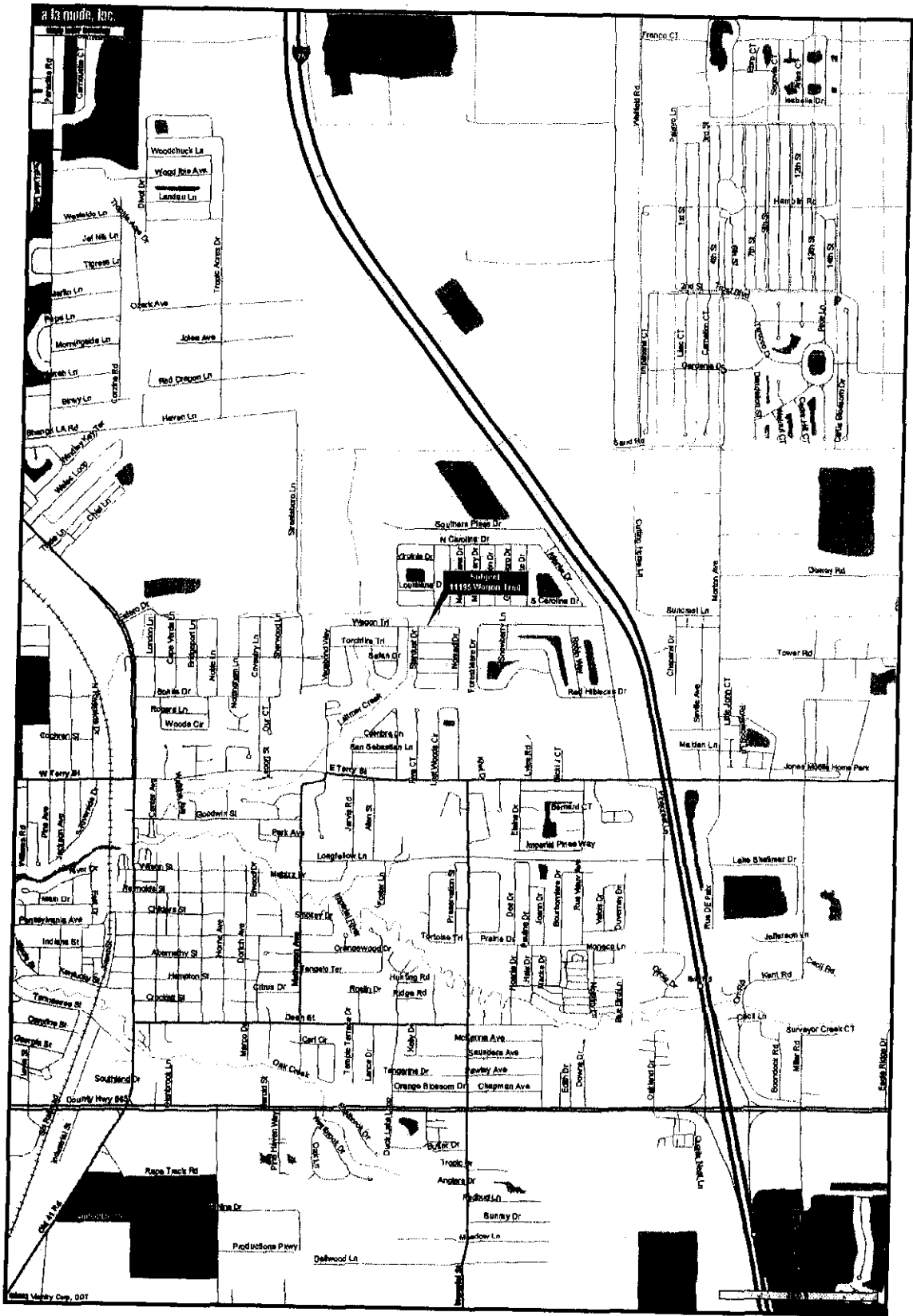
Sale #2 was on a larger lot with a 2 car carport, a larger enclosed porch, a smaller shed and a smaller attached MH utility room.

Sale #3 had a more appealing 2 car carport, a smaller screened porch, and a smaller MH attached utility room. This sale did not include a shed.

After adjustments, sales indicate a range of value for the subject of \$78,900 to \$81,100. Most emphasis is placed on Sales #1 and #2, the most recent. Sale #3 is supportive.

Location Map

Borrower/Client MENDOZA, Felipe +Cecilia			
Property Address 11195 Wagon Trail			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5300
Lender Lee County - County Lands			





JUN 24 2003

CITY CLERK

*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 239, 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

FUND COMMITMENT

Schedule A

Commitment No.: CF-1114764
Effective Date: June 13, 2003 at 5:00 p.m.

Fund File Number 18-2003-3068
Agent's File Reference: 03-1185

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

Proposed Amount of Insurance

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

\$83,000.00 ✓

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:**

Felipe Mendoza and Cecilia Mendoza, *H + W* ✓

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

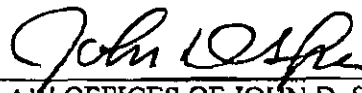
Lot 2, Block 8, LEITNER CREEK MANOR SUBDIVISION, Unit 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79 and 80, Public Records of Lee County, Florida. ✓

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-1114764**Fund File Number** 18-2003-3068**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 and Cecilia Mendoza, husband and wife, to the proposed insured purchaser(s). ✓**
 - b) **Motor vehicle title certificate in favor of Felipe Mendoza and Cecilia 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). ✓**
 - 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. TYP. 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 Mendoza, husband and wife to "MERS" dated February 25, 2002 and recorded in O.R. Book 3597, Page 1745, Public Records of Lee County, Florida.**

PRINCIPAL AMT = \$71,504

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-1114764

Fund File Number 18-2003-3068

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*
5. Covenants, conditions and restrictions recorded in O.R. Book 575, Page 828 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 EASEMENT, 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. - *NO ID WAS !!*
8. Taxes for the year 2003, which are not yet due and payable. - *79P - OK*

5-Year Sales History

Parcel No. 239

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Clair A. Joslyn, Trustee	Felipe & Cecilia Mendoza	\$72,100.00	2/25/02	Y