

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

**Blue Sheet No. 20041673**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for acquisition of Parcel 314, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$229,000; 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

*C6H*

**3. MEETING DATE:**  
*01-04-2005*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

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

**6. REQUESTOR OF INFORMATION**

- A.
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY Karen L. W. Forsyth, Director *[Signature]*

**7. BACKGROUND:**

**Negotiated for:** Lee County Department of Transportation  
**Interest to Acquire:** Fee simple, improved with a single-family residence

**Property Details:**

Owner: Timothy James Wicburg, a single man  
Address: 24066 Whip-O-Will Lane, Bonita Springs  
STRAP No.: 14-47-25-B2-00200.0870

**Purchase Details:**

Purchase Price: \$229,000  
Costs to Close: Approximately \$3,500 (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: \$208,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of 10% above the appraised value can be justified considering the costs associated with condemnation proceedings are estimated to be \$3,000 - \$5,000, excluding value increases and attorney fees/costs that could potentially range between \$10,000 and \$20,000. Staff recommends 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; Appraisal (Location Map Included); City of Bonita Springs Recommendation; 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>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	OA	OM	RISK	GC	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 12/20/04  
Time: 3:40 PM  
Forwarded to:  
*[Signature]*  
12/20/04 4:17 PM

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
12/20/04  
4:47 PM  
COUNTY ADM.  
FORWARDED TO: *[Signature]*  
12/21/04  
9:50 AM

This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway South Extension, No. 4043  
Parcel: 314/Wicburg  
STRAP No.: 14-47-25-B2-00200.0870

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 **Timothy James Wicburg, a single man**, whose address is 8225 Lake San Carlos Circle, Fort Myers, FL 33912-2814, Owner, hereinafter referred to as SELLER, 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 24066 Whip O Will Lane, Bonita Springs, Florida 34135 and more particularly described as Tract 87, San Carlos Estates , according to the plat thereof recorded in OR BK 557 PGS 354 and 355, 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 4043, hereinafter called the project.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Hundred Twenty-Nine Thousand and No/100 (\$229,000.00), payable at closing by County Warrant.
- 3. EVIDENCE OF TITLE:** BUYER will obtain at BUYERS 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) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER's attorney and/or appraiser fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) documentary stamps on deed;
- (c) 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 one hundred fifty (150) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

**14. ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

**15. REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

**16. POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

**17. TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

**18. SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Joseph Keith Gomez  
Signature of Witness  
JOSEPH KEITH GOMEZ  
Print Name of Witness

SELLER:

Timothy James Wicburg  
Signature of Seller  
12/8/09  
(DATE)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

BUYER:

CHARLIE GREEN, CLERK

**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: Wicburg**  
**PARCEL NO.: 314**

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for attorney and appraiser fees and costs, moving expenses, the home, additions, improvements, carport(s), shed(s), landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning unit(s), hot water heater(s), ceiling fans, screen enclosure(s), windows, awnings, doors and floor covering, as of the date of the BUYERS appraisal.

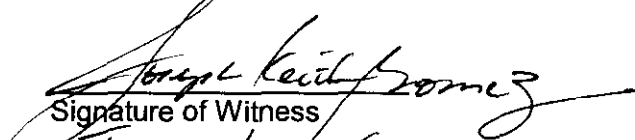
BUYERS authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixture(s) by SELLER may cause a delay in closing and a reduction in the Purchase Price. All additional costs associated with any breach of this covenant will be paid by the SELLER. This covenant shall survive closing.

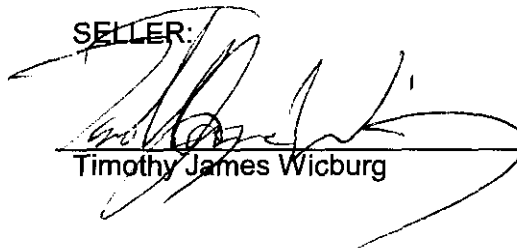
SELLER hereby agrees to deliver possession of the Property, absent of any resident(s) or tenant(s), to BUYER at the time of closing and further agrees that the purchase of the Property is NOT subject to any written or verbal lease agreement(s) of the SELLER.

Upon the BUYERS written acceptance of this Agreement, SELLER hereby gives permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if asbestos is present in the improvements or if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

SELLER:

  
Signature of Witness  
Joseph Keith Gomez  
Print Name of Witness

  
Timothy James Wicburg  
12/8/04  
(DATE)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

BUYER:

CHARLIE GREEN, CLERK

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

STA #5, Project 4043
File No. 04-07-15

Property Address 24086 Whip-o-Will Lane
City Bonita Springs State FL Zip Code 34135-6738
Legal Description Tract 87, San Carlos Estates UNREC. OR 557/354
Assessor's Parcel No. 14-47-25-B2-00200.0870
Borrower WICBURG, Timothy J. Current Owner Timothy J. Wicburg

Location Urban Suburban Rural
Built up Over 75% 25-75% Under 25%
Growth rate Rapid Stable Slow
Property values Increasing Stable Declining
Demand/supply Shortage In balance Over supply
Marketing time Under 3 mos. 3-6 mos. Over 6 mos.

Neighborhood boundaries and characteristics: Bordered by Bonita Bill St (N), I-75 (E), US Business 41 (SW), Bonita Springs Golf & Country Club (SE).
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.

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.):
Overall market conditions are active with increasing property values. Resales are sold with conventional financing and cash.

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

Dimensions 165' x 330'
Site area 54,450 S.F. or 1.26 acres
Specific zoning classification and description AG-2 Agricultural/Residential
Zoning compliance X Legal Legal nonconforming (Grandfathered use) Illegal No zoning
Highest & best use as improved: X Present use Other use (explain)

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.

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.

Table with columns: INTERIOR, Materials/Condition, HEATING, Adeq., KITCHEN EQUIP., ATTIC, AMENITIES, CAR STORAGE. Rows include Floors, Walls, Trim/Finish, Bath Floor, Bath Wainscot, Doors, All in average condition.

Additional features (special energy efficient items, etc.): Vinyl kitchen, laundry & bath floors, mica cabinets, vaulted ceiling in great room and master bedroom, french doors to balconies, cultured marble vanity tops/sinks, colonial trim+raised panel doors.
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.
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. 04-07-15

Valuation Section

ESTIMATED SITE VALUE Unimproved site = \$ 100,000		Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): 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.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 1,200 Sq. Ft. @ \$ 68.00 = \$ 81,600		
Sq. Ft. @ \$ =		
Stairs, +Balconies, 260 @ \$9.00/sf = 2,340		
Garage/Carport 1,200 Sq. Ft. @ \$ 10.00 = 12,000		
Total Estimated Cost New = \$ 95,940		
Less Physical Functional External		
Depreciation 4,432 = \$ 4,432		
Depreciated Value of Improvements = \$ 91,508	Depreciation - Economic Age/Life Method	
*As-is* Value of Site Improvements = \$ 17,100	Estimated remaining economic life = 62 years	
INDICATED VALUE BY COST APPROACH = \$ 208,608		

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	24066 Whip-o-Will Lane 14-47-25-B2-00200.0870	24625 Dietz Drive 15-47-25-B1-00200.2540	25356 Papillion Drive 22-47-25-B1-00200.6890	25105 Luci Drive 15-47-25-B3-00200.5660
Proximity to Subject		1.25 miles	1.51 miles	0.96 miles
Sales Price	\$ Not a Sale	\$ 185,000	\$ 205,000	\$ 202,000
Price/Gross Living Area		\$ 214.12 / Sq. Ft.	\$ 146.01 / Sq. Ft.	\$ 168.33 / Sq. Ft.
Data and/or Verification Source	Inspection Pub. Records	ORB 4423 PG 2486 MLS/FARES/Lee County	ORB 4330 PG 0844 MLS/FARES/Lee County	ORB 4297 PG 1319 MLS/FARES/Lee County
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing Concessions		Conventional \$100,000	Conventional \$184,500	Conventional \$160,000
Date of Sale/Time		09/09/04	06/10/04	05/17/04
Location	San Carlos Ests	San Carlos Ests	San Carlos Ests	San Carlos Ests
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	1.26 acres	1.25 acres	1.25 acres	1.25 acres
View	Residential	Residential	Residential	Residential
Design and Appeal	Elevated	Elevated	Elevated	Elevated
Quality of Construction	Frame/Average	Frame/Average	Frame/Average	Frame/Average
Age	Eff=3, A=4	Eff=9, A=15 +4,400	Eff=10, A=16 +5,100	Eff=12, A=15 +6,600
Condition	Average	Inferior +4,400	Inferior +5,100	Inferior +6,600
Above Grade	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Room Count	5 3 2	4 2 2	6 3 2	5 3 2
Gross Living Area	1,200 Sq. Ft.	864 Sq. Ft. +13,800	1,404 Sq. Ft. -8,400	1,200 Sq. Ft.
Basement & Finished Rooms Below Grade	None	None	1104sf LL Utility -6,600	360sf Fin. Utility -2,700
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Central	Central	Central	Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	3 Carport+	3 Carport+	2 Carport +3,000	2 Carport +3,000
Porch, Patio, Deck, Fireplace(s), etc.	260sf Balconies	192sf Cov.Porch	288sf Cov.Porch	600sf Scr.Porch -4,800
Fence, Pool, etc.	None	None	None	None
Other Features	None	None	None	Fenced -1,500
Net Adj. (total)		\$ 22,600	\$ 1,800	\$ 7,200
Adjusted Sales Price of Comparable	Net 12.2% Gross 12.2%	\$ 207,600	Net 0.9% Gross 13.6%	Net 3.6% Gross 12.5%
		\$ 207,600	\$ 203,200	\$ 209,200

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Sales over 1 mile distant are within San Carlos Estates on similar lots and are valid indications of value for the subject.

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 months per Lee County	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

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$ 208,000

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: The value reported herein is subject to replacement and repair of sub-floor insulation which appears damaged from recent storms. 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 September 26, 2004 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 208,000

APPRaiser: Phil Benning, Associate  
Signature: [Signature]  
Name: Phil Benning, Associate  
Date Report Signed: October 15, 2004  
State Certification #: 0001220 St. Cert. Res. REA State FL

SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA  
Signature: [Signature] Did  Did Not  
Name: J. Lee Norris, MAI, SRA Inspect Property  
Date Report Signed: October 15, 2004  
State Certification #: 0000843 St. Cert. Gen. REA State FL

**Supplemental Addendum**

File No. 04-07-15

File No. 04-07-15

Borrower/Client	WICBURG, Timothy J.		
Property Address	24066 Whip-o-Will Lane		
City	Bonita Springs	County	Lee
		State	FL
		Zip Code	34135-6738
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/Xplorer 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 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.

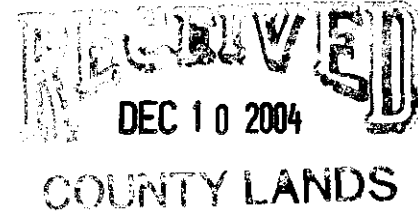
Sale #3 was similar in livable area, had less covered parking, included a 360sf finished utility area, a 600sf wrap around screened porch and a fenced yard.

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.

### Location Map

Borrower/Client WICBURG, Timothy J.			
Property Address 24066 Whip-o-Will Lane			
City Bonita Springs	County Lee	State FL	Zip Code 34135-6738
Lender Lee County - County Lands			





*City of  
Bonita Springs*

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

**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

December 9, 2004

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 314, Timothy James Wicburg

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-B2-00200.0870

Date: November 3, 2003

Parcel: 314

Project: Three Oaks Parkway South Extension,  
Project 4043

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant

STRAP: 14-47-25-B2-0200.0870

Effective Date: September 30, 2003, at 5:00 p.m.

**Subject Property:** Tract 87, San Carlos Estates, according to the plat thereof recorded in Official Record Book 557, Pages 354 and 355, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***Timothy James Wicburg, a single man***

By that certain instrument dated September 23, 1999, recorded October 1, 1999, in Official Record Book 3173, Page 1565, 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 a 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.

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 Timothy James Wicburg, a single man, in favor of Option One Mortgage Corporation, dated January 30, 2003, recorded February 19, 2003, in Official Record Book 3843, Page 3493, Public Records of Lee County, Florida.

**Tax Status: 2002 taxes paid in full; 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. 314

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**