Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 20050006

- 1. Action Requested/Purpose: Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$266,200 for Parcel 313, Imperial Street Widening Project No. 4060, pursuant to the Purchase Agreement; 2) 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 prior to initiation of condemnation proceedings.

3. De	partmental Category:	: 6	Clos	4	4. Meetir	ıg Date:	03-29-2005
5. Ag	genda:	6. Req	uirement/Purpo		7. Reque		
\mathbf{X}^{-}	Consent	X	Statute	73 & 125	Commiss	ioner	
	Administrative		Ordinance		Departme	ent	Independent
	Appeals		Admin. Code		Division		County Lands
	Public		Other		By:	Karen	L.W. Forsyth, Director
	Wallz On		_		1		11+

8. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, improved with single family residence

Property Details:

Owner: Bill G. Cobb

Property Address: 27781 Imperial Street STRAP No.: 36-47-25-B3-01200.2220

Purchase Details:

Purchase Price: \$266,200

Estimated Closing Costs: \$3,200

Appraisal Information:

Company: Carlson Norris & Associates, Inc.

Appraised Value: \$242,000

Staff Recommendation: Staff is of the opinion that the purchase price increase of approximately \$24,200 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$26,600 (10%) and \$53,200 (20%) excluding the value of the property. Staff recommends the Board approve the Requested Motion.

Account: 20406018808.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, Bonita Springs Letter of Approval, Sales History

9. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney		Budget MM	t Services			Manager / Director
Kforsych				Hum	Analyst	Risk	Grants 3/5/05	/Mgr. 3 15/05	3-16	7-05
10. Carn	nission Actio)n	9/1	V	lates:	F	RECEIVED BY	7.07		

Approved

Deferredbate

Denied

W.P. 2:05 pm COUNTY ADMIN FORWARDED TO:

Other

3/14/05

L:\POOL\Imperial Street 4060\313\BLUE SHEET PROPERTY A

This document prepared by

Lee County Division of County Lands

Project: Imperial Street Widening Project No. 4060

Parcel: 313

STRAP No.: 36-47-25-B3-01200.2220

BOARD OF COUNTY COMMISSIONERS LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE IN LIEU OF CONDEMNATION PROCEEDINGS

THIS	AGREEM	IENT :	for pu	ırchas	e and	. sale	of	real	pro	perty	y is	ma	de
this	_ day o	£			20	_ by	and	betw	een	Bill	G.	Cob	b,
hereinaf	ter ref	erre	d to a	s SEL	LER,	whose	add	ress	is 2	7781	Imp	eri	al
street,	Bonita	Spr	ings,	FL 3	4135,	and	Lee	Cou	nty,	a	poli	tic	al
subdivis	ion of	the	State	of 1	Florid	da, he	ereir	nafte	r re	eferr	ed t	10	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 .44 acres more or less, and located at 27781 Imperial Street, Bonita Springs, 34135 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 Imperial Street Widening Project No. 4060, 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 Two Hundred Sixty Six Thousand Two Hundred and no/100 (\$266,200.00), 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 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) 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 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.

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

attached to this Agreement and Agreement.	signed by all parties to this
WITNESSES:	SELLER:
	Bill G. Cobb (DATE)
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY:	BY:CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	COUNTY ATTORNEY (DATE)

18. SPECIAL CONDITIONS: Any and all special conditions will be

SPECIAL CONDITION

BUYER: Lee County SELLER: Bill G. Cobb

PARCEL NO. 313

PROJECT: Imperial Street Widening Project No. 4060

Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for all fixtures, including but not limited to, built-in appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, 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 fixtures(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. SELLER to remove all personal property from premises prior to closing.

Upon the Buyer's written acceptance of this Agreement, SELLER(S) hereby give 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 relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

SELLER agrees not to request to be connected to cental sewer. In the event Bonita Springs Utilities insists on connecting subject property to cental sewer, BUYER agrees to pay principal portion of the connection fee assessment in addition to the Purchase Price.

WITNESSES:	SELLER:	
	Bill G. Cobb	(DATE)
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BOARD OF COUNTY COMM	
BY:	BY:	<u> </u>
	APPROVED AS TO LEGAL AND SUFFICIENCY	FORM
	COUNTY ATTORNEY	(DATE)

James R. Coleman & Associates, Inc.

Land Surveying Consultants

1459 Cornell Place Fort Myers, Florida 33919 Phone (239) 433-2070

Exhibit "A"

LEGAL DESCRIPTION
Parcel 313

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

Commence at the northwest corner of the southwest quarter of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence S 00°56′51" E along the west line of the southeast quarter of said Section 36 for 131.60 feet; thence N 88°45′23" E for 21.21 feet to an intersection with the maintained right of way line of Imperial Street, and the point of beginning of the herein described parcel of land; thence continue N88°45′23" E for 124.38 feet; thence S 00°58′24" E for 131.99 feet; thence S 88°45′27" W for 123.86 feet to an intersection with the aforementioned maintained right of way line; thence along said maintained right of way line for the following described two (2) courses, (1) N 00°40′15" W for 23.26 feet; (2) thence N 01°18′48" W for 108.73 feet to the point of beginning.

James R. Coleman & Associates, Inc.

Certificate Of Authorization Number LB0005983

James R. Coleman

Registered Land Surveyor

Florida Certificate Number 3205

308456 Pcl 313

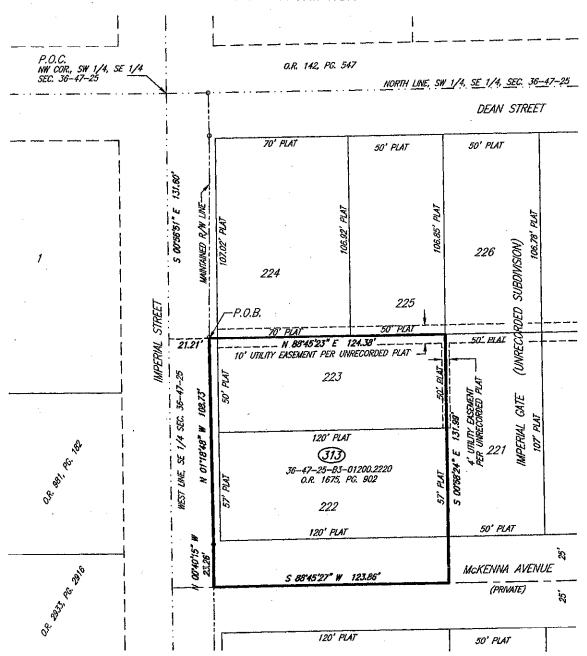
Exhibit "A"

James R. Coleman & Associates, Inc.

Land Surveying Consultants 1459 Cornell Place Fort Myers, Florida 33919 Phone: (239) 433-2070

	DATE 10 JAN 2004	308456	PCL313
<u> </u>			
OHT		REVISION	BY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SURVEYORS NOTES

- 1, THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HEREWITH AND IS NOT TO BE CONSIDERED A SURVEY.
- 2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83 ADJUSTMENT).
- J. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL



JAMES R. COLEMAN & ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER LB0005983

VILLA CATE ZO JAN 2004

JAMES R. COLEMAN
REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATE NUMBER 3205

Division of County Lands

Updated Ownership and Easement Search

Search No. 36-47-25-B3-01200.2220

Date: December 16, 2004

Parcel: 313

Project: Imperial Street Widening Project #4060

To: Michael J. O'Hare SR/WA

Property Acquisition Agent

rom: Kenneth Pitt

Real Estate Title Examiner

STRAP: 36-47-25-B3-01200.2220

Effective Date: November 1, 2004, at 5:00 p.m. Search updated from 1-1-1999.

Subject Property: Lots 222 & 223, Imperial Gates Subdivision, according to that certain plat prepared by W.R. Wilson & Associates and recorded in Official Record Book 59 Page 251, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Bill G. Cobb

By that certain instrument dated <u>May 24, 1983</u>, recorded June 9, 1983, in <u>Official Record Book 1675</u> <u>Page 902</u>, Public Records of Lee County, Florida.

Easements:

- 1): Subject to an Access Easement over the Westerly 25 feet of Lots 222 & 223 as recited in deeds recorded in Official Record Book 561 Pages 791 & 793, Public Records of Lee County, Florida.
- 2): Subject to an Access Easement over the Southerly 25 feet of Lot 222, as recited in a deed recorded in Official Record Book 561 Page 791, Public Records of Lee County, Florida.
- 3): Subject to an Easement for Utility Purposes along the Northerly 5 feet of Lot 223, as recited in a deed recorded in Official Record Book 561 Page 793, Public Records of Lee County, Florida.
- 4): Subject to an Easement for Utility Purposes along the Easterly 5 feet of Lot 223, as recited in a deed recorded in Official Record Book 561 Page 793, Public Records of Lee County, Florida.
- 5): Subject to a Utility Easement granted to Bonita Springs Utilities, affects the existing 25 foot roadway easement lying South of the subject property, recorded in Official Record Book 3114 Page 872, Public Records of Lee County, Florida.
- Note 1): Subject to a Mortgage with a maximum principal of \$25,000.00 between Bill G. Cobb (mortgagor) and Bank One N.A. (mortgagee), recorded in Official Record Book 4320 Page 727, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 36-47-25-B3-01200.2220

Date: December 16, 2004

Parcel: 313

Project: Imperial Street Widening Project #4060

Tax Status:\$1,589.78 paid on 11/08/04 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.

STA #20, Project 4060

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Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): See the attached addendum for additional comments. The sales of pool homes used in this report were among the most recent in the old Bonita Springs market area with adequate comparability in design, quality, and livable area, and are valid indications of value for the subject. ITEM SUBJECT COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3 Date, Price and Data Source, for prior sales past 36 months per Lee County public records per Lee County public records within year of appraisal per Lee Co. Analysis of any current agreement of sale, option, or listing of subject property and analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject property is not currently listed in the regional MLS. INDICATED VALUE BY SALES COMPARISON APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x gross Rent Multiplier N/A = \$ This appraisal is made as is subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached special imiting conditions. Fitral Reconciliation: Greatest weight it is given to the Sales Comparison Analysis as it best reflects the actions of willing buyers & salers. The Cost Approach is supportive. Because this area is typically owner occupied, there is insufficient data available for an income Approach. 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 inhibiting conditions, and market value definition that are stated in the attached freddie Mac Form 439/RNMa form 10048 (Revised 8/93). It were the subject of this report, based on the above conditions and the certification, contingent and the certification # 00001220 St. Cert. Res. REA State FL S		,	FFT LANS	former son a sale	248 300	Gross Buff V s	234 900	1000s 24519 s	241,500
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(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE APPRAISED: PROPERTIES ASSOCIATE Signature Signature Name Phil Benning, Associate Name Phil Benning, Associate Date Report Signed December 10, 2004 State Certification # 0001220 St. Cert. Res./REA Or State License # Supervisory Appraises (ANUT if RECORDED: J. Lee Norris, MAI, SRA Inspect Property Date Report Signed December 10, 2004 State Certification # 0000643 St. Cert. Gen. REA State State State State State State									
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Or State License # State State State				<u></u>					
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City of Bonita Springs

9220 BONITA BEACH ROAD SUITE 111 BONITA SPRINGS, FL 34135 Tree (220) 300 1000

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

 \sim

Gary A. Price City Manager

Audrey E. Vance City Attorney February 2, 2005

Mr. Michael J. O'Hare Property Acquisition Agent Division of County Lands Lee County P.O. Box 398 Fort Myers, FL 33902-0398

RE: Appraisal and Binding Offer Amount Parcel 304, 306, 313, 314, and 502 Imperial Street Widening

Dear Mr. O'Hare:

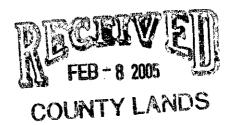
I have reviewed the appraisals and binding offers for the aforementioned parcels, and find them to be reasonable.

If you need further assistance, please let me know.

Respectfully,

Gáry A. Price City Manager

GAP/kd



5-Year Sales History

Parcel No. 313

Imperial Street Widening Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
		,		

NOTE: No sales in the past five years.

Location Map

Borrower/Client COBB, BIT G.			
Property Address 27781 Imperial Sreet			
City Bonita Springs	County Lee	State FL	Zip Code 34135-5930
Lender Lee County - County Lands			

