

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

Blue Sheet No. 20051825

1. ACTION REQUESTED/PURPOSE:

Approve Purchase Agreement for acquisition of Parcel 23, Gladiolus Drive Widening Project, No. 4083 in the amount of \$2,500; authorize the payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Acquires property necessary for the widening of Gladiolus Drive and avoids condemnation proceedings.

3. MANAGEMENT RECOMMENDATION: Management recommends the Board approve the requested motion.

4. Departmental Category: 6

C6B

5. Meeting Date: **01-17-2006**

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute 125
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department _____ Independent
 Division _____ County Lands
 By: Karen L.W. Forsyth, Director

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee Simple interest in 212 square feet of improved land.

Property Details:

Owner: Mary Washington
Address: 10591 Gladiolus Drive, Fort Myers
STRAP No.: 32-45-24-02-0000B.0010

Purchase Details:

Purchase Price: \$2,500
 Costs to Close: \$500
 Through negotiations, the property owner has agreed to accept \$2,500.

Appraisal Information:

An appraisal has not been obtained for this property. The purchase price is equivalent to the cost of obtaining an appraisal on this property.

Account: 20408318824.506110 *RM*

Attachments: Purchase Agreement; Location Map; In-House Title Report; 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
<i>K. Forsyth</i>			<i>1/12/06</i>	<i>1/12/06</i>	Analyst <i>P.N. 12/30/05</i>	Risk <i>M.R. 12/30/05</i>	Grants <i>12/30/05 p.m.</i>	Mer. <i>1/4/06</i>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
<i>12-28-05</i>
<i>ASC</i>
COUNTY ADMIN
FORWARDED TO:
<i>1-5-06</i>
<i>4/2/06</i>

Rec. by CoAtty
Date: <i>1/17/06</i>
Time: <i>3:45pm</i>
Forwarded To:

This document prepared by
Lee County Division of County Lands
Project: Gladiolus Drive Widening, No. 4083
Parcel: 23
STRAP No.: 32-45-24-02-0000B.0010

**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 Mary J. Washington, a single person, hereinafter referred to as SELLER, whose address is 10591 Gladiolus Drive, Fort Myers, FL 33908, 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 212 square feet more or less, and located at 10591 Gladiolus 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 Gladiolus Drive Widening Project, No. 4083, 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 five hundred and 00/100 dollars (\$2,500.00), 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 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.

WITNESSES:

Paul R. Ehrenfelt
PAUL R. EHRENFELT
Mary Ann Robinson
MARY ANN ROBINSON

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Mary Jane Washington
Mary J. Washington

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

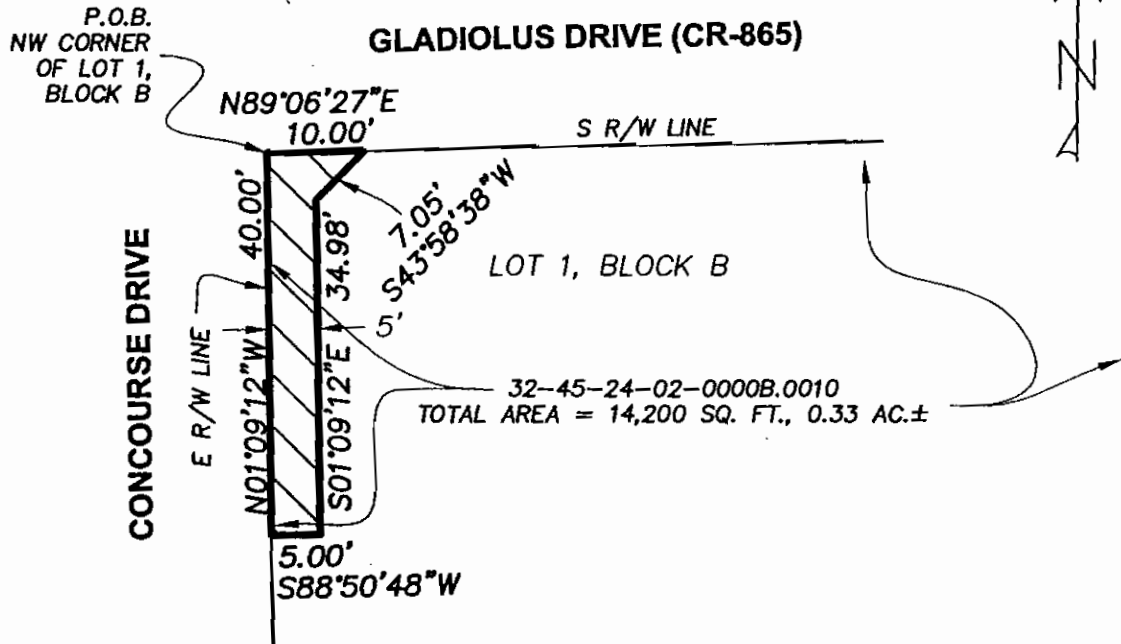
BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SKETCH OF DESCRIPTION
 OF A PARCEL LYING IN THE SE 1/4 OF THE NW 1/4 OF
 SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA

Exhibit "A"



PARCEL NO.: 23
 PROPERTY OWNER: MARY J. WASHINGTON
 REFERENCE: O.R.B. 1181/1868
 STRAP NO.: 32-45-24-02-0000B.0010
 AREA OF TAKE: 212 SQ. FT.
 AREA OF REMAINDER: 13,988 SQ. FT., 0.32 AC.±

- KEY:**
 AC. = ACRES
 COR. = CORNER
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 O.R.B. = OFFICIAL RECORDS BOOK/PAGE
 R/W = RIGHT-OF-WAY
 SEC. = SECTION
 SQ. FT. = SQUARE FEET

James N. Wilkison
 JAMES N. WILKISON (FOR THE FIRM LB6773)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 4876
 THIS 4th DAY OF May, 2005.

NOTE:
 SEE SHEET 2 OF 2
 FOR DESCRIPTION

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING
 3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912
 PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: TAKE PARCEL IN THE SE 1/4 OF THE NW 1/4 OF SEC 32-45-24	DATE: 2/17/05	SCALE: 1"=20'
	PROJECT No: 020504	DWG No: 0B_0010SKD1 SHEET: 1 OF 2

SKETCH OF DESCRIPTION

Exhibit "A"

OF A PARCEL LYING IN THE SE 1/4 OF THE NW 1/4 OF
SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA

DESCRIPTION:

DESCRIPTION OF A PARCEL OF LAND SITUATED IN LOT 1, BLOCK B, LITTLE HARLEM PARK, AS RECORDED IN PLAT BOOK 9, PAGE 18, IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, ALSO BEING A PART OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 1181, PAGE 1868, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE RUN N89°06'27"E, A DISTANCE OF 10.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (COUNTY ROAD 865), SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1; THENCE RUN S43°58'38"W, A DISTANCE OF 7.05 FEET TO A LINE THAT IS 5.00 FEET EAST OF AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF CONCOURSE DRIVE; THENCE RUN S01°09'12"E, A DISTANCE OF 34.98 FEET ALONG SAID LINE; THENCE RUN S88°50'48"W, A DISTANCE OF 5.00 FEET TO SAID EAST RIGHT-OF-WAY LINE OF CONCOURSE DRIVE, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1; THENCE RUN N01°09'12"W, A DISTANCE OF 40.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINING 212 SQUARE FEET.

NOTE:
SEE SHEET 1 OF 2
FOR SKETCH

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING
3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912
PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: TAKE PARCEL IN THE SE 1/4 OF THE NW 1/4 OF SEC 32-45-24	DATE: 2/17/05	SCALE:
	PROJECT No: 020504	DWG No: 08_0010SKD1 SHEET: 2 OF 2

Division of County Lands

Ownership and Easement Search

Search No. 22185

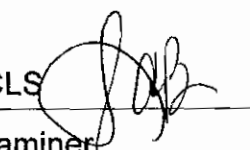

Date: August 16, 2002

Parcel:

Project: Gladiolus Drive Project #4083

To: Karen L.W. Forsyth
Director

From: Shelia A. Bedwell, CLS
Real Estate Title Examiner


No charges as of 11/14/05


STRAP: 32-45-24-02-0000B.0010

Effective Date: August 6, 2002, at 5:00 p.m.

Subject Property: Lots 1 and 2, Block B, Little Harlem Park, as recorded in Plat Book 9, Page 18, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Mary J. Washington

by those certain instruments recorded July 2, 1976, recorded February 9, 1977, in Official Record Book 1181, Pages 1864, 1865, 1866, 1867 and 1868, Public Records of Lee County, Florida.

Easements:

1. Six foot easement for public utilities along the rear boundary, as shown on recorded plat.
2. Deeds recorded February 9, 1977 in Official Record Book 1181, Pages 1864 - 1868, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Note: The legal descriptions on each of the deeds recorded in Official Record Book 1181, Pages 1864 through 1868, Public Records of Lee County, Florida, reflect Block 8, not Block B. This must be addressed and resolved by the Title Company or the Attorney that handles the transfer to the County.

Tax Status: ²⁰⁰⁵ ~~2004~~ Ad Valorem Taxes are PAID IN FULL.
(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. 23

Gladiolus Drive Widening Project,
No. 4083

NO SALES in PAST 5 YEARS

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