

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20030628

1. REQUESTED MOTION:

**ACTION REQUESTED:** Approve acquisition of Parcel 119, Gunnery Road/State Road 82 to Lee Boulevard, Project No. 4055 in the amount of \$47,500, pursuant to the Purchase Agreement; 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 formally accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 5 *C6A*

*07-01-2003*

4. AGENDA:

5. REQUIREMENT/PURPOSE:

6. REQUESTOR OF INFORMATION

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

- (Specify)
- STATUTE FS 125.355
  - ORDINANCE
  - ADMIN.
  - OTHER

A. COMMISSIONER  
 B. DEPARTMENT Independent  
 C. DIVISION County Lands *SP*  
 BY: Karen L. W. Forsyth, Director *KLF*

TIME REQUIRED:

7. **BACKGROUND:** The Division of County Lands has been requested by the Department of Transportation to acquire right of way for the Gunnery Road/State Road 82 to Lee Boulevard, Project No. 4055. The project consists of widening the existing two lane roadway to a four lane divided roadway with curbs and gutters, sidewalks, stormwater management facilities, and accommodations for a future six lane expansion. The subject parcel is needed as a part of the Access Management Plan to construct a new street between Gunnery Road and Gretchen Avenue South across from 18<sup>th</sup> Street SW.

This acquisition consists of the fee interest in Parcel 119 further identified as STRAP Nos. 04-45-26-05-00010.0220, 0230, & 0240. This parcel, containing 26,250 square feet of unimproved commercial land, is zoned C-2. The owner of Parcel 119, Chesterfield Insurance Agency, Inc., an Ohio corporation, has agreed to sell the subject parcel for \$47,500. Lee County is to pay closing costs of approximately \$2,000.

Pertinent market data is attached hereto.

Staff recommends the Board approve the requested motion.

- Funds are available in Account 20405518803.506110
- 20 - CIP
  - 4055 - Gunnery Road/SR 82 to Lee Boulevard
  - 18803 - Impact Fees - Roads - East Lee County
  - 506110 - Land

- Attachments: Appraisal Information  
 Site Location Map  
 Purchase Agreement  
 Affidavit of Interest in Real Property  
 Title Commitment  
 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. Forsyth</i>			<i>GAO</i>	<i>John J. ... 6/13/03</i>	OA	DM	RISK	GC	<i>1/15 6/15/03</i>
					<i>6/11/03</i>	<i>6/17/03</i>	<i>6/11/03</i>	<i>6/11/03</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by ColAtty  
 Date: *6/13/03*  
 Time: *12:39*  
 Forwarded to: *Co. Admin. 6/13/03 3:04*

RECEIVED BY  
 COUNTY ADMIN. *PM*  
*6-13 4:20*  
 COUNTY ADMIN.  
 FORWARDED TO: *HS*  
*6/13/03*

This document prepared by

Lee County  
County Lands Division  
Project: Gunnery Road, Lee Blvd. to SR 82, Project #4055  
Parcel: 119  
STRAP No.: 04-45-26-05-00010.0220, .0230, .0240

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 , 20\_ by and between Chesterfield Insurance Agency, Inc., an Ohio corporation, hereinafter referred to as SELLER, whose address is 3520 Forest Lake Drive, Uniontown, OH 44685, 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 0.6 acres more or less, and located at 1543 Gretchen Avenue S, Lehigh Acres, Florida 33971 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Gunnery Road/Lee Blvd. to SR 82 Project #4055, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Forty Seven Thousand Five Hundred and no/100 dollars (\$47,500.00), 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 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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) 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.
  
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 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 with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** 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. 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. There is no evidence of release of hazardous materials onto or into the Property.

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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 6 of 6

WITNESSES:

Cynthia M Williams

Ed LeBeau

SELLER: Chesterfield Insurance Agency., an Ohio corporation

By: [Signature]  
(DATE) 6/15/03

Jerome E. Nairne, President  
Printed Name & Title

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)

Parcel: 119  
STRAP: 04-45-26-05-00010.0220, .0230 & .0240  
Project: Gunnery Road Widening Project No. 4055

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 15 day of May, 2003 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Chesterfield Insurance Agency, Inc., an Ohio corporation

3520 Forest Lake Drive, Uniontown, Ohio 44685

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Jerome E. Nairue (shareholder) 6015 Janwood Circle Peninsula, OH 44264
2. Edwin W. Benninghoff (shareholder) 5672 Governors Avenue Canton, OH 44713
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as: \_\_\_\_\_  
Described on Exhibit A - attached

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Carissa M Williams  
Witness Signature

Carissa M Williams  
Printed Name

Edwin W Benninghoff  
Witness Signature

Edwin W. Benninghoff  
Printed Name

[Signature]  
Signature of Affiant

Jerome E. Nairue  
Printed Name

Affidavit of Interest in Real Property  
Parcel: 119  
STRAP: 04-45-26-05-00010.0220, .0230 & .0240  
Project: Gunnery Road Widening Project No. 4055

STATE OF OHIO  
COUNTY OF SUMMIT

SWORN TO AND SUBSCRIBED before me this 16<sup>th</sup> day of May, 2003 by \_\_\_\_\_  
Jerome E. Nairne, President  
(name of officer or agent, title of officer or agent)

of Chesterfield Insurance Agency, Inc., an Ohio  
(name of corporation acknowledged)

corporation, on behalf of the corporation.

(SEAL)

*Denise Cramer*  
(Notary Signature)  
**DENISE M. CRAMER, Notary Public**  
State of Ohio  
My Commission Expires Mar. 13, 2005  
(Print, type or stamp name)

Personally known ✓  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

Exhibit "A"  
Gunnery Road/Lee Blvd. to SR 82, Project No. 4055  
Parcel 119

Lots 22, 23, and 24, Block 10, Unit 5, Lehigh Estates, Lehigh Acres, Florida, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, page 85, Public Records of Lee County, Florida.

**COMMITMENT**

Plant #	Schedule A Commitment # CM-1-1862-198	Agent/Branch #
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Reinsurance #	Effective Date & Time March 09, 2003 @ 05:00 PM	State & County FL, Lee
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1. Policy or Policies to be issued:  
ALTA LOAN - 1992 (10-17-92) Florida Modified  
Proposed Insured:

Amount

**None**

- ALTA OWNER'S - 1992 (10-17-92) Florida Modified  
Proposed Insured:

Amount

**None**

2. The estate or interest in the land described or referred to in the Commitment and covered herein is  
**Fee Simple**

and is at the effective date hereof vested in:

**Chesterfield Insurance Agency, Inc., an Ohio Corporation**

3. The land is described as follows:

Lot 22, 23 & 24, Block 10, Unit 5, Lehigh Estates, Lehigh Acres, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.

Issued by:  
**Furlong Title Company**  
**12651 McGregor Blvd., 1-102**  
**Ft. Myers, FL 33919**

\_\_\_\_\_  
Countersigned Authorized Signatory

NOTE: This Commitment consists of insert pages labeled as Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert page.

**COMMITMENT**

Plant #	Schedule B - Section 1 Commitment # CM-1-1862-198	Agent/Branch #
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The following are requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to-wit:  
(X) Deed in proper form from Chesterfield Insurance Agency, Inc., an Ohio Corporation, vesting fee simple title in Lee County, a Political Subdivision of the, State of Florida.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
5. Exceptions 3 and 4 of Schedule B - Section 2 of this commitment may be amended in, or deleted from the policy to be issued if a survey, satisfactory to the company, is furnished to the company.
6. Taxes for the year 2002 have been paid in the amount of \$251.10. Tax ID number is 04-45-26-05-00010.0220.
7. Taxes for the year 2002 have been paid in the amount of \$251.10. Tax ID number is 04-45-26-05-00010.0230.
8. Taxes for the year 2002 have been paid in the amount of \$251.10. Tax ID number is 04-45-26-05-00010.0240.

**COMMITMENT**

Plant #

Schedule B - Section 2  
Commitment # CM-1-1862-198

Agent/Branch #

**Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Taxes and assessments for the year 2003, and subsequent years, which are not yet due and payable.
7. Taxes for the year 2002 have been paid in the amount of \$251.10. Tax ID number is 04-45-26-05-00010.0220.
8. Taxes for the year 2002 have been paid in the amount of \$251.10. Tax ID number is 04-45-26-05-00010.0230.
9. Taxes for the year 2002 have been paid in the amount of \$251.10. Tax ID number is 04-45-26-05-00010.0240.
4. Subject to a Public Utility and Drainage easement dedicated along boundary of homesite, not to exceed 6' as recited on plat.
5. Oil, Gas & Mineral reserved in OR Book 1169, Page 2056, OR Book 1169, Page 2057 and OR Book 1169, Page 2058, Public Records of Lee County, Florida.

# 5-Year Sales History

**Parcel No. 119**

Gunnery Road Widening Project No. 4055

**NO SALES in PAST 5 YEARS**

# Appraisal Information

**Parcel No. 119**

Gunnery Road Widening Project No. 4055

Blue Sheet 20030628

The attached Comparable Land Sales Grid from the appraisal of Parcel 136 shows sales from November 1998 through September 2001 from \$1.29 to \$2.86 a square foot

Parcel 136 was appraised at \$2.51 or \$22,000 as of February 13, 2003.

Subject Parcel # 119:

Purchase price of \$47,500 equals \$1.81 per square foot.

Estimated market value is \$65,000 or \$2.51 a square foot, pursuant to the valuation of Parcel 136.

**COMPARABLE LAND SALES GRID**

			3275/2848	3345/4555	3033/2422
OR Book/Page	N/A	N/A	3275/2848	3345/4555	3033/2422
Sale Price	\$60,000	\$44,000	\$37,500	\$32,222	\$22,500
Terms of Sale Motivation	Arms Length				
Adjustment	-0-	-0-	-0-	-0-	-0-
Financing	Cash	Cash	Cash	Cash	Cash
Adjustment	-0-	-0-	-0-	-0-	-0-
Cash Equivalent Sale Price	\$60,000	\$44,000	\$37,500	\$32,222	\$22,500
Sale Date	Pending	Pending	7/00	12/00	11/98
Adjustment	-0-	-0-	-0-	-0-	-0-
Time Adj.\$ Equiv. Sale Price	\$60,000	\$44,000	\$37,500	\$32,222	\$22,500
Adj. Sales Price P.S.F.:	\$2.29	\$2.51	\$1.43	\$1.84	\$1.29
Total Site Size:(S.F.)	26,250	17,500	26,250	17,500	17,500
Zoning	C-2	C-2	C-2	C-2	C-2
Future Land Use Plan Classification	Central Urban				
Location	Gunnery Rd.				
Access	Gunnery Rd.				
Utility Availability	phone, electric				
Highest and Best Use	Potential Commercial Development				

**COMPARABLE LAND SALES GRID (Continued)**

	Sale 7	Sale 8	Sale 9	
OR Book/Page	3328/1477	3393/2773	3413/Various	3497/3285
Sale Price	\$80,000	\$12,000	\$105,000	\$50,000
Terms of Sale Motivation	Arms Length	Arms Length	Arms Length	Arms Length
Adjustment	-0-	-0-	-0-	-0-
Financing	Cash	Cash	Cash	Cash
Adjustment	-0-	-0-	-0-	-0-
Cash Equivalent Sale Price	\$80,000	\$12,000	\$105,000	\$50,000
Sale Date	11/00	4/01	4/01	9/01
Adjustment	-0-	-0-	-0-	-0-
Time Adj. \$ Equiv. Sale Price	\$80,000	\$12,000	\$105,000	\$50,000
Adj. Sales Price P.S.F.:	\$2.29	\$1.37	\$1.71	\$2.86
Total Site Size: (S.F.)	35,000	8,750	61,250	17,500
Zoning	C-2	C-2	C-2	C-2
Future Land Use Plan Classification	Central Urban	Central Urban	Central Urban	Central Urban
Location	Gunnery Rd.	Gunnery Rd.	Gunnery Rd.	Gunnery Rd.
Access	Gunnery Rd.	Gunnery Rd.	Gunnery Rd.	Gunnery Rd.
Utility Availability	phone, electric	phone, electric	phone, electric	phone, electric
Highest and Best Use	Potential Commercial Development	Potential Commercial Development	Potential Commercial Development	Potential Commercial Development



ANNAKALEE ROAD



6

2

3

33

35

36

30

25

25

19

24

21

20

20

ROAD

HORSTAD

HORSTAD

HORSTAD

HORSTAD