

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

Blue Sheet No. 20031423

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 322, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$70,200; 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 accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06	3. MEETING DATE: 12-16-2003
COMMISSION DISTRICT #: 3	

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

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, vacant residential lot

Property Details

Owner: Isaac Kreps, Trustee and Sara Kreps, Trustee
 Address: 24099 Sunny Lane, Bonita Springs
 STRAP No.: 14-47-25-B1-00200.1030

Purchase Details

Purchase Price: \$70,200
 Costs to Close: Approximately \$1,000 (The seller is responsible for attorney fees and real estate broker fees, if any. The County is responsible for future district assessments for road and drainage improvements, which are estimated at \$8,000.)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
 Appraised Value: Salient appraisal data is attached for reference.

Staff Recommendation: County staff recommends that the Board approve the Requested Motion.

Account: 20404318808.506110

20 - CIP; 4043 - Three Oaks Parkway South Extension; 18808 - Road Impact Fees, Bonita; 506110 - Land

Attachments: Purchase Agreement; Appraisal (Location Map Included); Letter from City of Bonita Springs; Title Data; 5-Year 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
K. Forsyth			BAD 11/25	John Dunagan 12-4-03	Apm 12/4/03				[Signature]
					OA 12-4-03	OM 12/6/03	RISK 12/4/03	GC 12-4-03	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 12/2/03
 Time: 2 PM
 Forwarded To:
 Co. Adm.
 12/4/03 9 AM

RECEIVED BY
 COUNTY ADMIN:
 12/4/03
 5002MSK
 COUNTY ADMIN
 FORWARDED TO: B4
 12/4/03 5:00

FUND COMMITMENT**Schedule A****Commitment No.:** CF-1253797**Effective Date:** October 21, 2003 at 11:00 p.m.**Fund File Number** 18-2003-5419**Agent's File Reference:** 03-1293**1. Policy or Policies to be issued:****Proposed Amount of Insurance****OWNER'S:** ALTA Owner's Policy (10/17/92).

\$70,200.00 ✓

Proposed Insured:

Lee County, a Political Subdivision of the State of Florida ✓

MORTGAGEE:**Proposed Insured:****2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:**

Isaac Kreps, as Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000 and Sara Kreps, as Trustee of the Sara Kreps Revocable Trust dated December 19, 2000 ✓

3. The land referred to in this commitment is described as follows:

Tract 103, SAN CARLOS ESTATES, according to the map or plat thereof as recorded in O.R. Book 557 Pages 354 and 355, Public Records of Lee County, Florida. ✓

AGENT NO.: 1371000**ISSUED BY:** Law Offices of John D. Spear PA**MAILING ADDRESS:**200 Bonita Beach Rd Suite 204
Bonita Springs, FL 34135-0000**AGENT'S SIGNATURE**
John D. Spear

Rev.1.2

**FUND COMMITMENT****Schedule B****Commitment No.:** CF-1253797**Fund File Number** 18-2003-5419**I. The following are the requirements to be complied with:**

1. **Payment of the full consideration to, or for the account of, the grantors or mortgagors.**
2. **Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:**
 - a. **Warranty Deed from Isaac Kreps, individually and as Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000; and Sara Kreps, individually and as Trustee of the Sara Kreps Revocable Trust dated December 19, 2000 to the proposed insured purchaser(s). (Stating husband and wife or not homestead) ✓**
3. **Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, or utility, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality..**
4. **Proof of payment of taxes for the year 2003 must be furnished, and any tax certificates issued with respect thereto must be canceled by the clerk of the court. ✓**

II. 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 Fund:

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. **Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary). ✓**
3. **Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes: ✓**
 - (a) **Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and ✓**

**FUND COMMITMENT****Schedule B****Commitment No.:** CF-1253797**Fund File Number** 18-2003-5419

(b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.) ✓

4. Easement in favor of Florida Power and Light Company, contained in instrument recorded October 23, 1978, in O.R. Book 1307, Page 36, Public Records of Lee County, Florida. ✓
5. Oil, gas, mineral, or other reservations as set forth in deed by Coastland Corporation of Florida recorded in O.R. Book 1726, Page 4288, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein. ✓
6. All matters contained on the Plat of San Carlos Estates, as recorded in O.R. Book 557, Pages 354 and 355, Public Records of Lee County, Florida. ✓ *TYPICAL - PLAT*
7. Dedication of easements recorded in O.R. Book 535, Pages 826 and 828, Public Records of Lee County, Florida. ✓ *DRAINAGE, ROADS + STREETS*
8. Declaration of right-of-ways recorded in O.R. Book 507, Page 135, Public Records of Lee County, Florida. ✓ *TYPICAL - ROW - DEDICATION*
9. Judgment incorporating and creating San Carlos Estates Drainage District recorded in O.R. Book 521, Page 120, Public Records of Lee County, Florida. ✓
10. Final Order approving San Carlos Estates Drainage District Maintenance Tax Levy recorded in O.R. Book 1624, Page 890, Public Records of Lee County, Florida. ✓
11. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida. ✓ *SOLID WASTE ASSESSMENTS - TYPICAL*
11. Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes. ✓
12. Taxes and assessments for the year 2003 under Folio Number 14-47-25-B1-00200.1030. ✓

5-Year Sales History

Parcel No. 322

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Isaac Kreps and Sara Kreps, h/w	Isaac Kreps, Trustee and Sara Kreps, Trustee	\$100.00	07/16/02	N



NOV 14 2003
COUNTY LANDS

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (239) 390-1000
FAX: (239) 390-1004
www.cityofbonitasprings.org

Paul D. Pass
Mayor

Wayne P. Edsall
Councilman
District One

Jay Arend
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John C. Warfield
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

~

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

November 12, 2003

Mr. J. Keith Gomez
Property Acquisition Agent
Lee County
PO Box 398
Fort Myers, FL 33902

RE: Purchase Agreement – Three Oaks Parkway Extension
Project No. 4043
Parcel 322, Kreps & Kreps

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcel are reasonable and purchase is recommended by my office.

If you need further authorization, feel free to contact me.

Respectfully,

Gary A. Price
City Manager

GAP/kw

LAND APPRAISAL REPORT

Project No. 4043

Summary Appraisal Report Date

File No. 02-78-50

Borrower KREPS, Isaac + Sara
Property Address 24099 Sunny Lane
City Bonita Springs
Legal Description Tract 103, San Carlos Estates Unrec., OR 557 PG 354
Sale Price \$ Not a Sale
Date of Sale N/A
Loan Term N/A yrs.
Property Rights Appraised Fee Leasehold De Minimis PUD
Actual Real Estate Taxes \$ 856.30/02 (yr)
Loan charges to be paid by seller \$ N/A
Other sales concessions N/A
Lender/Client Lee County - County Lands
Address P.O. Box 398, Fort Myers, FL 33902-0398
Occupant Vacant Land
Appraiser Phil Benning, Associate
Instructions to Appraiser Estimate market value.

Location: Urban, Suburban, Rural
Built Up: Over 75%, 25% to 75%, Under 25%
Growth Rate: Fully Dev., Rapid, Steady, Slow
Property Values: Increasing, Stable, Declining
Demand/Supply: Shortage, In Balance, Oversupply
Marketing Time: Under 3 Mos., 4-6 Mos., Over 6 Mos.
Present Land Use: 55% 1 Family, 2-4 Family, Apts., Condo, Commercial
Change in Present Land Use: Not Likely, Likely (*), Taking Place (*)
Predominant Occupancy: Owner, Tenant, 5% Vacant
Single Family Price Range: \$ 90,000 to \$ 300,000
Predominant Value \$ 120-160
Single Family Age: New yrs. to 25 yrs.
Predominant Age 15-20 yrs.
Employment Stability, Convenience to Employment, etc. (checkboxes)

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The area is experiencing increased developmental pressure, which is expected to continue into the near future. Existing development is average to custom quality homes. Support facilities are located within two miles of the subject. No adverse marketing factors were noted at the time of the appraisal. Subject was not listed in the regional MLS.

Dimensions 165' x 330' Per Lee County Plat = 1.25 Sq. Ft. or Acres
Zoning classification AG-2 Agricultural/Residential
Present Improvements do do not conform to zoning regulations
Highest and best use Present use Other (specify)
Elec. Gas Water San. Sewer
OFF SITE IMPROVEMENTS: Street Access, Surface, Maintenance, Storm Sewer, Curb/Gutter, Sidewalk, Street Lights
Topo Level: Typical of area
Size: Primarily Rectangular
View: Residential
Drainage: Appears adequate.
Is the property located in a HUD Identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No adverse easements or site conditions were noted, however, no survey was provided.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

Table with 5 columns: ITEM, SUBJECT PROPERTY, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Price Per Acre, Data Source, Date of Sale and Time Adjustment, Location, Site/View, Access Road, Site Size, Improvements, Sales or Financing Concessions, Net Adj. (Total), Indicated Value of Subject.

Comments on Market Data: All the above sales are very recent and are believed to be among the best indications of value for the subject lot. See Addendum. Sale #1 last sold for \$50,000 in 02/03 per ORB 3843, PG 2368. Sale #3 last sold in 05/02 for \$43,000 per ORB 3650, PG 4274.

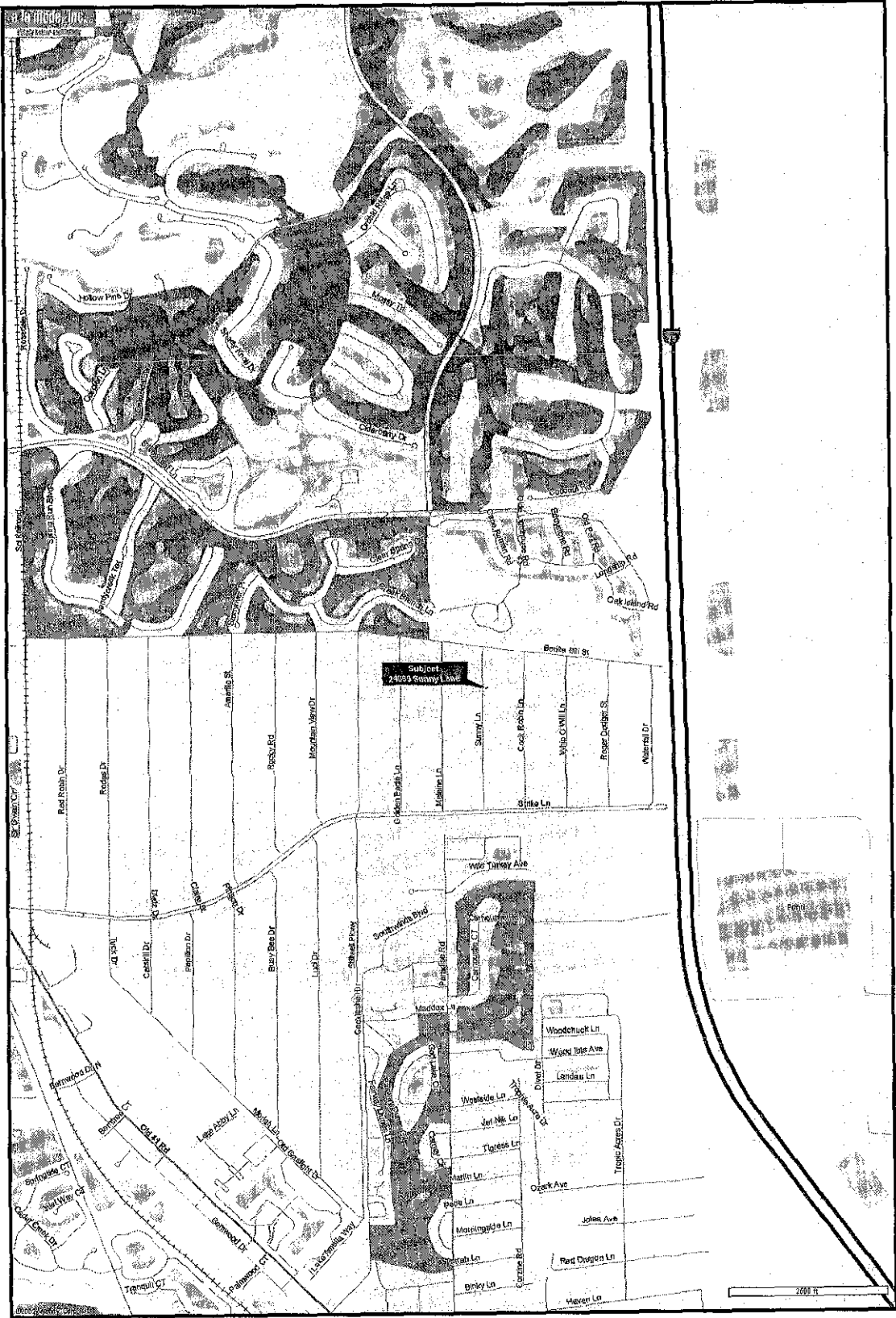
Comments and Conditions of Appraisal: This is a Summary Appraisal Report. See attached Limiting Conditions. There are no reported wetlands on the subject lot.

Final Reconciliation: The Sales Comparison Analysis typically reflects the actions and attitude of participants in the marketplace. The Cost Approach is not applicable for the valuation of vacant land since there are no improvements. The Income Approach is not used due to the fact the vacant land is not typically purchased to generate income.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF July 19, 20 03 to be \$ 73,000
St. Cert. Res. REA #0001220 Phil Benning, Associate
St. Cert. Gen. REA #0000643 J. Lee Norris, MA, SRA
Review Appraiser (if applicable)

Location Map

Borrower/Client KREPS, Isaac + Sara				
Property Address 24099 Sunny Lane				
City Bonita Springs	County Lee	State FL	Zip Code 34135-7673	
Lender Lee County - County Lands				



This document prepared by

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 322/Kreps Trust

STRAP No.: 14-47-25-B1-00200.1030

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 5 day of November, 2003 by and between Isaac Kreps, as Trustee of the Isaac Kreps Revocable Trust dated December 19, 2000 and Sara Kreps, as Trustee of the Sara Kreps Revocable Trust dated December 19, 2000, as tenants in common, hereinafter referred to as SELLER, whose address is 8884 SW 76th Terrace, Miami, Florida 33173, 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 1.26 acres more or less, and located at 24099 Sunny Lane, Bonita Springs, Florida 34135 and more particularly described as Tract 103, SAN CARLOS ESTATES, according to the plat thereof recorded in Official Record Book 557, at pages 354-355, of the Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Seventy Thousand Two Hundred and No/100 (\$70,200.00), 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 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) 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 a mutually agreeable 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 a mutually agreeable abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that to the best of SELLER'S knowledge, information, and belief, the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. SELLER is unaware that any 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. The SELLER may terminate this Agreement, if the BUYER does not approve the Agreement within sixty (60) days of the BUYER'S receipt of the signed Agreement from the SELLER.

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 sixty (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:

Maia Pils Salgado

[Signature]

WITNESSES:

Maia Pils Salgado

[Signature]

SELLER:

Isaac Kreps

Isaac Kreps, (DATE)
Individually and as Trustee

SELLER:

Sara Kreps

Sara Kreps, (DATE)
Individually and as Trustee

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)