

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020404

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcel 190, for the Pondella Road Widening Project No. 4656, in the amount of \$2900.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize payment of necessary costs to close; authorize Chairman on behalf of the Board of County Commissioners to execute the Agreement; 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 acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain at a future date.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 4

C6B

3. MEETING DATE:

05-07-2002

4. AGENDA:

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE 125
- ORDINANCE
- ADMIN.
- OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION County Lands *RC 4-12-02*
- BY: Karen L. W. Forsyth, Director *KLF*

7. BACKGROUND: The Division of County Lands has been requested by the Department of Transportation to acquire right of way for the Pondella Road Widening Project No. 4656. The project consists of a five-lane highway with sidewalks from Henkel Drive east to Del Pine Drive, North Ft. Myers.

This acquisition consists of a strip taking in fee simple interest in property improved with residences, further identified as Strap No.08-44-24-00-00005.0010, located at 1109 Pondella Road, North Ft. Myers.

The owners of Parcel 190, Ronald and Dianne Irons, husband and wife, have agreed to sell the subject parcel for \$ 2,900.00. The County is to pay costs to close of approximately \$500. Seller is responsible for real estate broker and attorney fees, if any.

The purchase price is based upon the avoidance of fees and costs associated with a parcel under the threat of condemnation.

Considering the costs associated with condemnation proceedings, staff recommends the Board approve the Requested Motion.

Funds are available in Account 20465618805.506110

- 20 - CIP Project
- 4656 - Pondella Road Widening
- 18805 - Impact Fees
- 506110 - Land

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
					OA	OM	RISK	GC	
<i>4/27/02</i> <i>[Signature]</i>		<i>NA</i>	<i>DAD</i> <i>4/19/02</i>	<i>[Signature]</i> <i>4-21-02</i>	<i>P.M.</i> <i>4/22/02</i>	<i>[Signature]</i> <i>4/22/02</i>	<i>[Signature]</i> <i>4/21/02</i>	<i>[Signature]</i> <i>4-22-02</i>	<i>[Signature]</i> <i>4-18-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
by CO. ATTY.
4/19/02
CO. ATTY.
FORWARDED TO:
Co. Admin
4-22-02 PMS

RECEIVED BY
COUNTY
4/22/02
9:45am
COUNTY ATTY.
FORWARDED
4/24 *4/10*

This document prepared by
Lee County
County Lands Division
Project: Pondella Road Widening, No. 4656
Parcel: 190
STRAP No.: 08-44-24-00-00005.0010

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 27th day of March, 2002 by and between Ronald M. Irons and Dianne Irons, husband and wife, hereinafter referred to as SELLER, whose address is 1109 Pondella Road, North Fort Myers, FL 33903, 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 1320 square feet more or less, and located at 1109 Pondella Road, North Fort Myers, Florida 33903 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Pondella Road Widening Project, hereinafter called "the Project."

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Two Thousand Nine Hundred and 00/100 dollars (\$2,900.000), 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 \$2,900.00, 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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) 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.

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 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.

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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 6 of 6

WITNESSES:

Lynne Rice

Rita McDerritt

SELLER:

Ronald M Irons

Ronald M. Irons

(DATE)

03/27/02

WITNESSES:

Lynne Rice

Rita McDerritt

SELLER:

Dianne Irons

Dianne Irons

(DATE)

03/27/02

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

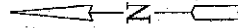
BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SECTION 8, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

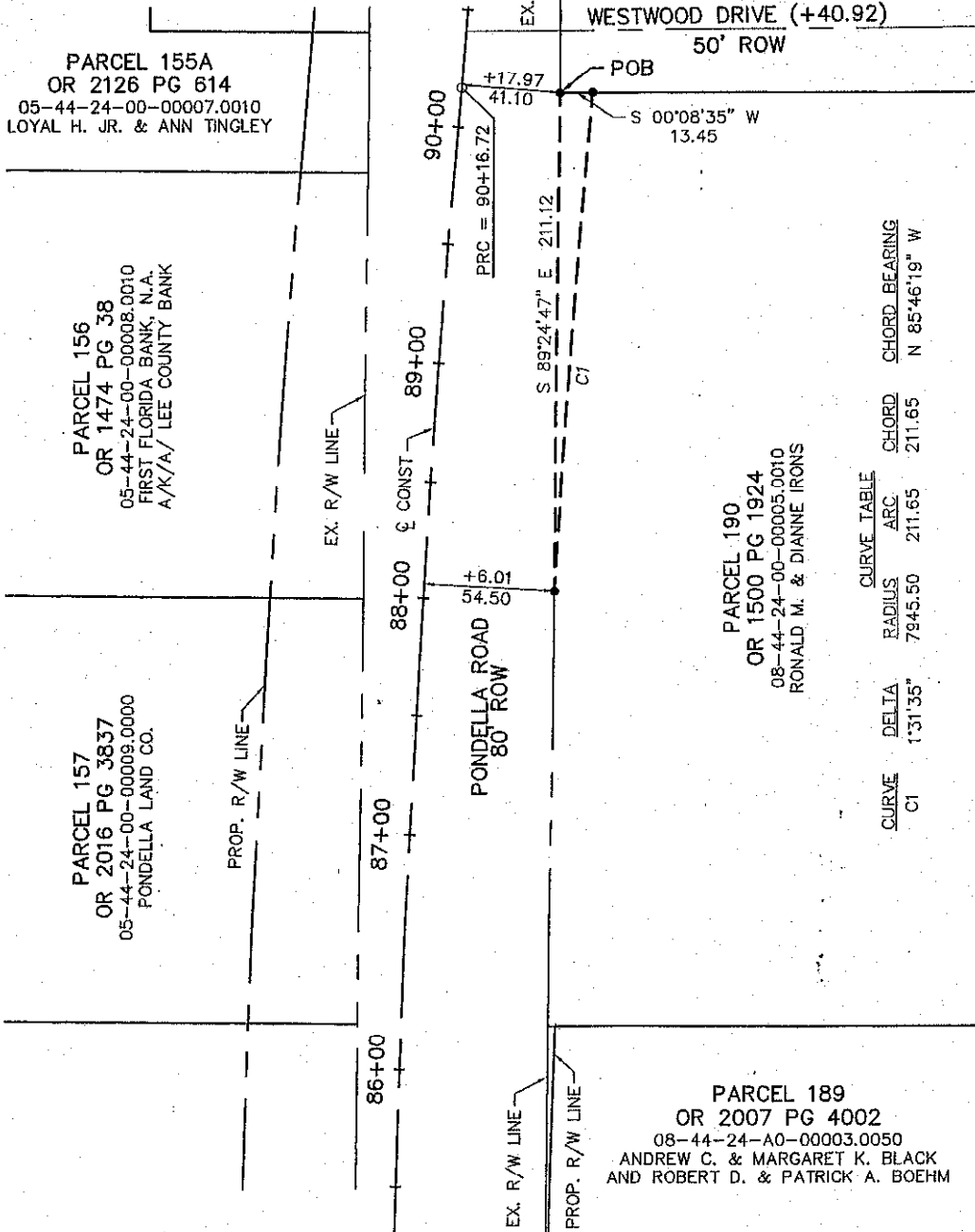
PARCEL NO. 190
PROPERTY OWNER: RONALD M. & DIANNE IRONS
REFERENCE: O.R. 1500, PG 1924
STRAP NO.: 08-44-24-00-00005.0010
AREA OF TAKE: 1,320 SQ. FT.
AREA OF REMAINDER: 4.12 AC



SCALE: 1" = 60'

● - SET 5/8" IRON ROD & CAP
STAMPED "LB 3664"

PROP. R/W LINE



R/W = RIGHT-OF-WAY

RIGHT-OF-WAY SURVEY SHEET 1 OF 2



Professional engineers, planners, & land surveyors
Collier County: Suite 203, 7405 Tamiami Trail, North Naples, FL 34108 (941) 597-8111
Lee County: Suite 101, 1626 Hendry Street, Fort Myers, FL 33901 (941) 337-5111
Certificate of Authorization Nos. LB 5994 and ES 3854 Fax: (941) 598-8208

DESCRIPTION: PARCEL 190 RIGHT-OF-WAY TAKE

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

SCALE: 1" = 60' DATE: JAN. 25, 2002
DRAWN BY: JAN PROJECT NO.: 7904-3
ACAD NO.: 8187-3 FILE NO.: 8187

(COUNTY PROJECT NUMBER 4656)

DESCRIPTION OF RIGHT-OF-WAY PARCEL


ALL THAT PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1500, PAGE 1924, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 8, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF PONDELLA ROAD (80' ROW) AND THE WESTERLY RIGHT-OF-WAY OF WESTWOOD DRIVE (50' ROW); THENCE SOUTH 0°08'35" WEST ALONG SAID WESTERLY RIGHT-OF-WAY 13.45 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 7945.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°31'35" AN ARC DISTANCE OF 211.65 FEET SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 85°46'19" WEST 211.65 FEET TO SAID SOUTHERLY RIGHT-OF-WAY; THENCE SOUTH 89°24'47" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY 211.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

CONTAINING 1,320 SQUARE FEET OF LAND MORE OR LESS; SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEY DATE: NOVEMBER 20, 2001

AGNOLI, BARBER & BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY  _____
GUY P. ADAMS, P.S.M. NO. 4390


THIS BOUNDARY SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IS PROHIBITED BY CHAPTER 61G17-6 (2)(E) FLORIDA ADMINISTRATIVE CODE.

ABSTRACT NOT REVIEWED

NOTES:

1. THIS RIGHT-OF-WAY SURVEY WAS BASED ON THE RIGHT-OF-WAY MAPS PREPARED BY INK ENGINEERING, INC.
2. AREAS WERE BASED ON INFORMATION FROM THE LEE COUNTY PROPERTY APPRAISER'S OFFICE.
3. IMPROVEMENTS WERE NOT LOCATED UNDER THE SCOPE OF THIS SURVEY.

RIGHT-OF-WAY SURVEY SHEET 2 OF 2

 <p>AGNOLI BARBER & BRUNDAGE, INC. Professional engineers, planners, & land surveyors Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108 (941)357-3111 Lee County: Suite 101, 1825 Benday Street, Fort Myers, FL 33901 (941)357-3111 Certificate of Authorization Nos. LB 3064 and EB 3054 Fax: (941)356-2208</p>	DESCRIPTION: PARCEL 190 RIGHT-OF-WAY TAKE	
	CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
	REVISION:	SCALE: N.T.S. DATE: JAN. 25, 2002
		DRAWN BY: JAN PROJECT NO.: 7904-3 ACAD NO.: 8187-3 FILE NO.: 8187

5-Year Sales History

Parcel No. 190

Pondella Road Widening, Project No. 4656

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
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NO SALE IN THE LAST FIVE YEARS

JUSTIFICATION SHEET

Pondella Road Widening Project, No. 4656

Parcel No. 190

Settlement Amount: \$2900.00

If Parcel Was Condemned:

Estimated Appraisal Fee Costs (County's)	\$ 1,500.00
Estimated Appraisal Fee Cost (Owner's)	<u>\$ 1,500.00-\$2500.00</u>
County's Estimated Costs for Appraisal Services	<u>\$ 3,000.00-\$3,500.00</u>

The above dollar amounts only consider appraisal fees. The cost of the land, attorney fees, and staff time have not been included. In 1990, the parcel was appraised at \$1.20 per square foot (or \$1584.00 for this 1,320 sq. ft. parcel).

November 7, 2001

TITLE SEARCH LETTER

FILE NUMBER: TC-F11554
YOUR FILE NO:

STRAP NUMBER: 08-44-24-00-00005.0010

TAX INFORMATION:

General and special taxes and assessments required to be paid in the year 2002 and subsequent years, which are not yet due and payable. Strap # 08-44-24-00-00005.0010. 2001 taxes are due in the amount of \$2,216.67, if paid by November 30, 2001.

Tri-County Title Insurance Agency, Inc. does hereby certify that it has searched the Public Records of Lee County, Florida, and that said Public Records appear as follows, to wit:

OWNER(S) OF RECORD: RONALD M. IRONS and DIANNE IRONS, Husband and Wife

BY Quit-Claim Deed, AS RECORDED IN Official Records Book 1500, Page 1924, of the Public Records of Lee County, Florida.

MORTGAGES:

1. Mortgage executed by RONALD M. IRONS and DIANNE IRONS, Husband and Wife, in favor of THE CITIZENS AND SOUTHERN NATIONAL BANK OF FLORIDA, to secure the original principal amount of \$87,000.00, dated April 12, 1989, recorded April 18, 1989, in Official Records Book 2063, Page 2337, of the Public Records of Lee County, Florida.

2. Mortgage executed by RONALD M. IRONS and DIANNE L. IRONS, Husband and Wife, in favor of FIRST UNION NATIONAL BANK OF FLORIDA, to secure the original principal amount of \$61,397.73, dated January 22, 1998, recorded February 19, 1998, in Official Records Book 2922, Page 1928, of the Public Records of Lee County, Florida.

LIENS:

UCC FINANCING STATEMENT as recorded in Official Records Book 1867, Page 3531, and continued in Official Records Book 2245, Page 1989, of the Public Records of Lee County, Florida.

ASSESSMENTS: NONE

EASEMENTS & RESTRICTIONS:

Lee County Mandatory Garbage Collection Assessment Ordinance 86-14 recorded in Official Records Book 2189, Page 3281, and amended in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida.

EFFECTIVE DATE: November 1, 2001 @ 8:00 am

This report, while believed to be correct, is necessarily based upon information obtained through the Index of Documents maintained by the Clerk of the Circuit Court and therefore is subject to any errors in such index. This company does not offer any opinion with regard to the validity of any of the recorded documents or the marketability of the title to this property. This report is confined and limited to showing the apparent owner of record and any liens or encumbrances shown in the Public Records of the county wherein the subject property is located.

BY: 

Dena E. Weygant/Charles R. Hannaway/Jeanette B. Goff
TRI-COUNTY TITLE INSURANCE AGENCY, INC.

FILE NO: TC-F11554
TITLE SEARCH LETTER

To the following described lands
lying and being in Lee County, Florida:

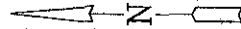
From the Northeast corner of Section 8, Township 44 South, Range 24 East, run South along the East line of said section for 40 feet to the South right-of-way line of Pondella Road (State Road S-78-A); thence run Westerly along said right-of-way line (40 feet from the center line) for 685 feet to the point of beginning of the lands herein described; from said point of beginning run Westerly along said right-of-way line for 395 feet; thence run Southerly parallel with said East line of said section 8 for 458 feet; thence run Easterly parallel with said South right-of-way line of Pondella Road (State Road S-78-A) for 395 feet to the Westerly right-of-way line of Westwood Drive; thence run Northerly parallel with said East line of said section 8, along the Westerly right-of-way line of said Westwood Drive for 458 feet to the point of beginning, Lee County, Florida.

PREPARED BY
TRI COUNTY TITLE INSURANCE AGENCY, INC.
8660 College Parkway, Suite 200
Fort Myers, Florida 33919
(941) 437-3144
Fax (941) 437-3148

Our "TRI" stands for
TRUST, RELIABILITY AND INTEGRITY

SECTION 8, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

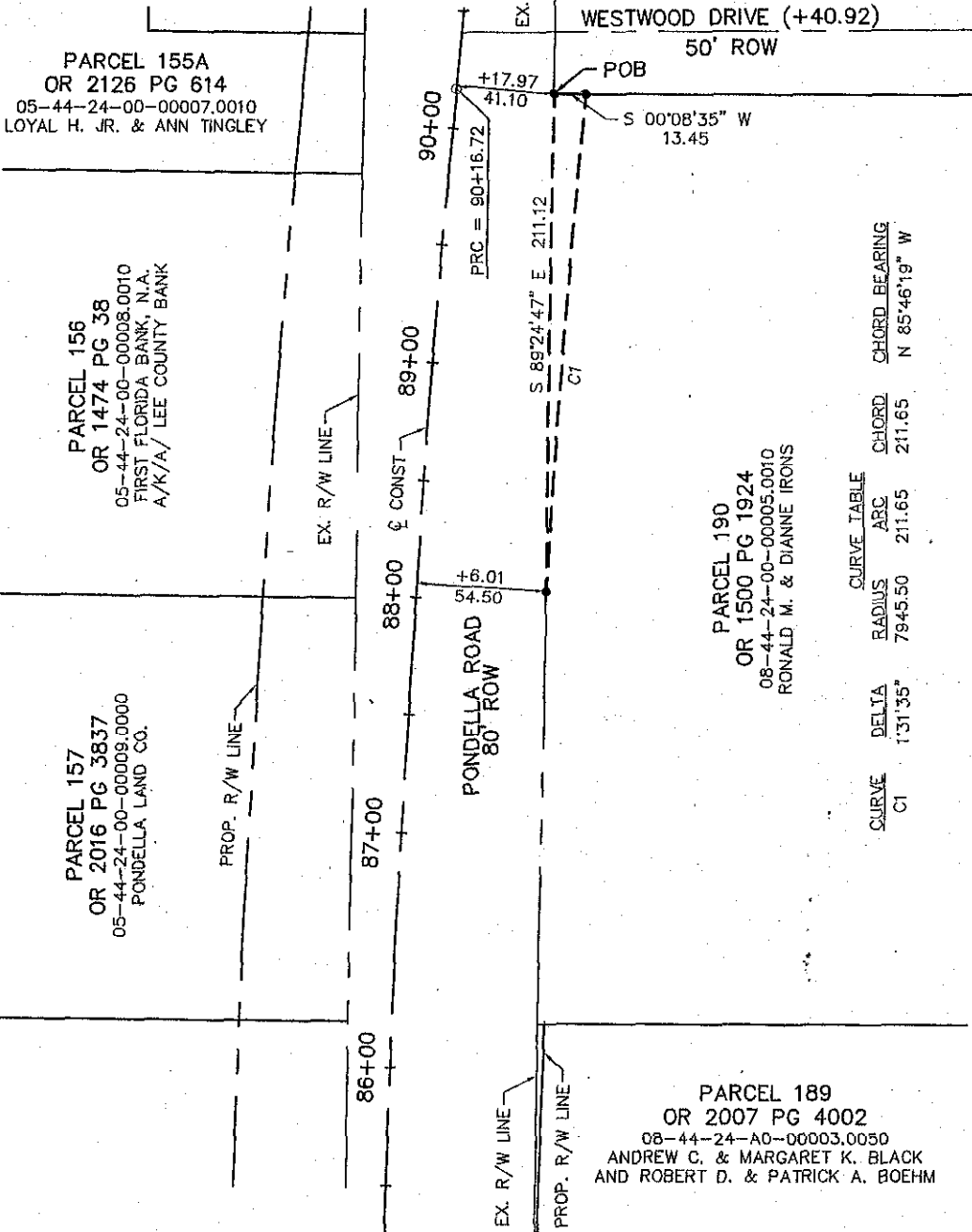
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PROPERTY OWNER: RONALD M. & DIANNE IRONS
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AREA OF REMAINDER: 4.12 AC



SCALE: 1" = 60'

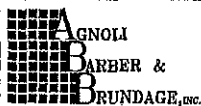
● - SET 5/8" IRON ROD & CAP
STAMPED "LB 3664"

PROP. R/W LINE



R/W = RIGHT-OF-WAY

RIGHT-OF-WAY SURVEY SHEET 1 OF 2



Professional engineers, planners, & land surveyors
Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108 (941)997-3111
Lee County: Suite 101, 1420 Hendry Street, Fort Myers, FL 33901 (941)937-8111
Certificate of Authorization Nos. LB 5694 and EB 5694 Fax: (941)968-2208

DESCRIPTION: PARCEL 190 RIGHT-OF-WAY TAKE

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

SCALE: 1" = 60' DATE: JAN. 25, 2002
DRAWN BY: JAN PROJECT NO.: 7904-3
ACAD NO.: 8187-3 FILE NO.: 8187

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SEARCH #20347/B

SEARCH #20529/A & B

OR 2286/3044-8

OR 2478/4030-1

OR 2478/4028-7

OR 2478/4028-8

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SEARCH #21526/B

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