Lee County Board of County Commissioners Agenda Item Summary

Blue Sheet No. 200 30391

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 136, for the Veronica S. Shoemaker Boulevard (formerly Palmetto Avenue) Extension Project No. 4073, pursuant to the terms and conditions set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement; authorize payment of necessary costs to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The voluntary acquisition of property thus avoiding the Board's need to exercise its power of Eminent Domain.

power of Entitle R Domani.										
2. DEPARTMENTAL CATEGORY: 06 CLA 3. NEETING DATE:										
4. AGENDA:		5. REQUIRE	MENT/PURPO	DSE:		6. REQUESTOR OF INFORMATION				
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ADMINIS	TRATIVE	X STATU				A. B. DEPARTMENT		Independent		
PUBLIC	ADMIN.	ADMIN. C.			C. DIVISION County Lands CV 3-31-03				03	
WALK OF		OTHER				BY Karen L. W. Forsyth, Director			fat	
TIME REQUIRED:										
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property for th	e Veronica S. SI	noemaker Bi	va. (iorme	ny Paimeti	o Avenue	e) Extens	sion Projec	SEINO. 407	J.	
This acquisiti	on consists of v	acant propo	rty further	· identified	ac part	of the N	lorth 14 of	iot 6 H	aneon'e Highl	hae
	PB 1-57 (STRAP									
	Professional Res									
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	orney fees, if an			-	., • .,					
·		•								
The property	was appraised o	n December	11, 2002	by Woody	vard S. H	anson, N	MAI, CCIM	, CRE ind	licating a value	e of
\$34,200.00. T	he salient apprai	sal data is at	tached for	reference.	Staff is o	f the opir	nion that th	e purchas	e price increas	e of
\$4,500 above	the appraised v	alue can be	justified co	onsidering	the costs	associa	ated with o	ondemna	tion proceedin	ıgs,
potential land	value increases	and attorney	/s fees.							
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Funds are ava	allable in City of I	Fort Myers A	.ccount # 3	10-4315-5	41-6100					1
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ATTACHMEN	TS: Purchase ar	nd Sale Agre	ement, In	House I Iti	e Search	, Apprais	sai Salient	Data, Sai	es History	
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		9	. RECOM	MENDED	APPROV	<u>'AL</u> :				
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Department	Purchasing or	Human	Other	County		, Budget	Services/		County Manag	ger
Director	Contracts	Resources	120100	Attorney		411 A	M 4/4/	ر حر	~~	
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10. COMMISSION ACTION:										
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DEFERRED Rec. by Coatty RECEIVED BY COUNTY ADMIN. COUNTY ADMIN.										
OTHER Date: 4/1/05										
Time: 2. Xivo										
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S:\POOL\PalmettoExt\BS\Parcel 136 Approve Purchase.dbc.msm 3/31/08 / 43										

Agreement for Purchase and Sale of Real Estate Page 1 of 5

This document prepared by Lee County Division of County Lands Project: Palmetto Extension Project

Parcel: 136 and 136DE

STRAP No.: 19-44-25-06-00006.0010

BOARD OF COUNTY COMMISSIONERS LEE COUNTY AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this day of and Professional Research, Inc. a Florida Corporation; hereinafter referred to as SELLER, whose address is 1050 Longboat Key Club Rd., Ste. 601, Longboat Key, FL 34228, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

- agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of **0.52 acres** more or less and a drainage easement consisting of **200 square feet** more or less, and located at Fort Myers, FL and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Palmetto Extension, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be **Thirty six thousand two hundred and no/100 dollars (\$36,200.00)** payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

- 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 \$36,200.00, 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 fees, if any.
- 6. BUYER'S INSTRUMENTS AND EXPENSES: BUYER will pay for:
 - (a) Recording fee for deed;
 - (b) survey, (if desired by BUYER).
- 7. **TAXES**: SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

- 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 such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/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 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 60 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.

Agreement for Purchase and Sale of Real Estate Page 5 of 5

- 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:	SELLER:
Lu Haben 17 Marian	Albert James Miller, Trustee (DATE) Albert James Miller III Trust UTD December 1, 1999
Dilvia Rodriguez	Professional Research, Inc., a Florida Corporation Patrick O'Sullivan, President
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)



Exhibit "A"

Page ____of ___

January 15, 2003

DESCRIPTION

PARCEL IN SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

(REVISED) PARCEL NO. 136

PARENT STRAP NO. 19-44-25-06-00006.0010

A tract or parcel of land located in Lot 6, W. Stanley Hanson's Highland Subdivision as recorded in Plat Book 1 at Page 57 of the Public Records of Lee County, Florida lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of the Northeast Quarter (NE-1/4) of said section run N 00° 05' 25" W along the east line of said section for 812.08 feet to the southeast corner of the North Half (N-1/2) of said Lot 6 and the Point of Beginning.

From said Point of Beginning run S 88° 56' 01" W along the south line of said North Half (N-1/2) of Lot 6 for 139.78 feet; thence run N 00° 32' 04" W for 162.48 feet to an intersection with the north line of said Lot 6; thence run N 88° 58' 04" E along said north line for 141.03 feet to the northeast corner of said Lot 6; thence run S 00° 05' 25" E along said fraction line and along the east line of said Lot 6 for 162.42 feet to the Point of Beginning.

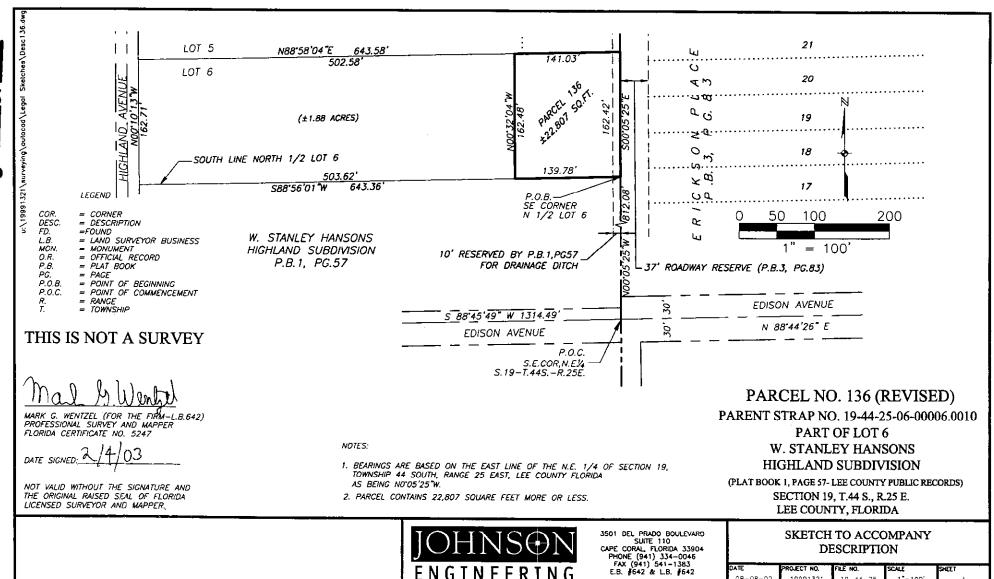
Parcel contains 22,807 square feet, more or less.

Bearings hereinabove are based on the east line of the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East to bear N 00° 05' 25" W.

Mark G. Wentzel (For The Fign LB-642)

Professional Land Surveyor Florida Certificate No. 5247

19991321\Parcel No. 136 - 011503



ROJECT NO.

19991321

19-44-25

1 = 100

08-08-02



Exhibit "A"

Page 3 of 4

January 15, 2003

DESCRIPTION

Parce | 136 DE DRAINAGE EASEMENT PART OF LOT 6

W. STANLEY HANSONS HIGHLAND SUBDIVISION SECTION 19,TOWNSHIP 44 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

A tract or parcel of land being part of Lot 6 as shown on the plat of W. Stanley Hansons Highland Subdivision recorded in Plat Book 1 at Page 57 of the Public Records of Lee County, Florida and lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida described as follows:

From the northeast corner of said Lot 6 run South 88° 58' 04" West along the north line of said Lot for 141.03 feet; thence run South 00° 32' 04" East along said east line for 80.62 feet to the Point of Beginning.

From said Point of Beginning continue South 00° 32' 04" East for 20.00 feet; thence run South 89° 01' 36" West for 10.00 feet; thence run North 00° 32' 04" West for 20.00 feet; thence run North 89° 01' 36" East for 10.00 feet to the Point of Beginning.

Parcel Contains 200 square feet, more or less.

Bearings hereinabove mentioned are based on the east line of the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East to bear North 00° 05′ 25″ West.

Mark G. Wentzel (For The Firm LB-642)

Professional Land Surveyor Florida Certificate No. 5247

19991321/DE Parcel 136 011503

•					
ı			_	L7 \$88°58'04"W	
ı		LINE TABLE	<u>-</u>	141.03'	
ł	LINE	LENGTH	BEARING	NORTH LINE OF LOT 6 POC DESC (1 C) 20	
ı	L1	162.48	\$00°32'04°E	P.O.B. DESC. CONSTRUCTION/SLOPE L2 NE COR. LOT 6 A M	
Į	L2	80.62	S00'32'04"E	ENSONOM LS	
ı	L3	20.00	500'32'04"E	PARCEL 130 19	
ı	L4	10.00	S88'56'01"W		
ı	L5	162.49	N00'32'04"W	(P.B. 3624/ PG. 172) DRAINAGE EASEMENT LB DRAINAGE	
ı	L6	20.00	N00'32'04"W	[- 나를	
1	L7	10.00	N88'58'04"E	10' CONSTRUCTION/SLOPE EASEMENT - U.S. O. 25 50	100
1	<u>L</u> 8	10.00	S89 01'36"W		5
ı	<u> 19</u>	10.00	N89'01'36 " E	L4 S88'56'01"W	
ı				SOUTH LINE OF THE N 1/2 LOT 6	
				5 1/2 101 5	
Ì				· !_ @	;
					
	LE	EGEND		W. STANLEY HANSONS 10' RESERVED BY P.B.1,PG57	
1	COR -	CORNER		THOU AND CURRINGS	
ı	DESC. =	DESCRIPTION		P.B.1, PG.57 FOR DRAINAGE DITCH P.B.1, PG.57 FOR DRAINAGE DITCH P.B.1, PG.57	i
		FOUND LAND SURVEYOR I	DUCINECE	<u> </u>	
	MON. =	MONUMENT	DUŞINESS	S 88"45"49" W EDISON AVENUE	
	O.R. =	OFFICIAL RECORD PLAT BOOK		EDISON AVENUE N 88'44'26" E	
	PG. =	PAGE			
·I	P.O.B. = P.O.C. =	POINT OF BEGINNE POINT OF COMMEN	ING	/	
1	R. =	RANGE	TOLMEN	S.E.COR.N.E½ /	
1	т. =	TOWNSHIP		S.19-T.44SR.25E.	
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ŀ	MARK G. WENTZEL (FOR THE FIRM-L.B.642) PROFESSIONAL SURVEY AND MAPPER		FIRM-L.B.642)	1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND	
ı	FLORIDA CER	AL SURVEY AND M RTIFICATE NO. 524	APPER 7	RIGHTS OF WAY OF RECORD. PART OF LOT 6	Ì
1		141	· -		
	DATE SIGNED: 2/4/03		3	2. BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA W. STANLEY HANSONS HIGHLAND SUBDIVISION	ļ
ı				AS BEING NO'05'25'W. (PLAT BOOK 1, PAGE 57, LEE COUNTY RECORDS)	ł
ı	NOT VALID W	VITHOUT THE SIGNA	ATURE AND	3. DRAINAGE EASEMENT CONTAINS 200 SQUARE FEET, MORE OR LESS. SECTION 19, TOWNSHIP 44 S., RANGE 25 E.	
	THE ORIGINAL	L RAISED SEAL OF	FI ORIDA	CONSTRUCTION/SLOPE EASEMENT CONTAINS 1,625 SQUARE FEET, MORE OR LESS. LEE COUNTY, FLORIDA	1
L	LICENSED SU	URVEYOR AND MAP	PER.	Passal 131 DF	ł

Parcel 136DE



3501 DEL PRADO SOULEVARD SUITE 110 CAPE CORAL, FLORIDA 33904 PHONE (941) 334-2046 FAX (941) 541-1383 EB. §642 & LB. §642

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

	PROJECT NO.	FILE NO. 19-44-25	SCALE	SHEET			
0. 00 00	13331321	19-44-25	1"=100"	,			

Division of County Lands

2nd Updated In House Title Search

Search No. 21884/D Date: January 27, 2003

Parcel: 136

Project: Palmetto Avenue Extension Project 4073

To:

Michele S. McNeill, SR/WA

Property Acquisition Agent

From:

Shelia A. Bedwell, CLS

Melia a Bedwell Property Acquisition Assistant

STRAP: 19-44-25-06-00006.0010

An update has been requested of In House Title Search No. 21884/D which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through July 6, 2002, at 5:00 p.m.

Subject Property: The North one half (N1/2) of Lot 6 of W. Stanley Hanson's Highland Subdivision according to the plat thereof on file and recorded in Plat Book 1, Page 57, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

The Albert James Miller III Trust dated 12/1/99 and Professional Research, Inc., a Florida corporation

by that certain instrument dated April 16, 2002, recorded April 16, 2002, in Official Record Book 3624, Page 172, Public Records of Lee County, Florida.

Subject to:

Title to oil, gas and mineral rights and leases on subject property is specifically omitted from 1. this report.

NOTE: The Plat of W. Stanley Hanson's High Land Subdivision recorded in Plat Book 1, Page 57, Public Records of Lee County, Florida has language describing a 10 foot drainage ditch with a fall of 9 ft. per mile. The language also states that the ditch is used for subsoil irrigation. The drainage ditch appears to abut the East line of subject property.

NOTE: Instrument recorded in Official Record Book 3624, Page 172, Public Records of Lee County, Florida, does not reflect a trustee of the trust, nor does it contain trust powers. These matters must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Tax status: Taxes for the year 2002 have been paid in full.

(The end user of this report is responsible for verifying tax and/or assessment information.)

Division of County Lands

2nd Updated In House Title Search

Search No. 21884/D Date: January 27, 2003

Parcel: 136

Project: Palmetto Avenue Extension Project 4073

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.

EXECUTIVE SUMMARY

PROJECT NAME: Palmetto Avenue Extension PARCEL NUMBER: 136

OWNER OF RECORD: Albert James Miller, III, Trustee

STRAP NUMBER: 19-44-25-06-00006.0010

LOCATION: East side of Highlands Avenue 326 ± feet south of Thomas Street

LAND AREA: 2.401 acres

IMPROVEMENTS: None

ZONING/LAND USE: C-2 (Commercial) / Central Urban

HIGHEST AND BEST USE: Potential industrial development.

ESTIMATE OF VALUE – COST APPROACH: N/A

ESTIMATE OF VALUE - MARKET APPROACH: \$156,900

ESTIMATE OF VALUE – INCOME APPROACH: N/A

FINAL VALUE ESTIMATE: \$156,900

PER UNIT VALUE: \$1.50 per square foot

INTEREST APPRAISED: Fee Simple

DATE OF VALUATION: December 11, 2002

APPRAISERS: Woodward S. Hanson, MAI, CRE, CCIM and Kenneth F. Swartz

SPECIAL ASSUMPTIONS: None

COMMENTS: Value of Part Taken:

Land Taken: \$34,200Improvements Taken: _-0-

Sub Total (Part Taken): \$34,200

Net Cost to Cure: -0-

AMOUNT DUE OWNER \$34,200

5-Year Sales History Parcel No. 136

Palmetto Extension Project, No. 4073

Grantor	Grantee	Price	Date	Arms Length Y/N
Clerk of the Circuit Court, Lee County, Florida	Albert James Miller III Trust dated 12/1/99 and Professional Research, Inc.	\$6,490.50	4/16/02	N (Tax Deed)

NOTE: Sale(s) relate to "parent tract" of the subject parcel.

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