Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 20050574

- 1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make binding offer to property owner in the amount of \$534,000 for Parcel 107, Church Road Widening Project No. 0919 (Hendry County), pursuant to the Purchase Agreement, and authorize the Division of County Lands to handle and accept all documentation necessary to complete transaction.
- 2. WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner.
- 3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested

4. Departmental Category:	C_{1}	6B		5. Meeting Date:	0531-2005
6. Agenda:	7. Requ	uirement/Purpose	: (specify)	8. Request Initiate	
X Consent	X	Statute	73 & 125	Commissioner	
Administrative		Ordinance		Department	Independent
Appeals		Admin. Code		Division	County Lands ASSA
Public	X	Other	Resolution	By: Karen I	L.W. Forsyth, Director
Walk-On		_ Blue Sh	of Necessity neet 20010245		1817

9. Background:

Negotiated for: Solid Waste Department

Interest to Acquire: Fee

Property Details:

Owner: Felda Ridge Grove Partnership, a Florida General Partnership

Address: 2105 Church Road, Felda, Florida (Hendry County)

STRAP No.: 1-24-45-28-A00-0001.0000

Purchase Details:

Purchase Price: \$534,000 Costs to Close: \$10,000

Appraisal Information:

Company: Hanson Real Estate Advisors, Inc.

Appraised Value: \$493,700

Staff Recommendation: Staff is of the opinion that the purchase prices increase of \$40,300 (8•1%) above the appraised value, can be justified considering the costs associated with condemnation proceedings, cure items value/cost estimates, estimated between \$40,000 and \$60,000. Staff recommends the Board approve the action requested.

Account: 200919-40102.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Data, Location Map

10. Review	for Schedul	ing:							
Departmen t Director	Purchasin g or Contracts	Human Resource s	Other	County Attorney		Budget Services		Manag	unty er/P.W. ector
11. Comn	nission Actio _Approved _Deferred _Denied Other	n:	STIPOS	·	Analyst by Coalty fille/try	Risk Grants	RECEIVED BY COUNTY ADMI	N ₁	19-65
				Forwa	rded To:		TORWARDED !		
S:\POOL\CHUF	RCHRD\BS\107.c	loc/ PRE May 9	9, 2005	54.7	10	`\	28		

This document prepared by Lee County County Lands Division Project: Church Road Extension, Project No. 0919 STRAP Nos.: 1-24-45-28-A00-0001.0000

Parcel No. 107

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, 2001 by and between Felda Ridge Groves
Partnership, a Florida General Partnership, hereinafter referred to as
SELLER, whose address is Post Office Box 979, Oakland, Florida, 34760-
1416, 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 4.99± acres more or less, and located in Hendry County, Florida, and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Church Road Extension Project, 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 Five Hundred Thirty Eight Thousand and no/100 Dollars (\$534,000.00), 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. The Purchase Price is inclusive of costs to cure and improvements.

- 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\$534,000, 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).

Agreement for Purchase and Sale of Real Estate Page 3 of 6

- 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. Title shall be delivered to the BUYER free and clear of any and all liens, encumbrances and/or leases currently existing on 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.

Agreement for Purchase and Sale of Real Estate Page 4 of 6

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 S:\POOL\CHURCHRD\PA\Felda Ridge Groves.wpd-pre May 9, 2005

Agreement for Purchase and Sale of Real Estate Page 5 of 6

- 90 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 free of all encumbrances and any leases that may be outstanding on the property.
- 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. **FENCING**: Fencing is not included within the purchase price. Any fencing that is removed will be replaced as part of the roadway construction contract.
- 19. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

Agreement for Purchase and Sa Page 6 of 6	le of Real Estate
WITNESSES:	SELLER: Felda Ridge Groves Partnership a Florida General Partnership
	By:
	(Date)
	(Please print or type name) Its General Partner
	BUYER:
CHARLIE GREEN, CLERK	LEE COUNTY, FLORIDA, BY ITS
	BOARD OF COUNTY COMMISSIONERS
BY:	BY:
DEPUTY CLERK (DATE)	CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	COUNTY ATTORNEY (DATE)

Exhibit "A"

Page / of 2

SECTION 24, TOWNSHIP 45 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA

PARCEL 107

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 45 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 42 FEET OF SAID SECTION 24, LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 497, PAGE 1397, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

SAID LANDS CONTAINING 4.99 ACRES MORE OR LESS.

PREPARED BY: AIM ENGINEERING & SURVEYING, INC.

THIS IS NOT A SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AIM Engineering & Surveying, Inc. J.R. BRANDENBURG REGISTERED LAND SURVEYOR FLORIDA CERTIFICATE NO. 2995 LEGAL DESCRIPTION AND SKETC

LEGAL DESCRIPTION AND SKETCH: SHEET 2 OF 2
PARCEL 107

5300 LEE BLVD. P.O. BOX 1235 LEHIGH ACRES FLORIDA 33970 941/332-4569 FX:941/332-8734

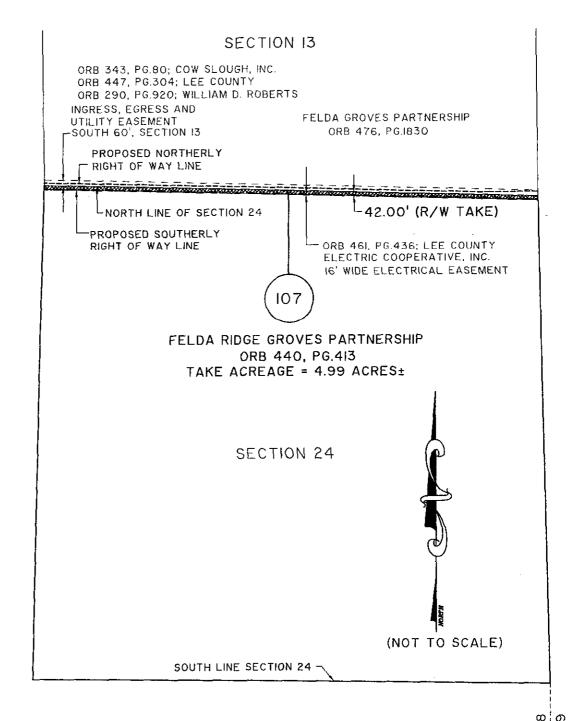
PROJECT NUMBER: 98-7276	DESCRIPTION:	RIGHT C		RCEL 1 TAKE-	O7 CHURCH RO	AD	
DRAWN BY: JDY	CLIENT:	LEE COUNT	Y DEPAR	RTMENT	OF SOLID	WASTE	
0ATE: 9/02/98	SEC-TWP-RGE SEC-24	T45S-R28E				COUNTY:	HENDRY

SEE SHEET 1

Exhibit "A"

Page 2 of 2

SECTION 24, TOWNSHIP 45 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA



LEGEND:

R/W = RIGHT OF WAY

ORB = OFFICIAL RECORD BOOK

PG. = PAGE

THIS IS NOT A SURVEY

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AIM Engineering & Surveying, Inc.

PREPARED BY: AIM ENGINEERING & SURVEYING, INC.



LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 2



5300 LEE BLVD. P.O. BOX 1235 LEHIGH ACRES FLORIDA 33970 941/332-4569 FX:941/332-8734

PROJECT NUMBER: 98-7276	DESCRIFTION:		PARCE F WAY TAK		IRCH ROAL)	
DRAWN BY: JDY	CLIENT:	LEE COUNTY	DEPARTM	ENT OF	SOLID WA	STE	
DATE: 9/02/98	SEC-TWP-RGE SEC-24	-T45S-R28E			,	OUNTY:	HENDR

Page 1 of 1 Search No. 21523/B

OUTSIDE TITLE SEARCH Department of Public Works County Lands

1/12/05 5.00 am

TO: Linda K. Fleming, CLS

DATE: July 30, 1998

PARCEL: 9

PROJECT: Church Road Extension

Property Acquisition Age

FROM: Terry Green Guardian Title

STRAP: 1-24-45-28-A00-0001.0000

This search covers the period of time from December 30, 1957 at 8:00 a.m. to June 12, 1998 at 5:00 p.m.

Subject Property: The Northerly 100 feet of Section 24, Township 45 South, Range 28 East, Hendry County, Florida.

Title to the subject property is vested in the following:

Felda Ridge Grove Partnership, a Florida General Partnership

By that certain instrument dated October 11, 1989, recorded October 11, 1989, in Official Record Book 440, Page 413, Public Records of Hendry County, Florida.

Subject to:

- 1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
- 2. Easements as recited in Official Record Book 440, Page 413, Public Records of Hendry, County, Florida and also recorded in Official Record Book 320, Page 82, Official Record Book 362, Page 277, and Official Record Book 331, Page 406, Public Records of Hendry, County, Florida.
- 3. Mortgage executed by Felda Ridge Groves Partnership in favor of MBL Life Assurance Corporation, dated November 21, 1994, recorded November 28, 1994 in Official Record Book 516, Page 1914, Public Records of Hendry County, Florida.
- 4. U.C.C. between Felda Ridge Groves Partnership and MBL Life Assurance Corporation, recorded November 28, 1994 in Official Record Book 516, Page 1932, filed in the Public Records of Hendry County, Florida.
- 5. Easement to Lee County Electric Cooperative, Inc., recorded in Official Record Book 461, Page 436, Public Records of Hendry County, Florida.

STRAP No.

1-24-45-28-A00-0001.0000

1997 Taxes:

Paid December 3, 1997 in the amount of \$29,990.98

Back Taxes:

None

Garbage:

None

Assessments:

None

COMPLETE SUMMARY APPRAISAL REPORT NO. 04-05-05.107

Project: Church Road Extension Project

Project No.: 919 Parcel No.: 107

Owner: Felda Ridge Groves Partnership, A Florida General Partnership County: Hendry County, Florida

PREPARED FOR

Robert G. Clemens
Acquisition Program Manager
Lee County Division of County Lands
P. O. Box 398
Fort Myers, Florida 33901

DATE OF THE REPORT

March 23, 2005

EFFECTIVE DATE OF THE APPRAISAL

December 3, 2004 (Date of Last Inspection)

PREPARED BY

Hanson Real Estate Advisors, Inc. 2233 Second Street Fort Myers, FL 33901-3051

HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

March 23, 2005

Robert G. Clemens Acquisition Program Manager Lee County Division of County Lands P. O. Box 398 Fort Myers, Florida 33902

Re:

Complete Summary Appraisal Report No. 04-05-05.107

Project:

Church Road Extension Project

Project No.: 919

Parcel No.: 107 Owner:

Felda Ridge Groves Partnership, A Florida General Partnership

County:

Hendry County, Florida

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis has been made of the above referenced property, which is legally described in the attached appraisal report. The purpose of the report is to estimate the market value of those property rights to be acquired, together with all diminution in value to the remaining land (if any) which can be attributed to the use of or activity upon land which has been proposed for acquisition.

As of January 1, 2005, the Appraisal Standards Board of the Appraisal Foundation approved revisions and modifications of the Departure Provision, and Standards Rules 2 and 3 and the Definition Section of the Uniform Standards of Professional Appraisal Practice (USPAP). In compliance with Standards Rule 2-2(b), the appraisers are communicating to the reader that this report is considered a Complete Summary Appraisal Report, one of the three reporting options allowed under this Standards Rule.

The subject property, containing 621.90 acres of gross land area, is located in the unincorporated Felda market area of western Hendry County, Florida. The property is proposed to be the subject of a partial acquisition by Lee County, consisting of 4.99 acres of gross land area to be acquired in fee simple interest for the construction of the Church Road Extension. The project, designated as Project No. 919, is proposed to run easterly from South Church Road and the Lee County Solid Waste Facility, along the northerly edge of the subject property, to State Route 29.

The parent tract is an improved citrus grove situated along an unnamed private, east-west grove road, approximately two miles west of SR-29 and about 11/2 miles northwest of Felda, in southwestern Hendry County, Florida. The 621.90-acre parent tract consists of all of Section 24, Twp 45 South, Range 28 East. The property has approximately 5,179 feet of frontage along the subject's privately-owned limestone grove roadway. The roadway provides legal access from Page 2 Robert G. Clemens March 23, 2005

the northeast and northwest corners of the property, over and across lands owned by others to SR-29 to the east and to South Church Road to the west. The partially-paved roadway is proposed to be developed as the Church Road Extension roadway. The public utilities to the subject are limited to telephone and electrical service. The property is zoned A-2 (General Agricultural) and is situated within the Agricultural land use designation (a maximum density of 1 du./5 ac.) on the Future Land Use Map (FLUM) of the Hendry County Comprehensive Plan. The parcel is identified in the Hendry County Property Appraiser's office as Folio 1-24-45-28-A00-00001.0000.

According to owner-provided materials, the 621.90 acre parent tract is improved with a 5.0 to 14.0-year old, mature citrus grove of Valencia and Hamlin orange trees on Swingle and Carrizo rootstock with 548.78 grove acres, and 486.13 (net) tree acres, indicating a grove utilization ratio of 89%. The tree spacing is 12' x 22' on double-row beds for both fruit varieties, indicating a tree density of 165 trees per acre. Grove irrigation is by micro-jet on poly-tubing. Grove improvements include 6 wells with diesel engines; 2 throw-out pumps with diesel engines; a 61.90-acre reservoir, and one spray gate (canker station). The property has all applicable South Florida Water Management District (SFWMD) permits in place as of the date of appraisal. The grove appears to be in good condition. The highest and best use of the property has been estimated to be for continued use for agricultural purposes as a citrus grove.

The proposed fee simple partial acquisition area consists of 4.99 acres and is identified as Project Parcel 107. Parcel 107 is a rectangular, narrow, 42.0 foot x 5,179 foot-wide strip of land along the entire northerly boundary of the parent tract. The partial acquisition is proposed for the construction of a paved roadway in connection with the construction of the Church Road Extension Project. Improvements observed within the fee simple partial acquisition area include the subject's east-west internal roadway.

The remainder property, containing 616.91 acres of gross land area, is a rectangular-shaped tract with a northerly property line measuring an estimated 5,179 feet along the southerly right-of-way of the constructed Church Road Extension roadway. The impact of the proposed partial acquisition of the subject property, results in a loss of the owner's main grove roadway and the elimination of the site's roadway access point. With these features eliminated, and in order to restore the grove to economic viability, the appraisers are relying upon an engineer who is proposing a cure which includes restoration/reconstruction of the grove's roadway system and reestablishment of the grove irrigation/seepage, and drainage system in the northerly 85 feet of the remainder property. The appraisers have considered the proposed cure and cost estimates provided by the County's engineer.

The function of the appraisal is understood to be for use as a basis of value for purposes of estimating the amount due the owner as a result of the proposed partial acquisition.

Page 3 Robert Clemens March 23, 2005

This letter of transmittal precedes the full narrative appraisal report, further describing the property and containing the reasoning and most pertinent data leading to the final value estimates. Your attention is directed to the "General Assumptions", "General Limiting Conditions", and "Certificate of Appraisal", which are considered usual for this type of assignment, These items have been included in the report addendum.

By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal profession, it is our opinion that the total amount due the property owner as a result of the recent acquisition, as of December 3, 2004, the Date of Last Inspection, is:

• Value of Part Proposed To Be Acquired:

•	Land To be Acquired:	\$ 15,000	
•	Improvements To Be Acquired:	<u>161,600</u>	
	Subtotal (Part To Be Acquired):		\$176,600

• Severance Damages:

• Net Cost To Cure: 317,100

AMOUNT DUE OWNER:

\$493,700

-0-

The reasonable market exposure term for the parent tract and the remainder property after severance at this value estimate, is estimated to be 9 to 12 months.

Respectfully submitted,

Woodward Hanson, MAI, CRE, CCIM

St. Cert. Gen. REA RZ 1003

Robert A. Kump, I. Senior Appraiser

St. Cert. Gen. REA RZ 2248

SUMMARY OF VALUES IN THE REPORT

A. Value of Part To Be Acquired:

1)	Before Property:	\$5,400.000
2)	Part Acquired (Land & Improvements):	<u>(176,600</u>)
3)	Remainder (as Part of Whole) [1-2]:	\$5,223,400
4)	Remainder (Appraisal Uncured):	(\$1,850,700)
5)	Damages, (Total, Uncured) [3-4]:	\$3,372,700
6)	Special Benefits:	
7)	Damages [5-6]:	\$3,372,700

B. Feasibility of Cost to Cure Damage:

8)	Remainder (Appraised as Cured):	\$5,350,000
9)	Remainder (Appraised, Uncured) [4]:	<u>(1,850,700</u>)
10)	Damages, Curable [8-9]:	\$3,499,300
11)	Damages, Incurable [7-10]:	(-0-)
12)	Cost to Cure:	\$ 478,700
13)	Improvements Cured but Paid for in [2]:	<u> 161,600</u>
14)	Net Cost To Cure [12-13]:	\$ 317,100

C. Summary Of Total Compensation:

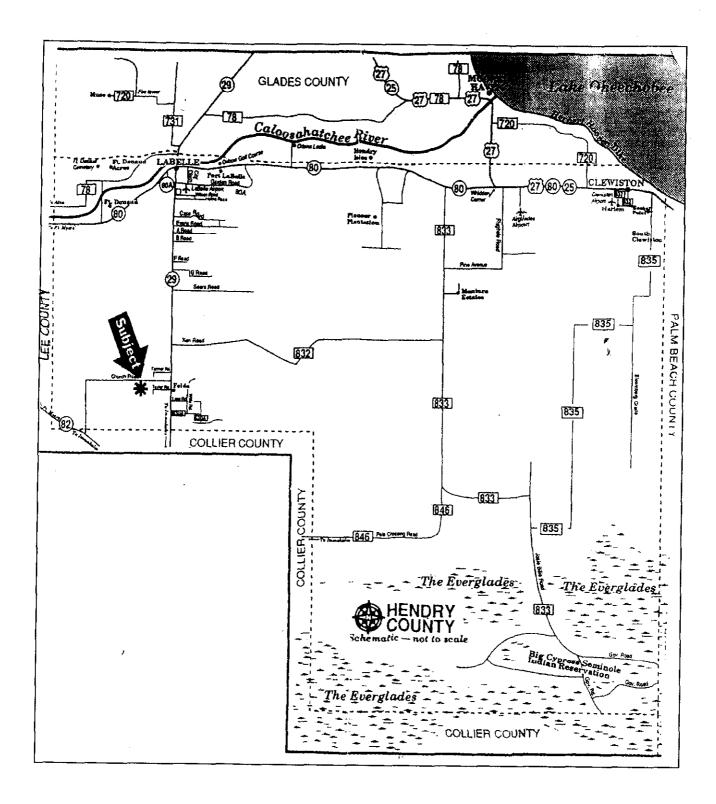
•	Part To Be Acquired [2]:	\$176,600
•	Damages, Incurable [11]:	\$ -0-
•	Cost To Cure [14]:	<u>\$317,100</u>
•	Total Compensation:	\$493,700

D. Amount Due Owner:

•	Value of Land To Be Acquired:	\$ 15,000
•	Value of Improvements To Be Acquired:	161,600
•	Severance Damages:	-0-
•	Net Cost to Cure:	<u>317,100</u>

TOTAL AMOUNT DUE OWNER: \$493,700

AREA MAP



5 Year Sales History

Parcel No. 107

Church Road Widening Project, No. 0919

NO SALES IN THE LAST 5 YEARS