

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

Blue Sheet No. 20050615

1. ACTION REQUESTED/PURPOSE: Adopt a Resolution of Exchange relating to 1) privately owned property located at 13102 Fifth Street, Fort Myers Shores, and 2) County owned property located in Lehigh Acres; authorize Chairman to execute all documents necessary to effectuate the exchange; authorize the Division of County Lands to handle and accept all documentation to complete this transaction, and approve payment for costs to close.

2. WHAT ACTION ACCOMPLISHES: Exchange of County property must be approved by the Board of County Commissioners pursuant to Florida Statute.

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

4. Departmental Category: 6 <i>C6C</i>		5. Meeting Date: <i>05-31-2005</i>
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 125.37 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other	
	8. Request Initiated: Commissioner _____ Department Independent Division County Lands <i>KL</i> By: Karen L.W. Forsyth, Director <i>KL</i>	

9. Background: The proposed exchange consists of a parcel owned by Gregory Roark, abutting Fort Myers Shores Nature Trail, adjacent to the entrance area (and playground), and two southeast Lehigh Acres lots acquired by the County through nonpayment of taxes. The Ft. Myers Shores property will provide a buffer to surrounding existing residential property from the Park entrance. Parks and Recreation maintains the trail area and the Board has already approved transfer of funds from reserves to establish the FM Shores Nature Trail Capital Improvement Project. The Lehigh lots are not contiguous and are not required for County purpose. The fee-simple exchange is being proposed in lieu of purchasing the required interest from Mr. Roark, thus saving the County an estimated \$70,000 to \$90,000 in Capital Improvement Funds.

Funds for closing are available in Account Number: 20203318603.506199

ATTACHMENTS: Value Justification Report; Resolution of Exchange; FMS Map; SE Lehigh Map; Agreement; 5 Year Sales History

10. Review for Scheduling: *COM*

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>Johny 5-9-05</i>	<i>[Signature]</i>	<i>[Signature] 5-10-05</i>	<i>[Signature] 5/10/05</i>	<i>[Signature] 5/10/05</i>	<i>[Signature] 5/11/05</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: *5/9/05*
 Time: *3:10*

Forwarded To:
Admin.
5/10/05

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
5-10-05 MP
11:15
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
5/10/05
3pm

Value Justification Report

Parcel #101

Fort Myers Shores Nature Trail

Project #2033

Listings and sales proximate and similar to Parcel #101 in Fort Myers Shores indicate a value range between \$70,000 and \$90,000. Parcel #101 is a 3-lot site located on the south side of the Nature Trail. A recent sale of a 3-lot site was \$70,000. A current listing of an irregular 2-lot site, located on the north side of Nature Trail, is **\$88,888**.

Sales and Pending Sales proximate and similar to the proposed County sites indicate a value range between \$30,900 and \$43,900 per lot or a total value range of \$61,800 and **\$87,800**. Current listings of similar properties range between \$45,000 and \$49,900 per lot.

RESOLUTION OF EXCHANGE

WHEREAS, the Fort Myers Shores Nature Trail in Fort Myers Shores is located between Fifth Street and Caribbean Boulevard, north of State Road 80 and the north intersections of East and West Cypress Avenues with Fifth Street; and

WHEREAS, the Parks and Recreation Department maintains the trail used by hikers and cyclists in the area, and provides a playground in the entrance area. There are currently two abutting vacant parcels on each side of the entrance and the playground area. Acquisition of these parcels would provide buffer zones to surrounding existing residential properties; and

WHEREAS, Lee County has approved transfer of funds from reserves to establish the FM Shores Nature Trail Capital Improvement Project; and

WHEREAS, Parcel 101 consists of approximately 14,723 square feet, is legally described in Exhibit "A", attached hereto; and

WHEREAS, in lieu of the purchase and sale of Parcel 101, Gregory S. Roark has agreed to convey the **fee-simple interest in and to Parcel 101** in exchange for two lots located in Southeast Lehigh Acres acquired through Escheatment, F.S. 197.502 (8); and

WHEREAS, the two lots located in Southeast Lehigh Acres are not contiguous and not required for County purposes and are legally described in Exhibit "B"; and

WHEREAS, this exchange is of mutual benefit to Lee County and Gregory S. Roark; and

WHEREAS, the proposed exchange was advertised and approved after full consideration by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. An exchange will be accomplished by preparation and execution of documents indicated below:
 - A. Warranty Deed from Gregory S. Roark to Lee County, a political subdivision of the State of Florida, for land described at Exhibit "A"; and
 - B. County Deed from Lee County to Gregory S. Roark for land described at Exhibit "B".

THE FOREGOING RESOLUTION was offered by Commissioner _____ to move its adoption. The motion was seconded by Commissioner _____, and being put to a vote, the vote was as follows:

Bob Janes, District 1	_____
Douglas R. St. Cerny, District 2	_____
Ray Judah, District 3	_____
Tammy Hall, District 4	_____
John Albion, District 5	_____

DULY PASSED AND ADOPTED this ____ day of _____, 20____.

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

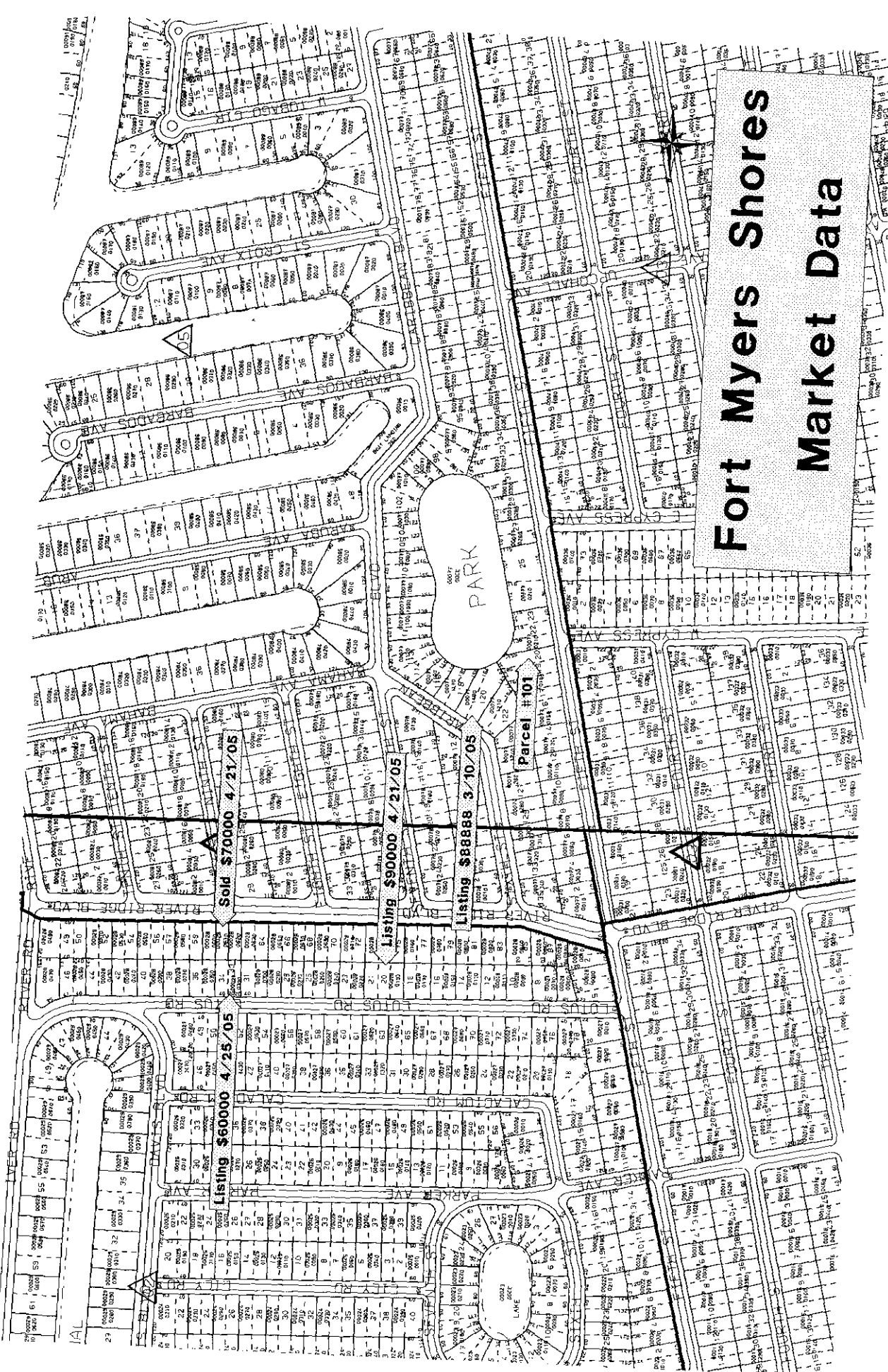
By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

Office of County Attorney

Fort Myers Shores Market Data



Sold \$70000 4/21/05

Listing \$90000 4/21/05

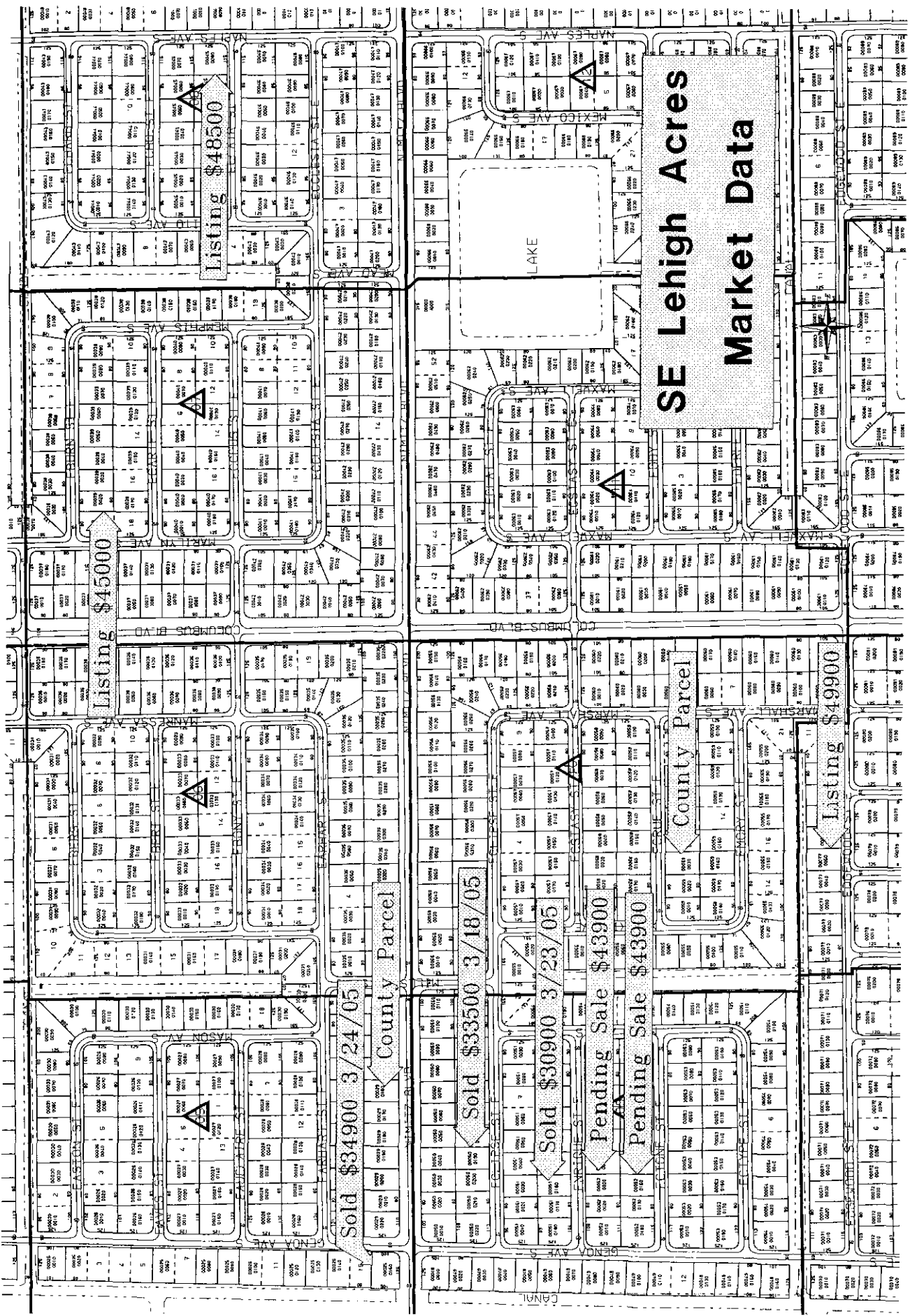
Listing \$88888 3/10/05

Parcel #101

Listing \$60000 4/25/05

LAKE

PARK



THIS INSTRUMENT PREPARED BY:
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902

Strap No.: 29-43-26-05-00077.0210

AGREEMENT FOR EXCHANGE OF REAL ESTATE

THIS AGREEMENT is for the exchange of real property between **Gregory S. Roark**, whose address is 5081 Coral Wood Drive, Naples, FL, 34119 (Owner), and **Lee County, a political subdivision of the State of Florida**, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 (County), as follows:

1. PURPOSE: The purpose of this Agreement is to facilitate the smooth exchange of property relating to the Fort Myers Shores Nature Trail Parcels, No. 2033.

2. AGREEMENT TO EXCHANGE: In consideration of this Agreement and subject to Florida Statute 125 and the terms and conditions set forth below, the parties agree to exchange the following parcels:

- a. Owner to County: Owner will convey by Warranty Deed to County that property legally described in attached Exhibit "A".
- b. County to Owner: County will convey by County Deed to Owner that property legally described in attached Exhibit "B".

3. EVIDENCE OF TITLE: Owner, with regard to the property identified in Exhibit "A", will obtain at Owner's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the \$80,000, from a title company acceptable to County. 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.

Prior to closing, County will have a reasonable time to examine the title and documents establishing legal access to the property. If County discovers defects in the title or legal access, County will notify Owner in writing of the defects. Owner will make a prompt and diligent effort to correct the defects. If Owner fails to correct the defects within sixty (60) days after notice, County may elect to accept the property in its existing condition or terminate this Agreement without obligation.

4. CONDITION OF PROPERTY; RISK OF LOSS: The parties have inspected the property to be conveyed and agree to accept it as is, or as otherwise provided in this Agreement. Any loss or damage to the property to be conveyed occurring between the date this Agreement is executed and the closing date will be at the current property Owner's sole risk and expense. In the event the property to be conveyed is damaged, either or both parties may agree to accept the damaged property or cancel this Agreement without objection.

5. DOCUMENTS AND EXPENSES:

- a. It is Owner's responsibility to pay for and provide for property described in Exhibit "A" the following:
- (1) Statutory Warranty Deed and an affidavit regarding liens, possession and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
 - (2) Documents necessary to effect a partial release or satisfaction of mortgage;
 - (3) Any utility services attributable to the property described in Exhibit "A", up to, but not including, the closing date;
 - (4) All taxes or special assessments attributable to the property described in Exhibit "A", due and payable on or before the closing date;
 - (5) Owner's attorney's fees or real estate broker fees, if any;
 - (6) Recording fees;
 - (7) Documentary stamp taxes on deed;
- b. It is the County's responsibility to provide and pay for property described in Exhibit "B" the following:
- (1) Statutory County Deed;
 - (2) Recording fee;

6. SURVEY: Either party may, at their own expense, survey the Property to be conveyed. If the survey reveals a discrepancy in the size or dimensions of the Property or shows encroachments onto the property, or that property improvements encroach onto adjacent lands, or identifies violations of recorded covenants or the terms of this Agreement, then upon notice, either party may elect to treat the discrepancies, violations or encroachments as a title defect.

7. ENVIRONMENTAL AUDIT: Either party may, at their own expense, perform or have performed an environmental audit of the property to be conveyed. If the audit identifies environmental problems unacceptable to the party performing the audit, that party may elect to accept the property in its existing condition or terminate this Agreement without obligation.

8. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. Execution of this document constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns.

9. DATE AND LOCATION OF CLOSING: The closing for this transaction will take place at the Lee County Office of County Lands or at a title company, acceptable to the County, on or before 90 days from the date this Agreement is executed by the County, or as otherwise mutually agreed by the parties. Closing will occur after the statutory public notice for Resolution of Exchange has been published and the Board adopts a Resolution authorizing the exchange.

10. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

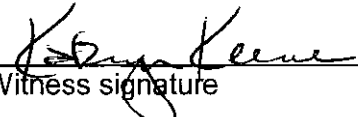
11. REAL ESTATE BROKERS: Owner agrees to indemnify and hold County harmless for any real estate broker claims made by or through owner.

12. AMENDMENT; OTHER AGREEMENTS: Any amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

DATED:


Witness signature

PAUL R. EHRUFELT
Printed name


Witness signature

Kathryn Keene
Printed name

OWNER:

By:  4-29-05
Gregory S. Roark (Date)

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONS

BY: _____
Deputy Clerk

BY: _____
Chairman

Approved as to form by:

County Attorney's Office

EXHIBIT "A"

Lots 21, 22 & 23, Block 77, Unit ⁵/₈, Fort Myers Shores Subdivision,
according to the plat thereof as recorded in Plat Book 16, Pages 66-
70, both inclusive, Public Records of Lee County, Florida.

EXHIBIT "B"

Lot 16, Block 29, Unit 5, Section 25, Township 45 South, Range 27 East. According to the map or plat thereof on file in the office of the Clerk of Circuit Court, recorded in Plat Book 18, Page 111, Public Records, Lee County, Florida.

And

Lot 3, Block 59, Unit 10, Section 25, Township 45 South, Range 27 East. According to the map or plat thereof on file in the office of the Clerk of Circuit Court, recorded in Plat Book 18, Page 116, Public Records, Lee County, Florida.

5-Year Sales History

Parcel No. 101

Fort Myers Shores Nature Trail Parcels
Project No. 2033

Grantor	Grantee	Price	Date	Arms Length Y/N
Alan Bildzukewicz, Trustee of the Helen L. Bildzukewicz Revocable trust dated September 23, 1999	Gregory S. Roark	\$7,500	6/4/2003	Y