

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

Blue Sheet No. 20051299

1. ACTION REQUESTED/PURPOSE: Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$166,000 for Parcel 267, 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; 3) authorize payment of costs to close.

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

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

4. Departmental Category: 6 <i>C6E</i>		5. Meeting Date: <i>10-11-2005</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	73 & 125
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	BS20050468
		8. Request Initiated: Commissioner _____ Department _____ Independent Division _____ County Lands By: <u>Karen L.W. Forsyth, Director</u> <i>[Signature]</i>

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Partial acquisition of a fee-simple interest (±1.54 acres) in vacant tract.

Property Details:

Owner: Tesone Development, L.L.C.
Property Address: 25101 Tropic Acres Drive, Bonita Springs, FL 34135
STRAP No.: 23-47-25-B2-00002.0070

Purchase Details:

Binding Offer Amount: \$166,000
Estimated Closing Costs: \$3,000

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$166,000, and commence Eminent Domain procedures.

Appraisal Information:

Appraisal Firm: Carlson, Norris & Associates, Inc.
Appraised Value: \$154,000

Staff Recommendation: Staff is of the opinion that the purchase price increase (8%) above the appraised value, can be justified and may facilitate the acquisition process.

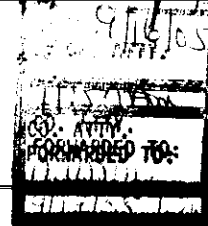
Account: 20404330709.506110

Attachments: Purchase and Sale Agreement, Appraisal Data, Title Data, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services <i>Cylin 11/2</i>				County Manager/P.W. Director
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	Analyst <i>[Signature]</i>	Risk <i>[Signature]</i>	Grants <i>[Signature]</i>	Mgr. <i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
9-14-05
2:00
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
9/22
4:30



This document prepared by:

Lee County
County Lands Division
Project: Three Oaks Parkway South Extension, No. 4043
Parcels: 267/Tesone
STRAP No.: 23-47-25-B2-00002.0070

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 **TESONE DEVELOPMENT, L.L.C.**, a Florida limited liability company, whose address is 26300 Southern Pines Drive, Bonita Springs, FL 34135, Owner, hereinafter referred to as **SELLER**, 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 ±1.54 acres, located at 25101 Tropic Acres Drive, Bonita Springs, Florida 34135 and more particularly described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, hereinafter called "the Property." This Property will be acquired for the Three Oaks Parkway South Extension 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 of the Property ("Purchase Price") will be One Hundred Sixty-Six Thousand and No/100 (\$166,000), 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, if applicable;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) SELLER's attorney and expert fees and costs.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed and easement;
- (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 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 15 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, to the best of SELLER'S knowledge, 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 forty-five (45) 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:

SELLER:

TESONE DEVELOPMENT, L.L.C., a
Florida limited liability company

Signature of Witness

(DATE)

Print Name of Witness

(Print Name and Title)

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)



November 04, 2004

THREE OAKS PARKWAY

PARCEL 267

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

A tract or parcel of land lying in Section 23, Township 47 South, Range 25 East, City of Bonita Springs, Lee County Florida, being more particularly described as follows:

From the northeast corner of the Northeast Quarter (NE-1/4) of said Section 23 run S 88° 52' 50" W along the north line of said Northeast Quarter (NE-1/4) for 663.24 feet to the Point of Beginning.

From said Point of Beginning run S 02° 15' 13" E for 618.09 feet; thence run S 87° 54' 33" W for 114.65 feet; thence run N 01° 07' 10" W for 619.91 feet to an intersection with the north line of said Northeast Quarter (NE-1/4); thence run N 88° 52' 50" E for 102.40 feet to the Point of Beginning. ✓

Containing 67,173.61 square feet or 1.54 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 23, Township 47 South, Range 25 East to bear S 88° 52' 50" W.

20013033/Parcel 267

Exhibit "A"

Page 1 of 2

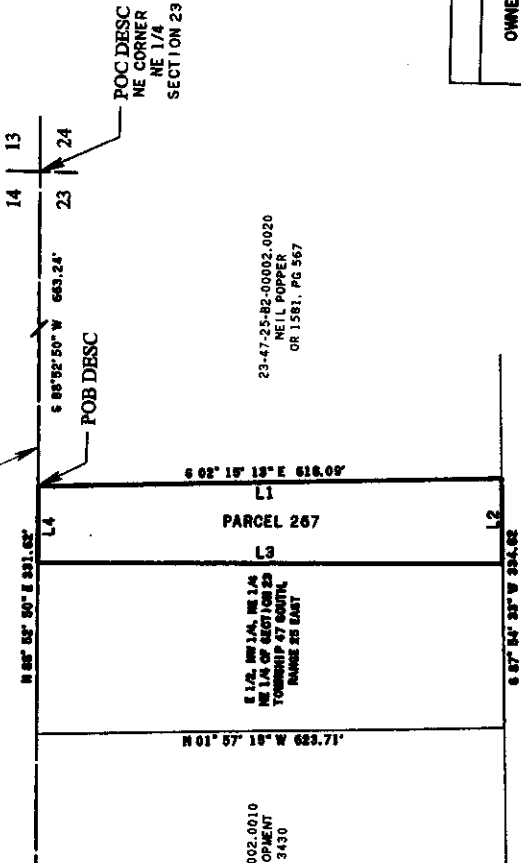
NOTES:

1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE NORTH LINE OF THE NE 1/4 OF SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 88°52'50" W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONINGS 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 67,174 SQUARE FEET (1.54 ACRES) MORE OR LESS.
15. NE / N.E. = NORTHEAST
16. SE / S.E. = SOUTHEAST
17. NW / N.W. = NORTHWEST
18. SW / S.W. = SOUTHWEST

SECTION 23, TOWNSHIP 47 SOUTH, RANGE 25 EAST

14-47-25-85-00001.0010
ROBERT B & JILL E SNE/JA
OR 3968, PG 28

NORTH LINE NE 1/4 SECTION 23



23-47-25-82-00002.0010
TESONE DEVELOPMENT
OR 3344, PG 3430

E 1/4, NW 1/4, NE 1/4
NE 1/4 OF SECTION 23
TOWNSHIP 47 SOUTH,
RANGE 25 EAST

23-47-25-82-00002.0020
NEIL POPPER
OR 1581, PG 567

23-47-25-85-00002.0000
ROBERT B & JILL E SNE/JA
OR 3968, PG 28

- L1 = 6 02' 15" 13" E 618.09'
- L2 = S 87' 54' 33" W 114.65'
- L3 = N 01' 07' 10" W 619.91'
- L4 = N 88' 52' 50" E 102.40'

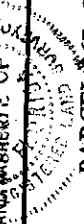
THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 5247

DATE SIGNED: 11/11/04

NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL PROFESSIONAL SEAL OF A FLORIDA
SURVEYOR AND MAPPER.



PARCEL 267 - THREE OAKS PARKWAY

**JOHNSON
ENGINEERING**

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (889) 334-4046
FAX (889) 334-9661
C.B. *642 & L.B. *642

AREA TABLE	
OWNER	TESONE DEVELOPMENT, LLC
STRAP NO.	23-47-25-82-00002.0070
AREA	SQUARE FEET
PARENT TRACT	206,879.51
TAKEN AREA	67,173.61
REMAINDER	139,705.90
	ACRES
	4.75
	1.54
	3.21

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

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SHEET
10-25-04	20013033	23-47-25	1 OF 2

Exhibit "A"

Page 2 of 2

EXECUTIVE SUMMARY

OWNER OF RECORD:

Tesone Development, LLC as per the Lee County Property Appraiser records.

LOCATION:

The subject property is located east of Tropic Acres Drive in Section 23-47-25, Lee County, Florida.

LAND AREA:

The subject property contains 10.00 acres, according to the information provided by the Lee County Property Appraiser. A survey indicating the exact size and dimensions of the site was not provided. The proposed taking for Parcel 267 is the easterly 102.40' to 114.65' x 618.09' to 619.91' for a total take area of 67,174 square feet (1.54 acres). The remainder tract size is 8.46 acres. This report is subject to surveys of the parent tract, take, and remainder parcels.

IMPROVEMENTS:

None.

ZONING/LAND USE:

The subject property is zoned AG-2, which is an Agricultural zoning classification within Lee County. The subject property is designated for Medium Density Multi-Family Residential development. This land use classification allows up to 10 units per acre.

**HIGHEST AND BEST USE
(Before Take):**

Multi-Family Residential Development

**HIGHEST AND BEST USE
(After Take):**

Multi-Family Residential Development

**MARKET VALUE BEFORE
TAKE:**

\$1,000,000

VALUE OF PART TAKEN:

\$154,000

**REMAINDER VALUE AS
PART OF WHOLE:**

\$846,000

**REMAINDER VALUE
AFTER TAKE:**

\$846,000

SEVERANCE DAMAGES:

\$ 0

AMOUNT DUE OWNER:

\$154,000

INTEREST APPRAISED:

Fee Simple Interest

DATE OF VALUATION:

17 May 2005

DATE OF REPORT:

25 May 2005

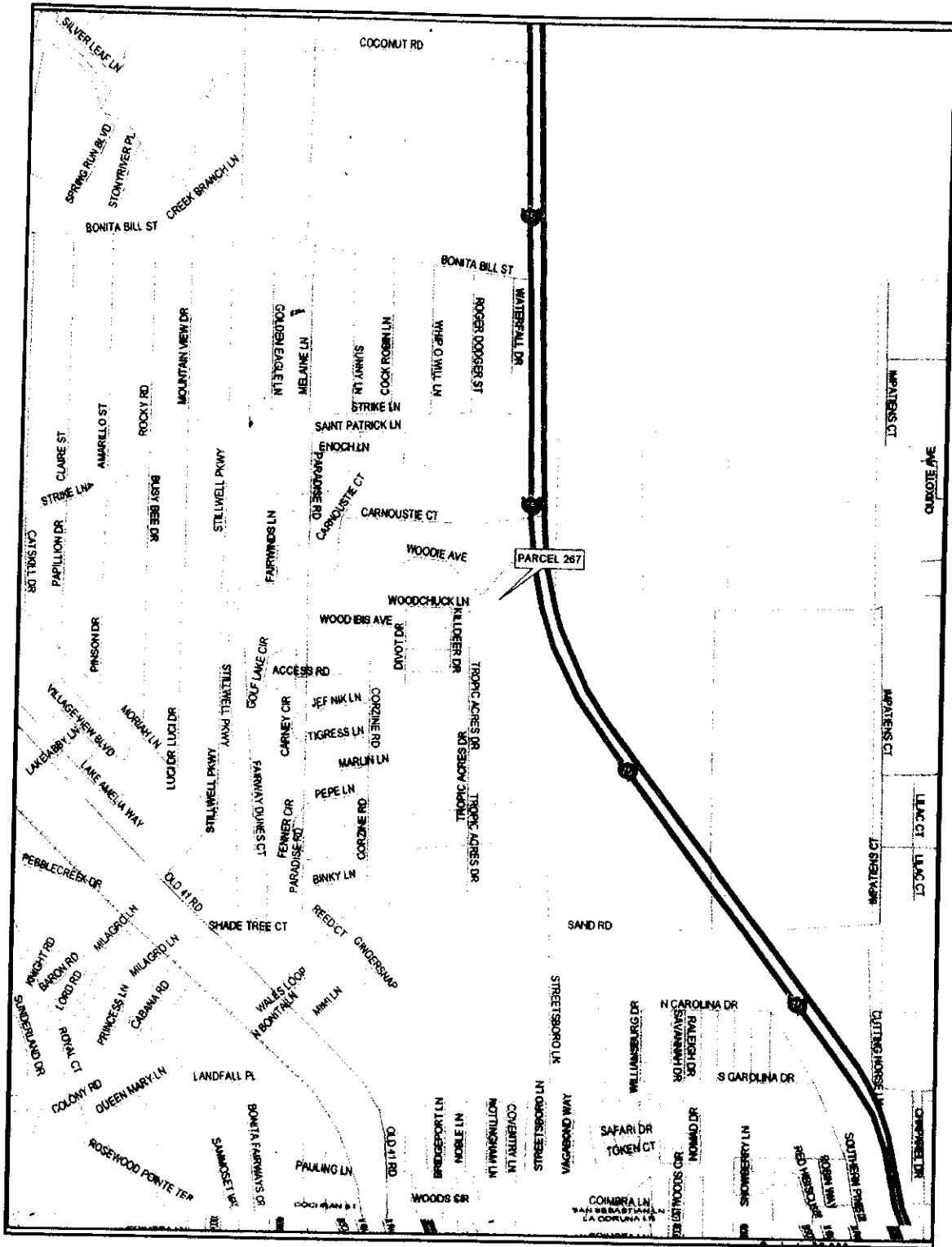
APPRAISERS:

W. Michael Maxwell, MAI, SRA
Andrea Terregrossa, Registered Trainee Appraiser

**EXTRAORDINARY
ASSUMPTIONS:**

As mentioned previously, this report is subject to the receipt of survey information depicting the exact size of the parent tract, take, and remainder parcels. This report is also subject to exact legal descriptions.

MARKET AREA MAP:



Division of County Lands

Ownership and Easement Search

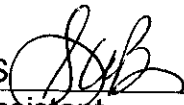
Search No. 23-47-25-B2-00002.0070

Date: July 26, 2004

Parcel: 267

Project: Three Oaks Parkway South Extension,
Project 4043

To: J. Keith Gomez
Property Acquisition Agent

From: Shelia A. Bedwell, CLS 
Property Acquisition Assistant

STRAP: 23-47-25-B2-00002.0070

Effective Date: June 29, 2004, at 5:00 p.m.

Subject Property: The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 47 South, Range 25 East, Lee County, Florida.

Title to the subject property is vested in the following:

Tesone Development, LLC, a Florida limited liability company

By that certain instrument dated December 28, 2000, recorded December 29, 2000, in Official Record Book 3344, Page 3430, Public Records of Lee County, Florida.

Easements:

None found of record.

Tax Status: 2003 taxes have been paid in full.

(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. 267

Three Oaks Parkway South Extension
Project No. 4043

NO SALES in PAST 5 YEARS