

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

**Blue Sheet No. 20041704**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for acquisition of Parcel 336, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$75,000; 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

*ClB*

**3. MEETING DATE:**

*02-01-2005*

<b>4. AGENDA:</b>	<b>5. REQUIREMENT/PURPOSE:</b> (Specify)	<b>6. REQUESTOR OF INFORMATION</b>
<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> STATUTE 125	A.
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ORDINANCE	B. DEPARTMENT <u>Independent</u>
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN.	C. DIVISION <u>County Lands</u>
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> OTHER	BY <u>Karen L. W. Forsyth, Director</u> <i>KW</i>
<input type="checkbox"/> WALK ON		
TIME REQUIRED:		

**7. BACKGROUND:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, vacant residential lot

Property Details

Owner: Charles Harvey  
Address: 24099 Cock Robin Lane, Bonita Springs  
STRAP No.: 14-47-25-B2-00200.1010

Purchase Details

Purchase Price: \$75,000  
Costs to Close: Approximately \$1,000 (The seller is responsible for attorney fees and real estate broker fees, if any. The County is responsible for future district assessments for road and drainage improvements, which are estimated at \$9,500.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.  
Appraised Value: The adjacent parcel, previously acquired from Mr. Harvey, was appraised in June of 2003 with a resulting value of \$70,000. Recent documented sale prices for neighboring lots range between \$90,000 - \$115,000. Documentation from previous appraisal reports is attached to support the purchase price.

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

Account: 20404330709.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 30709 - Transportation Capital Improvements; 506110 - Land

Attachments: Purchase Agreement (Copy); Appraisal Data (Location Map Included); Letter from City of Bonita Springs; Title Data; 5-Year Sales History

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
					QA	OM	RISK	GC	
<i>K Forsyth</i>			<i>AD 1/13/05</i>	<i>John 1-18-05</i>	<i>1/19/05</i>	<i>1/18/05</i>	<i>1/19/05</i>	<i>1/19/05</i>	<i>1-19-05</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *1/13/05*  
Time: *10:50*

RECEIVED BY COUNTY ADMIN: *02*  
*1/13/05*  
*4:35 pm*  
COUNTY ADMIN FORWARDED TO: *1*

Forwarded To:  
*1/13/05 4:00pm*

This document prepared by

Lee County  
County Lands Division  
Project: Three Oaks Parkway South Extension, No. 4043  
Parcel: 336/Harvey  
STRAP No.: 14-47-25-B2-00200.1010

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 December, 2004 by and between **Charles Harvey**, an unmarried person, hereinafter referred to as SELLER, whose address is Post Office Box 400, Sharpes, Florida 32959, 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 1.26 acres more or less, and located at 24099 Cock Robin Lane, Bonita Springs, Florida 34135 and more particularly described as Tract 101 SAN CARLOS ESTATES, according to the plat thereof recorded in Official Record Book 557, at pages 354-355, of the Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Seventy-Five Thousand and No/100 (\$75,000.00), payable at closing by County Warrant.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 2 of 6

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 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.
- (g) SELLER'S real estate broker fees, if any.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 3 of 6

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 15 days after notice, BUYER may elect to accept the Property in its existing condition 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.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 4 of 6

**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.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 5 of 6

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 thirty (30) 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 6 of 6

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SELLER:

  
\_\_\_\_\_  
Charles Harvey (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)

**LAND APPRAISAL REPORT**

Project No. 4043

**Summary Appraisal Report**

File No. 02-78-46

Borrower HARVEY, Charles Census Tract 0503.08 Map Reference 14-47-25  
 Property Address 24065 Cock Robin Lane **Three Oaks Parkway South Extension, Project No. 4043, Parcel 315**  
 City Bonita Springs County Lee State FL Zip Code 34135-6791  
 Legal Description Tract 86 San Carlos Estates Unrec., OR 557 PG 354  
 Sale Price \$ Not a Sale Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised:  Fee  Leasehold  De Minimis PUD  
 Actual Real Estate Taxes \$ 658.46/02 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A  
 Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398  
 Occupant Vacant Land Appraiser Phil Benning, Associate Instructions to Appraiser Estimate market value.

*\* Adjacent Property report*

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<u>55%</u> 1 Family	<u>45%</u> 2-4 Family	<u>0%</u> Apts.	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>5%</u> Vacant	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ <u>90,000</u> to \$ <u>300,000</u>		Predominant Value \$ <u>120-160</u>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>New</u> yrs. to <u>25</u> yrs.		Predominant Age <u>15-20</u> yrs.	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The area is experiencing increased developmental pressure, which is expected to continue into the near future. Existing development is average to custom quality homes. Support facilities are located within two miles of the subject. No adverse marketing factors were noted at the time of the appraisal. Subject is currently listed in the regional MLS for \$75,000 per MLS# B0069510.

Dimensions 165' x 330' Per Lee County Plat = 1.25 Sq. Ft. of Acres  Corner Lot  
 Zoning classification AG-2 Agricultural/Residential Present Improvements  do  do not conform to zoning regulations  
 Highest and best use  Present use  Other (specify) \_\_\_\_\_  
 Public  Other (Describe) \_\_\_\_\_  
 Elec.  OFF SITE IMPROVEMENTS: Street Access  Public  Private Topo Level  
 Gas  Surface Gravel/Sand Size Typical of area  
 Water  Available Maintenance  Public  Private Shape Primarily Rectangular  
 San. Sewer  Septic  Storm Sewer  Curb/Gutter View Residential  
 Underground Elect. & Tel.  Sidewalk  Street Lights Drainage Appears adequate.  
 Is the property located in a HUD identified Special Flood Hazard Area?  No  Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No adverse easements or site conditions were noted, however, no survey was provided.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	24065 Cock Robin Lane STRAP 14-47-25-B2-00200.0860	24377 Red Robin Drive 15-47-25-B1-00200.3700	24411 Rodas Drive 15-47-25-B1-00200.4120	24743 Dietz Drive 15-47-25-B4-00200.5370
Proximity to Subject		1.37 miles southwest	1.27 miles southwest	1.26 miles southwest
Sales Price	\$ Not a Sale	\$ 69,500	\$ 72,400	\$ 85,000
Price Per Acre	\$ N/A	\$ 55,800	\$ 57,900	\$ 52,000
Data Source	Inspection/Pub. Records	MLS/ORB 3892 PG 2445	MLS/ORB 3848 PG 3430	MLS/ORB 3824 PG 0558
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION +/- \$ Adjust.	DESCRIPTION +/- \$ Adjust.	DESCRIPTION +/- \$ Adjust.
Location	N/A	04/07/03	02/13/03	01/15/03
Site/View	San Carlos Estates	San Carlos Estates	San Carlos Estates	San Carlos Estates
Access Road	Residential	Residential	Residential	Residential
Site Size	UnPaved	UnPaved	UnPaved	UnPaved
Improvements	1.25 acres	1.25 acres	1.25 acres	1.25 acres
Sales or Financing Concessions	None	None	None	None
Net Adj. (Total)	N/A	Cash Indicated	Cash Indicated	Cash Indicated
Indicated Value of Subject		\$ 69,500	\$ 72,400	\$ 85,000

Comments on Market Data: All the above sales are very recent and are believed to be among the best indications of value for the subject lot. See Addendum. Sale #2 last sold in 05/02 for \$43,000 per ORB 3650, PG 4274

Comments and Conditions of Appraisal: This is a Summary Appraisal Report. See attached Limiting Conditions. The reported existence of wetlands on the subject lot does not appear to adversely affect marketability or value.

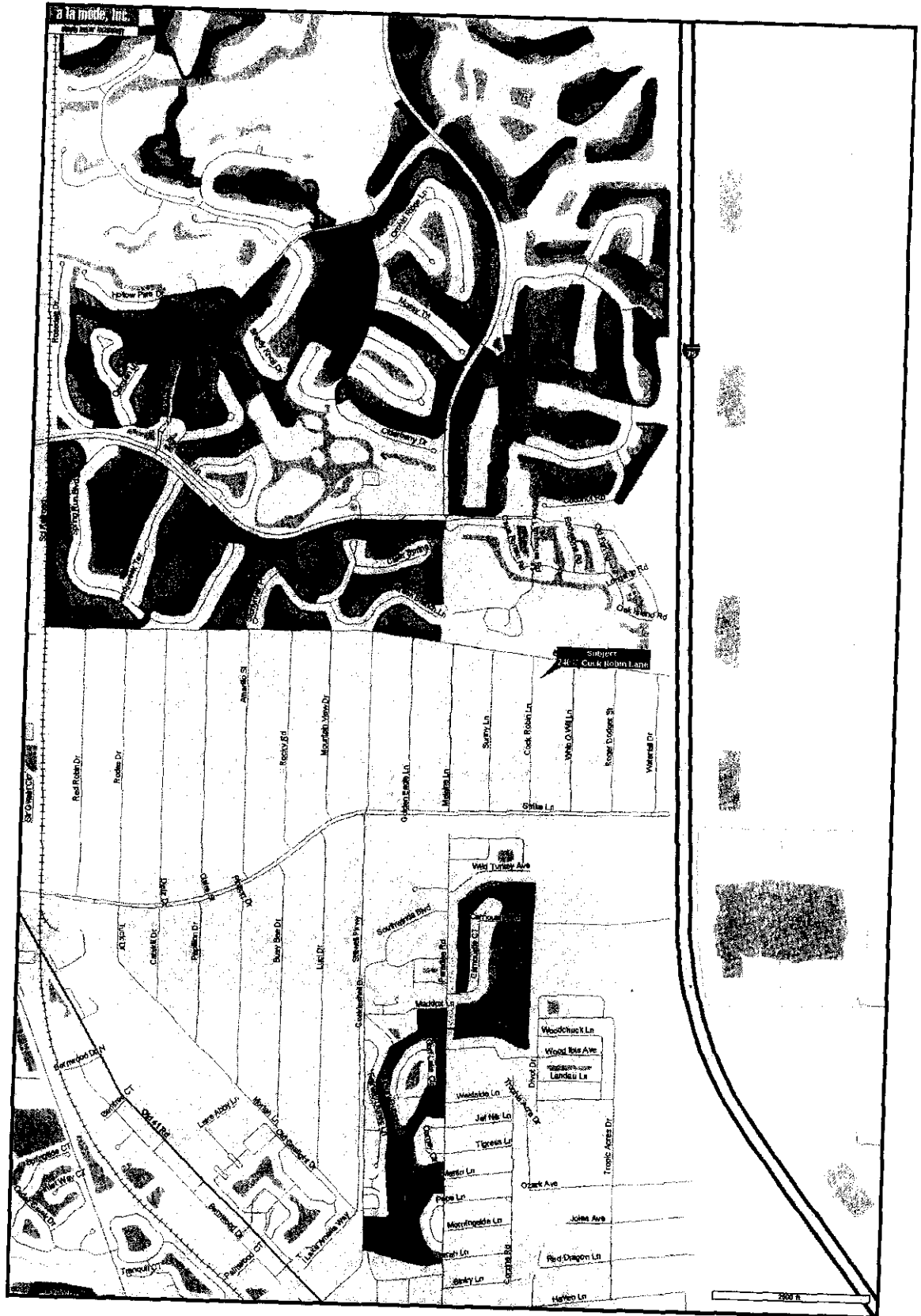
Final Reconciliation: The Sales Comparison Analysis typically reflects the actions and attitude of participants in the marketplace. The Cost Approach is not applicable for the valuation of vacant land since there are no improvements. The Income Approach is not used due to the fact the vacant land is not typically purchased to generate income.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF June 4, 20 03 to be \$ 70,000  
 St. Cert. Res. REA #0001220 St. Cert. Gen. REA #0000643  
 Phil Benning, Associate J. Lee Norris, MAI, SRA  
 Appraiser(s) Review Appraiser (if applicable)  Did  Did Not Physically Inspect Property



# Location Map

Borrower/Client HARVEY, Charles			
Property Address 24065 Cock Robin Lane			
City Bonita Springs	County Lee	State FL	Zip Code 34135-6791
Lender Lee County - County Lands			



Supplemental Addendum

File No. 04-07-15

File No. 04-07-15

WICBURG, Timothy J.			
Address 24066 Whip-o-Will Lane			
Bonita Springs	County Lee	State FL	Zip Code 34135-6738
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/Xplorer Internet System, M.L.S., 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 San Carlos Estates, a development of mostly 1.25 acre parcels in Bonita Springs. Larger, wooded tracts and packed sand roads give this development somewhat of a "country" flavor which appeals to many buyers. San Carlos Estates has good proximity to area facilities in Bonita Springs. Improvements in San Carlos Estates exhibit a wide range of home size, style, age and quality. Newer homes seem to be trending toward larger, good quality ranch or piling homes.

\*COMMENTS ON THE ROAD MAINTENANCE

The streets are reportedly maintained by the San Carlos Estates Drainage District, an independent special district (similar to a special fire, or mosquito control district), which was created in 1982 per OR 1615, PG 0477, for drainage management (which includes the roads & swales). Each owner is reportedly assessed a nominal maintenance fee (\$404.25) included as special annual assessment & collected in conjunction with the real estate taxes. In addition, there is a solid waste (sewer) assessment of \$196.99 per year.

Septic systems and packed sand roads are typical for the area and are not considered detrimental to marketability. The dirt roads are periodically graded by above mentioned San Carlos Estates Drainage district rendering them "all weather" roads and passible year round. San Carlos Estates is experiencing new development with new housing starts observed throughout the market area.

COMMENTS ON THE LAND VALUE ESTIMATE

Recent land sales 1.25 acres in support the site value estimate in San Carlos Estates, include:

- 10/01/04 \$ 98,000 OR 4452/1293, 15-47-25-B2-00200.4890, 1.25 acres, 24576 Rocky Road
- 08/30/04 \$ 95,000 OR 4412/4498, 15-47-25-B3-00200.5640, 1.25 acres, 25086 Stillwell Pkwy
- 08/03/04 \$ 80,000 OR 4386/4390, 14-47-25-B1-00200.3320, 1.25 acres, 34310 Cock Robin Ln
- 07/20/04 \$105,000 OR 4370/2533, 15-47-25-B2-00200.4230, 1.25 acres, 24443 Claire Street
- 05/17/04 \$ 90,000 OR 4297/1417, 15-47-25-B2-00200.3760, 1.25 acres, 24377 Claire Street

COMMENTS ON THE SALES

Quality & age/condition 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.

The subject is compared to three recent sales of elevated piling homes in San Carlos Estates.

All sales were on similar 1.25 acre lots on unpaved roads. All were older and in inferior condition.

Sale #1 was a substantially smaller home which included a similar built-in 3 car+ carport.

Sale #2 was a larger home with less covered parking. Included was a 1,104sf lower level utility area.

Sale #3 was similar in livable area, had less covered parking, included a 360sf finished utility area, a 600sf wrap around screened porch and a fenced yard.

After adjustments, sales indicate a range of value for the subject of \$203,200 to \$209,500. Most emphasis is placed on Sales #1 and #2 which are the most recent. Sale #3 supports the upper limits of the value range.



**RECEIVED**  
DEC 27 2004  
COUNTY LANDS

December 23, 2004

*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

**Jay Arend**  
Mayor

**Wayne P. Edsall**  
Councilman  
District One

**Alex Grantt**  
Councilman  
District Two

**R. Robert Wagner**  
Councilman  
District Three

**John Joyce**  
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

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

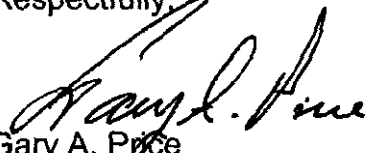
RE: Purchase Agreement—Three Oaks Parkway Extension  
Project No. 4043  
Parcel 336, Harvey

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/kd

cc: Ken Hoffman, Community Project Coordinator

**Division of County Lands****Ownership and Easement Search**

Search No. 14-47-25-B2-00200.1010

Date: November 4, 2003

Parcel: 336

Project: Three Oaks Parkway South Extension,  
Project 4043To: J. Keith Gomez  
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS   
Property Acquisition Assistant

STRAP: 14-47-25-B2-00200.1010

Effective Date: October 3, 2003, at 5:00 p.m.

**Subject Property:** Tract 101, of that certain subdivision known as San Carlos Estates, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Official Record Book 557, Page(s) 354-355.

Title to the subject property is vested in the following:

**Charles Harvey**

by that certain instrument dated December 29, 1998, recorded January 12, 1999, in Official Record Book 3062, Page 2315, Public Records of Lee County, Florida.

**Easements:**

1. Dedication of Easements for drainage, roads and streets, recorded in Official Record Book 535, Page 826, Public Records of Lee County, Florida.
2. Non-exclusive utility and roadway easement over and across or below all roadways shown on plat of San Carlos Estates, recorded in Official Record Book 1307, Page 36, Public Records of Lee County, Florida.
3. Ten foot easement reservation on all sides for utility maintenance, as described in instrument recorded in Official Record Book 1379, Page 491, Public Records of Lee County, Florida.

NOTE (1): Judgment creating and incorporating San Carlos Estates Drainage District, recorded in Official Record Book 521, Page 120, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Charles Harvey in favor of Lottie A. Kay, Trustee of the Lottie A. Kay Revocable Trust, dated January 7, 1999, recorded January 12, 1999, in Official Record Book 3062, Page 2316, Public Records of Lee County, Florida. *Mortgage Released.***Tax Status:** Taxes paid for the year 2002; 2003 taxes are now due and payable.*(The end user of this report is responsible for verifying tax and/or assessment information.)***The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

# 5-Year Sales History

Parcel No. 336

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS.**