Lee County Board of County Commissioners Agenda Item Summary

Blue Sheet No. 20040673

1. REQUESTED MOTION:

S:\POOL\3-OAKS 4043\309 310 MASON\310 MASON BLUE SHEET 05 2

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 310, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$85,750; 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.

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	MENTAL CATE			P/of)	3.		TING D. -22-		04.
<u> </u>	N DISTRICT	#: 3 5. REQUIRE		OSE:	<u>/</u>	6 REQUES	TOR OF INF			$\mathcal{D}_{\mathcal{L}}$
4. AGENDA:	_		VIENTIFORE	<u> </u>		o. <u>Kegoro</u>	TON OF IN	<u>Ortigue (1101)</u>	-	
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TIME REQUIRED:	l	- OTHER				<u> </u>	L. VV. j OldVIII.	<i>Di</i> 100101		
7.BACKGRO	JND:	<u> </u>								
Negotiated for Interest to Account: 2040 Attachments:	: Lee County Dep uire: Fee simple, Is: ald F. Mason and 033 Whip-O-Will I 14-47-25-B2-00; ils: ice: \$85,750 se: Approximately responsible fo	Kelli J. Mason Lane, Bonita S 200.0370 \$1,500 (The s r future district Associates, Inc of the opinion with condemns commends the Oaks Parkway ment; Appraisa	ential lot Springs seller is res assessme that the pu ation proce Board app	sponsible for ents for road urchase price eedings are e prove the Re	and draina increase estimated equested N	of \$750 ab to be \$3,00 Motion. sportation	ements, wove the ap 0 - \$5,000,	hich are e oraised va excluding orovemen	alue can value in	be justified, creases and
8. MANAGE	MENT RECOM	MENDATION	<u>S:</u>		•					
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<u> </u>				Forwards	To:			6-10-04	10: 11	

This document prepared by:

Lee County

County Lands Division

Project: Three Oaks Parkway South Extension, No. 4043

Parcel: 310/Mason

STRAP No.: 14-47-25-B2-00200.0370

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGRE	EEMENT for purchas	se and sale of	f real prope	erty is made
this da	y of,	20 by and	between GER	ALD F. MASON
and KELLI J.	MASON, husband	and wife, he	ereinafter	collectively
referred to a	s SELLER, whose ac	ldress is Post	Office Box	533, Estero,
Florida 33928	and LEE COUNTY,	a political s	subdivision	of the State
of Florida, h	nereinafter referr	ed to as BUYE	R.	

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 24033 Whip-O-Will Lane, Bonita Springs, Florida 34135 and more particularly described as Tract 37, 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 Eighty-Five Thousand Seven Hundred Fifty and No/100 (\$85,750.00), 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 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: The SELLER hereby 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. 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 one hundred twenty (120) 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: Worth	SELLER: Local Local GERALD F. MASON	5-4-04 (DATE)
WITNESSES: Ag Moett Ag Moett Ageneral as a second secon	SELLER: KELLI J. MASON	5/4/04 (DATE)
CHARLIE GREEN, CLERK	BUYER:	DV TMG
BY:	LEE COUNTY, FLORIDA, BOARD OF COUNTY COMMI	
DEPUTY CLERK (DATE)	CHAIRMAN OR VICE	CHAIRMAN
	APPROVED AS TO LEGAL AND SUFFICIENCY	FORM
	COUNTY ATTORNEY	(DATE)

LAND APPRAISAL REPORT

Summary Appr	aisai Renort	LAND APPRAIS	SAL KEPUKI		Pro	ject No. 4043
Borrower MAS	ON, Gerald F.+ Kelli J.				File No. 04-0	07-05
Property Address	24033 Whip O Will Lan		Census Trac	t <u>0503,08</u>	Map Reference 14-47-	25
City Bonita Sp	rings	County 1 oo				
Legal Description	Tract 37, San Carlos E	County Lee states Unrec., OR 557 PG 354	State <u>Fi</u>	<u> </u>	Zip Code 34135-6	3782
Sale Price \$ Not	a Sale Date of Sa	le N/A Loan Term N/A				
Actual Real Estate	Taxes \$ 1,242,07 (vr)	nan charges to be paid by soller th	yrs. Property Rights A	Appraised >	Fee Leasehold	De Minimis PU
Lender/Client Le	ee County - County Land		N/A Other sales con-	cessions <u>N/A</u>		
Occupant Vacan		· • · · · · · · · · · · · · · · · · · ·	dress P.O. Box 398, Fo	ort Myers, Fl	33902-0398	
		III	structions to Appraiser Esti	mate marke	t value.	
Location	Urban	Suburban	Rurai			
Built Up	Over 75	10/ N.Z. ara		niemanė Citaballe		Avg. Fair Poor
Growth Rate	Fully Dev. Rapid	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Limpic	yment Stability		X
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Present Land Use	_ <u>55</u> % 1 Family % 2-4	Family % Ants % Condo		ational Facilities	ansportation	X
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gle Family Age	_ New_yrs	s. to25_ yrs. Predominant Age	15-20 vrs. Anneal	to Market	rropeities	<u> </u>
evelonmentet	mose ractors, favorable or un	tavorable, affecting marketability (e.g. public	parks, schools, view, noise):	The area	is experiencing increase	sed.
cilities are le	pressure, which is expe	cted to continue into the near future the subject. No adverse marketing	Existing developmen	t is average	to custom quality how	se Support
ed in the regi	ional M. C.	the subject. No adverse marketing	factors were noted at t	he time of th	e appraisal Subjective	vas not
ensions 12F	ional MLS. x 330' per Lee County F					rus nut
ing classification	AG 2 And a 4	Plat	1.26_ Sq. Ft. o	r Acres	Corner Le	
ng classification est and best use	AG-2 Agricultural/Re		Present improvements		do not conform to zoning i	
iest and best use Public	7.5 1 (Obdit) 000	Other (specify)		~~	as not somovin to soming t	oguiatitiis
	Other (Describe)		po Level			—
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		face Gravel/Sand Sh	ape Primarily Rectangul	ar		
er 🔀 . Sewer		ntenance 🔀 Public Private Vie	w Residential			
	Septic	Storm Sewer Curb/Gutter Dra	inage Appears adequat	te.		
u mmante (favorable o	Inderground Elect. & Tel.	Sidewalk Street Lights Is t	he property located in a HUD	Identified Spec	ial Flood Hazard Area?	X∶No Yes
nted however	n onlavorable including any appa	rent adverse easements, encroachments, or othe	r adverse conditions); N	lo adverse e	asements or site condi	tions were
d dry with no	observable wetlands.	The site is thickly wooded with	primarily stunted ma	alelucas and	pines. It appeared t	o he high
	COSET VADILE WELIATIOS.		·			
e undersigned has	recited three recent sales of n	tonorties most similar 4				
ustment reflecting n	narket reaction to those items	roperties most similar and proximate to subje of significant variation between the subject a nus (-) adjustment is made thus reducing the	ct and has considered these	in the market a	nalysis. The description includ	des a dollar
or more tavorable ti	han the subject property a mir	ties (-) adjustment in most store at a	ila comparable properties. Il	a significant iter	n in the comparable property	is superior
	Ject property, a plus (+) adjus	tment is made thus increasing the indicated i	alue of the subject.	a argumecane ner	r ili ine comparable is interio	r to or less
ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE	NO 0		
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<u> 14-47-25-</u>	B2-00200.0370	15-47-25-B3-00200 8240	15-47-25-B1-00200.3	2000	24131 Dietz Drive	
ity to Subject	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1.07 miles southwest			1 <u>5-47-25-B1-00200.1</u> ;	300
Price	\$ Not a Sale	150 TO 15	1.24 miles southwest		1.08 miles west	
Per Acre	\$ N/A			88,000		80,000
onice	Inspection/Pub.Records	MLS/ORB 4022 PG 3103	MI 0/ODD 1000 5 = -	70,400	\$	64,000
f Sale and Adjustment	DESCRIPTION		MLS/ORB 4062 PG 0		FARES/ORB 4057 PG	1666
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n	San Carlos Estates	San Carlos Estates	09/17/03	↓	09/15/03	1
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ize	1.26 acres		UnPaved		UnPaved	
vements	None	1.25 acres	1.25 acres		1.25 acres	— · — [
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or Financing	N/A					
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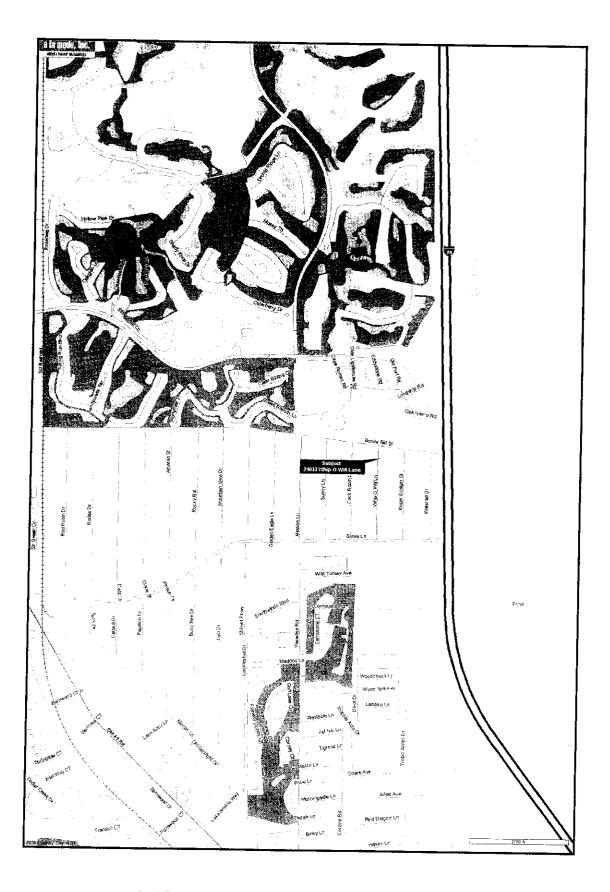
LAND APPRAISAL REPORT MARKET DATA ANALYSIS

Project No. 4043

Address 240.33 M/nip O Will Lane 14.47-25-98-00200.2510 24009 Dietz Drive 15.47-25-98-00200.2510 15.47-25-98-00	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4	COMPARABLE NO. 5	File No. 04-07-05
14-47-25-B2-00200.0370	Address 24033 W	hip O Will Lane	24266 Rodas Drive		COMPARABLE NO. 6
Proximity to Subject Sales Price \$ Not a Sale \$ 85,000 \$ \$ 78,000 \$ \$	14-47-25-B2-00200.0370				
Sales Price \$ Not a Sale \$ 85,000 \$ 3 78,000 \$ 5 62,400 \$	Proximity to Subject	一种大型型型			
Data Source		The state of the s	1.40 Illies	1.33 miles	<u> </u>
Date of sale and			\$ 85,000	\$ 78,000	
Date of sale and DESCRIPTION DESCRIPTION +(-)\$ Adjust DESCRIPTIO				5 62,400	\$ 5
Time Adjustment				FARES/ORB 4071 PG 2990	
100-2016			DESCRIPTION +(-)\$ Adjust		DESCRIPTION +(-)\$ Ad
Site/View Residential Residential Access Road UnPaved UnPaved Site Size 1.26 acres 1.25 acres Improvements None None Sales or Financing N/A Constr. to Perm. Concessions N/A \$257,000 Net Adi. (Total) + - \$ + - \$ Indicated Value of Subject Net % \$ \$ 85,000				09/25/03	1
Access Road		San Carlos Estates		San Carlos Estates	
Site Size				Residential	
Improvements				UnPaved	
None None				1,25 acres	<u> </u>
Sales or Financing	improvements	None	None	None	· · · · · · · · · · · · · · · · · · ·
Concessions		ļ			
Concessions			Constr. to Perm.	Cash	
Net Adj. (10tal) + - \$ + - \$ + - \$ indicated Value of Subject Net % \$ 85,000 Net % \$ 70,000 Met % \$ 70,0		N/A		I .	
Indicated Value of Subject Net % 3 85 000 1 Net % 70 000 11			+\$	[""-"" '	·
of Subject 8 85 000 1 Net 1 Subject 1 Oct	Indicated Value				
Comments:	of Subject	(1) 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
	JOHNHOMS.				
					

Location Map

Borrower/Client MASON, Gerald F.+ Kelli J.	
Property Address 24033 Whip O Will Lane	
City Bonita Springs County Lee	State FL Zip Code 34135-6782
Lender Lee County - County Lands	







City of Bonita Springs

9220 BONITA BEACH ROAD SUTTE 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

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Gary A. Price City Manager

Audrey E. Vance City Attorney

May 18, 2004

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 310, Gerald and Kelli Mason

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

Division of County Lands

Ownership and Easement Search

Search No. 14-47-25-B2-00200.0370

Date: November 3, 2003

Parcel: 310

Project: Three Oaks Parkway South Extension,

Project 4043

To: J. Keith Gomez

Property Acquisition Agent

Shelia A. Bedwell, C

Property Acquisition As

STRAP: 14-47-25-B2-00200.0370

Effective Date: September 30, 2003, at 5:00 p.m.

Subject Property: Tract 37, San Carlos Estates, according to the map or plat thereof recorded in Official Record Book 557, Pages 354 and 355, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Gerald F. Mason and Kelli J. Mason, husband and wife

By that certain instrument dated January 6, 1992, recorded January 9, 1992, in Official Record Book 2269, Page 4020, Public Records of Lee County, Florida.

Easements:

- 1. Dedication of Easements for drainage, roads and streets, recorded in Official Record Book 535, Page 826, Public Records of Lee County, Florida.
- 2. Non-exclusive utility and roadway easement over and across or below all roadways shown on plat of San Carlos Estates, recorded in Official Record Book 1307, Page 36, Public Records of Lee County, Florida.
- Easement to Florida Power & Light Company along the north 10 feet of subject property, as 3. recorded in Official Record Book 2413, Page 676, Public Records of Lee County, Florida.

NOTE (1): Judgment creating and incorporating San Carlos Estates Drainage District, recorded in Official Record Book 521, Page 120, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Gerald F. Mason and Kelli J. Mason, husband and wife in favor of Barnett Bank of Lee County, N.A. dated January 6, 1992, recorded January 9, 1992, in Official Record Book 2269, Page 4023, as modified by instrument recorded in Official Record Book 2609, Page 708, Public Records of Lee County, Florida.

NOTE (3): Mortgage executed by Gerald F. Mason and Kelli J. Mason, husband and wife in favor of Barnett Bank of Lee County, N.A. dated June 12, 1995, recorded June 16, 1995, in Official Record Book 2609, Page 704, Public Records of Lee County, Florida.

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Date: November 3, 2003

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Project 4043

Tax Status: 2002 taxes paid in full; 2003 taxes are now due and payable. (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.

5-Year Sales History

Parcel No. 310

Three Oaks Parkway South Extension Project No. 4043

NO SALES in PAST 5 YEARS