

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

**Blue Sheet No. 20030654**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$900.00, for Parcel 11, Charlee Road Paving MSBU, Project No. 4082, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize Chairman on behalf of the BoCC to execute Purchase Agreement if offer is accepted by Seller; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction and payment of all recording fees.

**WHY ACTION IS NECESSARY:** The Board must formally authorize the making of a binding offer to a property owner pursuant to F.S. §73.015 prior to initiation of condemnation proceedings.

**WHAT ACTION ACCOMPLISHES:** Makes binding offer to property owner as required by F.S. §73.015, as amended.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 4

*C6D*

**3. MEETING DATE:**  
*06-17-2003*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE 73.125
- ORDINANCE
- ADMIN.
- OTHER Resolution of Necessity  
Blue Sheet No. 20030045

**6. REQUESTOR OF INFORMATION**

- A. COMMISSIONERS
- B. DEPARTMENT *Independent Division*
- C. DIVISION *County Lands*
- BY *Karen L.W. Forsvth, Director*

**7. BACKGROUND:**

The Division of County Lands has been requested by the Division of Public Resources' MSTBU Office to acquire property that is necessary for the Charlee Road Paving MSBU, Project No. 4082.

This acquisition consists of unpaved road right of way, further identified as part of (STRAP Number 06-43-23-00-00004.0150).

F.S. §73.015, as amended, requires the County to submit a binding offer to the property owner prior to the initiation of condemnation proceedings. The County obtained an appraisal dated March 24, 2003, performed by J. Lee Norris, MAI SRA, indicating a value of \$400.00. The binding offer to the property owner, Mark Metzler and Gwynne Metzler, husband and wife is for \$900.00. Should the property owners agree to accept this offer, condemnation proceedings will not be required. If the property owners elect not to accept this offer, then condemnation proceedings may be commenced.

Staff is of the opinion that the purchase price increase of \$500.00 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$1,500.00 - \$3,000.00 excluding land value increases and attorney fees.

Staff recommends the Board approve the Requested Motion.

Funds will be made available in account 80408235280.503150

ATTACHMENTS: Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, Sales History

**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. Forsvth</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i> 6-3-03	OA <i>CP 6/5/03</i>	OM <i>MS 6/5/03</i>	RISK <i>JS 6/5/03</i>	GC <i>MY 6/5/03</i>	<i>[Signature]</i> 6-5-03

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty

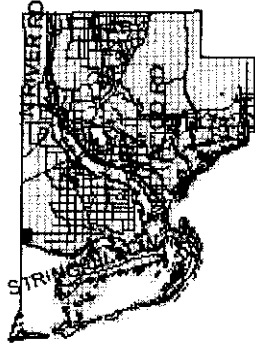
Date: *6/3/03*

Time: *8:00 am*

Forwarded To:  
*Co. Atty*  
*6/3/03 10 AM*

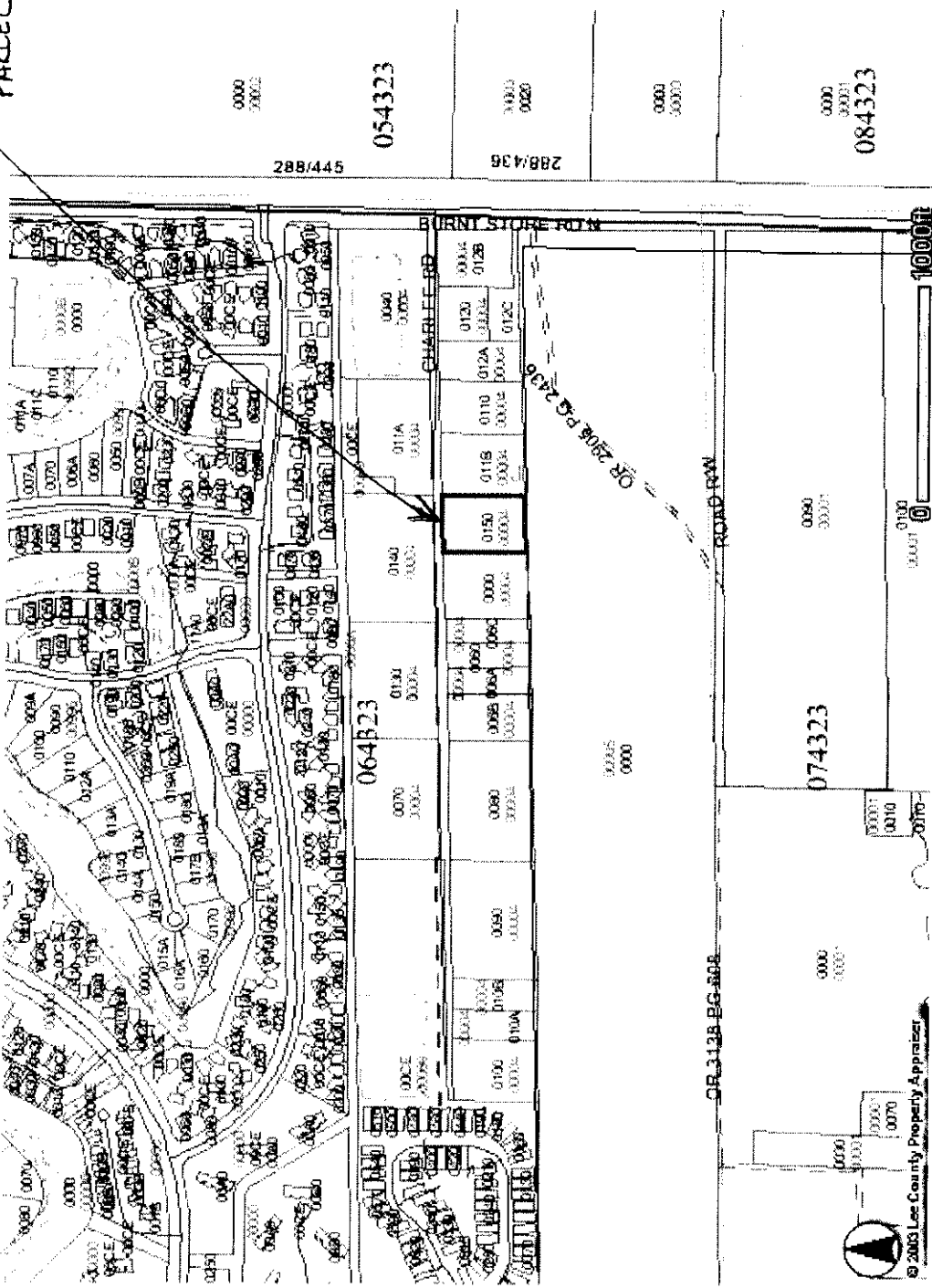
*RCVD CAD 6/3 10:30 - FW*  
*6/5 - 85*

# Parcel 11 Charlee Road MSBU Project



- Legend**
- Selected Features
  - Lot
  - Black
  - Easement Labels
  - Easements
  - Parcels
  - Parcel Hooks
  - Hydro Features
  - Road Center Line
  - Section Lines
  - City Limits
  - Banna Springs
  - Cape Cora
  - Fort Myers
  - Sanibel
  - Town of Fort Myers Beach
  - Commissioner Districts

SUBJECT PARCEL



This document prepared by  
Lee County Division of County Lands  
Project: Charlee Road Paving MSBU  
Parcel: 11  
STRAP No.: 06-43-23-00-00004.0150

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 \_\_\_\_\_, 2003 by and between **Mark Metzler and Gwynne Metzler**; hereinafter referred to as SELLER, whose address is 17111 Charlee Road, Punta Gorda, Florida 33955, **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 **6788 square feet** more or less, and located at 17111 Charlee Road, Punta Gorda, Florida, 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 Charlee Road Paving MSBU Project, 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 **Nine Hundred and no/100 dollars (\$900.00)**, 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 may 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 **\$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) 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

SELLER:

\_\_\_\_\_  
Mark Metzler (DATE)

\_\_\_\_\_  
Gwynne Metzler (DATE)

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)

Parcel 11

APRIL 9, 2002  
JOB NO. 01-7001  
01-7001SK12A.doc

Schedule A

SHEET 1 OF 2

A 30 FOOT WIDE PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA.

DESCRIPTION OF PARCEL

A 30 FOOT WIDE PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 30.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

O.R. 2218, PAGE 3090, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THE EASTERLY 2.1558 ACRES OF LOT 12, OF CHAR-LEE RANCHETTES, UNRECORDED LOCATED IN SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

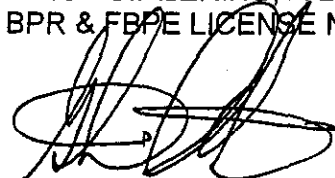
FROM THE SOUTHEAST CORNER OF SAID SECTION 6, RUN N.0°41'43"E., ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 830.68 FEET; THENCE S.88°22'18"W., PARALLEL TO THE SOUTH LINE OF SAID SECTION 6, 1340.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.88°22'18"W., 226.28 FEET; THENCE N.0°42'25"E., 415.35 FEET; THENCE N.88°22'18"E., 226.28 FEET; THENCE S.0°42'25"W., 415.35 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

CONTAINING 6788 SQUARE FEET MORE OR LESS.

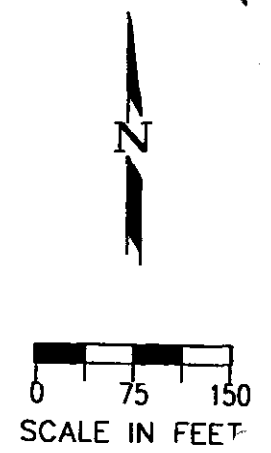
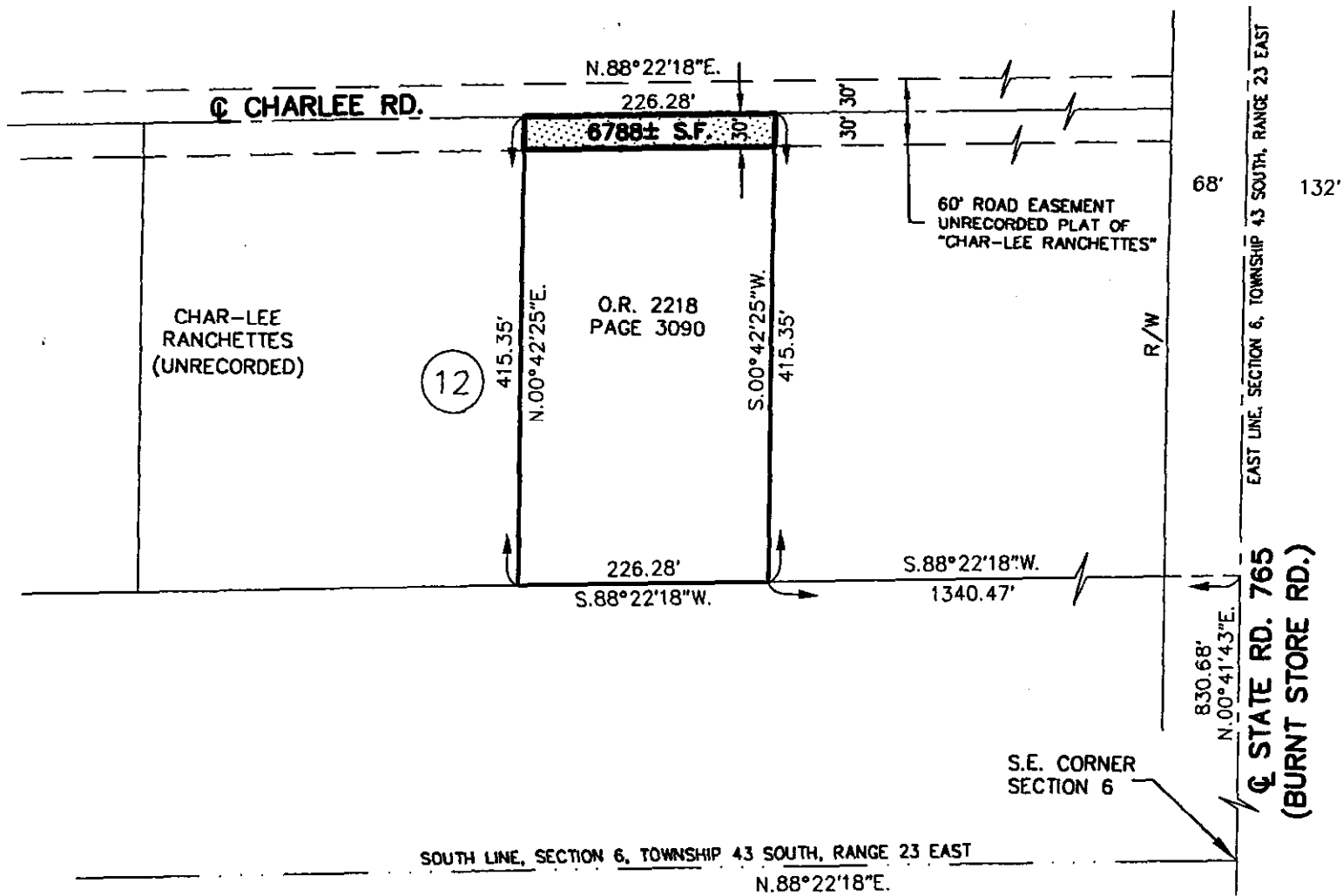
REFER TO 8 1/2" X 11" SKETCH. (SHEET 2 OF 2)

INK ENGINEERING, A DIVISION OF LBFH INC.  
BPR & FBPE LICENSE NO. 959



GLENN C. ADAMS, FOR THE FIRM  
PROFESSIONAL LAND SURVEYOR  
FL. CERT. NO. 6062





LEGEND	
O.R.	OFFICIAL RECORD
S.F.	SQUARE FEET

REFER TO ATTACHED DESCRIPTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.

BEARINGS (IF SHOWN HEREON) ARE BASED UPON THE CENTERLINE OF CHARLEE ROAD BEING N.88°22'18"E.

*[Signature]*  
 GLENN C. ADAMS, FOR THE FIRM  
 PROFESSIONAL LAND SURVEYOR  
 FLA. CERTIFICATE NO. 6062

SHEET 2 OF 2

# SKETCH (NOT A SURVEY)

A 30' WIDE PARCEL OF LAND

LYING IN

SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST  
 LEE COUNTY, FLORIDA

DATE	4/09/02
SCALE	1"=150'
DRAWN	G.C.A.
CHECK	
APPROVED	

**Ink Engineering**  
 CONSULTING CIVIL ENGINEERS,  
 SURVEYORS & MAPPERS  
*"Partners For Results,  
 Value By Design"*  
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FILE: 01-7001SK12A

JOB NO.:  
**01-7001**

# Executive Title Insurance Services, Inc.

11

1136 NE Pine Island Road  
Cape Coral, Florida 33909

No changes as of 5/6/03  
ESE

File No.: LTP-1318

## OWNERSHIP AND ENCUMBRANCE REPORT

THIS CERTIFIES, that according to the records in the Office of the Clerk of the Circuit Court Lee County, State of Florida, Effective Date: **March 3, 2002 at 5:00 PM.**, Mark Metzler and Gwynne Metzler, Husband and Wife, is/are the apparent record owner(s) of the following described land (hereinafter referred to as the "Property"), situate, lying and being in the County of Lee, State of Florida, to-wit:

### LEGAL DESCRIPTION:

The Easterly 2.1558 acres of Lot 12, of Char-Lee Ranchettes, unrecorded, located in Section 6, Township 43 South, Range 23 East, Lee County, Florida; more particularly described as follows: From the Southeast corner of said Section 6, run North 0 degrees 41' 43" East, along the East line of said Section 6, a distance of 830.68 Feet; thence South 88 degrees 22' 18" West, parallel to the South line of said Section 6, 1340.47 Feet to the Point of Beginning; thence continue South 88 degrees 22' 18" West, 226.28 Feet; thence North 0 degrees 42' 25" East, 415.35 Feet thence North 88 degrees 22' 18" East, 226.28 Feet; thence South 0 degrees 42' 25" West, 415.35 Feet to the Point of Beginning; subject to a 30.0 Foot Road Easement over and across the Northerly boundary thereof. Subject to a retained 1/2 interest in and to all of the Oil, Gas and Mineral Rights in, on or under said property as retained by Grantor, R. V. Rickord, a single man, in Warranty Deed dated October 14, 1949 and filed October 17, 1949, in Deed Book 197, at Page 289, of the Public Records of Lee County, Florida; Together with the Right of Ingress and Egress over and across a 60 Foot road Right-of-Way, the center line of which is described as beginning at a point on the East line of said Section 6 being 1245 Feet North of the Southeast corner of said Section 6 and run West for approximately 1566.75 Feet to the Northwest corner of the above referenced property and the end of the subject center line.

### SUBJECT TO THE FOLLOWING:

(The items shown herein are the only pertinent instruments affecting the above land, for the period stated above)

1. Warranty Deed recorded in Official Record Book 2218, Page 3090.
2. Mortgage recorded in Official Record Book 2717, Page 3693.
3. Mortgage recorded in Official Record Book 2729, Page 539.
4. Mortgage recorded in Official Record Book 2969, Page 225.

***THIS COMPANY, in issuing this O & E Report (hereinafter referred to as the "Report"), assumes no liability on account of any instrument or proceedings, in the chain of title to the Property, which may contain defects that would render such instrument or proceedings null and void or defective. All instruments in the chain of title to the Property are assumed to be good and valid.***

***The Company's liability for this Report is limited to \$1,000 and extends only to the Customer who placed the order with the Company. No one else may rely upon this Report. Customer, by accepting this Report, agrees***

**OWNERSHIP AND ENCUMBRANCE REPORT (continued)**

*The Company's liability for this Report is limited to \$1,000 and extends only to the Customer who placed the order with the Company. No one else may rely upon this Report. Customer, by accepting this Report, agrees to indemnify and hold Company harmless from any claims or losses in excess of the limited amount stated above. This Report contains no expressed or implied opinion, warranty, guarantee, insurance or other similar assurance as to the status of title to real property. This report should only be relied upon for title information and, therefore, should be verified by a commitment for title insurance.*

**Date:** March 12, 2002.

**Executive Title Insurance Services, Inc.**

**BY:**

  
Authorized Signature

# 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

March 24, 2003

Public Works Department/County Lands  
P.O. Box 398  
Fort Myers, Florida 33902  
Attention: Michelle McNeill,  
Acquisition Agent

Re: Vacant Land - Partial Acquisition  
Project No. 4082 CPMSBU - Parcel11  
Charlee Road MSBU  
Punta Gorda, Florida 33955

Dear Ms. McNeill:

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 acquired. This parcel is within the alignment of the Charlee Road Right of Way. There is a single family dwelling on the remainder portion which is not impacted by this partial acquisition and therefore the subject is appraised as vacant land.

The parent tract contains road frontage along the south side of the Charlee Road Right of Way, west of Burnt Store Road. The parent tract contains 93,985 square feet or 2.16 acres, more or less. The remainder parcel is estimated to contain 87,197 square feet. Based upon documentation provided to the appraiser the part acquired contains 6,788 square feet.

For the purposes of the valuation of the subject property, we have been asked to value the portion of the site being acquired for the road project. In the course of this analysis we have estimated the value of the parent parcel and the value of the remainder tract with the difference in these two values being the value of the part acquired.

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 that portion of the subject property being acquired for the Charlee Road CPMSBU Project has a market value on March 24, 2003 of:

**FOUR HUNDRED DOLLARS ..... (\$400.00).**

In the course of our analysis and valuation of the subject property we found that the parent parcel containing 93,985 square feet had an estimated value of \$22,200. The value of the site after acquisition was estimated at \$21,800 based on a 87,197 square foot remainder parcel. The differences in these two values is the market value of that portion of the property being acquired.

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

Michelle McNeill  
March 24, 2003  
Page 2

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 were 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.

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 to prepare the appraisal of the subject property.

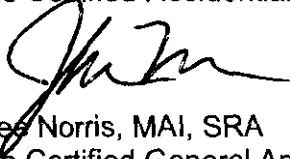
If you should have any questions relating to this or any other matter, please do not hesitate to call upon us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



R. Nick Vetter, Associate  
State Certified Residential Appraiser #0001510



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

# 5-Year Sales History

Parcel No. 11

Charlee Road Paving MSBU Project, No. 4082

**NO SALES in PAST 5 YEARS**

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

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