

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

**Blue Sheet No. 20050334**

**1. ACTION REQUESTED/PURPOSE:**

Approve Purchase Agreement for acquisition of Parcel 101, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$100,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

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

**3. MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested.

**4. Departmental Category:** 6

*CLD*

**5. Meeting Date:** *03-29-2005*

**6. Agenda:**

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

**7. Requirement/Purpose: (specify)**

- Statute** 125
  - Ordinance**
  - Admin. Code**
  - Other**
- Resolution 05-01-10

**8. Request Initiated:**

**Commissioner** \_\_\_\_\_  
**Department** Independent  
**Division** County Lands  
**By:** *Kauf*  
 Karen L.W. Forsyth, Director

**9. Background:**

Negotiated for: Department of Transportation

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

Property Details

Owners: William A. Harrison, et al  
 Address: 11501 East Terry Street, Bonita Springs, 34135  
 STRAP No.: 25-47-25-B3-00004.3010

Purchase Details

Purchase Price: \$100,000 (Price is inclusive of moving expenses.)  
 Costs to Close: Approximately \$1,250 (The seller is responsible for attorney, appraiser, and real estate broker fees, if any.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.  
 Appraised Value: \$90,000

Staff Recommendation: Staff is of the opinion that the purchase price increase 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 and costs. Staff recommends the Board approve the Action Requested.

Account: 20404330709.506110

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

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

**10. Review for Scheduling:**

| Department Director | Purchasing or Contracts | Human Resources | Other              | County Attorney | Budget Services |                |                |                | County Manager/P.W. Director |
|---------------------|-------------------------|-----------------|--------------------|-----------------|-----------------|----------------|----------------|----------------|------------------------------|
| <i>H. Forsyth</i>   |                         |                 | <i>BAO 3/16/05</i> | <i>John</i>     | Analyst         | Risk           | Grants         | Mgr.           | <i>3-16-05</i>               |
|                     |                         |                 | <i>3/14/05</i>     |                 | <i>3-15-05</i>  | <i>3-16-05</i> | <i>3-16-05</i> | <i>3-15-05</i> |                              |

**11. Commission Action:**

- Approved**
- Deferred**
- Denied**
- Other**

Rec. by CoAtty  
 Date: *3/14/05*  
 Time: *8:00*  
 Forwarded To:  
*3/14/05 11am*

RECEIVED BY  
 COUNTY ADMIN: *CA*  
*3/14/05 mp.*  
*2:06pm.*  
 COUNTY ADMIN  
 FORWARDED TO: *PR*  
*3/16/05*  
*1/20*

This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway South Extension/4043  
Parcel: 101/Harrison  
STRAP No.: 25-47-25-B3-00004.3010

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 6th day of FEB., 2005 by and between William A. Harrison, Robert E. Harrison, each to an undivided 1/3 interest and the heirs per stirpes of Janet Ruth Lambert, a/k/a Janet Ruth Nichols (the heirs being Linda Ruth Tennis, Kathy Joan Wood, Jeffrey David Lambert and Kandy Lambert) an undivided 1/3 interest, all as tenants in common, hereinafter referred to as SELLER, whose address is c/o William A. Harrison, Rural Route 3, Box 88, Albion, Illinois 62806, 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 .24 acres more or less, and located at 11501 East Terry Street, Bonita Springs, Florida 34135 and more particularly described as The North 70 feet of the South 317 feet of the West half (W 1/2) of the West half (W 1/2) of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4) of Section 25, Township 47 South, Range 25 East, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway South Extension Project No. 4043, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Thousand and no/100 (\$100,000.00), 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, a quitclaim deed (as to the life estate of Ruth Harrison), 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 fees, if any.

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

- (a) Recording fee for deed;
- (c) documentary stamps on deed(s);
- (b) survey, (if desired by BUYER).

**7. TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

**8. DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

**9. SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

**10. ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

**11. ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

**12. TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the

event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

**13. DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before May 17, 2005. 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:** BUYER and SELLER hereby covenant that the Purchase Price recited herein, includes payment for moving expenses, the manufactured home, additions, improvements, detached shed/garage, 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, floor covering, and landscaping, 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.

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 any asbestos containing materials are present in/on the Property subsequent to closing and the County taking possession of the Property.

SELLER hereby agrees that this Agreement is contingent upon the BUYER obtaining a satisfactory appraisal of the Property.

Any additional special conditions will be attached to this Agreement and signed by all parties to this Agreement.

19. EXECUTION IN COUNTERPART: This agreement may be executed in counterpart originals.

WITNESSES:

Cory Hoffman  
[Signature]

SELLER:

William A. Harrison

William A. Harrison 2/6/2005  
(DATE)

WITNESSES:

Cory Hoffman  
Cory Hoffman

SELLER:

Robert E. Harrison

Robert E Harrison 2/6/2005  
(DATE)

WITNESSES:

Linda Parker  
Richard W. Marshall

SELLER:

Linda Ruth Tennis

Linda Ruth Tennis 2-6-05  
(DATE)

WITNESSES:

Linda Parker  
Richard W. Marshall

SELLER:

Kathy Joann Wood

Kathy Joann Wood 2-6-05  
(DATE)

WITNESSES:

Linda Parker  
Richard W. Marshall

SELLER:

Jeffrey David Lambert

Jeffrey David Lambert 2-6-05  
(DATE)

WITNESSES:

Linda Parker  
Richard W. Marshall

SELLER:

Kandy Lambert

BY: Ruth Anne Jones 2-6-05  
(DATE)

Ruth Anne Jones guardian  
(Print Name and Title)

WABASH Co, IL CIRCUIT COURT #03-P-5  
(Identify document authorizing signatory on behalf of Kandy Lambert, and attach a copy of authorization)



CHARLIE GREEN, CLERK

BUYER:  
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 05-16-03

Property Description

Property Address 11501 E. Terry Street City Bonita Springs State FL Zip Code 34135-6122
Legal Description N.70 FT of S.317 FT of W1/2 of W1/2 of SW1/4 of SE1/4 - See Attached County Lee Parcel 101\*\*
Assessor's Parcel No. 25-47-25-B3-00004.3010 Tax Year 2004 R.E. Taxes \$ 745.49 Special Assessments \$ \$197/Yr
Borrower HARRISON, William A.+Robert E. et al Current Owner William A.+Robert E.Harrison et al Occupant: [X] Owner [ ] Tenant [ ] Vacant
Property rights appraised [X] Fee Simple [ ] Leasehold Project Type [ ] PUD [ ] Condominium (HUD/A only) HOA \$ N/A /Mo.
Neighborhood or Project Name County Unrec. Map Reference 25-47-25 Census Tract 0504.00
Sale Price \$ Not a Sale Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A
Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
Appraiser Phil Benning, Associate Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901

Location [ ] Urban [X] Suburban [ ] Rural
Built up [ ] Over 75% [X] 25-75% [ ] Under 25%
Growth rate [ ] Rapid [X] Stable [ ] Slow
Property values [X] Increasing [ ] Stable [ ] Declining
Demand/supply [ ] Shortage [X] In balance [ ] Over supply
Marketing time [ ] Under 3 mos. [X] 3-6 mos. [ ] Over 6 mos.
Predominant occupancy [X] Owner [ ] Tenant [ ] Vacant (0-5%) [ ] Vac. (over 6%)
Single family housing PRICE \$ (000) AGE (yrs) Present land use %
35 Low New 100
100+ High 28 Multi-family
Predominant Commercial
40-80+ 15-20 Vacant 0
Land use change [X] Not likely [ ] Likely [ ] In process
\*\*Three Oaks Parkway Extension Project

Note: Race and the racial composition of the neighborhood are not appraisal factors.
Neighborhood boundaries and characteristics: Bordered by South Carolina Drive (N), I-75 (E), US Business 41 (W), Lee County line (S). Maturely developed with predominately single family and manufactured homes.
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
There were no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of average-good quality homes that are adequately maintained and that have average-good appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Stable to increasing employment and property values are prevalent.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Supply & demand are in balance, with typical marketing time 4-6 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.

Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? [ ] Yes [ ] No N/A
Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A
Describe common elements and recreational facilities: N/A

Dimensions 65' x 170'
Site area 11,050 S.F. or .26 acre Corner Lot [ ] Yes [X] No
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)
Utilities Public [ ] Other [ ]
Electricity [X]
Gas [ ]
Water [ ] Well on Site [ ]
Sanitary sewer [ ] Septic System [ ]
Storm sewer [ ]
Off-site improvements Type Public Private
Street Asphalt paved [X] [ ]
Curb/gutter None [ ] [ ]
Sidewalk None [ ] [ ]
Street lights Pole lights [X] [ ]
Alley None [ ] [ ]
Topography Level
Size Larger than Typical
Shape Rectangular
Drainage Appears Adequate
View Residential
Landscaping Typical + Citrus
Driveway Surface Marl
Apparent easements Standard Utility+road E.25'
FEMA Special Flood Hazard Area [ ] Yes [X] No
FEMA Zone X500 Map Date 7/20/1998
FEMA Map No. 1251240510D

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 larger than typical site. Site improvements: Fill/prep/sod/landscaping \$3,500, impact fee \$3,200, well/septic \$6,000. The 25' unpaved road easement east (driveway) appears on some maps as Kiwi Drive.

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, HEATING, KITCHEN EQUIP., ATTIC, AMENITIES, CAR STORAGE. Rows include Floors, Walls, Trim/Finish, Bath Floor, Bath Wainscot, Doors, All in MOL average condition.

Additional features (special energy efficient items, etc.): Flat ceilings, carpet and vinyl flooring, mica counters/cabinets, window treatments, and a 16x24 CBS/shingle roof detached garage with 1 car overhead garage door.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external obsolescence was noted. The improvements are of average quality, and have been maintained in somewhat above average condition relative to actual age. Due to the subject's average manufactured home quality, physical depreciation is based on a total economic life of 35 years.
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property.: None adverse were noted.

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

Table with columns for Valuation Section and COST APPROACH. Rows include: ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, Dwelling, Garage/Carport, Total Estimated Cost New, Less Physical/Functional/External, Depreciation, Depreciated Value of Improvements, 'As-is' Value of Site Improvements, and INDICATED VALUE BY COST APPROACH.

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals retained in the appraiser's office files.

Depreciation - Economic Age/Life Method  
Estimated remaining economic life = 21 years.

Table with columns for SALES COMPARISON ANALYSIS and rows for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Rows include: Address, Proximity to Subject, Sales Price, Price/Gross Living Area, Data and/or Verification Source, VALUE ADJUSTMENTS, Sales or Financing Concessions, Date of Sale/Time, Location, Leasehold/Fee Simple, Site, View, Design and Appeal, Quality of Construction, Age, Condition, Above Grade Room Count, Gross Living Area, Basement & Finished Rooms Below Grade, Functional Utility, Heating/Cooling, Energy Efficient Items, Garage/Carport, Porch, Patio, Deck, Fireplace(s), etc., Fence, Pool, etc., Other Features, Net Adj. (total), Adjusted Sales Price of Comparable.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Adjustments exceeded recommended parameters in some instances due primarily to the differences in livable and site areas. However, the adjustments appear to be market supported and do not adversely affect the final value estimate. Due to the limited number of recent sales of adequately priced manufactured homes in the immediate area, Sale #3 recorded over 6 months prior to the appraisal date was necessarily utilized.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Rows include: Data, Price and Date, Source, for prior sales within year of appraisal.

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 \$ 90,000  
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

This appraisal is made [X] "as is" [ ] subject to the repairs, alterations, inspections or conditions listed below [ ] subject to completion per plans & specifications.  
Conditions of Appraisal: No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached Special Limiting Conditions.

Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. Insufficient market data is available for a reliable GRM.

Table with columns for RECONCILIATION and rows for: 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 February 19, 2005 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 90,000. APPRAISER: Phil Benning, Associate. SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA. Date Report Signed February 25, 2005. State Certification # 0001220 St. Cert. Res. REA State FL. Or State License # State.

# Supplemental Addendum

File No. 05-16-03

File No. 05-16-03

|                  |                                      |        |     |          |                |
|------------------|--------------------------------------|--------|-----|----------|----------------|
| Borrower/Client  | HARRISON, William A.+Robert E. et al |        |     |          |                |
| Property Address | 11501 E.Terry Street                 |        |     |          |                |
| City             | Bonita Springs                       | County | Lee | Parcel # | 101** State FL |
| Lender           | Lee County - County Lands            |        |     |          |                |
|                  |                                      |        |     | Zip Code | 34135-6122     |

## 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, Sunshine 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 just 1 mile east of old US 41 and north of East Terry Street in east central Bonita Springs. The location has good proximity to area support activities in Bonita Springs.

## COMMENTS ON THE SITE

The subject site is approximately .26 acre zoned AG-2, and is centrally located just north of East Terry Street. There are no central water utilities on site and no paved driveway.

## COMMENTS ON THE LAND VALUE ESTIMATE

Since the area is maturely developed, there are limited recent land sales with **AG-2 zoning** in support of the site value estimate. Included for reference are the following land sales of larger sites **zoned AG-2**:

Parcel# 01-48-25-B1-00100.0590, .70 acre, sold in 04/04 for \$59,000 per OR 4198/4553 or \$84,300/acre  
Parcel# 23-47-25-B3-00200.0300, 1.10 acre, sold in 04/04 for \$55,000 per OR 4276/3933 or \$50,000/acre  
Parcel# 36-47-25-B1-00006.0080, .18 acre, sold in 09/04 for \$45,000 per OR 4449/3367 or \$250,000/acre

Also included for reference are the following land sales **zoned TFC-2**:

Parcel# 36-47-25-B3-01200.1470, 6,600sf, sold in 12/04 for \$45,900 per OR 4527/2397 or \$6.96/sf  
Parcel# 36-47-25-B3-01200.2020, 11,398sf, sold in 11/04 for \$50,000 per OR 4487/4503 or \$4.39/sf  
Parcel# 35-47-25-B2-00317.0010, 13,500sf, sold in 05/04 for \$35,000 per OR 4284/4388 or \$4.67/sf  
Parcel# 35-47-25-B4-00224.0110, 7,000sf, sold in 04/04 for \$38,000 per OR 4247/2379 or \$5.43/sf

## COMMENTS ON THE SUBJECT

The subject is a singlewide manufactured home with no central air and no central water.

## COMMENTS ON THE SALES

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

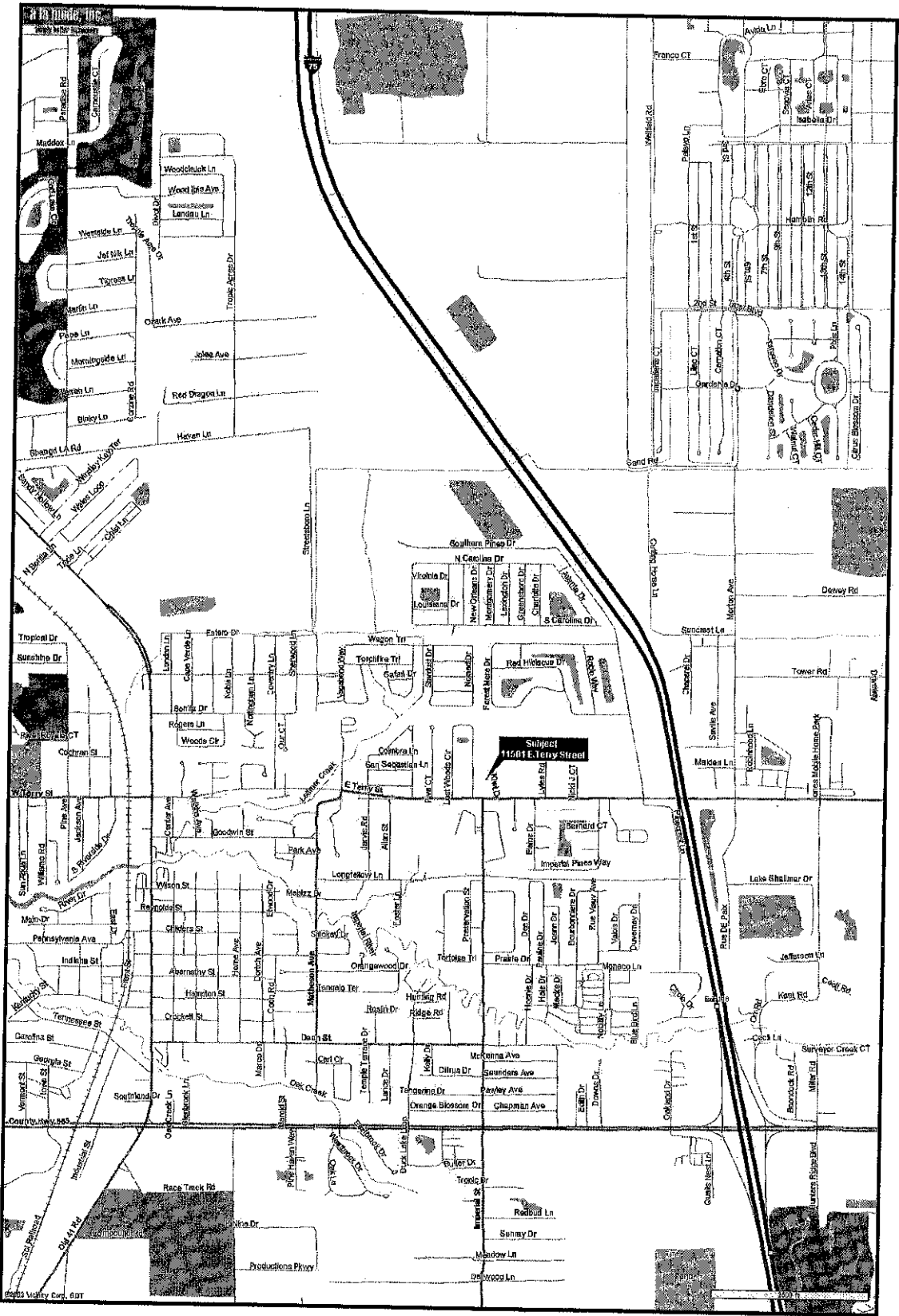
All sales lacked a 2nd bath and were on smaller lots. All had smaller less appealing 1 carports relative to the subject's 384sf detached garage.

Sales #1 and #2 included fencing. All sales had MH utility rooms, covered, screened or enclosed porches. And all had more appealing central HVAC systems and central water.

After adjustments, sales indicate a range of value of \$87,800 to \$93,500. Greatest emphasis is placed on Sales #1 and #2 which are the most recent. Sale #3 is supportive.

### Location Map

|  |            |                     |          |
|--|------------|---------------------|----------|
| Borrower/Client HARRISON, William A.+Robert E. et al |            |                     |          |
| Property Address 11501 E.Terry Street                |            |                     |          |
| City Bonita Springs                                  | County Lee | Parcel 101*         | State FL |
| Lender Lee County - County Lands                     |            | Zip Code 34135-6122 |          |





RECEIVED  
MAR 09 2005  
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

March 8, 2005

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

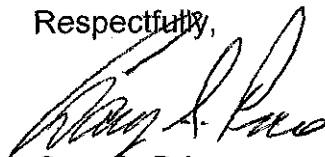
RE: Purchase Agreement – Three Oaks Parkway Extension  
Project No. 4043  
Parcel 101, Harrison

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. 25-47-25-B3-00004.3010

Date: January 5, 2005

Parcel: 101

Project: Three Oaks South Extension (East Terry Street to N. Leitner Creek) Project No. 4043

To: J. Keith Gomez  
Property Acquisition Agent

From: Kenneth Pitt   
Real Estate Title Examiner

STRAP: 25-47-25-B3-00004.3010

Effective Date: November 24, 2004, at 5:00 p.m.

**Subject Property:** The North 70 feet of the South 317 feet of the West half (W 1/2) of the West half (W 1/2) of the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) of the SE 1/4, Section 25, Township 47 South, Range 25 East, subject to road easement along the East 25 feet.

Title to the subject property is vested in the following:

**William A. Harrison, Robert E. Harrison, each an undivided 1/3 interest and the heirs per stirpes of Janet Ruth Lambert, A/K/A Janet R. Nichols (the heirs being Linda Ruth Tennis, Kathy Joann Wood, Jeffery David Lambert and Kandy Lambert) an undivided 1/3 interest, all as tenants in common.**

By that certain instrument dated May 10, 2004, recorded May 10, 2004, in Official Record Book 4288, Page 701, Public Records of Lee County, Florida.

**Easements:**

1. Subject to an access easement 50 feet in width, lying 25 feet on each side of centerline, which centerline runs north and south and bisects the west half of the southwest quarter of the southwest quarter of the southeast quarter of Section 25, Township 47 South, Range 25 East. Said easement affects the easterly 25 feet of the subject property.

NOTE (1): Subject property is not encumbered by a mortgage.

NOTE (2): Subject to a Life estate reserved by Ruth Harrison in a Deed recorded in Official Record Book 1985, Page 2058, Public Records of Lee County, Florida.

NOTE (3): Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

**Division of County Lands**

**Ownership and Easement Search**

Search No. 25-47-25-B3-00004.3010

Date: January 5, 2005

Parcel: 101

Project: Three Oaks South Extension (East  
Terry Street to N. Leitner Creek) Project No.  
4043

**Tax Status:** \$701.50 paid on 11-30-04 for Tax Year 2004.

*(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.**



## **THIS PAGE IS NOT AVAILABLE FOR VIEWING**

Prior to the implementation of a Florida Law which requires that images of County Official Records be published on the Internet by 2006, measures were developed to protect the most sensitive type of information. Also, on or after October 1, 2002, any person preparing or filing a document for recording in the Official Record may not include a social security number in such document unless required by law.

Florida Statute 119.07 provides that images of the following types of documents may not be placed on a "publicly available Internet website".

Military Discharge

Death Certificates

Court files, records of paper relating to matters or cases governed by:

- The Florida Rules of Family Law
- The Florida Rules of Juvenile Procedure
- The Florida Rules of Probate

Document types identified above which have been recorded in the county Official Records prior to the effective date of Florida Statute 119.07 will continue to be displayed on the Internet website unless a written request for removal has been presented to the Clerk.

**Any "affected person" may request that the Clerk of Court remove an image of one of the above-listed documents from a "publicly available Internet website". This request must be in writing and may be delivered in person, by mail, electronically, or by facsimile. The request must specify the "identification" page number of the document to be removed. Forms are available in our office, upon request, to assist you.**

No fee is charged for this service.

Florida law requires that images and copies of the above listed documents remain on file and available to the public upon request in the office of the Clerk.

# 5-Year Sales History

Parcel No. 101

Three Oaks Parkway South Extension  
Project No. 4043

| Grantor       | Grantee                       | Price | Date     | Arms Length<br>Y/N |
|---------------|-------------------------------|-------|----------|--------------------|
| Ruth Harrison | William A. Harrison, et<br>al | \$100 | 05/10/04 | N                  |