		Lee Cou	•	of County Con			Shaak Ma	20020004
1. REQUES	STED MOTION:		Agenda II	em Summary		Blue S	<u>neet no.</u>	20030804
1. REQUESTED MOTION: ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 250, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$62,000.00; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.								
WHY ACTIO	N IS NECESSAI	RY: The Board	d must accept	t all real estate c	onveyan	ces to Lee Coun	ty.	ļ
WHAT ACTION	ON ACCOMPLIS	SHES: The Bo	oard avoids E	minent Domain.				
2. <u>DEPART</u>	MENTAL CATE	GORY: 06		A 1 1	-··		ING DATE	
COMMISSIO	ON DISTRICT			C6L			3-05-	<i>-200</i> 3
4. AGENDA:		5. REQUIRE	MENT/PURPOS	E:	6. <u>REC</u>	UESTOR OF INFO	RMATION	
X_ CONSEN	IT	(Specify)						
	TRATIVE	STATUT		·		MISSIONER		
APPEALS PUBLIC	5	ORDINA	NCE	<u></u>	C. DIVIS		endent y Lands	(35)
WALK O		OTHER	<u> </u>			aren L. W. Forsyth. D		1324
TIME REQUIRED:		<u> </u>			<u> </u>			7,7
	GROUND: Department of Ti	ransportation						·
Interest to Acqu	<u>uire</u> : Fee simple, i	mproved with	a single-famil	y mobile home.				
Property Detail Owner: Address: STRAP No.	<u>s</u> Leandro J. Lope 11224 Torchfire : 25-47-25-B4-00	Trail, Bonita						
Purchase Details Purchase Price: \$62,000 (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.)								
	<u>mation</u> Carlson, Norris & / ⁄alue: \$62,000	Associates, Inc	5 .					
Staff Recomme	endation: County:	staff recomme	nds that the E	oard approve th	e Reque	sted Motion.		
20 - C	1318808.506110 EIP; 4043 - Three	•			•			
	Purchase Agreem 5-Year Sales Hist		(Location Ma	p Included); Lett	er from (City of Bonita Sp	rings; Title	Data;
	MENT RECOM		<u>S:</u>					
9. RECOMMENDED APPROVAL:								
_ A	_ B.	C	D	_E		F	_	G
Department	Purchasing or	Human		ounty		et Services	Col	unty Manager
Director	Contracts	Resources		torney OA	ON		EC L	102 0
1 Foreign			The same	25.03 Mys	02 M	7 1 KECEIVEI		1-22.0
	SSION ACTION:				7	1 -7	50	
APPR	OVED			Rec. by CoAtty	1	1-1/21	5~	*
DENIED COUNTY ADMIN OF								
DEFERRED Date: (St Date FORWARDED TO: V)								
OTHER TIME: 100								
S:\POOL\3-Oaks 4043\250 L LOPEZ\BLUE SHEET07 08 03.wpd-jkg (7/15/03 Formardad To:								
S:\POOL\3-Oaks 4	043\250 L LOPEZ\BL\	JE SHEET07 08 (03.wpd-jkg (7/15/	7/24/03 4:30	e			

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 250/Lopez

STRAP No.: 25-47-25-B4-00208.0140

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 Leandro J.
Lopez and Delia Carina Lopez, Joint Tenants with Full Rights of
Survivorship, Owners, hereinafter referred to as SELLER, whose
address is, 11224 Torchfire 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 .138 acres more or less, and located at 11224 Torchfire Trail, Bonita Springs, Florida 34135 and more particularly described as Lot 14, 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-Two Thousand and No/100 (\$62,000.00), 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. 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 obliqation.

- 13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before one hundred twenty (120) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.
- 14. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.
- 15. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.
- 16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.
- 17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.
- 18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

TWO WITNESSES:	SELLER:
Symandi BACTON	DATE)
TWO WITNESSES:	SELLER:
FerNANDO BACTON Formando Borton ma Nelson	Delia Carina Lopez (DATE)
Leve Dele	,
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: Lopez PARCEL NO.: 250

TWO WITNESSES:

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 1978 LIBH HS, Identification Number 02LI1563), 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.

SRIJER .

Gernando BASTON	
Gine Nelson Two witnesses:	SELLER:
Fernando Bartono	Delia Carina Ropez (DATE)
GINE NELSON	
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)

'RLSON, NORRIS AND ASSOCIATES, INC. (239) 936-1991 Summary Appraisal Report UNIFORM RESIDENTIAL APPRAISAL REPORT Project No. 4043 02-78-43 Property Address 11224 Torchfire Trail Parcel 250** City Bonita Springs Zip Code 34135-5321 Legal Description Lot 14, Leitner Creek Manor Unit 2 Blk 8, PB 30, PG 80 County Lee Assessor's Parcel No. 25-47-25-B4-00208,0140 Special Assessments \$ \$197/Yr Tax Year 2002 R.E. Taxes \$ 424.80 Borrower LOPEZ, Leandro + Carina Current Owner Leandro + Carina Lopez Occupant: î Owner Tenant Property rights appraised 🛛 Fee Simple Leasehold Condomintum (HUD/VA only) Project Type L PUD HGA \$ N/A 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/Cäent Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398 Phil Benning, Associate Appraiser Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901 Location Urban Suburban Present land use % Land use change PRICE \$(000) Built up ○ Cver 75% occupancy 25-75% Under 25% (yrs) One family ____100_ Not likely Likely Growth rate √ Stable

... Rapid Slow ○ Owner 35 2-4 family in process Property values M Increasing Stable Declining) Tenant High Multi-family To Demand/supply Predominant Commercial Vacant (0-5%) Shortage In balance Over supply "Three Oaks Parkway Over 6 mos. Under 3 mos. X 3-6 mos. Vac.(over 5%) 40-80+ 15-20 Vacant 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 averge-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 avaliable. 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 Describe common elements and recreational facilities: Dimensions 60' x 100' per County Records Topography Level Site area 6.000 S.F. Corner Lot | Yes | X No Size Typical Specific zoning classification and description MH-1, Mobile Home Conservation Shape Rectangular Zoning compliance | Legal | Legal nonconforming (Grandfathered use) | Illegal No zonina Drainage Appears Adequate Highest & best use as improved: Present use Other use (explain) View Residential Utilities Public Other Off-site Improvements Public Private Landscaping Above Average/Citrus Electricity Street Asphalt payed Driveway Surface Concrete Gas Curb/gutter None Apparent easements Standard Utility Water Sidewalk None FEMA Special Flood Hazard Area Yes X No. Sanitary sewer Street lights Pole lights FEMA Zone X Map Date 07/20/1998 Storm sewer Allev None 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 tot. Site improvements: Fill/prep/landscaping/sod \$3,000, impact fee \$2,700, water/sewer \$4,000, concrete driveway \$1,800. GENERAL DESCRIPTION EXTERIOR DESCRIPTION FOUNDATION RASEMENT INSULATION No. of Units One Foundation Concrete Piers Slab None Area Sq. Ft. None Roof No. of Starles One Exterior Walls MH/Metal Crawl Space Yes % Finished N/A Ceiling *Adeg. Type (Det./Att.) Detached Roof Surface Shingle Basement None Ceiling N/A Walls Adeq. Design (Style) Singlewide 4 Gutters & Dwnspts. Aluminum Sump Pump Walls N/A Floor Existing/Proposed Existing Window Type Alum. SH Dampness N/A Floor N/A None Age (Yrs.) 25/1978 Storm/Screens Outside Entry N/A No/Yes Settlement N/A Unknown Effective Age (Yrs.) 10 years Manufactured House YES Infestation N/A *Assumed Adeq ROOMS Foyer_ Living Dining Kitchen Family Rm. Rec. Rm. Bedrooms # Baths Laundry Other Area Sq. Ft. Basement None Level 1 Area 1 Area 3 737 Level 2 Finished area above grade contains: 5 Rooms 3 Bedroom(s) 1 Bath(s) 737 Square Feet of Gross Living Area INTERIOR HEATING Adeq Materials/Condition KITCHEN EQUIP ATTIC AMENITIES CAR STORAGE: Driveway Floors Ceramic/Carpet Type FWA Retrigerator None Fireplace(s) # 0 None NewDrywall/Paneling Fuel \boxtimes Elec. Range/Oven Stalrs Patio Garage # of cars Trim/Finish 51/4" Baseboard/New Condition Avg. Disposal Drop Stair Deci Attached COOLING Adeq Bath Floor Ceramic/New Dishwasher Scuttle Scr/384sf Porch Detached Bath Wainscot Ceramic/New Central: Yes Fan/Hood Floor Fence Built-In Doors Other MH Wood Fans Microwave Heated Pool

Freddie Mac Form 70 6/93

All in good-new condition

immediate vicinity of the subject property.:

Additional features (special energy efficient items, etc.):

Condition Avg.

quality, physical depreciation is based on a total economic life of 40 years.

drywall and trim, ceiling fans, window treatments, a 384sf screened porch and a 9x9 storage shed

functional or external obsolescence was noted. The improvements are of above average quality, and have been maintained in well above average condition relative to actual age. Interior walls & finish flooring are new. Due to the subject's above average manufactured home

Finished

No adverse environmental conditions noted on the subject site or in the immediate vicinity.

Shed/81sf

Metal siding, shingle roof, new tile floors thruout except for carpeted guest bedroom, new

Washer/Dryer

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the

Condition of the Improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.:

2 Cars

No physical.

Driveway

Fannie Mae Form 1004, 6-93

02-78-43

File No.

ESTIMATED SITE VALUE Unimproved site Comments on Cost Approach (such as, source of cost estimate, site value ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS square foot calculation and for HUD, VA and FmHA, the estimated remaining Dwelling 737 Sq. Ft. @\$ 54.00 = \$ 39,798 economic life of the property): See attached for floor plan and area Screened Porch, 384 \$q. Ft. @\$ 16.00 = 6,144 calculations. Subject site is developed to its highest and best Shed, 81sf @ \$16.00/sf 1.296 use. No apparent functional or locational obsolescence noted. Garage/Carport Sq. Pt. @\$ See attached for comments on land value. Costs are supported 47,238 Total Estimated Cost New by local known builder's costs & completed appraisals l ass Physical **Eunctional** External retained in the appraiser's office files. Depreciation 11,810 11.810 Depreciated Value of Improvements 35,428 Depreciation - Economic Age/Life Method =\$ "As-is" Value of Site Improvements =\$ 11,500 Estimated remaining economic life = 30 years. INDICATED VALUE BY COST APPROACH 62,928 COMPARABLE NO. 1 (TFM COMPARABLE NO. 2 COMPARABLE NO. 3 11224 Torchfire Trail 11183 Tango Drive 26658 Token Court 26788 Stardust Drive Address 25-47-25-B4-00208,0140 25-47-25-B4-00211.0010 25-47-25-B4-00206.0040 25-47-25-B4-00211.0160 Proximity to Subject 0.12 mile southwest 0.14 mile west 0.15 mile south Sales Price Not a Sale 56,000 110 56,900 70,000 Price/Gross Living Area 83.33 🗘 84.67 ¢ 60.76 1/2 Data and/or Inspection ORB 3846 PG 4707 ORB 3882 PG 4304 ORB 3768 PG 1453 Verification Source Pub.Records MLS/FARES/Lee County MLS/FARES/Lee County MLS/FARES/Lee County VALUE ADJUSTMENTS DESCRIPTION DESCRIPTION + (-)\$ Adjust. DESCRIPTION +(-)\$ Adjust. DESCRIPTION +(-)\$ Adjust. Sales or Financing Cash Conventional Conventional Concessions Indicated \$58,000 \$69,000 Date of Sale/Time 02/14/03 03/26/03 11/05/02 LeitnerCrkManor LeitnerCrkManor ocation LeitnerCrkManor LeitnerCrkManor Leasehold/Fee Simple Fee Fee Fee 6,000sf Site 6,000sf 5,700sf 5,700sf viaw Residential Residential Residential Residential Design and Appeal Singlewide + Singlewide Singlewide Doublewide Quality of Construction MH/Above Avg. MH/Inferior +2.800 MH/Inferior +2,800 MH/Inferior +2,800 Eff=10, A=25 Eff=14, A=28 Ace +2,300 Eff=17, A=25 +4,100 Eff=11, A=27 +600 Condition Good Inferior +2,300 Inferior +4,100 Inferior +600 Total Bdrms Baths Above Grade Total Bdrms Baths Total Bdrms Baths Total Bdrms Baths Room Count 5 3 4 2 -2.000 1 4 2 2 -2.000-2.000 4 2 Gross Living Area 672 Sq. Ft. 737 Sq. Ft +2.100 +2,100 672 Sq. Ft. 1,152 Sq. Ft. 13.300 Basement & Finished None None None None Rooms Below Grade None None None None Functional Utility Average Average Average Average Heating/Cooling Central/Central Central Central Central/Central Central/Central Energy Efficient Items Typical Typical Typical Typical Garage/Carport Driveway 1 Carport -2.000 1 Carport 2.000 Driveway 384sf Scr. Porch Porch Patio Deck 200sf Engl. Porch +600 260sfEncl.Porch -200 None +3,100 156sf Sheds Fireplace(s), etc. 81sf Shed None -600 None Fence, Pool, etc. None None 368sf Scr. Porch -2,900 Fenced -2,000 Other Feratures None 120sf Att. Utility -1,000 64sf Att. Utility -500 None Net Adj. (total) 4,500 5,500 10,200 Adjusted Sales Price of Comparable 60,500 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 newer/more appealing than typical interior finishes and upgrades, and lower effective age than the typical singlewide manufactured homes in Leitner Creek Manor. ITEM SUBJECT COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3 Date Price and Data 05/03 \$33 500 No prior sale noted No prior sale noted No prior sale noted Source, for prior sales per Public Rec. other than above in other than above in other than above in within year of appraisal | OR 3931/1611 past twelve months past twelve months 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 NDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent N/A /Mo. x Gross Rent Multiplier 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 (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF May 1, 2003 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE 62,000 SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature Signature Did 🔀 Did Not Name Phil Benning, Associate Name J. Lee Morris, MAI, SRA Inspect Property Date Report Signed May 19, 2003 Date Report Signed May 19, 2003 State Certification # 0001220 St.Cert.Res. FEA State Certification # 0000643 St. Cert. Gen. REA State FL State FL Or State License # Or State License # State

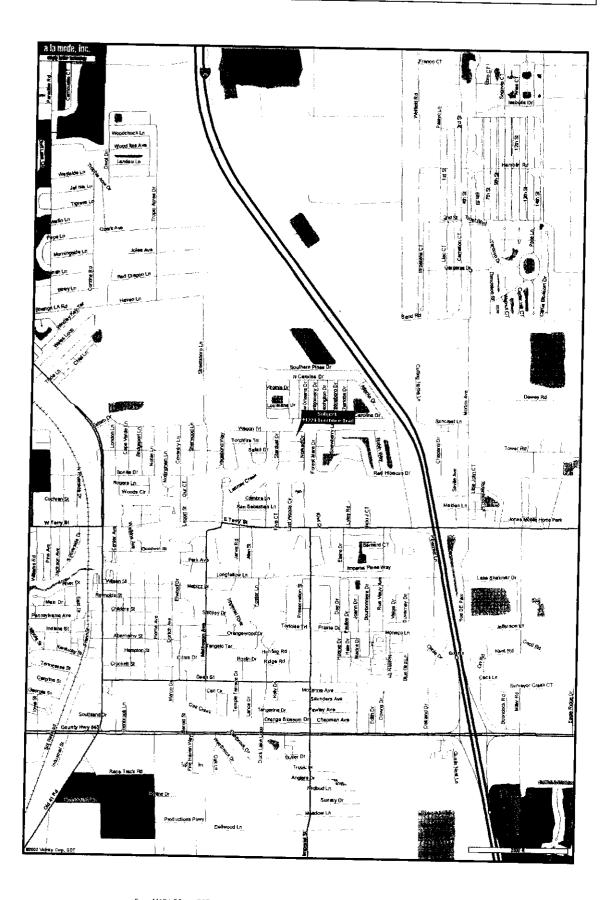
UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

Freddie Mac Form 70 6/93

Location Map

Borrower/Client LOPEZ, Leandro + Carina	
Property Address 11224 Torchfire Trail	·
City Bonita Springs Count	ty Lee State FL Zip Code 34135-5321
Lender Lee County - County Lands	27 000 07100 0021





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 27, 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 250, Lopez & 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-1114750

Effective Date: May 15, 2003 at 11:00 p.m. Fund File Number 18-2003-2731

Agent's File Reference: 03-1169

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

OWNER'S:

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

\$62,000.00

Proposed Insured:

Lee County

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:

Leandro J. Lopez and Delia Carina Lopez

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

Lot 14, Block 8, LEITNER CREEK MANOR, UNIT 2, according to the map or plat thereof as recorded in Plat Book 30, Page(s) 79, Public Records of Lee County, Florida.

AGENT NO.: 13710

ISSUED BY: LAW OFFICES OF JOHN D. SPEAR, P.A.

MAILING ADDRESS:

9200 Bonita Beach Road, S-204 Bonita Springs, Florida 34135

Rev.1.2

FUND COMMITMENT

Schedule B

Commitment No.:

CF-1114750

()

Fund File Number 18-2003-2731

()

- 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 Leandro J. Lopez and Delia Carina Lopez, husband and wife to the proposed insured purchaser(s).
 - Warranty Deed from Leandro J. Lopez and Delia Carina Lopez, husband and wife to the proposed insured purchaser(s) as to the subject real property including proper identification of the mobile home, thereby establishing the interest that the mobile home be considered as a fixture or improvement to the land.
 - c. Motor vehicle title certificate in favor of Leandro J. Lopez and Delia Carina Lopez, husband and wife to be transferred to the proposed insured purchaser(s) and a new certificate to be obtained in favor of the proposed insured purchaser(s).
 - 3. A determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F. S., or county ordinance.
 - 4. Sufficient proof must be furnished and placed of record to establish that at the time of the conveyance of the subject property to Brent Pattison, et al by deed recorded under O.R. Book 3129, Page 559, Public Records of Lee County, Florida, the subject property did not constitute the homestead of the Grantor under said deed, or that said Dorothy J. Henney was unmarried at the time of such conveyance.
 - 5. Satisfaction of the mortgage from Leandro J. Lopez and Delia Carina Lopez to Wachovia Bank, N.A. dated March 28, 2003 and recorded in O.R. Book 3931, Page 1612, Public Records of Lee County, Florida.
- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Fund:
 - 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

FUND COMMITMENT

Schedule B

Commitment No.: CF-1114750 Fund File Number 18-2003-2731

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. Taxes for the year 2003, which are not yet due and payable.
- 5. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
- 6. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Leitner Creek Manor, Unit 2, as recorded in Plat Book 39, Page(s) 79 and 80, Public Records of Lee County, Florida.
- 7. Covenants, conditions and restrictions recorded February 3, 1970, in O.R. Book 575, Page 808, together with Assignment of Developers Rights, recorded May 26, 1995 in O.R. Book 2603, Page 3024, Public Records of Lee County, Florida.
- 8. Easement in favor of Bonita Springs Water System, contained in instrument recorded June 26, 1972, in O.R. Book 826, Page 697, Public Records of Lee County, Florida.

5-Year Sales History

Parcel No. 250

Three Oaks Parkway South Extension Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Karen J. Pattison & Tracey Jo Gilbert	Leandro J. Lopez & Delia Carina Lopez	\$33,500.00	3/28/03*	N

^{*}A contractual agreement between Grantor and Grantee existed in 2002.