

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

Blue Sheet No. 20030948

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 123, Veronica S. Shoemaker Blvd. Extension Project No. 4073, in the amount of \$2,800; 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 # 2 *C6C* **3. MEETING DATE:** *09-02-2003*

<p>4. AGENDA:</p> <p><input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON <input type="checkbox"/> TIME REQUIRED:</p>	<p>5. REQUIREMENT/PURPOSE: (Specify)</p> <p><input checked="" type="checkbox"/> STATUTE 125 <input type="checkbox"/> ORDINANCE <input type="checkbox"/> ADMIN. CODE <input type="checkbox"/> OTHER</p>	<p>6. REQUESTOR OF INFORMATION:</p> <p>A. COMMISSIONER B. DEPARTMENT <i>Independent</i> C. DIVISION <i>County Lands 8-13-03</i> BY: <i>Karen L. W. Forsyth, Director</i></p>
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7. BACKGROUND:
Negotiated for: Lee County DOT and the City of Fort Myers
Interest to Acquire: Fee interest in 1,490 square feet of land improved with a chain-link fence
Property Details:
 Owner: Walter Idlette, Jr. and Mary T. Idlette
 Address: 3614 Clermont Drive, Fort Myers
 STRAP No.: 20-44-25-P4-00600.0420
Purchase Details:
 Purchase Price \$2,800
 Costs to Close \$1,000
Appraisal Information:
 Company: Carlson, Norris & Associates by J. Lee Norris, MAI, SRA
 Appraised Value: \$1,800
Staff Recommendation: Staff is of the opinion that the purchase price increase of \$1,000 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$3,000 - \$5,000 excluding land value increased and attorney fees. Staff recommends the Board approve the requested motion.
Account: City of Fort Myers Acct. #310-4315-546-6100
Attachments: Purchase & Sale Agreement, In-house Title Search, Appraisal Letter, Sales History, City Engineer approval.

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>K. Forsyth</i>			<i>8/19/03</i>	<i>8/20/03</i>	QA	OM	Risk	GC	<i>8/21/03</i>
					<i>8/20/03</i>	<i>8/21/03</i>	<i>8/20/03</i>	<i>8/21/03</i>	

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: *8/19/03*
 Time: *1:50 pm*
 Forwarded To:
Co. Adm. 8/20/03 1PM

RECEIVED BY
 COUNTY ADMIN: *EW*
8/20/03
3:05 pm
 COUNTY ADMIN
 FORWARDED TO:
8/21/03

HS

Agreement for Purchase and Sale of Real Estate
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This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 123
STRAP No.: 20-44-25-P4-00600.0420

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 7TH day of August, 2003 by and between **Walter Idlette, Jr. and Mary T. Idlette**, hereinafter referred to as **SELLER**, whose address is **6456 Emerald Pines Circle, Fort Myers, Florida 33912**, 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 **1490 square feet** more or less, and located at **3614 Clermont Drive, Fort Myers, FL** 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 Palmetto Extension, 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 thousand eight hundred dollars and no/100 (\$2,800.00)**, 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.

Agreement for Purchase and Sale of Real Estate
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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 **\$2,800.00**, 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) 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.

Agreement for Purchase and Sale of Real Estate

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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

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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.

Agreement for Purchase and Sale of Real Estate
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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.

WITNESSES:

SELLER:

Walter Idlette Jr 8/7/2003
Walter Idlette, Jr. (DATE)

Mary T. Idlette 8/7/03
Mary T. Idlette (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)

Exhibit "A"

SINCE 1946

JOHNSON
ENGINEERING

August 19, 2002

DESCRIPTION

**PARCEL IN
SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST
CITY OF FORT MYERS
LEE COUNTY, FLORIDA**

PARCEL 123**STRAP NO. 20-44-25-P4-00600.0420**

Part of Lot 42, Re-Subdivision of Addition 2 of Fort Myers Estates Part One according to the plat recorded in Plat Book 23 at Page 66 of the Lee County Records, Lying in Section 20, Township 44 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW-1/4) of said section run along the west line of said quarter section S 00° 58' 24" E for 580.08 feet; thence run perpendicular to said line N 89° 01' 36" E for 40.00 feet to the northwesterly corner of the northerly line of said Lot 42 and the Point of Beginning.

From said Point of Beginning run along said northerly line N 52° 09' 20" E for 17.76 feet; thence run S 21° 53' 01" E for 65.00 feet to an intersection with the south property line of said lot; thence run along said south line S 89° 08' 36" W for 37.40 feet to the westernmost property line of said lot; thence run along said line N 00° 58' 24" W for 49.99 feet to the Point of Beginning.

Parcel contains 1,490 square feet more or less.

SUBJECT TO easements, reservations, restrictions and right of ways of record.

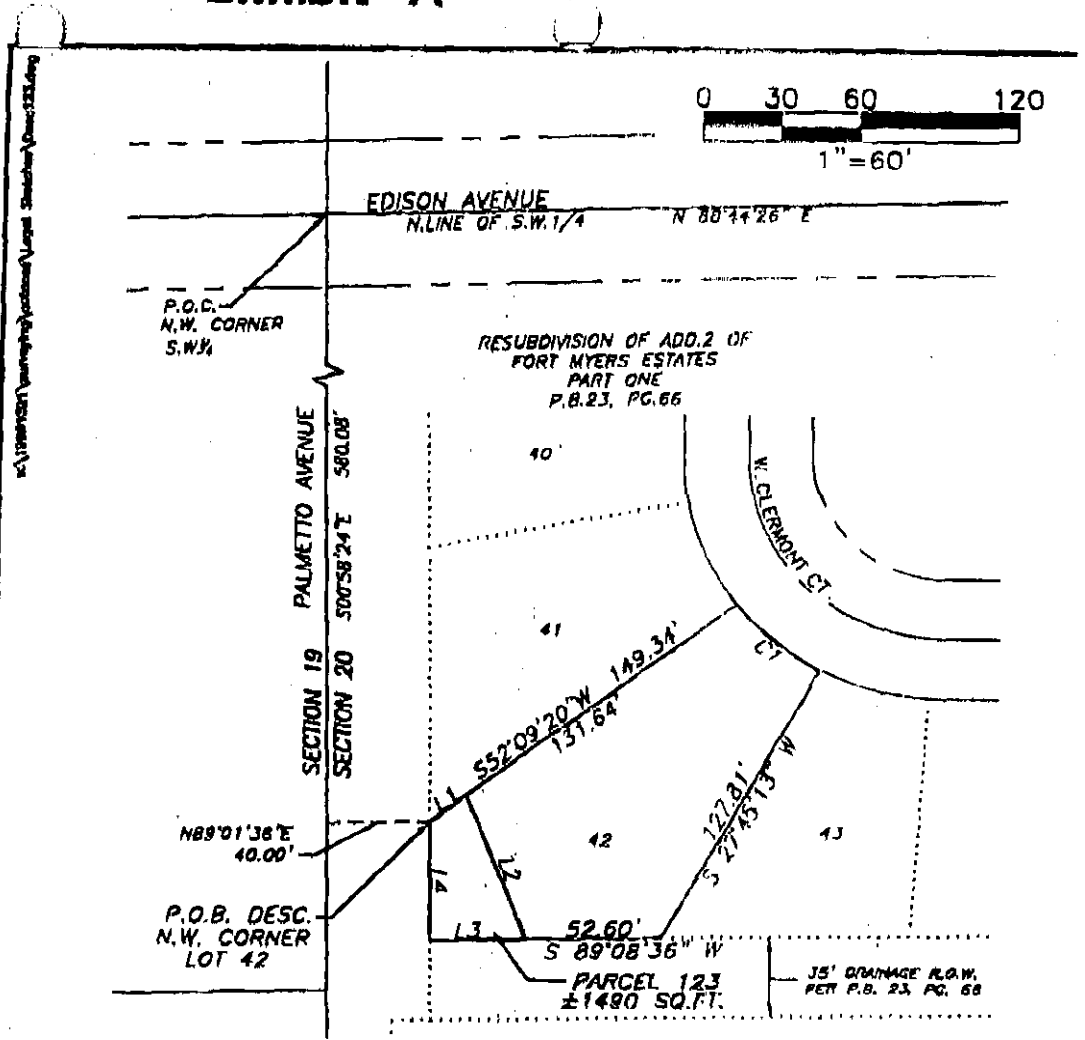
Bearings hereinabove mentioned are based on the west line of Section 20, Township 44 South, Range 25 East, Lee County Florida as being S 00° 58' 24" E.



Mark G. Wentzel (For The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 5247

19991321\Parcel No. 123 - 072502

Exhibit "A"



LINE TABLE		
LINE	LENGTH	BEARING
L1	17.76	N88°09'20"E
L2	85.00	S21°53'01"E
L3	37.40	S89°08'36"W
L4	49.99	N00°58'24"W

- LEGEND
- COR. = CORNER
 - DESC. = DESCRIPTION
 - FD. = FOUND
 - L.S. = LAND SURVEYOR BUSINESS
 - MGN. = MONUMENT
 - O.R. = OFFICIAL RECORD
 - P.B. = PLAT BOOK
 - PG. = PAGE
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - R. = RANGE
 - T. = TOWNSHIP
 - R.O.W. = RIGHT OF WAY

- NOTES:
1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
 2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 28 EAST, LEE COUNTY FLORIDA AS BEING 500'58'24" E.
 3. PARCEL CONTAINS 1490 SQUARE FEET, MORE OR LESS.

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM - L.B. 842)
 PROFESSIONAL SURVEY AND MAPPER
 FLORIDA CERTIFICATE NO. 8247

DATE SIGNED: 8/21/02

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER.

PARCEL NO. 123
 PARENT STRAP NO. 20-44-25-P4-00600.1
 PART OF LOT 42
 RE-SUBDIVISION OF
 ADDITION 2
 FORT MYERS ESTATES
 PART ONE
 (PLAT BOOK 23, PAGE 66,
 LEE COUNTY RECORDS)
 SECTION 20, T.44 S., R.25 E.
 CITY OF FORT MYERS
 LEE COUNTY, FLORIDA



3501 DEL PRADO BOULEVARD
 SUITE 110
 CAPE CORAL, FLORIDA 33904
 PHONE (941) 334-0048
 FAX (941) 341-1883
 E.F. 7643 & L.B. 7642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-18-02	10081321	20-44-25	1"=60'	

Division of County Lands

Ownership and Easement Search

Search No. 29-44-25-P4-00600.0420

Date: June 10, 2003

Parcel: 123

Project: Veronica S. Shoemaker Blvd. (f/k/a Palmetto Avenue) Extension Project #4073

To: Michele S. McNeill, SRWA
Property Acquisition Agent

From: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 29-44-25-P4-00600.0420

Effective Date: April 28, 2003, at 5:00 p.m.

Subject Property: Lot 42, RESUBDIVISION OF ADDITION 2 OF FORT MYERS ESTATES, PART ONE, a subdivision according to the plat or map thereof as recorded in Plat Book 23 at Pages 66, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Walter Idlette, Jr. and Mary T. Idlette

by that certain instrument dated September 21, 1990, recorded October 1, 1990, in Official Record Book 2177, Page 4495, Public Records of Lee County, Florida.

Easements:

- 1) Subject to a five foot easement for drainage or utilities, on each boundary of all homesites on the plat of "Resubdivision of Addition 2 of Fort Myers Estates" recorded in Plat Book 23, Page 66, Public Records of Lee County, Florida.
- 2. Subject to a 10 foot run along the front or northeasterly line of the property as shown on the plat of "Resubdivision of Addition 2 of Fort Myers Estates" recorded in Plat Book 23, Page 66, Public Records of Lee County, Florida.
- 3. Subject to Protective Covenants recorded in Official Record Book 472, Page 288, Public Records of Lee County, Florida.

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

NOTE 2) Subject to Resolution No. 83-4-5 for construction of the East Lee County Sewer System, recorded in Official Record Book 1669, Page 3414, Public Records of Lee County, Florida.

NOTE 3) 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.

Division of County Lands

Ownership and Easement Search

Search No. 29-44-25-P4-00600.0420

Date: June 10, 2003

Parcel: 123

Project: Veronica S. Shoemaker Blvd. (f/k/a
Palmetto Avenue) Extension Project #4073

NOTE 4) Subject to a judgment in the sum of \$2,480.08 vs. Walter A. Idlette, recorded in Official Record Book 1749, Page 406 and rerecorded in Official Record Book 1758, Page 4097, Public Records of Lee County, Florida.

NOTE 5) No reservations or leases found of record for oil, gas and mineral rights. Said rights are believed to be in the fee title holder.

Tax Status: \$1,145.93

(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.

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

February 20, 2003

Lee County/City of Fort Myers
P.O. Box 398
Fort Myers, Florida 33902
Attention: Robert Clemens, Project Acquisition Manager

Re: Partial Take
Parcel 123 - Palmetto Extension
Fort Myers, Florida

Dear Mr. Clemens:

In accordance with your request, we have inspected the above referenced property for the purpose of estimating the market value of the parent tract, the remainder parcel thereby yielding a value for the part taken. This parcel is within the alignment of the Palmetto Extension Right of Way. ***This is a improved single family property. The area of the take is along the rear property line and does not cause damage to the main improvements. This analysis is based upon the impact to the land and the chain link fencing.***

The parent tract contains road frontage on the west side of W. Clermont Court just south of Edison Avenue. The parent parcel contains 11,956 square feet. The remainder parcel is estimated to contain 10,454 square feet. Based upon documentation provided to the appraiser the part taken contains 1,502 square feet and 87 feet of chain link fencing.

This analysis has utilized the most current market value definition which is contained within the attached appraisal report. The site is being valued under market conditions existing as of the last date of physical inspection of the property. As per your request this is a **Complete-Summary Appraisal Report** which presents summary data and analysis that was used in the appraisal process to develop the appraiser's opinion of value. As this is a complete appraisal, the departure provision of the Uniform Standards of Professional Appraisal Practice was not invoked.

Based on market conditions existing as of the date of appraisal and in consideration of the property as it existed on this date, it is our opinion the subject property (a partial take parcel) warranted a market value in fee simple ownership on November 4, 2002 of:

ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00).

This value represents all property rights to be acquired including all legally compensable diminution in value to the remaining land and improvements.


This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal. The analyst was engaged by the Lee County Government in association with the City of Fort Myers to prepare the appraisal of the subject property.

Mr. Robert Clemens
February 20, 2003
Page 2

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

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.

A handwritten signature in cursive script, appearing to read "J. Lee Norris".

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

5-Year Sales History

Parcel No. 123

Veronica S. Shoemaker Blvd. Extension Project, No. 4073

NO SALES in PAST 5 YEARS

NOTE: Sale(s) relate to "parent tract" of the subject parcel.

S:\POOL\LAND\FRM\HISTORY.WPD



BOARD OF COUNTY COMMISSIONERS

239.479.8505
239.479.8391 FAX

Writer's Direct Dial Number: _____

Eric James
District One

VIA FAX TO 332-6604

Douglas R. St. Gery
District Two

August 12, 2003

Ray Judson
District Three

Andrew W. Coy
District Four

Saeed Kazemi, P.E. City Engineer

City of Fort Myers

John E. Ablon
District Five

P.O. Box 2217

Fort Myers, FL 33902-2217

Donald D. Stillwell
County Manager

RE: **PARCEL 123, PALMETTO EXTENSION PROJECT**

Request for review and sign-off on acquisition proposal

James G. Yeager
County Attorney

Dear Saeed:

Diana M. Parker
County Hearing Examiner

The appraisal for parcel 123 has been reviewed and approved by County Staff and we are preparing to request Board approval of a signed purchase agreement. Below is the relevant data for this parcel. Please review and approve on behalf of the City as well as confirm that funds are available. Thank you.

Sincerely,

Michele S. McNeill, SR/WA
Property Acquisition Agent

Parcel 123

Property Owner: Walter Idlette, Jr and Mary T. Idlette

Appraiser: Carlson Norris and Associates, Inc.

Appraisal Date: 11/4/02

Appraised Amount: \$1,800

Purchase Agreement Amount: \$2,800

Purchase Agreement Approved:

Funds are available in account:

Saeed Kazemi, P.E.
City Engineer, City of Fort Myers

S:\POOL\PalmettoExt\Correspondence\123 City Engineer Approval PA.wpd

P.O. Box 396, Fort Myers, Florida 33902-0396 (239) 335-2111
Internet address <http://www.lee-county.com>
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER