

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

Blue Sheet No. 20050465

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 263-DE, Three Oaks Parkway South Extension Project No. 4043, in the amount of \$2,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

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

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested.

4. Departmental Category: 6 *C6a* **5. Meeting Date:** *4-26-05*

| | | | |
|--|--|--|---|
| 6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On | 7. Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute 125 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other | | 8. Request Initiated: Commissioner _____ Department Independent Division County Lands By: Karen L.W. Forsyth, Director |
| | | | |
| | | | |
| | | | |
| | | | |

9. Background:
Negotiated for: Lee County Department of Transportation

Interest to Acquire: A 181.02 square foot fee-simple acquisition from a vacant residential tract.

Property Details:

Owner: Christel C. Sponheuer, a single person, and Harry Hene, a married person
Address: 25401 Tropic Acres Drive, Bonita Springs, 34135
STRAP No.: 23-47-25-B2-00002.004A

Purchase Details:

Purchase Price: \$2,000
Costs to Close: Approximately \$200 (The seller is responsible for attorney fees, if any).
 The property owners were not initially interested in selling the property. However, through negotiations, they have now agreed to sell the property for \$2,000.

Appraisal Information: The subject parcel was not appraised. A Value Justification Report is attached to substantiate the purchase price.

Staff Recommendation: Staff is of the opinion that the purchase price is within an acceptable range of value, considering the costs associated with condemnation proceedings are estimated to be \$3,000 - \$5,000, excluding appraisal costs and attorney fees. Staff recommends the Board approve the Action Requested.

Account: 20404330709.506110

Attachments: Purchase Agreement; Value Justification Report; Location Map; City of Bonita Springs Recommendation; Title Data; 5-Year Sales History

10. Review for Scheduling:

| Department Director | Purchasing or Contracts | Human Resources | Other | County Attorney | Budget Services <i>Cyran 4/14/05</i> | | | County Manager/P.W. Director |
|---------------------|-------------------------|-----------------|-------|--------------------|---|----------------------------|------------------------------|------------------------------|
| <i>K. Forsyth</i> | | | | <i>[Signature]</i> | Analyst <i>[Signature]</i> | Risk <i>[Signature]</i> | Grants <i>[Signature]</i> | Mgr. <i>[Signature]</i> |

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty

Date: *4/13/05*

Time: *10:30*

Forwarded To:

RECEIVED BY
COUNCIL ADMIN

4-13-05 - mt

9-14-05

JAN

This document prepared by

Lee County

County Lands Division

Project: Three Oaks Parkway South, 4043

Parcel: 263-DE

STRAP No.: 23-47-25-B2-00002.004A

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 22 day of MARCH 2005 by and between Christel C. Sponheuer, a single person, and Harry Hene, a married person, hereinafter collectively referred to as SELLER, whose address is 1424 Linhart Ave, Fort Myers, Florida 33901, 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 181 square feet more or less, and located at 25401 Tropic Acres Drive, Bonita Springs, Florida 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 Three Oaks Parkway Project, No. 4043, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Thousand and no/100 dollars (\$2,000), 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 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 (deed/affidavit to be prepared at BUYER's expense for signature by SELLER);
- (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) documentary stamps on deed;
- (c) 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 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 or environmental sciences audit of the Property. If either audit identifies environmental conditions unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition 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. 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 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:

Harry Hene
Marianne Hene

SELLER:

Christel C. Spohnheuer 3/16/05
Christel C. Spohnheuer (DATE)

(Remainder of this page intentionally left blank).

WITNESSES:

Marianne Hene
Jeff Hene

SELLER:

Harry Hene 2/22/05
Harry Hene (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)



February 28, 2005

THREE OAKS PARKWAY

Page 1 of 2

PARCEL 263-DE

**A PARCEL
LYING IN SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA**

A parcel or tract of land lying in the Northeast Quarter (NE-1/4) of Section 23, Township 47 South, Range 23 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

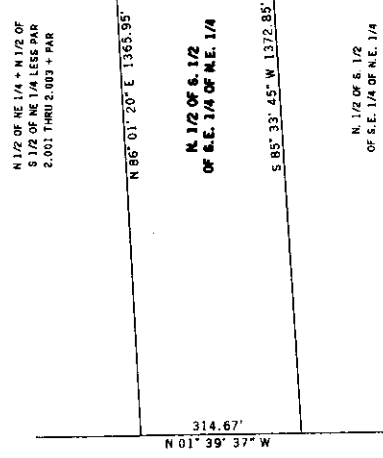
Commence at the southeast corner of the Northeast Quarter (NE-1/4) of said section run N 02° 52' 09" W along the east line of said Northeast Quarter (NE-1/4) for 303.45 feet to the southeast corner of the North Half (N-1/2) of the South Half (S-1/2) of the Southeast Quarter (SE-1/4) of the Northeast Quarter (NE-1/4) of said Section 23 as described and recorded in the Public Records of Lee County, Florida in Official Records Book 849, at Page 677; thence continue N 02° 52' 09" W along said east line of said Northeast Quarter (NE-1/4) for 276.42 feet to a point of intersection with a non-tangent curve to the right and the Point of Beginning.

From said Point of Beginning; run northwesterly along the arc of said curve to the right, having a radius of 6,107.66 feet, (delta 00° 16' 51") (chord bearing N 29° 23' 42" W) (chord 29.93 feet) for 29.93 feet to an intersection with the north line of said fraction; thence run N 86° 01' 20" E along said north line for 13.37 feet to the east line of said Northeast Quarter (NE-1/4) and the northeast corner of said fraction; thence run S 02° 52' 09" E along said east line for 27.03 feet to the Point of Beginning.

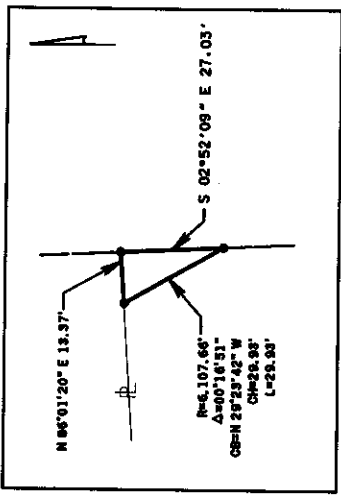
Containing 181.02 square feet or 0.004 acres, more or less.

SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST

- NOTES:**
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 02°52' 09" W.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 3. POC = POINT OF COMMENCEMENT.
 4. POB = POINT OF BEGINNING.
 5. DESC = DESCRIPTION.
 6. R = RADIUS
 7. Δ = DELTA ANGLE
 8. CB = CHORD BEARING
 9. CH = CHORD DISTANCE
 10. L = ARC LENGTH
 11. OR = OFFICIAL RECORD
 12. PG. / PGS. = PAGE OR PAGES
 13. DESCRIPTION ATTACHED
 14. PARCEL CONTAINS 181.02 SQUARE FEET (0.004 ACRES) MORE OR LESS.
 15. NE / N.E. = NORTHEAST
 16. SE / S.E. = SOUTHEAST
 17. NW / N.W. = NORTHWEST
 18. SW / S.W. = SOUTHWEST



DETAIL
NOT TO SCALE



| AREA TABLE | |
|--------------|------------------------|
| STRAP NO. | 23-47-25-B2-00002.004A |
| OWNER | HARRY HENE |
| AREA | SQUARE FEET |
| PARENT TRACT | 422,954.18 |
| Parcel AREA | 181.02 |
| | ACRES |
| | 9.71 |
| | 0.004 |

PARCEL IN
SECTION 23, TOWNSHIP 47 SOUTH,
RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

2158 JOHNSON STREET
P. O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

PARCEL 263-DE - THREE OAKS PARKWAY

THIS IS NOT A SURVEY
Mal G. Wentzel
MARK G. WENTZEL FOR THE CIR. (L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 5247
DATE SIGNED: 2/29/05
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
SURVEYOR AND MAPPER.

SKETCH TO ACCOMPANY DESCRIPTION

| | | | | |
|----------|-------------|----------|---------|--------|
| DATE | PROJECT NO. | FILE NO. | SCALE | SHEET |
| 02-25-05 | 20013033 | 23-47-25 | 1"=300' | 1 OF 2 |

Value Justification Report

Parcel No. 263-DE

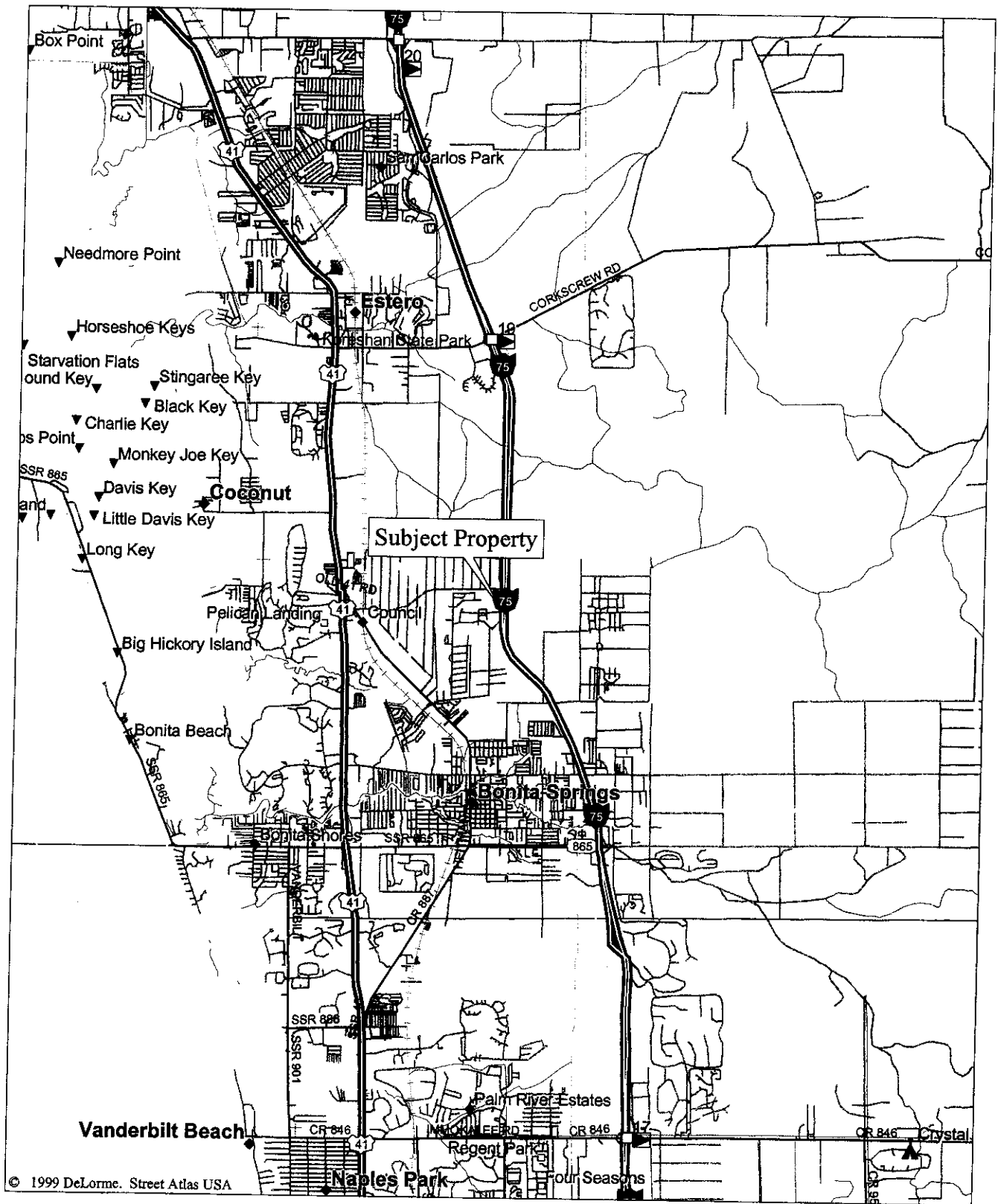
Three Oaks Parkway South Extension
Project No. 4043

The Division of County Lands has negotiated a proposed agreement in the amount of \$2,000, for the purchase of Parcel 263-DE (Fee Simple) from Christel Sponheuer, a single person, and Harry Hene, a married person.

The parcel represents a partial acquisition from a vacant residential tract located at 25410 Tropic Acres Drive, Bonita Springs, 34135.

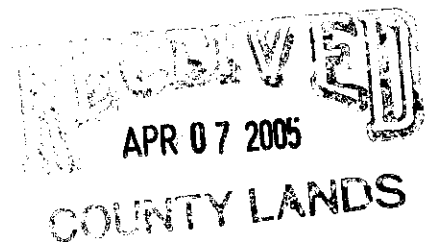
The negotiated purchase price of the parcel is based upon cost avoidance of condemnation:

1. Estimated cost of County's appraisal - \$1,500 - \$2,000
2. Estimated cost of Property Owner's appraisal - \$2,000 - \$3,000



© 1999 DeLorme. Street Atlas USA

LOCATION MAP



April 4, 2005

*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

Jay Arend
Mayor

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
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

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 263-DE/Christel Sponheuer and Harry Hene

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/kd

cc: Ken Hoffman, Community Project Coordinator

Division of County Lands

Ownership and Easement Search

Search No. 23-47-25-B2-00002.004A

Date: December 2, 2003 *1-4-05*

Parcel: 263

Project: Three Oaks Pkwy. South Extension.
Project #4043. (BSU Parcels in San Carlos Estates South to Leitner Creek Manor)

To: J. Keith Gomez
Property Acquisition Agent

From: Kenneth Pitt *KMP*
Real Estate Title Examiner

STRAP: 23-47-25-B2-00002.004A

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

Subject Property: The N1/2 of the S1/2 of the SE1/4 of the NE1/4 of Section 23, Township 47 South, Range 25 East.

Title to the subject property is vested in the following:

Christel C. Sponhauer

~~Heinz Sponhauer~~ and Harry Hene, as Tenants in Common.

By that certain instrument dated September 2, 1972, recorded August 30, 1972, in Official Record Book 849, Page 677, Public Records of Lee County, Florida.

and 2d. Book 4319/1564 recorded 6/1/04

Easements: None found of record.

NOTE(1): Subject property is not encumbered by a mortgage.

NOTE(2): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status: \$2,212.95 due and owing for tax year 2003.

(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.



2

This instrument prepared by and to be returned to:

Robert D. Hines, Esq.
Hines, Norman, Hines & Sullivan, P.L.
315 S. Hyde Park Avenue
Tampa, Florida 33606
PH. (813) 251-8659
Florida Bar No. 0413550

INSTR # 6299930
OR BK 04319 Pgs 1564 - 1565; (2pgs)
RECORDED 06/01/2004 02:51:28 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
DEED DOC 0.70
DEPUTY CLERK D Schaefer

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE, executed this 10 day of May, 2004, between Christel C. Sponheuer, as personal representative of the Estate of Heinz T. Sponheuer, deceased, whose post office address is 1424 Linhart Avenue, Fort Myers, Florida 33901, hereinafter referred to as Grantor, and Christel C. Sponheuer, whose post office address is 1424 Linhart Avenue, Fort Myers, Florida 33901, hereinafter referred to as Grantee.

WITNESSETH:

The Grantor, having received the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms to the Grantee and successors, the real property located in Lee County, described as follows:

The North half (N1/2) of the South half (S1/2) of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 23, Township 47 South, Range 25 East.

Subject to easements, reservations, and restrictions of record and taxes for the year 1972 and thereafter.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

TO HAVE AND TO HOLD the same to the Grantee and her successors in fee simple forever.

AND the Grantor does covenant to and with the Grantee and her successors, that in all things preliminary to and in and about the sale and this conveyance that the laws of the State of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the Grantor, as personal representative of the estate of Heinz T. Sponheuer, deceased, has set her hand and seal on the day and year first above written.

Signed, sealed and delivered
in our presence:

Jennifer Eagle
Signature of Witness

Christel C. Sponheuer
Christel C. Sponheuer, as personal
representative of the Estate of Heinz T.
Sponheuer

Jennifer Eagle
Printed Name of Witness

Luis Figueroa
Signature of Witness

Luis Figueroa
Witness Printed Name

STATE OF FLORIDA
COUNTY OF Lee

On this 10 day of MAY, 2004, before me the undersigned officer, personally appeared, Christel C. Sponheuer, as personal representative of the Estate of Heinz T. Sponheuer, who:

[] is personally known to me to be the individual described in, and who executed, the foregoing Personal Representative's Deed, and who did/did not (Circle One) take an oath.

is not personally known to me, but provided Driver's License No. #S15610340910-0 as proof that she is the individual described in, and who executed, the foregoing Personal Representative's Deed and who did/did not (Circle One) take an oath.



Joanne Edwards
Notary Public (Signature)
Joanne Edwards

**IN THE CIRCUIT COURT FOR LEE COUNTY,
FLORIDA PROBATE DIVISION**

IN RE: ESTATE OF

HEINZ T. SPONHEUER

Deceased.

File No.: 01-002348CP

Division:

FILED LEE CO. FLORIDA
CLERK OF COURTS

2004 APR -1 PM 1:23

BY M D.C.

**ORDER OF DISCHARGE
(single personal representative)**

On the Petition for Discharge of Christel C. Sponheuer, as personal representative of the estate of Heinz T. Sponheuer, deceased, the court finding that the estate has been fully administered and properly distributed, that claims of creditors have been paid or otherwise disposed of, that the tax imposed by Chapter 198 of the Florida Statutes, if any, has been paid, and that the personal representative should be discharged, it therefore is

ADJUDGED that the personal representative is discharged, and the surety on the personal representative's bond, if any, is released from further liability.

ORDERED on April 1, 2004.

A. Ludwig
Circuit Judge

DOCKETED & FILED

APR 06 04

Charlie Green, Clerk
By M D.C.

INSTR # 6216217
OR BK 04252 Pg 0110; (1pg)
RECORDED 04/08/2004 03:11:31 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 0.00
DEPUTY CLERK D White

Filed in the Office of the Clerk of Circuit
Court, Lee County, Florida
This 6 day of Apr, 2004 and
Recorded in Official Probate Records 573
Page No. 429

Charlie Green
Clerk of Circuit Court
Lee County, Florida

By: M. Nixon D.C.



0573 PG4209

5-Year Sales History

Parcel No. 263-DE

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS