

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

Blue Sheet No. 20051059

1. **ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of Parcel 108, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$80,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.
2. **WHAT ACTION ACCOMPLISHES:** Acquisition of parcel necessary for the Three Oaks Parkway South, Project 4043.
3. **MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested.

4. Departmental Category: 6 CGE		5. Meeting Date: 08-23-2005
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute 125	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department Independent
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division County Lands
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other BS20050831	By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i>
<input type="checkbox"/> Walk-On		

9. **Background:**
Negotiated for: Department of Transportation

Interest to Acquire: Fee-simple interest in a vacant, single-family residential property.

Property Details:
Owner: Euro-American Financial Services, Inc., a dissolved Florida corporation
Addresses: 11575 Forest Mere Drive, Bonita Springs, 34135
STRAP Nos.: 25-47-25-B3-01001.0370

Purchase Details:
Purchase Price: \$80,000
 On June 28th, the Board of County Commissioners approved a binding offer in the amount of \$79,420, for the acquisition of a partial fee-simple interest and slope easement in the property. However, through negotiations, the owner has now agreed to sell entire fee-simple lot for \$80,000.
 Costs to close are estimated to be \$1,250. However, closing of the properties may be processed through the County Attorney's office to clear remaining title issues and secure the appropriate certification of beneficial interests prior to the disbursement of funds.

Appraisal Information:
Company: Carlson, Norris & Associates
Appraised Value: Partial Interest Appraised Value - \$72,200; Parent Tract Appraised Value - \$74,980

Staff Recommendation: Staff recommends purchasing the total fee-simple interests in the property, including remainder area, for \$5,020 above the appraised value, considering the costs associated with condemnation proceedings for acquiring only the interests needed for the project.

Account: 20404330709.506110

Attachments: Purchase Agreement; Appraisal Data; Location Map; 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
					Analyst	Risk	Grants	
<i>K. Forsyth</i>			<i>AD 7/28</i> <i>MF 8/4/05</i>		<i>MF 8/4/05</i>		<i>Mgr. 8/5/05</i>	

11. **Commission Action:**
- Approved
 - Deferred
 - Denied
 - Other

RECEIVED BY
COUNTY ADMIN:
8-4-05
4-15
COUNTY ADMIN
FORWARDED TO
STRAP
9:10 AM

RECYD
by CO. ATTY.
3-14-05
CO. ATTY.
FORWARDED TO
8/14/05

RECEIVED

JUL 29 2005

HS

This document prepared by
Lee County Division of County Lands
Project: Three Oaks Parkway, 4043
Parcel: 108
STRAP No.: 25-47-25-B3-01001.0370

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 _____, 20__ by and between EURO-AMERICAN FINANCIAL SERVICES, INC., a dissolved Florida corporation hereinafter referred to as SELLER, whose address is 28000 Spanish Wells Boulevard, Bonita Springs, FL 34135 , 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 Lot 37, Block 1, Spring Lakes Phase Three, according to the plat thereof recorded in Plat Book 50, Pages 36 through 38, Public Records of Lee County, Florida ,lying in Section 25, Township 47 South, Range 25 East, Lee County Florida, located at 11575 Forest Mere Drive, Bonita Springs, hereinafter collectively called "the Property." This Property will be acquired for the Three Oaks Parkway South 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 Eighty Thousand Dollars (\$80,000), 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.

Agreement for Purchase and Sale of Real Estate
Page 2 of 6

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.

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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

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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

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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.

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

WITNESSES:

~~_____~~

SELLER:

EURO-AMERICAN FINANCIAL SERVICES,
INC., a dissolved Florida
corporation

BY: J. Crawford, V.P. 7.18.05
(DATE)

J. SCRAWFORD VICE PRESIDENT
(Print Name and Title)

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 OF ANALYSIS
Project 4043-Three Oaks Parkway Extension
Parcel 108

Market Value of Fee Simple Interest in Parent Parcel	x	7,498 sf \$10.00 per sf \$74,980 ✓	\$ 74,980
less: remainder area \$10.00 per sf times .10 (1-.25**+.65***)	x	1,647 sf \$1.00 per sf \$1,647 ✓	
less: remainder in slope easement \$10.00 per sf times .10 (1-(.20*+.25**+.45***)	x	1,145 sf \$1.00 per sf \$1,145 ✓	
remainder value for land within proposed easement			
Value of Remainder		\$ 2,792 ✓	\$ 2,792
Subtract Value of Remainder from Parent Parcel Value			
Total Compensation Due the Property Owner rounded to			\$ 72,188 \$ 72,200

PARENT TRACT VALUE

*slope impact, ** locational obsolescence, *** buildability

Analysis Confirmation

Part Taken in Fee	x	4,706 sf \$10.00 per sf \$47,060 ✓	
Add-Part Taken-Remainder w/o Slope	x	1647 sf \$ 9.00 per sf \$ 14,823 ✓	
Add-Part Taken-Slope Easement	x	1,145 \$ 9.00 per sf \$ 10,305 ✓	
Total Market Value of Part Taken or Total Compensation Due the Property Owner rounded to			\$72,188 \$72,200

05-39-108sum

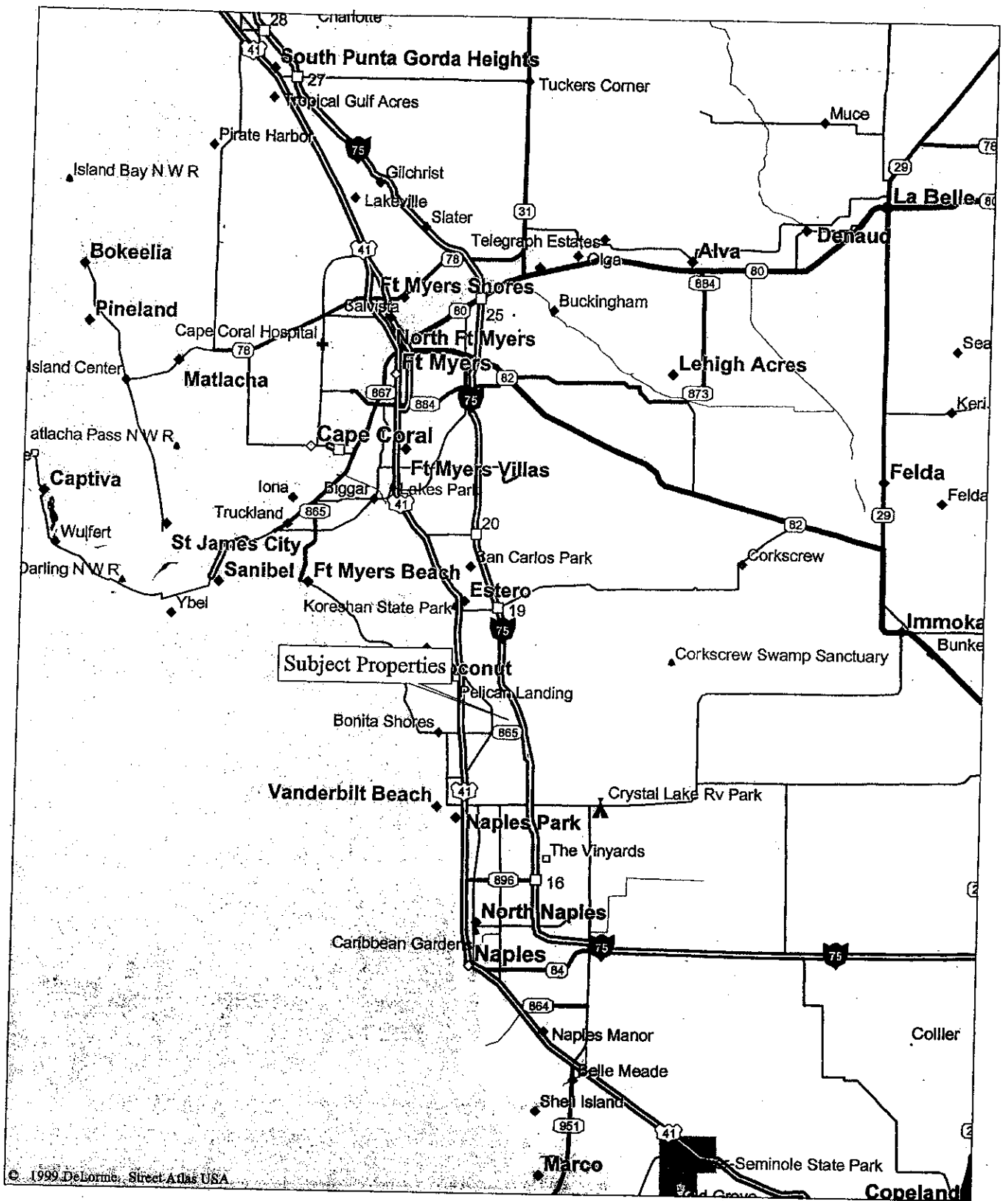
Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

TOTAL COMPENSATION DUE THE PROPERTY OWNER (\$72,200.00)

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

J. Lee Norris

PARTIAL



LOCATION MAP



*City of
Bonita Springs*

9101 BONITA BEACH ROAD
BONITA SPRINGS, FL 34135
TEL: (239) 949-6262
FAX: (239) 949-6239
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
Tel. (239) 949-6238

Audrey E. Vance
City Attorney
Tel. (239) 949-6254

City Clerk/Treasurer
Tel: (239) 949-6250

Public Works
Tel: (239) 949-6246

Code Enforcement
Tel: (239) 949-6257

Parks & Recreation
Tel: (239) 992-2556

VIA FACSIMILE (239) 479-8391

July 21, 2005

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

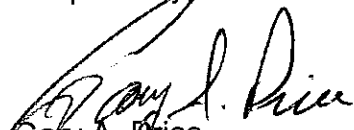
RE: Appraisal and Binding Offer – Three Oaks Parkway Extension
Project No. 4043
Parcel 108

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcels 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

RECEIVED
JUL 22 2005
COUNTY LANDS

Division of County Lands**Updated Ownership and Easement Search**

Search No. 25-47-25-B3-01001.0370

Date: January 10, 2005

Parcel: 108 & 108SE

Project: Three Oaks Parkway South Extension
Project #4043To: J. Keith Gomez
Property Acquisition AgentFrom: Kenneth Pitt
Title Examiner 

STRAP: 25-47-25-B3-01001.0370

Effective Date: November 29, 2004, at 5:00 p.m.

Subject Property: Lot 37, Block 1, Spring Lakes, Phase Three, a subdivision, according to the plat thereof recorded in Plat Book 50, Page 36, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Euro-American Financial Services, Inc., a dissolved Florida corporation

By that certain instrument dated June 14, 2001, recorded June 20, 2001, in Official Record Book 3435, Page 2604, Public Records of Lee County, Florida.

Easements:

1. Declaration of Covenants, Restrictions, Easements, Charges and Liens for Forest Mere, recorded in Official Record Book 1716, Page 3219 and corrected by Official Record Book 1784, Page 4258, Public Records of Lee County, Florida.
2. All lots are subject to a 10 foot wide utility easement on all right of way lines, all lots are subject to a 6 foot wide utility easement on side lot lines. The 6 foot wide utility lot line easements are for underground utilities but are limited if used to one side of any lot. Drainage and Maintenance Access Easements and roads are dedicated to all lot owners. Utility easements are dedicated to the perpetual use of the public. All roads are public utility easements. All as recited on the plat "Spring Lakes Phase Three" Plat Book 50, Page 36, Public Records of Lee County, Florida.

NOTE (1) 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.**NOTE (2)** Subject to Notice To Purchaser, recorded in Official Record Book 3946, Page 1700 and corrected by Official Record Book 4047, Page 1188, Public Records of Lee County, Florida.

Division of County Lands**Updated Ownership and Easement Search**

Search No. 25-47-25-B3-01001.0370

Date: January 10, 2005

Parcel: 108 & 108SE

Project: Three Oaks Parkway South Extension
Project #4043

NOTE (3) Subject to a gap in chain. No deed of record conveying the subject property from Euro-American Financial Services, Inc. who acquired title via deed recorded in Official Record Book 3435, Page 2604, Public Records of Lee County, Florida, to J. Stephen Crawford who conveyed title to Mills Venture Group, Inc. by deed recorded in Official Record Book 3528, Page 14, Public Records of Lee County, Florida.

NOTE (4) Mortgage executed by Mills Venture Group, Inc., a Florida corporation in favor of J. Stephen Crawford, Trustee, dated November 8, 2001, recorded January 7, 2002, in Official Record Book 3553, Page 1804, as partially released by instrument recorded in Official Record Book 4138, Page 4275, Public Records of Lee County, Florida.

NOTE (5) Subject to a Judgment vs. Gulf Construction Partnership in the sum of \$72,719.65 representing court costs and attorneys fees (relating to a judgment recorded in Official Record Book 1971 Page 766 and amended by Official Record Book 1981 Page 61-which was satisfied by Official Record Book 1988 Page 2452, however said Satisfaction did not address the sum awarded herein), recorded in Official Record Book 1987 Page 3814, Public Records of Lee County, Florida.

NOTE (6) Subject property had no reservations or leases of Oil, Gas and Mineral Rights found of record.

Tax Status: \$544.01 paid on 11-22-04 for Tax Year 2004.

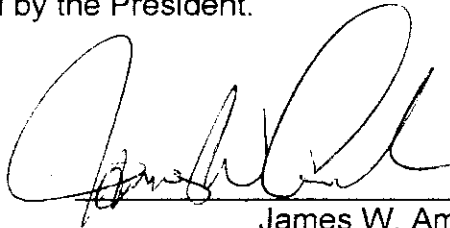
(The end user of this report is responsible for verifying tax and/or assessment information.)

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.

EURO-AMERICAN FINANCIAL SERVICES, INC.

The undersigned, being the sole director of Euro-American Financial Services, Inc., a dissolved Florida corporation (the "Corporation"), acting pursuant to the provisions of §607.0821, Florida Statutes, hereby adopts the following resolution, effective February 24, 2004, to-wit:

Resolved, that for the purposes of winding up the affairs of Euro-American Financial Services, Inc., a dissolved Florida corporation, J. Stephen Crawford and Helga Reinisch are appointed as Vice President and Assistant Secretary, respectively, of the Corporation with authority to execute and deliver in the name and on behalf of the Corporation such documents as may be approved by the President.

A handwritten signature in black ink, appearing to read "James W. Amburn", is written over a horizontal line. The signature is stylized and cursive.

James W. Amburn

5-Year Sales History

Parcel No. 108

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Barry Fruchtman	Euro-American Financial Services, Inc.	\$82,500	6/20/01	Y* **

*Multiple parcels included in this transaction.

**Research indicates this transaction may have been a distressed sale.