

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

**Blue Sheet No. 20060045**

**1. ACTION REQUESTED/PURPOSE:**

Approve Purchase Agreement for acquisition of Parcel 56, 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:** Approve.

4. Departmental Category: 6

**C66**

5. Meeting Date: **02-07-2006**

**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 *[Signature]*

**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee Simple interest in 50.03 square feet of vacant land.

**Property Details:**

**Owner:** April Alexander  
**Address:** 15361 Wall Drive, Fort Myers  
**STRAP No.:** 32-45-24-00-00010.0020

**Purchase Details:**

Purchase Price: \$2,500  
 Costs to Close: \$500

**Appraisal Information:**

An appraisal has not been obtained for this property.

**Account:** 20408318804.506110

**Staff Recommendation:** Staff is of the opinion that the purchase price can be justified based upon the anticipated cost, estimated to be \$2,500, for appraisals and the cost associated with condemnation proceedings, potential land value increases and attorney's fees.

**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>[Signature]</i>			<i>AD .119 and 1-20</i>	<i>[Signature]</i>	Analyst <i>[Signature]</i> 1/24/06	Risk <i>[Signature]</i> 1/24/06	Grants <i>[Signature]</i> 1/24/06	Mgn. <i>[Signature]</i> 1/24/06	<i>W.S. Duke</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: <i>[Signature]</i>
1-23-06
10am
COUNTY ADMIN
FORWARDED TO: <i>[Signature]</i>
<i>1/23/06</i>
<i>5:07 PM</i>

Rec. by CoAtty
Date: <i>1/23/06</i>
Time: <i>3:45 PM</i>
Forwarded To: <i>[Signature]</i>
<i>1/23/06 1:20 am</i>

Agreement for Purchase and Sale of Real Estate  
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This document prepared by  
Lee County Division of County Lands  
Project: Gladiolus Drive Widening, No. 4083  
Parcel: 56  
STRAP No.: 32-45-24-00-00010.0020

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 16 day of January, 2006 by and between April Alexander, a single person, hereinafter referred to as SELLER, whose address is 15361 Wall 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 50.03 square feet more or less, and located at 15361 Wall 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.

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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 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.

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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.

**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:

April Alexander  
April Alexander

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"**

PARCEL 56

## DESCRIPTION

OF

A triangular shaped parcel or tract of land lying in and being a part of a parcel of land recorded in Official Record Book 3266 at Pages 1435-1436, Section 32, Township 45 South, Range 24 East, Official Records of Lee county Florida, said parcel or tract being described as follows:

Commencing at the Point of Beginning at the southwest corner of the parcel of land lying in Section 32, Township 45 South, Range 24 East, Lee County, Florida and at the point of intersection of the north right of way line of Gladiolus Drive C.R. 865 and the east right of way line of Wall Drive, said parcel described and recorded in Official Record Book 3266 at Pages 1435-1436, aforesaid public records, thence run N 01° 05' 03" W along the east right of way line of Wall Drive for a distance of 10.00 feet ; thence (departing said right of way line) run S 45° 59' 18" E for a distance of 14.17 feet to a point on the north right of way line of Gladiolus Drive; thence run S 89° 06' 27" W for a distance of 10.00 feet to the point of beginning containing 50.03 square feet (0.0011 acres) more or less..

Bearings mentioned hereinabove are State Plane Coordinate for the Florida West Zone based on the centerline of Gladiolus Drive from Station 134+42.49 to Station 175+00.98 as being N 89° 06' 27"E.



Arthur W. Parsons, County Surveyor  
Professional Surveyor and Mapper  
Florida Certificate No. LS-2987

# Exhibit "A"



### LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- O.R. OFFICIAL RECORD
- P.G. PAGE
- SEC. SECTION
- COR. CORNER
- (D) DEED
- (C) CALCULATED
- (P) PLAT
- R/W RIGHT OF WAY
- C/L CENTERLINE

### NOTE:

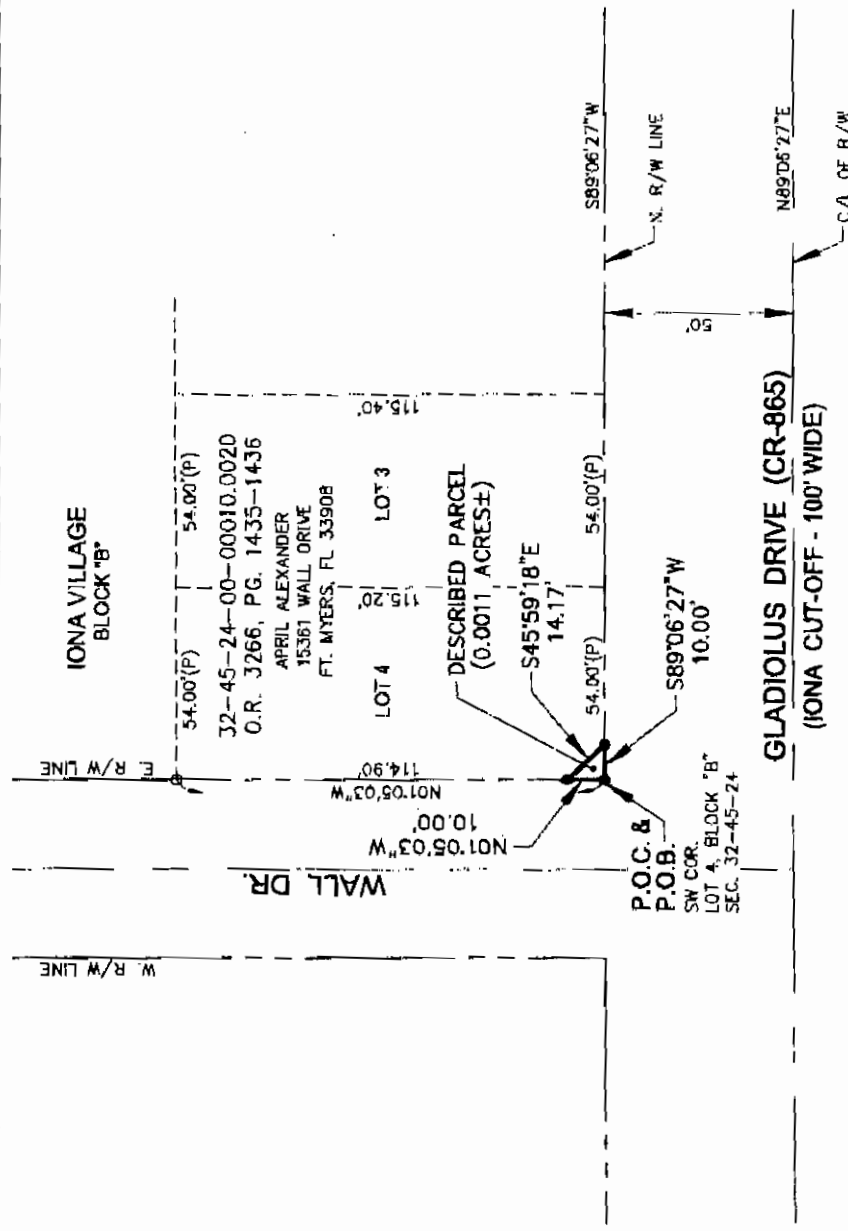
BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE FLORIDA WEST ZONE BASED ON THE CENTERLINE OF GLADIOLUS DRIVE FROM STATION 134+42.49 TO STATION 175+00.88 AS BEING N89°06'27"E.

PARCEL 56

NOT A SURVEY  
 SKETCH IS TO ACCOMPANY  
 A LEGAL DESCRIPTION  
 OF

A PARCEL OR TRACT OF LAND  
 LYING IN SECTION 32, TOWNSHIP 45 S.,  
 RANGE 24 E., LEE COUNTY, FLORIDA

DEPARTMENT OF PUBLIC WORKS		SHEET NO.
TRANSPORTATION DIVISION		2 of 2
Designed by: A.W.P.	Date: 10/05	Disk: 200005
Drew by: D.O.K.	Date: 09/05	Scale: 1"=40'
CHK'd: A.W.F.	Date: 10/05	050272701



### SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 81G17-5 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

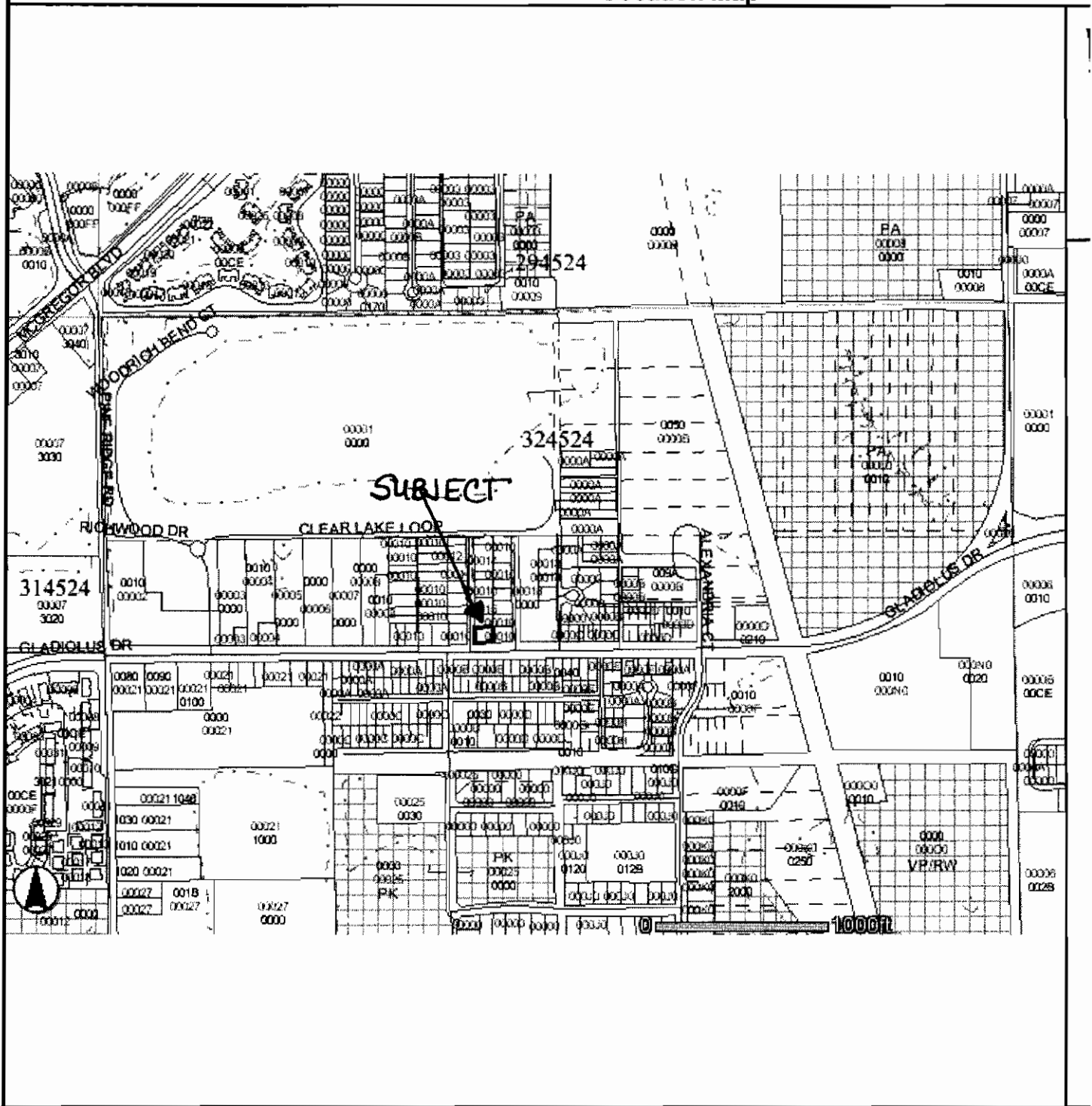
DATE 10/05

Arthur W. Parsons, County Surveyor  
 Professional Surveyor & Mapper  
 License No. 1 C-2687

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



### Location Map



**Division of County Lands**

**Ownership and Easement Search**

Search No. 22270  
Date: December 11, 2002  
Parcel:  
Project: Gladiolus Drive Project 4083

To: Karen L. W. Forsyth  
Director

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

STRAP: 32-45-24-00-00010.0020

*No other changes as of  
12/17/2005*

Effective Date: November 28, 2002, at 5:00 p.m.

**Subject Property:** A parcel of land situated in the State of Florida, County of Lee, Section 32, Township 45 South, Range 24 East, being a part of a parcel described in Official Records Book 1581, Page 24, and Official Records Book 1581, Page 25, and further described as follows:

The West 108.00 feet of the East 507.00 feet of the Northeast one quarter (NE 1/4) of the Southeast one quarter (SE 14/) of the Northwest one quarter (NW 1/4) of Section 32, Township 45 South, Range 24 East, Lee County, Florida. Less and except the Northerly 525.00 feet thereof. Less and except the road right of way for Gladiolus Drive. (C.R. 865)

Title to the subject property is vested in the following:

**April Alexander**

by that certain instrument dated June 6, 2000, recorded June 12, 2000, in Official Record Book 3266, Page 1435, Public Records of Lee County, Florida.

**Easements:**

None found of record.

NOTE (1): Notice of Lot Split Approval, recorded in Official Record Book 2685, page 2465, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by April Alexander, a single person to Habitat for Humanity of Lee County, Inc., a Florida not for profit corporation, by instrument dated June 6, 2000, recorded June 12, 2000, in Official Record Book 3266, Page 1437 ; thereafter mortgage was assigned to Sun Trust Bank, by Assignment of Mortgage, recorded April 16, 2001, in Official Record Book 3395, Page 636, Public Records of Lee County, Florida.

*2005*

**Tax Status:** ~~2002~~ 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. 56

Gladiolus Drive Widening Project,  
No. 4083

**NO SALES in PAST 5 YEARS**

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