

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

Blue Sheet No. 20040015

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$100,100 for Parcel 134, Veronica S. Shoemaker Blvd. (formerly Palmetto Avenue) Extension, Project No. 4073, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must authorize the making of a binding offer to a property owner prior to initiation of condemnation proceedings.

WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 2 and 5

CLB

3. MEETING DATE:

02-03-2004

4. AGENDA:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE 73 & 125
 ORDINANCE
 ADMIN. CODE
 OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
B. DEPARTMENT Independent
C. DIVISION County Lands 1-9-04
BY: Karen L. W. Forsyth, Director *KLF*

7. BACKGROUND:

Negotiated for: Department of Transportation and the City of Fort Myers
Interest to Acquire: 1.06 acres of fee interest in vacant property

Property Details:

Owner: Florida Rock & Tank Lines, Inc.
Address: 2465 Highland Avenue, Fort Myers
STRAP No.: 19-44-25-P2-01007.0000

Purchase Details:

Binding Offer Amount: \$100,100

Appraisal Information:

Company: Hanson Real Estate Advisors, Inc.
Appraised Value: \$95,100 as of December 16, 2003

Staff Recommendation: Staff is of the opinion that the purchase price increase of \$5,000 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$3,000 - \$5,000 excluding land value increases and attorney fees. Staff recommends the Board approve the Requested Motion.

Account: City of Fort Myers Acct # 310-4315-541-6100

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, Sales History, City Engineer Approval

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>[Signature]</i>	<i>[Signature]</i>	<i>Approved 1/20/04</i>				<i>[Signature]</i>
					OA	OM	Risk	GC	
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
Date: *1/14/04*
Time: *11:50 AM*
Forwarded To:
Co. Adm.
1/16/04 1PM

RECEIVED BY
COUNTY ADMIN:
[Signature]
2:55 pm 3/16
COUNTY ADMIN
FORWARDED TO:
[Signature]
1-21-04
1PM

HS

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 134
STRAP No.: 19-44-25-P2-01007.0000

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 _____, 2004 by and between **Florida Rock & Tank Lines, Inc., a Florida Corporation**, hereinafter referred to as SELLER, whose address is P.O. Box 45243, Jacksonville, FL 32207, 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 **1.06 acres** more or less, and located at **2465 Highland Ave, Fort Myers, FL**, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Veronica S. Shoemaker Blvd., 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 **One hundred thousand one hundred and no/100 dollars (\$100,100.00)**, 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 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 **\$100,100.00**, 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:

SELLER:

Florida Rock & Tank Lines, Inc., a Florida Corporation

John R. Mabbett, President (DATE)

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)



January 15, 2003

DESCRIPTION

PARCEL IN
SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

(REVISED) PARCEL NO. 134

PARENT STRAP NO. 19-44-25-06-00007.0000

A tract or parcel of land located in Lot 7, W. Stanley Hanson's Highland Subdivision as recorded in Plat Book 1 at Page 57 of the Public Records of Lee County, Florida, lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

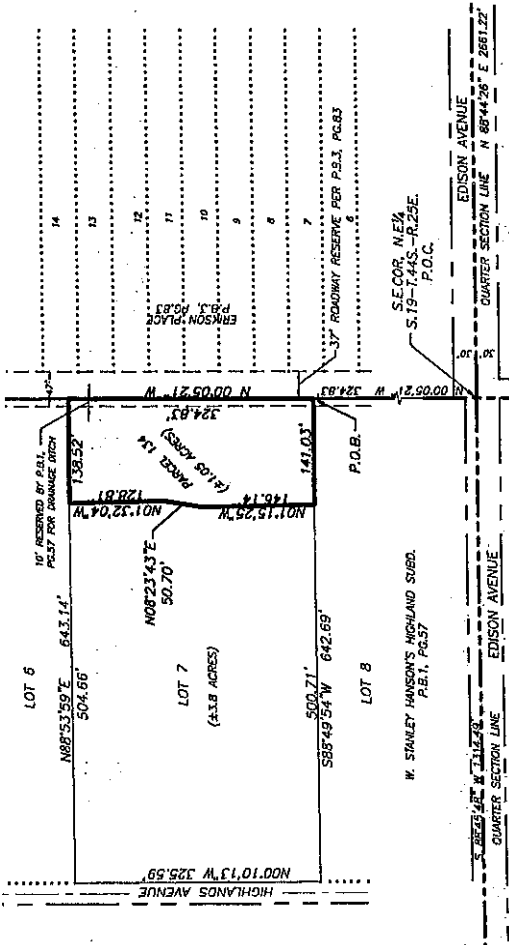
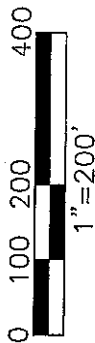
From the southeast corner of said Lot 7 run S 88° 49' 54" W along the south line of said Lot 7 for 142.03 feet; thence run N 01° 15' 25" W for 146.14 feet; thence run N 08° 23' 43" E for 50.70 feet; thence run N 00° 32' 04" W for 128.81 feet to an intersection with the north line of said Lot 7; thence run N 88° 53' 59" E along said north line for 138.52 feet to the northeast corner of said Lot 7; thence run S 00° 05' 25" E along the east line of said Lot 7 and along the east line of said fraction for 324.83 feet to the Point of Beginning.

Parcel contains 45,801 square feet, more or less.

Bearings hereinabove mentioned are based on the east line of the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East to bear N 00° 05' 25" W.

Mark G. Wentzel

Mark G. Wentzel (For The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 5247



LEGEND

- COR. = CORNER
- DESC. = DESCRIPTION
- FD. = FOUND
- L.B. = LAND SURVEYOR BUSINESS
- MON. = MONUMENT
- O.R. = OFFICIAL RECORD
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R. = RANGE
- T. = TOWNSHIP

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL, FOR THE FIRM—L.B. 642
 PROFESSIONAL SURVEY AND MAPPER
 FLORIDA CERTIFICATE NO. 5247

DATE SIGNED: 2/4/03

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

PARCEL NO. 134 (REVISED)
 PARENT STRAP NO. 19-44-25-06-00007.0000
 PART OF LOT 7

W. STANLEY HANSON'S
 HIGHLAND SUBDIVISION
 (PLAT BOOK 1, PAGE 57-LEE COUNTY PUBLIC RECORDS)
 SECTION 19, T.44 S., R.25 E.
 LEE COUNTY, FLORIDA

NOTES:
 1. BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING N00°05'25"W.

2. PARCEL CONTAINS 45,801 SQUARE FEET, MORE OR LESS.

JOHNSON
ENGINEERING

3501 DEL PRADO BOULEVARD
 SUITE 110
 CAPE CORAL, FLORIDA 33904
 PHONE (941) 334-0048
 FAX (941) 541-1383
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
 DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-19-02	19991321	19-44-25	1"=200'	1

Division of County Lands

Updated In House Title Search

Search No. 21884/B

Date: July 16, 2002

Parcel: 134

Project: Palmetto Avenue

Extension Project 4073

To: Michele S. McNeill, SRWA
Property Acquisition Agent

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

No changes as of 12/17/03
AS

STRAP: 19-44-25-06-00007.0000

An update has been requested of In House Title Search No. 21884/B which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through July 6, 2002, at 5:00 p.m.

Subject Property: Lot 7, of that certain subdivision known as W. Stanley Hanson's High Land Subdivision, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, In Plat Book 1, Page 57.

Title to the subject property is vested in the following:

Florida Rock & Tank Lines, Inc., f/k/a Trucco Jax, Inc., a Florida corporation

by that certain instrument dated March 31, 1991, recorded November 12, 1991, in Official Record Book 2258, Page 1866, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.

NOTE: The Plat of W. Stanley Hanson's High Land Subdivision recorded in Plat Book 1, Page 57, Public Records of Lee County, Florida has language describing a 10 foot drainage ditch with a fall of 9 ft. per mile. The language also states that the ditch is used for subsoil irrigation. The drainage ditch appears to abut the East line of subject property.

Tax Status: 2001 taxes have been paid in full.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

EXECUTIVE SUMMARY

PROJECT NAME: Veronica S. Shoemaker Blvd. **PARCEL NUMBER:** 134
(Formerly Palmetto Avenue Extension)

OWNER OF RECORD: Florida Rock & Tank Lines, Inc., f/k/a Trucco Jax, Inc.

LOCATION: East side of Highland Avenue and north of Edison Avenue in the Fort Myers market area, Lee County, Florida.

LAND AREA: 209,284 square feet or 4.804 acres.

IMPROVEMENTS: Office/warehouse building and site improvements.

ZONING/LAND USE: C-2 (Commercial)/Intensive Development and less than one percent is Central Urban.

HIGHEST AND BEST USE: "As vacant" is for future commercial/light industrial development and "as improved" is for continued utilization as an office/warehouse with its site improvements.

ESTIMATE OF VALUE – COST APPROACH: N/A

ESTIMATE OF PARENT TRACT VALUE – MARKET APPROACH: \$324,000*

*The parent tract value estimate is exclusive of the improvements that are outside the proposed acquisition area that are considered to be unaffected by the taking.

ESTIMATE OF VALUE – INCOME APPROACH: N/A

FINAL VALUE ESTIMATE: N/A

INTEREST APPRAISED: Fee Simple in the parent tract before and after the proposed acquisition.

DATE OF VALUATION: December 16, 2003

APPRAISERS: Woodward S. Hanson, MAI, CRE, CCIM and Timothy P. Foster

SPECIAL ASSUMPTIONS: None

AMOUNT DUE OWNER:

Value of Property Rights Taken:	
Parcel 134 (Fee Taking):	\$64,100
Value of Improvements Taken:	31,000
Incurable Severance Damages:	<u>-0-</u>
TOTAL AMOUNT DUE OWNER:	\$95,100*

***Critical Assumption:** The subject property is leased by Florida Recycling Services, Inc. The site is used by numerous trucks, has a fuel dispensing area, and has several storage containers. The value conclusion is based upon the assumption that there is no environmental contamination on the subject property. As mentioned in paragraphs 4 and 20 under the limiting conditions section of the Assumptions and Limiting Conditions portion of this report, the appraisers are not qualified to detect environmental hazards and reserve the right to amend or alter this report and the value conclusions tendered herein should an Environmental Risk Audit (or other similar study) be conducted on the subject property at a later date.

5-Year Sales History

Parcel No. 134

Veronica S. Shoemaker Blvd. Extension Project No. 4073

NO SALES in PAST 5 YEARS

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

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



LEE COUNTY

SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

239.479.8505
239.479.8301 FAX

Writer's Direct Dial Number: _____

Bob James
District One

VIA FAX TO 332-8604

Douglas R. St. Demy
District Two

January 7, 2004

Ray Judah
District Three

Andrew W. Coy
District Four

Saeed Kazemi, P.E. City Engineer
City of Fort Myers
P.O. Box 2217

John E. Albion
District Five

Fort Myers, FL 33902-2217

Donald D. Stilwell
County Manager

RE: **PARCEL 134, PALMETTO EXTENSION PROJECT**
Request for review and sign-off on acquisition proposal

James G. Yaeger
County Attorney

Dear Saeed:

Diana M. Parker
County Hearing Examiner

The appraisal for parcel 134 has been reviewed and approved by County Staff and we are preparing to request Board approval to make a binding offer. Below is the relevant data for this parcel. Please review and approve on behalf of the City as well as confirm that funds are available. Thank you.

Sincerely,

Michele S. McNeill, SR/WA
Property Acquisition Agent

Parcel 134
Property Owner: Florida Rock and Tank Lines, Inc.
Appraiser: Hanson Real Estate Advisors
Appraisal Date: 12/16/03
Appraised Amount: \$95,100
Binding Offer Amount: \$100,100

Binding Offer Approved:

Funds are available in account:

Saeed Kazemi, P.E.
City Engineer, City of Fort Myers

S:\POOL\Palmetto\Ext\Correspondence\134 City Engineer Approval.wpd