

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

Blue Sheet No. 20051298

1. ACTION REQUESTED/PURPOSE: Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$12,750 for Parcel 261, Three Oaks Parkway South 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) 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 CCA		5. Meeting Date: 10-25-2005
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 Res. 05-01-10	8. Request Initiated: Commissioner _____ Department _____ Independent Division _____ County Lands By: Karen L.W. Forsyth, Director <i>[Signature]</i>

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee-simple interest (±33 sq. ft.) from an improved lot (site), within a mobile home park.

Property Details:

Owner: Tesone Development, L.L.C.

Property Address: 26300 Southern Pines Drive, Bonita Springs, FL 34135

STRAP No.: 25-47-25-B2-00002.0000

Purchase Details:

Binding Offer Amount: \$12,750 (including attorney and expert fees/costs, and damages to the remainder).

Estimated Closing Costs: \$1,000

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$12,750, and commence Eminent Domain procedures.

Appraisal Information:

Appraisal Firm: Carlson, Norris & Associates, Inc.

Appraised Value of Parent Lot: \$104,000

Appraised Value Calculation for Acquisition Area: \$10,600

Staff Recommendation: Staff is of the opinion that the purchase price increase (\$2,150) above the appraised value, can be justified and may facilitate the acquisition process.

Account: 20404330709.506110

Attachments: Purchase and Sale Agreement, Appraisal Data/Map, Title Data, City of Bonita Springs Recommendation, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services <i>Admin 10/13</i>				County Manager/P.W. Director
<i>K. Forsyth</i>			<i>BAO 10/13</i>	<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i>
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>HS 10/13/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

REC'D
 by CO. ATTY:
 10-7-05
 4:30 p.m.
 CO. ATTY.
 FORWARDED TO:
 10/10/05 10:30am

RECEIVED BY
 COUNTY ADMIN:
 10-10-05
 11:25
 COUNTY ADMIN
 FORWARDED TO:
 10-13-05 MR.
 12:05

This document prepared by
Lee County Division of County Lands
Project: Three Oaks Parkway South, 4043
Parcel: 261/Southern Pines
STRAP No.: 25-47-25-B2-00002.0000

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, 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 fee-simple parcel of land consisting of ±32.99 square feet, and more particularly described in Exhibit "A", attached hereto and made a part hereof, hereinafter called the Property and being located at 26300 Southern Pines Drive, Bonita Spring, Florida. 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"), including damages to the remainder property, will be Twelve Thousand Seven Hundred Fifty Dollars (\$12,750), 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 conditions 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, 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 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:

Tesone Development L.L.C., a Florida
limited liability company

BY _____
(DATE)

(Print Name and Title)

(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)



November 04, 2004

Page 1 of 2

THREE OAKS PARKWAY

PARCEL 261

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

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

From the southeast corner of the Northeast Quarter (NE-1/4) of said Section 25 run S 89° 15' 06" W along the south line of said Northeast Quarter (NE-1/4) for 430.73 feet to the westerly right-of-way line of Interstate 75 (State road 93); thence continue S 89° 15' 06" W along the south line of said Northeast Quarter (NE-1/4) for 3513.53 feet to the Point of Beginning.

From said Point of Beginning run S 89° 15' 06" W along the south line of said Northeast Quarter (NE-1/4) for 24.01 feet; thence run N 00° 07' 43" W for 2.83 feet to an intersection with a non-tangent curve; thence run easterly along the arc of said curve to the left, having a radius of 1139.00 feet (delta 01° 12' 53")(chord bearing S 84° 00' 33" E)(chord 24.15 feet) for 24.15 feet to the Point of Beginning.

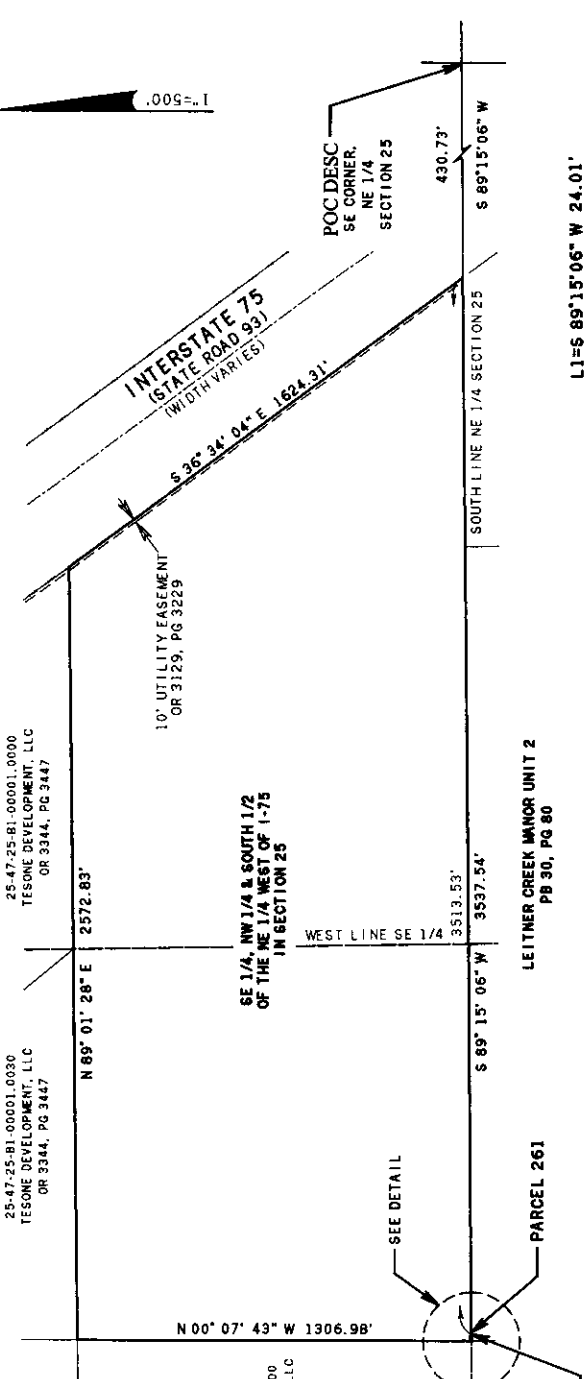
Containing 32.99 square feet or 0.0008 acres, more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (NAD 83/90 Adjustment.) and are based on the south line of the Northeast Quarter (NE-1/4) of Section 25, Township 47 South, Range 25 East to bear S 89° 15' 06" W.

20013033/Parcel 261

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST

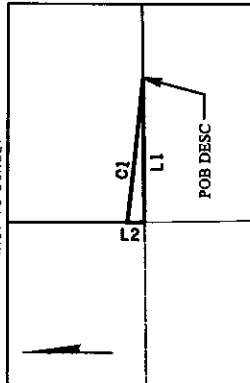
- NOTES:**
- BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR S 89°15'06" W.
 - THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 - POC = POINT OF COMMENCEMENT.
 - DESC = DESCRIPTION.
 - R = RADIUS
 - Δ = DELTA ANGLE
 - CB = CHORD BEARING
 - CH = CHORD DISTANCE
 - L = ARC LENGTH
 - OR = OFFICIAL RECORD
 - PG. / PGS. = PAGE OR PAGES
 - DESCRIPTION ATTACHED
 - PARCEL CONTAINS 32.99 SQUARE FEET (0.008 ACRES) MORE OR LESS.
 - NE / N.E. = NORTHEAST
 - SE / S.E. = SOUTHEAST
 - NW / N.W. = NORTHWEST
 - SW / S.W. = SOUTHWEST



L1 = S 89°15'06" W 24.01'
L2 = N 00°07'43" W 2.83'

C1
R = 1139.00'
Δ = 01°12'53"
CB = S 84°00'33" E
CH = 24.15'
L = 24.15'

DETAIL
(NOT TO SCALE)



OWNER	TESONE DEVELOPMENT, LLC
STRAP NO.	25-47-25-B2-00002.0000
AREA	SQUARE FEET
PARENT TRACT	4,010,775.19
TAKEN AREA	32.99
REMAINDER	4,010,742.20
	ACRES
	92.07
	0.0008
	92.07

THIS IS NOT A SURVEY

Mark G. Wentzel
MARK G. WENTZEL (FOR THE FIRM LB 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NUMBER 5247
DATE SIGNED: 11/14/04
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

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

JOHNSON ENGINEERING

2156 JOHNSON STREET
P.O. BOX 1550
FORT WORTH, TEXAS 76102-1550
PHONE: (817) 334-3661
FAX: (817) 334-3661
E.B. *642 & L.B. *642

PARCEL 261 - THREE OAKS PARKWAY

SKETCH TO ACCOMPANY DESCRIPTION

DATE: 10-22-04
PROJECT NO.: 20013033
FILE NO.: 25-47-25
SCALE: 1"=500'
SHEET: 1 OF 2

Value Calculation – Partial Acquisition:

Parent Lot Value.....	\$	104,000
Less Parcel 261 Value – 33 sq. ft. x \$6.50 =	\$	<u>215</u>
Remainder Value.....	\$	103,785

Damages to Remainder:

$$\text{Remainder Value} \times 10\% \text{ or } \$103,785 \times 10\% = \$ 10,379$$

Total Compensation Calculation:

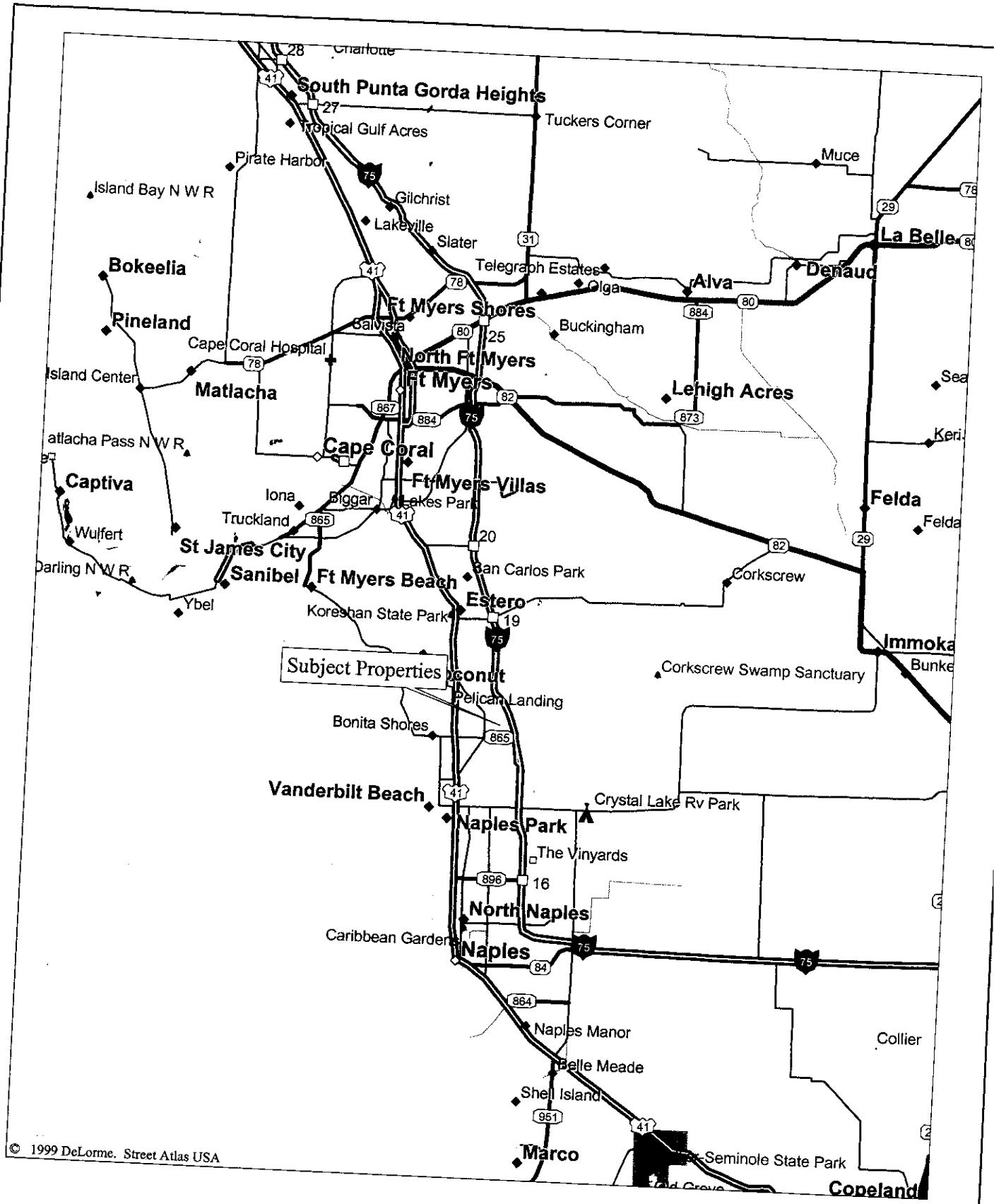
Value of Part Taken + Damages (\$215 + \$10,379)	\$10,594	\$10,600
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Individual Lot Values
 Project 4043-Three Oaks Parkway Extension
 Parcel 261 / 261 SDE / 261 DE

Lot #	Approximate Site Size (sf)	Value per SF \$/sf	Lot Value Estimate \$
* 1	20,791	\$5.00	\$104,000
2	17,000	\$5.00	\$85,000
3	9,000	\$8.00	\$72,000
4	9,000	\$8.00	\$72,000
5	9,000	\$8.00	\$72,000
6	9,000	\$8.00	\$72,000
7	9,000	\$8.00	\$72,000

Gross Retail Value of Seven Impacted Parcels \$549,000
 05-39-261lotvalu

Square foot values averaged @ \$6.50



LOCATION MAP

Division of County Lands**Ownership and Easement Search**

Search No. 25-47-25-B2-00002.0000

Date: January 5, 2005

Parcel: 261, 261DE & 261SDE

Project: Three Oaks Pkwy. South Extension

Project #4043 (BSU Parcels in San Carlos Estates – S to Leitner Creek)

To: J. Keith Gomez
Property Acquisition AgentFrom: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 25-47-25-B2-00002.0000

Effective Date: November 24, 2004, at 5:00 p.m. ⁹⁻¹⁻⁰⁵**Subject Property:** The Southeast quarter of the Northwest quarter and the South one half of the Northeast quarter lying West of I-75 in Section 25, Township 47 South, Range 25 East, all lying and being in 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 3447, Public Records of Lee County, Florida.

Easements:

1. Subject to a Utility Easement granted to Bonita Springs Utilities, Inc., recorded in Official Record Book 3129, Page 3229, Public Records of Lee County, Florida.

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

NOTE(2): Subject to Resolution Number ZAB-86-64 adopted by the B.O.C.C. of Lee County and recorded in Official Record Book 1865, Page 2869, Public Records of Lee County, Florida.

NOTE(3): 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.

NOTE(4): Subject to an Offer to Purchase recorded in Official Record Book 2064, Page 768, which was replaced by a Notice of Right to Purchase recorded in Official Record Book 2575, Page 4041, Public Records of Lee County, Florida.

NOTE(5): There are no active leases found of record for Oil, Gas and Minerals. The Oil, Gas and Mineral Rights for the subject property were not reserved and said rights are believed to be held by the current owners.

Division of County Lands

Ownership and Easement Search

Search No. 25-47-25-B2-00002.0000

Date: January 5, 2005

Parcel: 261, 261DE & 261SDE

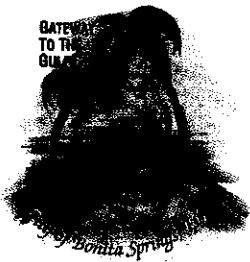
Project: Three Oaks Pkwy. South Extension

Project #4043 (BSU Parcels in San Carlos
Estates – S to Leitner Creek)

Tax Status: \$121,633.91 paid on 11/30/04 for Tax Year 2004.

(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

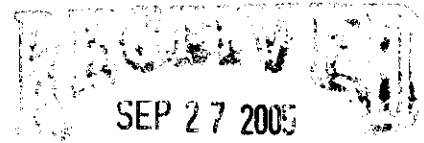
Audrey E. Vance
City Attorney
Tel. (239) 949-6254

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

COUNTY LANDS

September 23, 2005

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

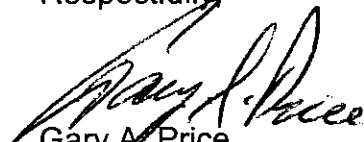
RE: Appraisal and Binding Offer Amounts: Parcels 261 and 267
Three Oaks Parkway Extension, Project No. 4043

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. 261

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Tesone Development Corp.	Tesone Development, L.L.C.	\$8,038,500	12/29/00	N*

*The referenced transaction included the sale of additional parcels.