

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

**Blue Sheet No. 20050883**

**1. ACTION REQUESTED/PURPOSE:** Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$335,000 for Parcel 308, Three Oaks Extension Project No. 4043, pursuant to the Purchase Agreement; 2) the Division of County Lands to handle and accept all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** Makes binding offer to property owner.

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

<b>4. Departmental Category:</b> 6 <span style="float:right; font-size: 2em;">CLCC</span>		<b>5. Meeting Date:</b> 06-28-2005
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input checked="" type="checkbox"/> Statute	73 & 125
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
		<b>8. Request Initiated:</b> Commissioner _____ Department _____ Independent Division _____ County Lands By: Karen L.W. Forsyth, Director <span style="float:right;">KLF</span>

**9. Background:**  
Negotiated for: Department of Transportation

Interest to Acquire: Total fee simple interest in an improved, single-family residential property.

**Property Details:**

**Owner:** Marit Spitz  
**Property Address:** 24000 Roger Dodger Street, Bonita Springs, 34135  
**STRAP No.:** 14-47-25-B2-00200.0270

**Purchase Details:**

**Binding Offer Amount:** \$335,000  
**Estimated Closing Costs:** \$3,500

The property owner's representative is awaiting a binding offer in order to proceed with negotiations. Therefore, staff recommends Board make a binding offer in the amount of \$335,000 to facilitate the acquisition process. (The County is responsible for future district assessments for road and drainage improvements, which are estimated to be \$14,000. The Three Oaks Parkway project will benefit from the construction of the improvements).

**Appraisal Information:**

**Appraisal Firm:** Carlson, Norris & Associates, Inc.  
**Appraised Value:** \$315,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase (\$20,000) above the appraised value, can be justified and may secure an agreement for the purchase of the necessary parcel.

**Account:** 20404330709.506110

**Attachments:** Purchase and Sale Agreement, Appraisal Data, Title Data, Bonita Springs Recommendation, Sales History

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>6/14</i>	<i>AM</i>			<i>6/15/05</i>	
<b>11. Commission Action:</b>					RECEIVED BY COUNTY ADMIN: 6-15-05 11-15 COUNTY BOARD		Rec. by CoAtty Date: 6/15/05 Time: 9:45 Forwarded To:	
<input type="checkbox"/> Approved <input type="checkbox"/> Deferred <input type="checkbox"/> Denied <input type="checkbox"/> Other								

This document prepared by  
Lee County Division of County Lands  
Project: Three Oaks Parkway South, 4043  
Parcel: 308/Spitz  
STRAP No.: 14-47-25-B2-00200.0270

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 \_\_\_\_\_, 20\_\_\_\_ by and between Marit A. Spitz, a single person, hereinafter referred to as SELLER, whose address is 24000 Roger Dodger Street, Bonita Springs, FL 34135, 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 ±54,380.06 square feet more or less, and located at 24000 Roger Dodger Street, Bonita Springs, Florida, 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 Three Oaks Parkway South Extension, No. 4043, 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 Three Hundred Thirty-Five Thousand Dollars (\$335,000), 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 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) 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, landfills, 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.

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 90 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. (Special Conditions are attached hereto and made a part hereof).

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

SELLER:

\_\_\_\_\_  
Marit Spitz (DATE)

SELLER:

\_\_\_\_\_  
(DATE)

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)

**SPECIAL CONDITIONS**

**BUYER: Lee County**  
**SELLER: Spitz**  
**PARCEL NO.: 308**

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for attorney and appraiser fees and costs, moving expenses, the home, additions, improvements, carport(s), shed(s), landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning unit(s), hot water heater(s), ceiling fans, screen enclosure(s), windows, awnings, doors and floor covering, as of the date of the BUYERS appraisal.

BUYERS authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixture(s) by SELLER may cause a delay in closing and a reduction in the Purchase Price. All additional costs associated with any breach of this covenant will be paid by the SELLER. This covenant shall survive closing.

Upon the BUYERS written acceptance of this Agreement, SELLER hereby gives permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if asbestos is present in the improvements or if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

SELLER:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Marit Spitz (DATE)

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

BUYER:

CHARLIE GREEN, CLERK

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 18, 2005

**DESCRIPTION**

Page    of   

**THREE OAKS PARKWAY**

**PARCEL 308**

**TRACT 27**

**SAN CARLOS ESTATES**

**LYING IN SECTION 14, TOWNSHIP 47 SOUTH, RANGE 25 EAST**

**CITY OF BONITA SPRINGS**

**LEE COUNTY, FLORIDA**

Tract 27, San Carlos Estates, according to the map thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida, lying in the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25, East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter (NE-1/4) run N 82° 32' 57" W along the north line of said Northeast Quarter (NE-1/4) for 1,351.10 feet to the northeast corner of said Tract 27 and the Point of Beginning.

From said Point of Beginning run S 00° 13' 03" E along the east line of said tract for 164.94 feet to the southeast corner; thence run N 82° 32' 57" W along the south line of said tract for 332.68 feet to the southwest corner; thence run N 00° 13' 03" W along the west line of said tract for 164.94 feet to the northwest corner; thence run S 82° 32' 57" E along the north line of said tract for 332.68 feet to the Point of Beginning.

Containing 54,380.06 square feet or 1.25 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment) and are based on the north line of the Northeast Quarter (NE-1/4) of Section 14, Township 47 South, Range 25 East to bear S 82° 32' 57" E.

20013033 Parcel 308 022105



**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

**PROJECT AND PARCEL NUMBER:** Three Oaks Parkway Extension 4043, Parcel Number 308 - Spitz

**OWNER OF RECORD:** Marit Spitz

**LOCATION:** 24000 Roger Dodger Street, Bonita Springs, FL.

**LAND AREA:** 34,649 square feet usable  
19,371 square feet in drainage easement and right of way easement for Bonita Bill street

**IMPROVEMENTS:** A five year old single family home including 1,572 square feet of living area, 20 square feet of entrance porch, 102 square feet of covered porch, a screen enclosed pool as well as a garage containing 430 square feet.

**COMPREHENSIVE LAND USE PLAN CLASSIFICATION:** Low Density Single Family

**ZONING:** AG-2


**HIGHEST AND BEST USE:** Residential

**ESTIMATED LAND VALUE/ACRE:** \$3.80 for usable area, \$.38 per square foot for Bonita Bill and drainage easement.

**ESTIMATED VALUE BY THE COST APPROACH:** \$327,000

**ESTIMATE VALUE BY THE INCOME APPROACH:** Not applicable

**ESTIMATED VALUE BY THE SALES COMPARISON APPROACH:** \$304,200

**TOTAL COMPENSATION DUE THE PROPERTY OWNER:** \$315,000 

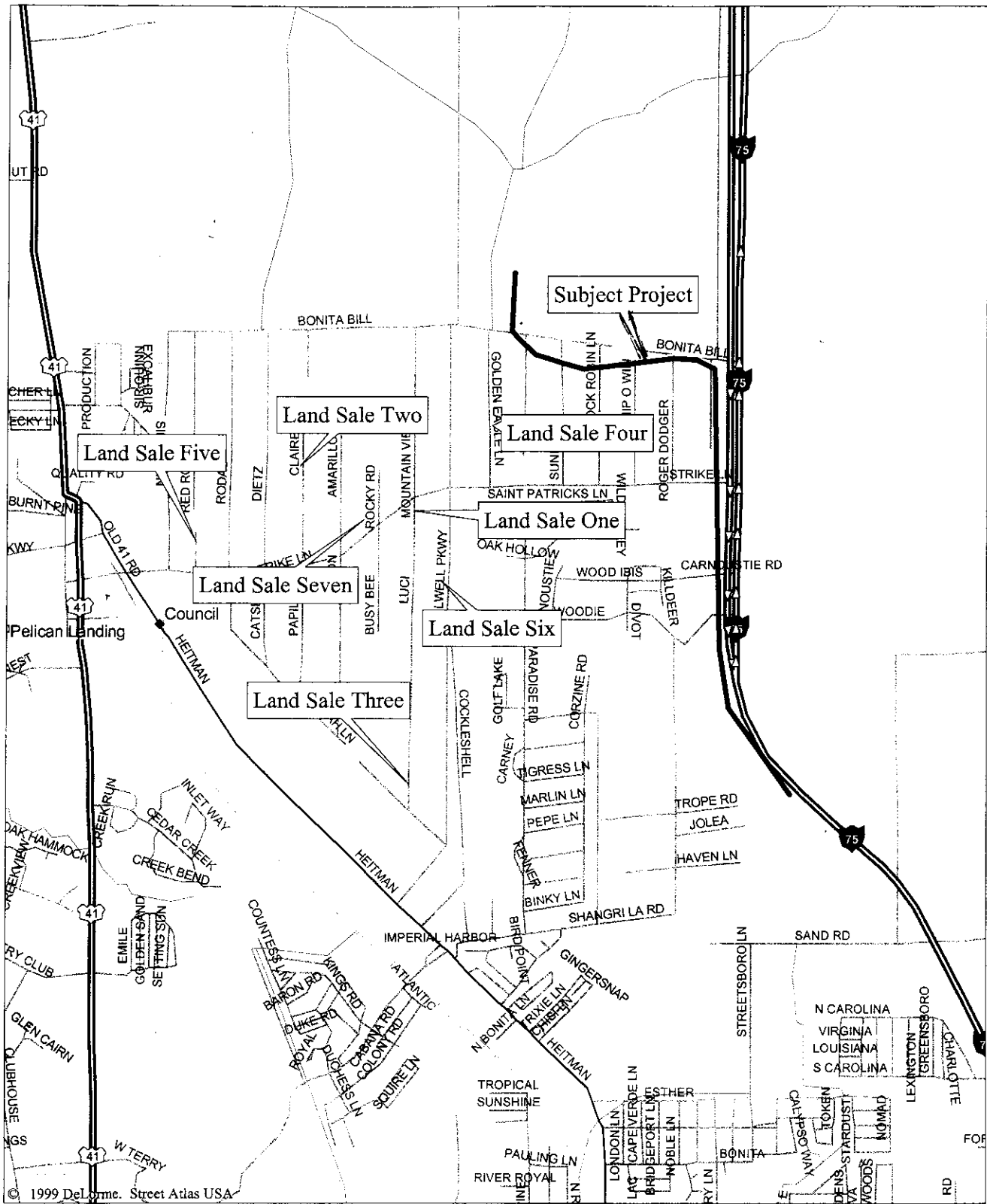
**DATE OF VALUE ESTIMATE:** May 12, 2005

**DATE OF REPORT:** May 25, 2005

**USPAP APPRAISAL TYPE:** Complete

**USPAP REPORT TYPE:** Summary

**APPRAISER:** J. Lee Norris, MAI, SRA  
State Certified General Appraiser RZ0000643



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## LAND SALES LOCATION MAP

**Division of County Lands**

**Ownership and Easement Search**

Search No. 14-47-25-B2-00200.0270

Date: October 28, 2003

Parcel: 308

Project: Three Oaks Parkway South Extension,  
Project 4043

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant *Shelia A. Bedwell*

STRAP: 14-47-25-B2-00200.0270

Effective Date: September 30, <sup>5-23-05</sup> 2003, at 5:00 p.m.

**Subject Property:** Tract 27, San Carlos Estates according to the plat thereof recorded in Official Record Book 557, Pages 354 and 355, in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

✓ **Marit Spitz, a single person**

By that certain instrument dated November 5, 1999, recorded November 30, 1999, in Official Record Book 3192, Page 4405, 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.
3. Ten foot easement reservation on all sides for utility maintenance, as described in instrument recorded in Official Record Book 1416, Page 434, 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 Marit Spitz, an unmarried woman in favor of IDL Mortgage Corporation dated November 22, 1999, recorded November 30, 1999, in Official Record Book 3192, Page 4406, Public Records of Lee County, Florida. Said mortgage assigned to Cape Coral National Bank by instrument recorded in Official Record Book 3192, Page 4415; re-assigned to IDL Mortgage Corporation by instrument recorded in Official Record Book 3265, Page 1639; modified by instrument recorded in Official Record Book 3265, Page 1640; assigned to Charter Bank by instrument recorded in Official Record Book 3265, Page 1642; and assigned to Homeside Lending, Inc., by instrument recorded in Official Record Book 3295, Page 2636, all in the Public Records of Lee County, Florida.

*Satisfied 4/50/924*

Division of County Lands

Ownership and Easement Search

Search No. 14-47-25-B2-00200.0270

Date: October 29, 2003

Parcel: 308

Project: Three Oaks Parkway South Extension,  
Project 4043

NOTE (3): Mortgage executed by Marit Spitz, a single person in favor of Key Bank USA, N.A. dated April 25, 2001, recorded May 21, 2001, in Official Record Book 3416, Page 1024, Public Records of Lee County, Florida.  
*Satisfied 4/55/4/75*

NOTE (4): Final Judgment in favor of San Carlos Estates Water Control District, recorded in Official Record Book 4029, Page 4873, Public Records of Lee County, Florida.  
*\* Satisfied 4/3/2002*

*MORTGAGE: HomeBridge \$189,600 4/72/2000 1/14/04*

**Tax Status:** Taxes paid 2002; 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.**



*City of  
Bonita Springs*

9101 BONITA BEACH ROAD  
BONITA SPRINGS, FL 34135  
Tel: (239) 949-6262  
Fax: (239) 949-6239  
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  
Tel. (239) 949-6238

**Audrey E. Vance**  
City Attorney  
Tel. (239) 949-6254

**City Clerk/Treasurer**  
Tel: (239) 949-6250

**Public Works**  
Tel: (239) 949-6246

**Code Enforcement**  
Tel: (239) 949-6257

**Parks & Recreation**  
Tel: (239) 992-2556

**VIA FACSIMILE (239) 479-8391**

June 8, 2005

Mr. J. Keith Gomez  
Property Acquisition Agent  
Lee County  
PO Box 398  
Fort Myers, FL 33902

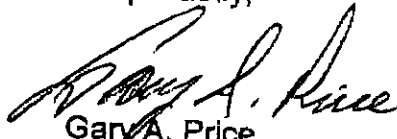
RE: Appraisal and Binding Offer – Three Oaks Parkway Extension  
Project No. 4043  
Parcels 200, 306, 307, 308, 320, 323, 338 and 341

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcels 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

# 5-Year Sales History

Parcel No. 308

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**