

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

**Blue Sheet No. 20051462**

**1. ACTION REQUESTED/PURPOSE:** Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$372,000 for Parcel 100A and 100B (inclusive of \$2,000 allowance for moving expenses), 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 moving expense allowance directly to the occupant/tenant.

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

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

**4. Departmental Category:** 6 **C6E** **5. Meeting Date:** **10-25-2005**

<b>6. Agenda:</b>		<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b>	
<input checked="" type="checkbox"/> Consent		<input checked="" type="checkbox"/> Statute	73 & 125	<b>Commissioner</b>	
<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		<b>Department</b>	Independent
<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code		<b>Division</b>	County Lands
<input type="checkbox"/> Public		<input type="checkbox"/> Other		<b>By:</b>	Karen L.W. Forsyth, Director
<input type="checkbox"/> Walk-On					

**9. Background:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee-simple acquisition, including a single-family home.

**Property Details:**

**Owner:** Nancy M. Baker  
**Occupant/Tenant:** William & Margaret Waters  
**Property Address:** 11511 East Terry Street, Bonita Springs  
**STRAP No.:** 25-47-25-B3-00004.3000

**Purchase Details:**

**Binding Offer Amount:** \$372,000 (inclusive of attorney fees and \$2,000 for moving expenses)

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$372,000, and commence Eminent Domain procedures.

**Appraisal Information:**

**Appraisal Firm:** Carlson, Norris & Associates, Inc.  
**Appraised Value:** \$331,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase (12.5%) above the appraised value can be justified, and may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action.

**Account:** 20404330709.506110

**Attachments:** Purchase and Sale Agreement, Appraisal Data, Location Map and Survey, Title Data, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>			<i>SAO 10/13</i>	<i>[Signature]</i>	Analyst	Risk	Grants	Mgr.	<i>[Signature]</i> 10.13.05

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY  
 COUNTY ADMIN:  
 10-12-05  
 10:40  
 COUNTY ADMIN  
 FORWARDED TO:  
 10-12-05  
 11:00 EW

Rec. by CoAtty  
 Date: 10/12/05  
 Time: 11:00am  
 Forwarded To:  
 Admin.  
 10/12/05 10:15 am

This document prepared by

Lee County Division of County Lands

Project: Three Oaks Parkway South, 4043

Parcel: 100A, 100B/Baker

STRAP No.: 25-47-25-B3-00004.3000

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 Nancy Mae Baker, as surviving tenant by the entirety of Arnold D. Baker, deceased, hereinafter referred to as SELLER, whose address is 2600 Pualani Way, Unit 2904, Honolulu, HI, 96815, 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 ±2.04 acres more or less, improved with a single-family residence, and located at 11511 E. Terry 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, inclusive of damages to the remainder, ("Purchase Price") will be Three Hundred Seventy-Two Thousand Dollars (\$372,000). The Purchase Price will be paid as to the following: 1) \$370,000 will be payable at closing by County warrant to SELLER, 2) \$2,000 will be paid by BUYER directly to the occupant/tenant for moving expenses. 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. 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.

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:

\_\_\_\_\_  
Nancy Mae Baker (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: Baker**  
**PARCEL NO.: 100A/B**

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 for the tenant, the home, additions, improvements, landscaping and for all fixtures, including but not limited to, built-in-appliances, air conditioning unit, hot water heater, 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

\_\_\_\_\_  
Nancy Mae Baker (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)



October 20, 2004

**THREE OAKS PARKWAY**

**PARCEL 100-A**

**PARCEL 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:

Commencing at the southwest corner of the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of the Southeast Quarter (SE-1/4) of said Section 25, run N 01° 04' 09" W along the west line of said Southeast Quarter (SE-1/4) for 35.00 feet to an intersection with the north right-of-way line of East Terry Street and the Point of Beginning.

From said Point of Beginning continue N 01° 04' 09" W along said west line for 212.00 feet to an intersection with the south line of lands described in Official Record Book 1985, Page 2058 of the Public Records of Lee County, Florida; thence run N 89° 05' 19" E along said south line for 150.00 feet; thence run S 01° 04' 09" E for 185.80 feet; thence run N 87° 35' 31" E for 181.04 feet; thence run S 01° 04' 39" E for 30.93 feet to the north right-of-way line of East Terry Street; thence run S 89° 05' 18" W along said right-of-way line for 330.99 feet the Point of Beginning.

Containing 36,970.80 square feet (0.85 acres), more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (N.A.D. 83/90 Adjustment.) and are based on the west line of the Southeast Quarter (SE-1/4) of Section 25, Township 47 South, Range 25 East to bear N 01° 04' 09" W.

**Exhibit "A"**

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October 20, 2004

**THREE OAKS PARKWAY**

**PARCEL 100-B**

**PARCEL 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:

Commencing at the southwest corner of the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of the Southeast Quarter (SE-1/4) of said Section 25, thence run N 01° 04' 09" W along the west line of the Southeast Quarter (SE-1/4) of Section 25 for 662.79 feet to an intersection with the south line of lands described in Official Record Book 4045, at Page 565 of the Public Records of Lee County, Florida and the Point of Beginning.

From said Point of Beginning run N 89° 07' 46" E along said south line for 150.00 feet; thence run S 01° 04' 09" E for 345.69 feet to an intersection with the north line of lands described in Official Record Book 1985 at Page 2058 of said public records; thence run S 89° 05' 19" W along said north line for 150.00 feet to the west line of the Southeast Quarter (SE-1/4) of said Section 25; thence run N 01° 04' 09" W along said west line for 345.79 feet to the Point of Beginning.

Containing 51,860.80 square feet (1.19 acres), more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (N.A.D. 83/90 Adjustment.) and are based on the west line of the Southeast Quarter (SE-1/4) of Section 25, Township 47 South, Range 25 East to bear N 01° 04' 09" W.

**Exhibit "A"**

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## SUMMARY OF SALIENT FACTS AND CONCLUSIONS

**PROJECT:** Three Oaks Parkway Extension, Project 4043  
Parcel Numbers 100A, 100B and 100DE ✓

**OWNER OF RECORD:** Nancy M. Baker ✓

**LOCATION:** 11511 East Terry Street, Bonita Springs, Florida  
34135 ✓

**LAND AREA:** Larger Parcel: 4.50 acres or 196,145 square feet  
Parcel 100A: 38,768 square feet more or less  
Parcel 100B: 51,836 square feet more or less  
Parcel 100DE: 2,716 square feet

**IMPROVEMENTS:** A single family residence containing 1,659 square feet total area.

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

**ZONING:** AG-2

**HIGHEST AND BEST USE:** Residential

**ESTIMATED LAND VALUE/SF:** \$100,000 per acre or \$2.30 per square foot

**ESTIMATED VALUE BY THE COST APPROACH:** Not Applicable

**ESTIMATED VALUE BY THE INCOME APPROACH:** Not Applicable

**ESTIMATED VALUE BY THE SALES COMPARISON APPROACH:**

Larger Parcel Vacant Land:	\$451,000
Improvements Value:	\$66,500
Total Larger Parcel Value:	\$517,500

Parcel 100 A: \$175,700  
Parcel 100 B: \$155,200 } 330,900 say \$331,000

**Compensation Due the Property Owner:**

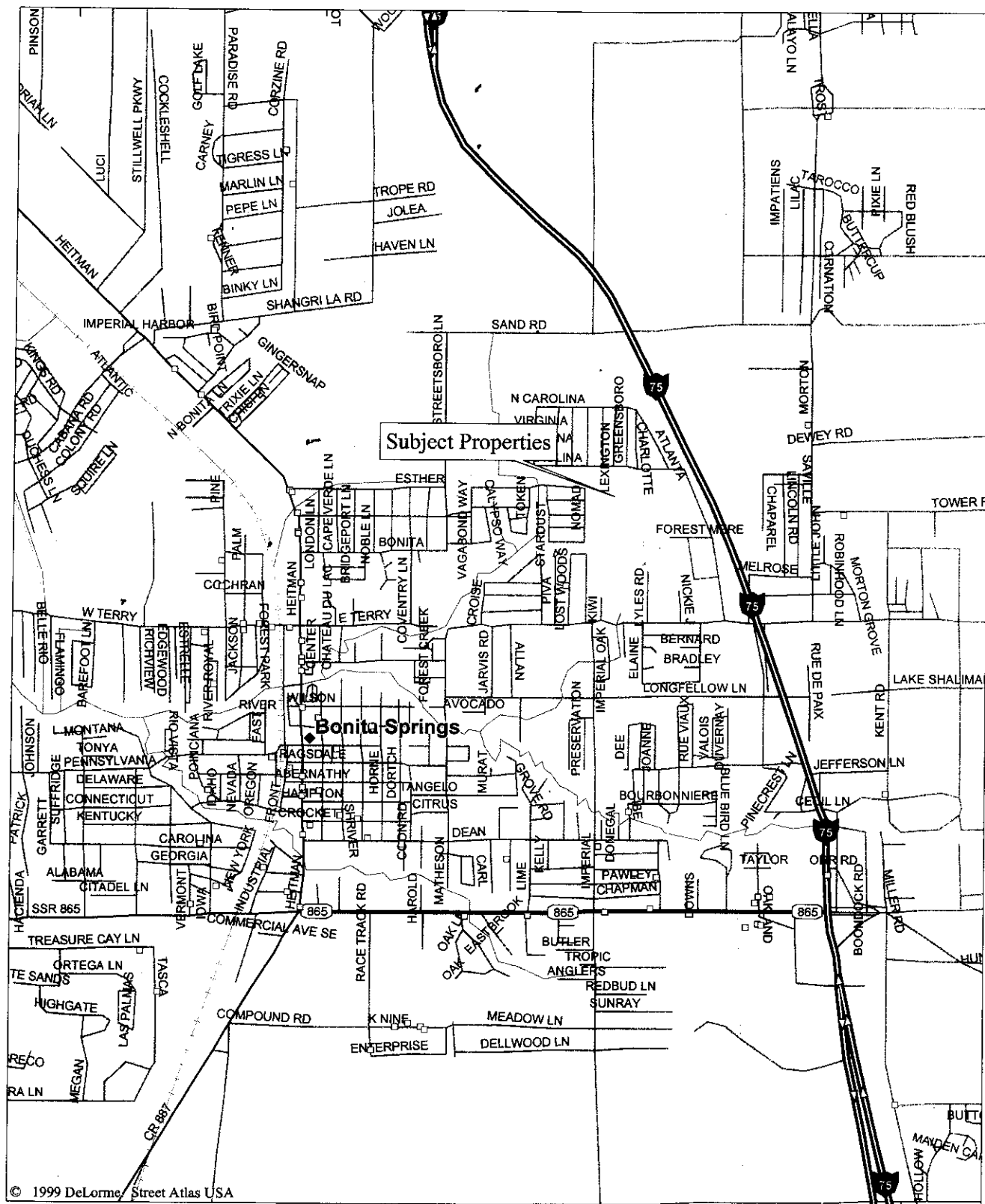
**DATE OF VALUE ESTIMATE:** April 8, 2005

**DATE OF REPORT:** April 13, 2005

**USPAP APPRAISAL TYPE:** Complete

**USPAP REPORT TYPE:** Summary

**APPRAISER:** J. Lee Norris, MAI, SRA  
State Certified General Appraiser #0000643



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### MARKET AREA MAP



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

Search No. 25-47-25-B3-00004.3000

Date: January 5, 2005

Parcel: 100A&amp;B, 100SE

Project: Three Oaks South Extension (East Terry Street to N. Leitner Creek) Project No. 4043

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

STRAP: 25-47-25-B3-00004.3000

Effective Date: November 24, 2004, at 5:00 p.m. *8/2005***Subject Property:** See attached Schedule "X"

Title to the subject property is vested in the following:

**Nancy Mae Baker as surviving tenant by the entirety of Arnold D. Baker, deceased**

By that certain instrument dated December 20, 1958, recorded March 18, 1959, in Official Record Book 299, Page 30, Public Records of Lee County, Florida.

**Easements:**

1. Subject to an access easement 50 feet in width which runs north and south and whose center line bisects the west half of the southwest quarter of the southwest quarter of the southeast quarter of Section 25, Township 47 South, Range 25 East, as recited in Deed recorded in Official Record Book 343, Page 89, Public Records of Lee County, Florida.
2. The south 35 feet of the subject property was reserved for County road right of way in Deed Book 299, Page 30, Public Records of Lee County, Florida.

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

NOTE (2): 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 (3): Subject property is not encumbered by an Oil, Gas &amp; Mineral Lease, nor were said rights reserved in any instrument found of record.

**Tax Status:** \$3,023.37 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.**

**Division of County Lands**

**Ownership and Easement Search**

Search No. 25-47-25-B3-00004.3000

Date: January 5, 2005

Parcel: 100A&B, 100SE

Project: Three Oaks South Extension (East Terry Street to N. Leitner Creek) Project No. 4043

**Schedule "X"**

The West half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 25, Township 47 South, Range 25 East, containing five acres more or less, excepting the South 35 feet thereof reserved for county roadway right of way.

LESS

The North 70 feet of the South 317 feet of the West half of the West half of the Southwest quarter of the Southwest quarter of the Southeast quarter in Section 25, Township 47 South, Range 25 East; subject to road easement along the East 25 feet, together with an access easement over a 50 foot road lying 25 feet on each side of center line, which center line runs North and South and bisects the West half of the Southwest quarter of the Southwest quarter of the Southeast quarter of said Section.

# 5-Year Sales History

Parcel No. 100A/B

Three Oaks Parkway South Extension  
Project No. 4043

**NO SALES in PAST 5 YEARS**