

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

Blue Sheet No. 20020237

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of Parcel 1507, a vacant non-waterfront property in Cape Coral, for the Veterans Memorial Parkway Extension, Chiquita to Surfside, Project No. 5020, in the amount of \$5,900.00, pursuant to the terms and conditions as set forth in the Purchase Agreement; authorize payment of necessary fees to close; 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 later date.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 1

C6A

3. MEETING DATE:
04-02-2002

4. AGENDA:		5. REQUIREMENT/PURPOSE:		6. REQUESTOR OF INFORMATION	
<input checked="" type="checkbox"/> CONSENT		(Specify)		A.	
<input type="checkbox"/> ADMINISTRATIVE		<input checked="" type="checkbox"/> STATUTE	125	B. DEPARTMENT	Independent
<input type="checkbox"/> APPEALS		<input type="checkbox"/> ORDINANCE		C. DIVISION	County Lands <i>TLM 3-11-02</i>
<input type="checkbox"/> PUBLIC		<input type="checkbox"/> ADMIN.		BY	<i>Karen L. W. Forsyth, Director</i>
<input type="checkbox"/> WALK ON		<input type="checkbox"/> OTHER			<i>KLW</i>
TIME REQUIRED:					

7. BACKGROUND:

The Division of County Lands has been requested by the Department of Transportation to acquire right-of-way for the Veterans Memorial Parkway Extension, Chiquita to Surfside, Project No. 5020. This acquisition consists of a vacant non-waterfront property, further identified as Lots 1 and 2, Block 4847, Cape Coral, Unit 71, (Strap Number 28-44-23-C3-04847.0010).

The owner of Parcel 1507, Keith J. Dinsdale, has agreed to sell the subject parcel to the County for \$5,900.00, and closing costs of approximately \$600.00. The Seller is responsible for real estate broker fees, if any. The appraised value of the parcel is \$4,400.00. The parcel was appraised by Stephen A. Cunningham, MAI, of Stephen A. Cunningham & Associates, Inc.

County staff is of the opinion that the purchase price increase of \$1,500 above the appraised value can be justified considering the costs associated with condemnation proceedings estimated to be between \$2,000 - \$3,000, excluding land value.

Staff recommends the Board approve the Requested Motion.

Funds are available in Account No. 20502030721.50.6110
 20 - Capital Projects
 5020 - Veterans Memorial Parkway Surfside to Chiquita
 307 - Transportation Capital Improvement
 21 - Cape Coral Capital
 50.6110 - 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>3/19/02</i> <i>[Signature]</i>	<i>N/A</i>	<i>11A</i>	<i>BAD</i> <i>3/12/02</i>	<i>[Signature]</i> <i>3/19/02</i>	<i>3/20/02</i>	<i>3/20/02</i>	<i>03/21/02</i>	<i>3-20-02</i>	<i>[Signature]</i> <i>3-21-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

by CO. ATTY.
3/19/02
1156
CO. ATTY.
FORWARDED TO:
Co. ADMIN.
3-20-02 8:10

RECEIVED BY
COUNTY ADMIN.
3/20 9:10
COUNTY ADMIN.
FORWARDED TO:
3/21 4:00

Lee County Public Works
County Lands Division
Project: 4034 changed to 5020
Parcel: 1507
STRAP No.: 28-44-23-C3-04847.0010

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 _____ day of _____, 2001 by and between Keith Dinsdale hereinafter referred to as SELLER, whose address is 239 Engleburn Avenue, Peterborough, ON. K9H 1S5, Canada 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 described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Veterans Memorial Parkway Extension Project, hereinafter called "the Project."

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("PurchasePrice") will be (\$5,900.00), 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 \$5,900.00 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) utility services up to, but not including the date of closing;
- (b) taxes or assessments for which a bill has been rendered on or before the date of closing;

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (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) payment of partial release of mortgage fees, if any;
- (d) SELLER's attorney fees not to exceed \$200, if any.
- (e) Recording fee for deed;
- (f) 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 may elect to accept the Property in its existing 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 or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES, TO THE BEST OF SELLER'S KNOWLEDGE: The SELLER hereby warrants and represents that, to the best of SELLER'S knowledge, the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. To the best of SELLER'S knowledge, 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, to the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER'S knowledge, there is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that, to the best of SELLER'S knowledge, 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.

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:

Carl Sheane

G. Blakely

SELLER:

Keith Dinsdale
Keith Dinsdale (Date)

BUYER:

CHARLIE GREEN, CLERK

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)

(DATE)

Exhibit "A"

Subject Property: Lots 1 and 2, Block 4847, Unit 71, Cape Coral Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 22, Page 88, Public Records of Lee County, Florida.

Updated In House Title Search

Search No. 21542/B

Date: March 7, 2002

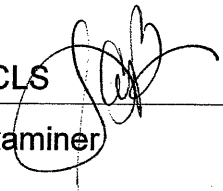
Parcel: 1507

Project: Veterans Parkway

Extension, #4034

To: Teresa L. Mann, SR/WA
Property Acquisition Agent

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



STRAP: 28-44-23-C3-04847.0010

An update has been requested of In House Title Search No. 21542/B which covers the period beginning January 1, 1940 at 8:00 a.m. and is now complete through February 19, 2002 at 5:00 p.m.

Subject Property: Lots 1 and 2, Block 4847, Unit 71, Cape Coral Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 22, Page 88, Public Records of Lee County, Florida.

DECEASED (DEATH CERTIFICATE ATTACHED)

Keith J. Dinsdale and Margaret Dinsdale, husband and wife

By that certain instrument dated April 2, 1984, recorded June 7, 1984, in Official Record Book 1730, Page 1529, Public Records of Lee County, Florida.

Subject to:

1. Easement Dedication as shown on subject plat: "The Owners of this property do hereby dedicate easements along each boundary of each homesite for county drainage and for public utilities, said easements not to exceed 6 feet each side of said boundaries."
2. The City of Cape Coral has sewer, water, seawall, stormwater and lot mowing assessments. The assessments shown in this search, if any, are hereby limited to only that which the City of Cape Coral has filed in the Public Records of Lee County, Florida, which contains the property description, Name of Owner and lien amount. The City of Cape Coral should be contacted for any other assessment information. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
3. Resolution No. 31-98, dated August 24, 1998, recorded October 23, 1998 in Official Record Book 3027, Page 3010, Public Records of Lee County, Florida. Said resolution pertains to the levying of an assessment lien for delinquent stormwater utility fees. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
4. Resolution No. 48-01, dated September 14, 2001, recorded December 6, 2001 in Official Record Book 3534, Page 2630, Public Records of Lee County, Florida. Said resolution pertains to the levying of an assessment lien for delinquent lot mowing fees. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Tax Status: 2000 and 2001 Ad Valorem Taxes are UNPAID. See tax bill print-out.

FUNERAL DIRECTORS STATEMENT OF DEATH

We certify that Margaret L. Dinsdale Societas 18 91
died at Peterborough on the 11 day of May

The funeral of the above named deceased person was conducted by this Funeral Home on
the 15 day of May 19 91

with Interment at Keene Cemetery

Our records show the next-of-kin to be:

NAME Keith Dinsdale

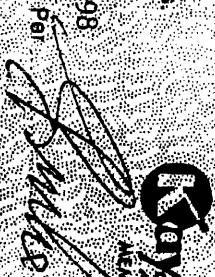
ADDRESS: 823 Sheridan Place

RELATIONSHIP: Husband

We certify the above to be a true statement from our records.

Dated in Peterborough

this 1 day of August 18 98

Per 
MYERS
Funeral Directors
MEMORIAL CHAPEL

VALUE FINDING

\$2,500 MIN to \$10,000 MAX

Parcel Owner Dinsdale, Keith J and Margaret

Parcel Number 1507

Address of Property 2335 SW 19th Avenue

Sec/Job Number 4034

Cape Coral, Florida 33914

WI Number N/A

County Lee

Location of Legal Description Attached

FA Number N/A

Brief Description of Take:

Lots 1 and 2, Block 4847, Cape Coral, Unit 71, according to the map or plat thereof filed and recorded in the Office of the Clerk of Circuit Court, in Plat Book 22, Page 94, Public Records of Lee County, Florida.

Acquisition: 11,117sf AC/Sq.Ft. @ \$4,400/buildable site/Ac. or Sq.Ft. Value of \$4,400.00

[Give Data Book reference or otherwise give source of unit values. In lieu of data book comparable sales data may be attached to this form.]
I have concluded that the unit value of the remainder property and the improvements thereon are the same in the after condition as in the before, other than estimated cost to cure, if shown below.

List Improvements Taken and Basis of Valuation.

None

Estimated Value \$N/A

[Give Marshall Swift or other reference and indicate unit values and depreciation factors.]

Total Improvement Value

\$N/A

Cost to Cure

\$N/A

[Reference source of unit values.]

Total Value of Acquisition

\$4,400.00

CERTIFICATE OF VALUE FINDING

WI No.: N/A Section/Job No.: 4034 State Road: N/A
 County: Lee Parcel No.: 1507 FA No.: N/A

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are my personal, unbiased, professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions that were developed.
5. This is a LIMITED REPORT which may be subject to review by the Florida Real Estate Appraisal Board, and which calls for something less than required by the standards for the development or communication of a certified appraisal report. The valuation problem and the abbreviated reporting format are JURISDICTIONAL EXCEPTIONS to the requirements of USPAP.
6. I have made a personal inspection of the property on November 21, 1998 [date(s)] that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also on November 21, 1998 [date(s)] made a personal field inspection of the comparable sales relied upon in making this appraisal.
7. No persons other than those named herein provided significant professional assistance to the person signing this report. Mrs. Amy L Murphy, State-Registered Associate Real Estate Appraiser, Certificate No. 0003099, under the supervision of Stephen A Cunningham, State-Certified General Real Estate Appraiser, Certificate No. 0000300, MAI, SRA, has provided significant professional assistance in the data retrieval, verification, and valuation of the subject parcels.
8. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a transportation facility to be constructed by the State of Florida with the assistance of Federal-aid highway funds, or other Federal or State funds.
9. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for highway purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are noncompensable under the established law of the State of Florida, nor does this value include project influence or relocation assistance benefits.
10. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Florida Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings. However, our client is Mr. Robert Clemens, Program Acquisition Manager of the Lee County Department of Public Works, and it is assumed that the above noted entities have granted our client and/or his official designees permission to analyze the results of this appraisal.
11. Statements supplemental to this certification, as required by membership or candidacy in a professional appraisal organization, are described as an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgement, my opinion of the market value for the part taken, including cost to cure damages, if any, of the property appraised as of the 21st day of November, 1998, is:

\$4,400.00

Market Value should be allocated as follows:


LAND	\$4,400.00
IMPROVEMENTS	\$ 0.00
COST TO CURE	\$ 0.00
TOTAL	\$4,400.00

LAND AREA (Ac/SF) 11,117sf
 PROPERTY TYPE CODE* (1234)UVHW

Property Type Codes:

- | | | |
|---------------|------------------------|-------------------|
| 1. R-Rural | 3. H-(Home) Residence | 4. W-Whole Taking |
| U-Urban | B-(Business) | P-Partial |
| | F-(Factory) Industrial | |
| 2. I-Improved | A-Agricultural | |
| V-Vacant | S-Special Purpose | |

November 21, 1998
 DATE


 APPRAISER
 Stephen A. Cunningham, MAI, SRA
 State-Certified General Real Estate Appraiser
 Certificate Number 0000300

5-Year Sales History

Parcel No. 1507

Veterans Memorial Parkway Extension, Chiquita to Surfside, Project No. 5020

Grantor	Grantee	Sale Date	Purchase Price	Arms Length
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NO SALE IN THE PAST 5 YEARS