

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

Blue Sheet No. 20050406

1. ACTION REQUESTED/PURPOSE:

Approve Purchase Agreement for acquisition of Parcel 75, Gladiolus Drive Widening Project, No. 4083 in the amount of \$20,625; authorize the payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Acquires property necessary for the widening of Gladiolus Drive and avoids condemnation proceedings.

3. MANAGEMENT RECOMMENDATION: Management recommends the Board approve the requested motion.

4. Departmental Category: 6

CLB

5. Meeting Date: 05-03-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute 125
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department _____ Independent *SC*
 Division _____ County Lands *3-31-05*
 By: Karen L.W. Forsyth, Director *KLF*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee Simple interest in 4,125 square feet of vacant land.

Property Details:

Owner: Iona-Hope Episcopal Church, Inc. a Florida Non-Profit Corporation
Address: 9650 Gladiolus Drive, Fort Myers
STRAP No.: 33-45-24-00-00001.0020

Purchase Details:

Purchase Price: \$20,625 (\$5 per square foot)
 Costs to Close: \$1,200
 The purchase price is at the Seller's asking price, substantiated by market data.

Appraisal Information:

An appraisal has not been obtained for this property. Appraisals of other properties in the market area indicate \$5 per square foot is within the range of value.

Account: 20408318804.506110

Attachments: Purchase Agreement, Affidavit of Beneficial Interest; Location Map; In-House Title Report; 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services	County Manager/P.W. Director
<i>R. P. Forsyth</i>			<i>DAO</i>	<i>[Signature]</i>	<i>Analyst Risk Grants Mgr.</i>	<i>[Signature]</i>
					<i>4/19/05</i>	<i>4/19/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date: <i>4/15/05</i>
Time: <i>A:15</i>
Forwarded To:

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>4/18/05</i>
<i>1:30pm</i>
FORWARDED TO: <i>[Signature]</i>
<i>4-20-05</i>
<i>[Signature]</i>

This document prepared by
Lee County Division of County Lands
Project: Gladiolus Drive Widening Project No. 4083
Parcel: 77
STRAP No.: Part of 33-45-24-00-00001.0020

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 10th day of MARCH, 2005 by and between Iona-Hope Episcopal Church, Inc., a Florida non-profit corporation, hereinafter referred to as SELLER, whose address is 9650 Gladiolus Drive, Fort Myers, FL 33908, 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 4,125 square feet more or less, and located at 9650 Gladiolus Drive, 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 Gladiolus Drive Widening Project, 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 Twenty thousand six hundred twenty five and no/100 dollars (\$20,625.00), 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 \$20,625.00, 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~~ 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.

Agreement for Purchase and Sale of Real Estate
Page 3 of 5

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.

Agreement for Purchase and Sale of Real Estate
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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.

Agreement for Purchase and Sale of Real Estate
Page 5 of 5

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Barbara F.M. Donald
Maitha Kaysh

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Iona Hope Episcopal Church, Inc., a
Non-profit Florida Corporation

John S. Adler
John S. Adler, President

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

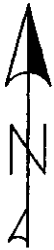
COUNTY ATTORNEY (DATE)

Exhibit A

The South 25 feet of the West 165 feet of the East one-half of the Northeast one-quarter of the Northwest one-quarter, of Section 33, Township 45 South, Range 24 East, of the Public Records of Lee County, Florida. Containing 4,125 square feet, more or less.

SKETCH OF DESCRIPTION

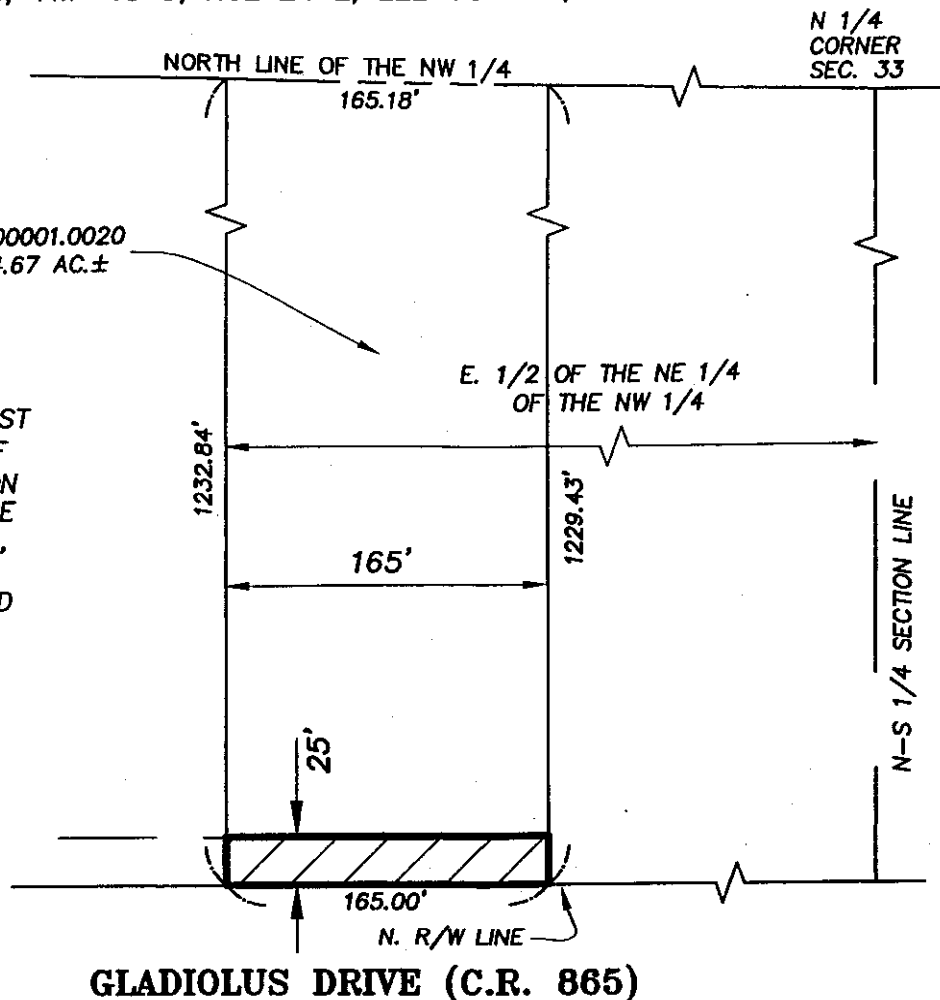
OF A PARCEL LYING IN THE NE 1/4 OF THE NW 1/4
OF SECTION 33, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA



33-45-24-01-00001.0020
TOTAL AREA = 4.67 AC.±

DESCRIPTION:

THE SOUTH 25 FEET OF:
THE WEST 165 FEET OF THE EAST
1/2 OF THE NORTHEAST 1/4 OF
THE NORTHWEST 1/4 OF SECTION
33, TOWNSHIP 45 SOUTH, RANGE
24 EAST, LEE COUNTY, FLORIDA,
LESS RIGHT-OF-WAY FOR
GLADIOLUS DRIVE (COUNTY ROAD
856).



PARCEL NO. _____
PROPERTY OWNER: IONA HOPE EPISCOPAL CHURCH, INC.
REFERENCE: O.R.B. 3233, PG 3401
STRAP NO.: 33-45-24-01-00001.0020
AREA OF TAKE: 4,125 Sq. Ft., 0.09 Ac., MORE OR LESS
AREA OF REMAINDER: 199,095 Sq. Ft., 4.57 Ac., MORE OR LESS

KEY:
O.R.B. - OFFICIAL RECORDS BOOK
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY

James N. Wilkison
JAMES N. WILKISON (FOR THE FIRM LB6773)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 4876
THIS 16 DAY OF Dec, 2004

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING
3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912
PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JNW	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: PARCEL IN THE NE 1/4 OF THE NW 1/4 OF SEC 33-45-24	DATE: 12/14/04	SCALE: 1"=100'
	PROJECT No: 020504	DWG No: 01_0020-SKD SHEET: 1 OF 1

Parcel: 75
Project: Gladiolus Drive Widening, No. 4083

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ___ day of _____, 2004 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:

**Iona Hope Episcopal Church, Inc.,
a non-profit Florida Corporation
9650 Gladiolus Drive
Fort Myers, FL 33908**

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. NONE
- 2.
- 3.
- 4.
- 5.
- 6.

The real property to be conveyed to Lee County is known as: See attached Exhibit A

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Brian K. McDonald
Witness Signature

Brian K. McDonald
Printed Name

Martha Keys
Witness Signature

Martha Keys
Printed Name

John S. Adler
Signature of Affiant

JOHN S. ADLER
Printed Name

Affidavit of Interest in Real Property

Parcel: 41

Project: Gladiolus Drive Widening, No. 4083

STATE OF

COUNTY OF

SWORN TO AND SUBSCRIBED before me this 10 day of MARCH, 2005 by

John ADLER

(name of person acknowledged)



Candace Stone
(Notary Signature)

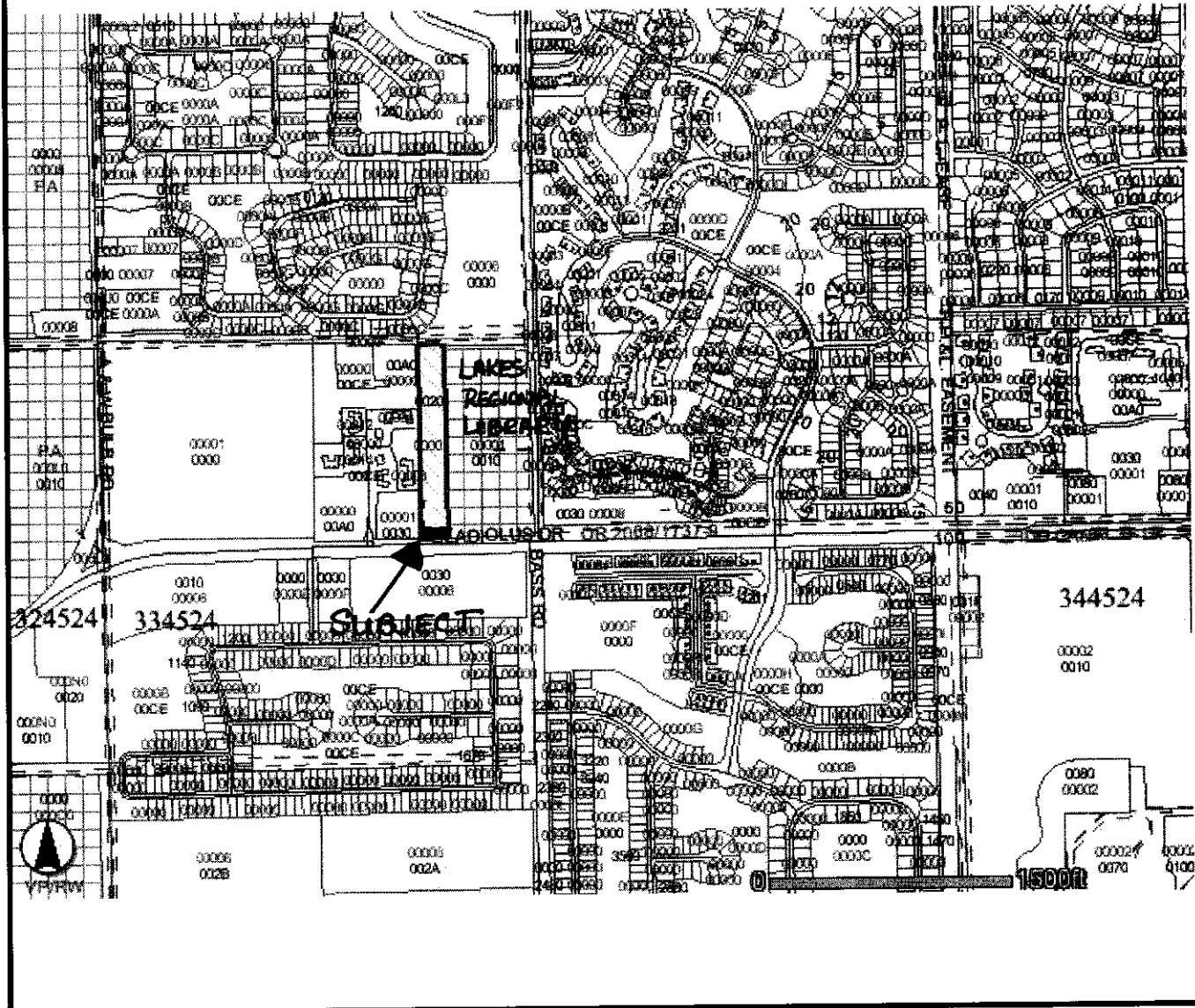
CANDACE STONE
(Print, type or stamp name of Notary)

Personally known
 OR Produced Identification
Type of Identification

Exhibit A

The South 25 feet of the West 165 feet of the East one-half of the Northeast one-quarter of the Northwest one-quarter, of Section 33, Township 45 South, Range 24 East, of the Public Records of Lee County, Florida. Containing 4,125 square feet, more or less.

Location Map



Division of County Lands

Ownership and Easement Search

Search No. 22284

Date: January 29, 2003

Parcel:

Project: Gladiolus Drive Project 4083

To: Karen L.W. Forsyth
Director

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 33-45-24-00-00001.0020

Effective Date: January 8, 2003 at 5:00 p.m. *March 14 2005 at 5PM*

Subject Property: The West 165 feet of the East one-half of the Northeast one-quarter of the Northwest one-quarter, of Section 33, Township 45 South, Range 24 East, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Iona-Hope Episcopal Church, Inc. a Florida non-profit corporation

by that certain instrument dated March 18, 2000, recorded March 22, 2000, in Official Record Book 3233, Page 3401, Public Records of Lee County, Florida.

Easements:

1. Easement to Florida Power & Light Company, recorded in Official Record Book 3212, Page 185, Public Records of Lee County, Florida.
2. Exclusive Use Easement Grant and Indemnity Agreement to Lee County Board of County Commissioners, recorded in Official Record Book 3223, Page 1480, Public Records of Lee County, Florida.

NOTE(1): Notice of Development Order Approval, recorded in Official Record Book 3147, Page 1191, Public Records of Lee County, Florida. *and O.R. Book 4628-1519*

NOTE(2): ~~Mortgage executed by Iona-Hope Episcopal Church, Inc. in favor of Fifth Third Bank, Florida, dated May 16, 2001, recorded May 31, 2001, in Official Record Book 3422, Page 2750, Public Records of Lee County, Florida.~~ *SATISFACTION - OR 3984/1138*

NOTE(3): U.C.C. between Iona-Hope Episcopal Church, Inc. and Fifth Third Bank, Florida, recorded May 31, 2001 in Official Record Book 3422, Page 3664, Public Records of Lee County, Florida.

Mortgage executed by Iona-Hope Episcopal Church, Inc. in favor of Florida Gulf Bank, dated 6/4/2003, recorded 6/24/2003 in O.R. 3969/1006, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 22284

Date: January 27, 2003

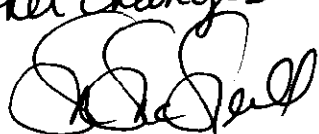
Parcel:

Project: Gladiolus Drive Project 4083

NOTE(4): Notice of Commencement recorded February 8, 2002 in Official Record Book 3575, Page 2005, Public Records of Lee County, Florida.

Note: U.C.C. between Iona-Hope Episcopal Church, Inc. and Florida Gulf Bank, recorded 6/24/2003 in O.R. 3969, page 1014.

NOTE: Notice of Commencement recorded 12/2/2004 in O.R. 4508, page 2707.

No other changes


2004 TAXES PAID

Tax Status: ~~Tax certificate 01-024186 outstanding for 2000 taxes; 2002 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. 75

Gladiolus Drive Widening Project,
No. 4083

NO SALES in PAST 5 YEARS

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