

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

**Blue Sheet No. 20041674**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for acquisition of Parcel 265, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$275,000; 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

*C6I*

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

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

**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]*

TIME REQUIRED:

**7. BACKGROUND:**

**Negotiated for:** Lee County Department of Transportation

**Interest to Acquire:** Fee simple

**Property Details:**

Owner: Neil Popper  
Location: Bonita Springs 34135  
STRAP No.: 23-47-25-B2-00002.0020

**Purchase Details:**

Purchase Price: \$275,000  
Costs to Close: Approximately \$2,500 (The seller is responsible for attorney fees and real estate broker fees, if any).

**Appraisal Information:**

Company: Carlson, Norris & Associates, Inc.  
Appraised Value: \$250,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of 10% 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 \$25,000. 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); Letter from City of Bonita Springs; 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>	QA	GM	RISK	GC	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 12/20/04  
Time: 3:40pm  
Forwarded To:  
Cf. Ham,  
12/20/04 4pm

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
12/20/04  
4:47 pm  
COUNTY ADMIN  
FORWARDED TO:  
12/21/04  
7:50 am

This document prepared by:

Lee County  
County Lands Division  
Project: Three Oaks Parkway South Extension, No. 4043  
Parcel: 265/Popper  
STRAP No.: 23-47-25-B2-00002.0020

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 Neil Popper, a married person, hereinafter referred to as SELLER, whose address is 151 Evergreen Lane, Franklin, North Carolina 28734, 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 5.00 acres more or less, and located in Bonita Springs, Florida 34135 and more particularly described as The West ½ of the Northeast ¼ of the Northeast ¼ of the Northeast ¼ of Section 23, Township 47 South, Range 25 East, Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project." *5 ACRES MORE OR LESS AS IS*  
N.P.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Hundred Seventy-Five Thousand and No/100 (\$275,000.00), 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, 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) 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 ninety (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.

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. *SELLER IS THINKING ABOUT "1031 EXCHANGE"*

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

WITNESSES:

Doris Kelly  
Alan Popper

SELLER:

Neil Popper 12-2-2004  
Neil Popper (DATE)

WITNESSES:

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

SELLER:

\_\_\_\_\_  
(DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

# Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA  
State Certified General Appraiser #0000667  
ccarl1@hotmail.com

J. Lee Norris, MAI, SRA  
State Certified General Appraiser #0000643  
leenor56@hotmail.com

August 18, 2004 (Amended)

Mr. Robert Clemens, Land Acquisition Manager  
Department of Public Works  
Division of County Lands  
Board of County Commissioners - Lee County, Florida  
P.O. Box 398  
Fort Myers, Florida 33901-0398

Re: Vacant Land  
City of Bonita Springs - Neil Popper Property  
STRAP Number 23-47-25-B2-00002.0020  
Lee County, Florida

Dear Mr. Clemens:

In accordance with your request, we have inspected the above referenced property for the purpose of estimating its market value. This market value estimate is based upon the physical and economic conditions as of the effective date of appraisal, May 20, 2004. This was the last date of a complete physical inspection of the subject property.

The subject parcel contains a total of 5.00 acres and is appraised as vacant land. Any improvements present on the subject parcel have not been included in this analysis.

This analysis has utilized the most current market value definition which is contained within the attached appraisal report. This site is being valued under market conditions existing as of the date of the last inspection of the property. As per your request this is a **Complete-Summary Appraisal Report** which presents limited data and discussion for the data and analysis that were used in the appraisal process to develop the appraiser's opinions of value. As a complete appraisal process was conducted the Departure Provision is not invoked from the Uniform Standards of Professional Appraisal Practice.

Based on market conditions existing as of the effective date of appraisal, it is my opinion the subject parcel has a market value based upon its "as is" condition for the fee simple ownership of the tract as of May 20, 2004 of:

**TWO HUNDRED FIFTY THOUSAND DOLLARS ..... (\$250,000.00)**

The attached appraisal report contains brief discussions of the data and analysis utilized in arriving at the opinions of value. This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal.



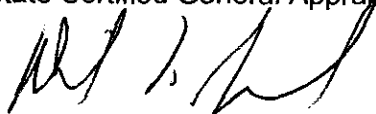
Robert Clemens, Land Acquisition Manager  
August 18, 2004 (Corrected)  
Page 2

If you should have any questions relating to this or any other matter, please do not hesitate to call us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.

  
J. Lee Norris, MAI, SRA  
State Certified General Appraiser #0000643

  
David L. Scheible  
State Licensed Trainee Appraiser RI0009743

## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

**OWNER OF RECORD:** Neil Popper

**LOCATION:** North side of an unnamed dirt road approximately 635 feet east of Tropic Acres Drive, Bonita Springs, Florida

**SITE SIZE:** 5.00 acres

**IMPROVEMENTS:** None considered

**COMPREHENSIVE LAND USE PLAN CLASSIFICATION:** Medium Density Multi-Family

**ZONING:** AG-2

**HIGHEST AND BEST USE:** Residential

**ESTIMATED LAND VALUE/ACRE:** \$50,000

**ESTIMATED VALUE BY THE COST APPROACH:** Not Applicable

**ESTIMATED VALUE BY THE INCOME APPROACH:** Not Applicable

**ESTIMATED VALUE BY THE SALES COMPARISON APPROACH:** \$250,000

**MARKET VALUE ESTIMATE:** \$250,000

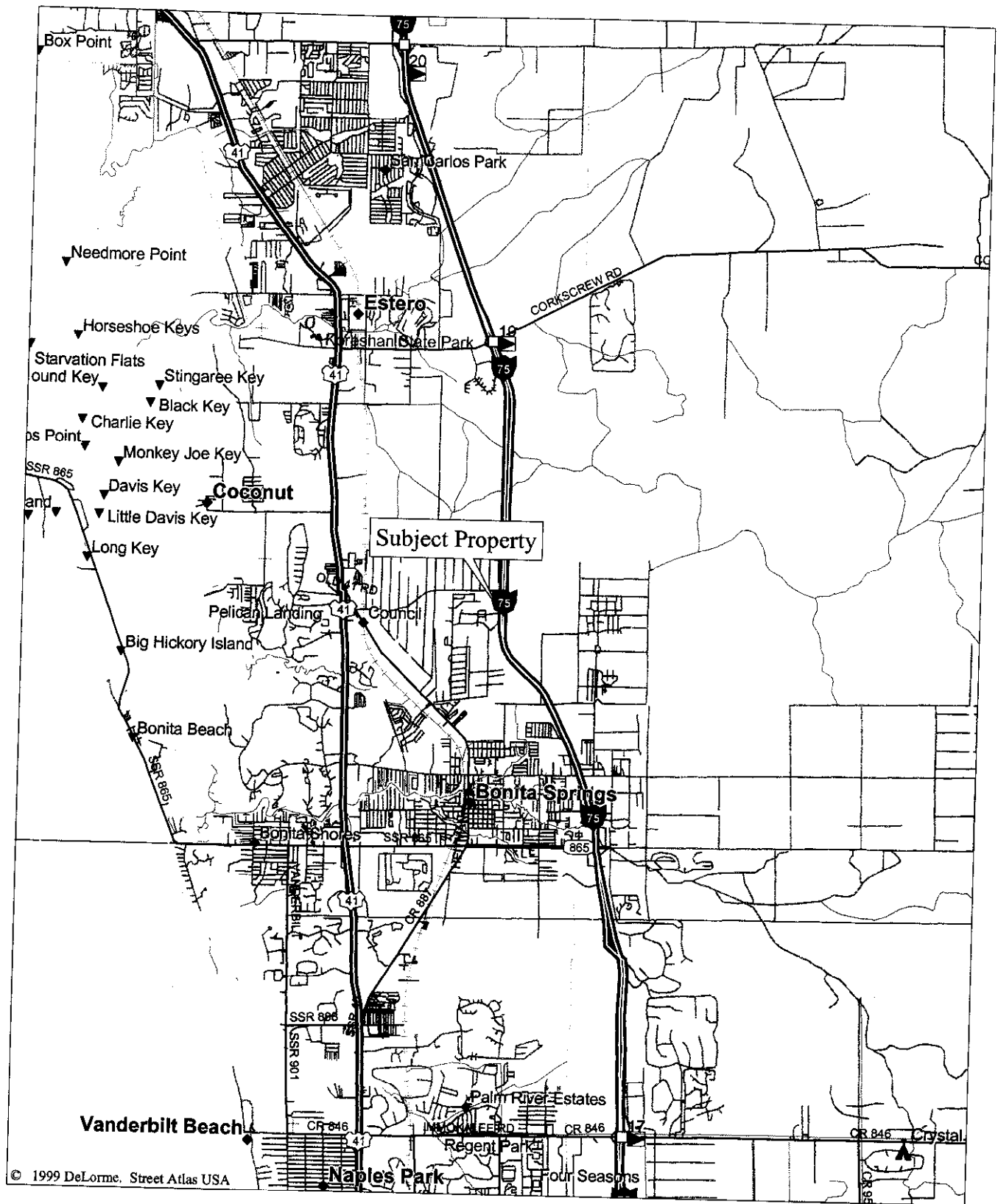
**DATE OF VALUE ESTIMATE:** May 20, 2004

**DATE OF REPORT:** August 18, 2004 (Corrected)

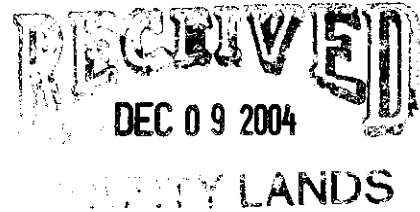
**USPAP APPRAISAL TYPE:** Complete

**USPAP REPORT TYPE:** Summary

**APPRAISER:** J. Lee Norris, MAI, SRA  
State Certified General Appraiser #0000643  
David L. Scheible  
State Licensed Trainee Appraiser RI0009743



**LOCATION MAP**



*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 7, 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 265, Popper

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. 23-47-25-B2-00002.0020

Date: December 2, 2003

Parcel: 265

Project: Three Oaks Pkwy. South Extension  
Project #4043 (BSU Parcels in San Carlos  
Estates South to Leitner Creek Manor)

To: J. Keith Gomez  
Property Acquisition Agent

From: Kenneth Pitt *KOP*  
Real Estate Title Examiner

STRAP: 23-47-25-B2-00002.0020

Effective Date: October 29, 2003, at 5:00 p.m.

**Subject Property:** The West 1/2 of the NE 1/4 of the NE 1/4 of the NE 1/4 of Section 23, Township 47 South, Range 25 East, Lee County, Florida.

Title to the subject property is vested in the following:

***Neil Popper***

By that certain instrument dated February 8, 1982, recorded February 11, 1982, in Official Record Book 1581, Page 567, Public Records of Lee County, Florida.

**Easements:**

1. Subject to a Utility Easement granted to Bonita Springs Utilities, recorded in Official Record Book 3076, Page 2306 and corrected by that certain instrument recorded in Official Record Book 3114, Page 398, Public Records of Lee County, Florida.

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

NOTE(2): 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.

**Tax Status:** \$1,095.06 paid on November 7, 2003 for tax year 2003.  
*(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. 265

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**