

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

Blue Sheet No. 20060609

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$1,500 for Parcel 58, Gladiolus Drive Widening, Project No. 4083, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

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

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6

CGB

5. Meeting Date: **06-06-2006**

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute **125**
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Independent
 Division County Lands
 By: Karen L.W. Forsyth, Director

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee Interest in 50 square feet of vacant land.

Property Details:

Owner: Hannah L. Wilson
Address: Gladiolus Drive and Straight Street, Fort Myers
STRAP: 32-45-24-00-00018.0000

Purchase Details:

Binding Offer Amount: \$1,500

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$1,500, and commence Eminent Domain procedures.

Appraisal Information:

Appraised Value: \$200 as of March 1, 2006
Company: Hanson Real Estate Advisors, Inc.

Staff Recommendation: Staff is of the opinion that the purchase price increase 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 which is estimated between \$1,500 and \$3,000 excluding any land value increases.

Account: 20408330700.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Summary, Location Map, Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. P. ...</i>			<i>SAD 5/16</i> <i>(and 5-18)</i>	<i>Robert ...</i> <i>5-19-06</i>	<i>5/22</i>	<i>5/22/06</i>	<i>5/22/06</i>	<i>5/22/06</i>	<i>HS 5/24/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 5-22-06
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 5/22/06
 12:00 PM

RECEIVED
 Date: *5/15/06*
 Time: *4:00 PM*
 Forwarded To: *[Signature]*
 5/17/06 4:30 PM

This document prepared by
Lee County Division of County Lands
Project: Gladiolus Drive Widening, No. 4083
Parcel: 58
STRAP No.: 32-45-24-00-00018.0000

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 Hannah L. Wilson, a single person, hereinafter referred to as SELLER, whose address is 1182 NW 121st Street, N. Miami, FL 33168, 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 50 square feet more or less, and located at 10520 Gladiolus Drive, Fort Myers, FL 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 Gladiolus Drive Widening Project, No. 4083, 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 One Thousand Five hundred and 00/100 dollars (\$1,500.00), 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, 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 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:

SELLER:

Hannah L. Wilson

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)

Exhibit "A"

DESCRIPTION

PARCEL 58

OF

A triangular shaped parcel or tract of land lying in and being a part of a parcel of land described and recorded in Official Record Book 3988 at Pages 3541-3542, Lee County Public Records, said parcel or tract lying in Section 32, Township 45 South, Range 24 East, Lee County, Florida, being described as follows:

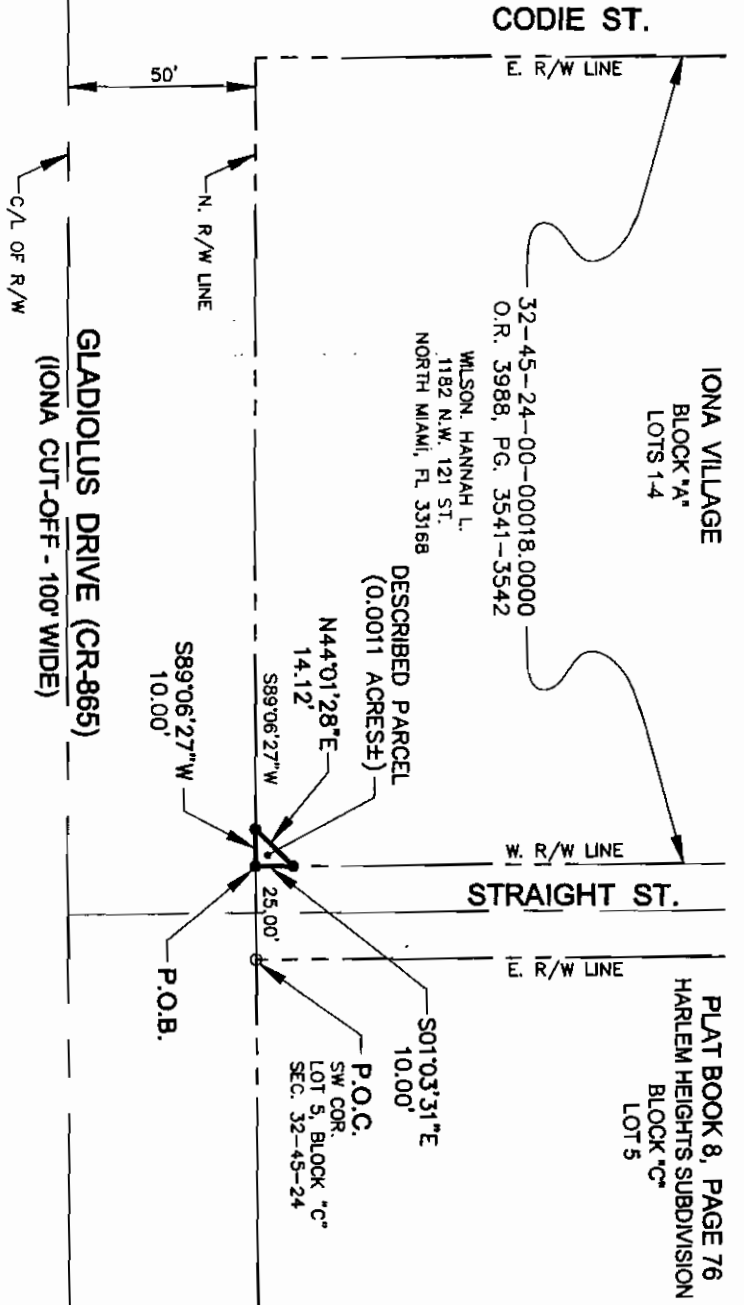
Commencing at the southwest corner of Lot 5, Block "C", Harlem Heights Subdivision, as shown in Plat Book 8, Page 76, Public Records of Lee County, Florida, said point being on the north right of way line Gladiolus Drive (IONA Cut-Off - 100 feet wide) and the east right of way line of "Straight Street" (25.00 feet wide); thence run S 89° 06' 27" W along the north right of way line of Gladiolus Drive for a distance of 25.00 feet to the Point of Beginning of the parcel or tract described herein; thence continue S 89° 06' 27" W along said north right of way line for a distance of 10.00 feet; thence (departing said right of way line) run N 44° 01' 28" E for a distance of 14.12 feet to a point on the west right of way line of Straight Street; thence run S 01° 03' 31" E along said right of way line for a distance of 10.00 to the Point of Beginning, containing 50.00 square feet (0.0011 acres) more or less..

Bearings mentioned hereinabove are based on a parcel or tract of land recorded in Official Record Book 3988, Pages 3541-3542, Public Records of Lee County, Florida showing the north right of way line Gladiolus Drive (IONA Cut-Off - 100 feet wide) as bearing S 89° 06' 27" W.



Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. LS-2987

Exhibit "A"



LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORD
PAGE	PAGE
SEC.	SECTION
COR.	CORNER
(D)	DEED
(C)	CALCULATED
(P)	PLAT
R/W	RIGHT OF WAY
C/L	CENTERLINE

NOTE:
 BEARINGS SHOWN HEREON ARE BASED ON O.R. 3988, PG. 3541-3542 SHOWING THE NORTH R/W LINE OF GLADIOLUS DRIVE AS BEARING S89°06'27\"/>

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

Arthur W. Parsons, County Surveyor
 Professional Surveyor & Mapper
 Florida Certificate No. LS-2987

DATE: 10/05

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

NOT A SURVEY
 SKETCH IS TO ACCOMPANY
 A LEGAL DESCRIPTION

A PARCEL OR TRACT OF LAND
 LYING IN SECTION 32, TOWNSHIP 45 S.,
 RANGE 24 E., LEE COUNTY, FLORIDA

DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION		SHEET NO.
		2 of 2
Designed by: A.W.P.	Date: 10/05	Disk: 20005
Drawn by: O.K.	Date: 10/05	Scale: 1"=40'
Chk'd: A.W.P.	Date: 10/05	050282701

Division of County Lands

Ownership and Easement Search

Search No. 22274

Date: December 20, 2002

Parcel:

Project: Gladiolus Drive Project 4083

To: Karen L.W. Forsyth
Director

From: Shelia A. Bedwell, CLS
Real Estate Title Examiner *Shelia A. Bedwell*

STRAP: 32-45-24-00-00018.0000

*No other changes as of
4/29/06* *[Signature]*

Effective Date: December 9, 2002, at 5:00 p.m.

Subject Property: The westerly 216 feet of the easterly 241 feet of the northeast 1/4 of the southeast 1/4 of the northwest 1/4 LESS Parcel 18.0001 as recorded in Official Record Book 1115, at Page 0854 of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Hannah L. Wilson, a single woman

by that certain instrument dated March 4, 1997, recorded March 18, 1997, in Official Record Book 2802, Page 1779, Public Records of Lee County, Florida.

and O.R. 3988, page 3541

Easements:

None found of record.

NOTE (1): Deed recorded March 18, 1997, in Official Record Book 2802, Page 1779, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (2): Fort Myers Beach/Iona-McGregor Waste Water Collection Assessment due in the amount of \$1,429.58, good through December 31, 2002.

Tax Status: 2001 Ad Valorem Taxes are PAID IN FULL; 2002 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.

HANSON REAL ESTATE ADVISORS, INC.
Real Estate Valuation and Counseling

March 3, 2006

Robert G. Clemens
Acquisition Program Manager
Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

Re: Complete Summary Appraisal Report No. 06-02-01.58
Project: Gladiolus Drive Widening Project (No. 4083)
Parcel No.: 58
Owner: Hannah L. Wilson
County: Lee County, Florida

Dear Mr. Clemens:

We are pleased to transmit this summary report of a complete appraisal that was prepared on the above referenced property. The purpose of this appraisal is to estimate the market value of those property rights proposed for acquisition by Lee County, Florida together with all legally compensable diminution in value to the remaining land (if any) which can be attributed to the proposed partial takings, or the uses and/or activities proposed thereon. The attached report sets forth the data, research, analyses and conclusions for this appraisal.

This assignment has been completed in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP") – 2005 Edition, as published by the Appraisal Standards Board of the Appraisal Foundation; and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. In so much that the appraisers did not invoke the Departure Provision of USPAP in the development of the valuation analysis and opinions, the appraisal is identified as a Complete Appraisal. The appraisers have communicated the valuation analysis and opinions in a Summary Appraisal Report format, as defined by Standard Rule 2-2 (b) of USPAP. The market value estimate is reported subject to the Extraordinary Assumptions, General Assumptions, and Hypothetical Conditions (if any) summarized below and in the Addendum of this report.

Market value for this purpose is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;

2. both parties are well informed or well advised and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA") of 1989.

The client and intended user of this report is identified as Robert G. Clemens, Acquisition Program Manager, Division of County Lands, whose address is P.O. Box 398, Fort Myers, FL 33902. The intended use of the report is to provide the client and intended user an aid in estimating the amount due the owner (i.e., full compensation) based upon the proposed partial acquisition identified within.

The parent tract, containing 2.31 acres (100,678 SF) of gross land area, is located at the northwest corner of Gladiolus Drive and Straight Street in the Fort Myers market area of Lee County, Florida. The vacant property is irregular shaped with a northerly edge measuring 216.00 feet, a non-linear easterly edge measuring 832.42 feet with 316.42 feet along the westerly right-of-way of Straight Street, a westerly edge measuring 615.79 feet along the easterly right-of-way of Codie Street, and a southerly edge measuring 216.00 feet along the northerly right-of-way of Gladiolus Drive. The parent tract is zoned TFC-2 (Two Family Conservation) and is designated Urban Community on the Future Land Use Map of the Lee County Comprehensive Plan. The appraisers have estimated the highest and best use of the parent tract "as vacant" is for potential residential development.

The partial acquisition area, is identified as Parcel 58 (Fee Taking), contains 50.00 square feet. It is a proposed fee simple acquisition for road right-of-way for Gladiolus Drive, and is located at the southeast corner of the parent tract. The taking is triangular shaped and is characterized by a northerly edge measuring 14.12 feet, a southerly edge which measuring 10.00 feet along the northerly right-of-way of Gladiolus Drive and a easterly edge measuring 10.00 feet along the westerly right-of-way of Straight Street. There are no improvements of any consequence located within this partial acquisition area.

The remainder property, containing 2.31 acres (100,628 SF) of gross land area, is irregular shaped, with a northerly edge measuring 216.00 feet, a non-linear easterly edge measuring 822.42 feet with 306.42 feet along the westerly right-of-way of Straight Street, a westerly edge measuring 615.79 feet along the easterly right-of-way of Codie Street, and a southerly edge measuring 206.00 feet along the northerly right-of-way of Gladiolus Drive. The highest and best use remains for potential residential development.

Robert G. Clemens
March 3, 2006
Page 3

By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisition), as of March 1, 2006, is:

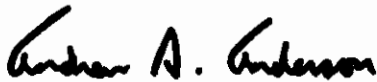
Value of Property Rights Taken:	.
Parcel 58 (Fee Taking):	\$200
Value of Improvements Taken:	-0-
Incurable Severance Damages:	<u>-0-</u>
TOTAL AMOUNT DUE OWNER:	\$200

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

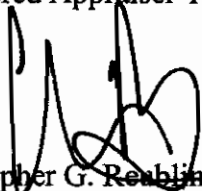
Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM
St. Cert. Gen. REA RZ 1003

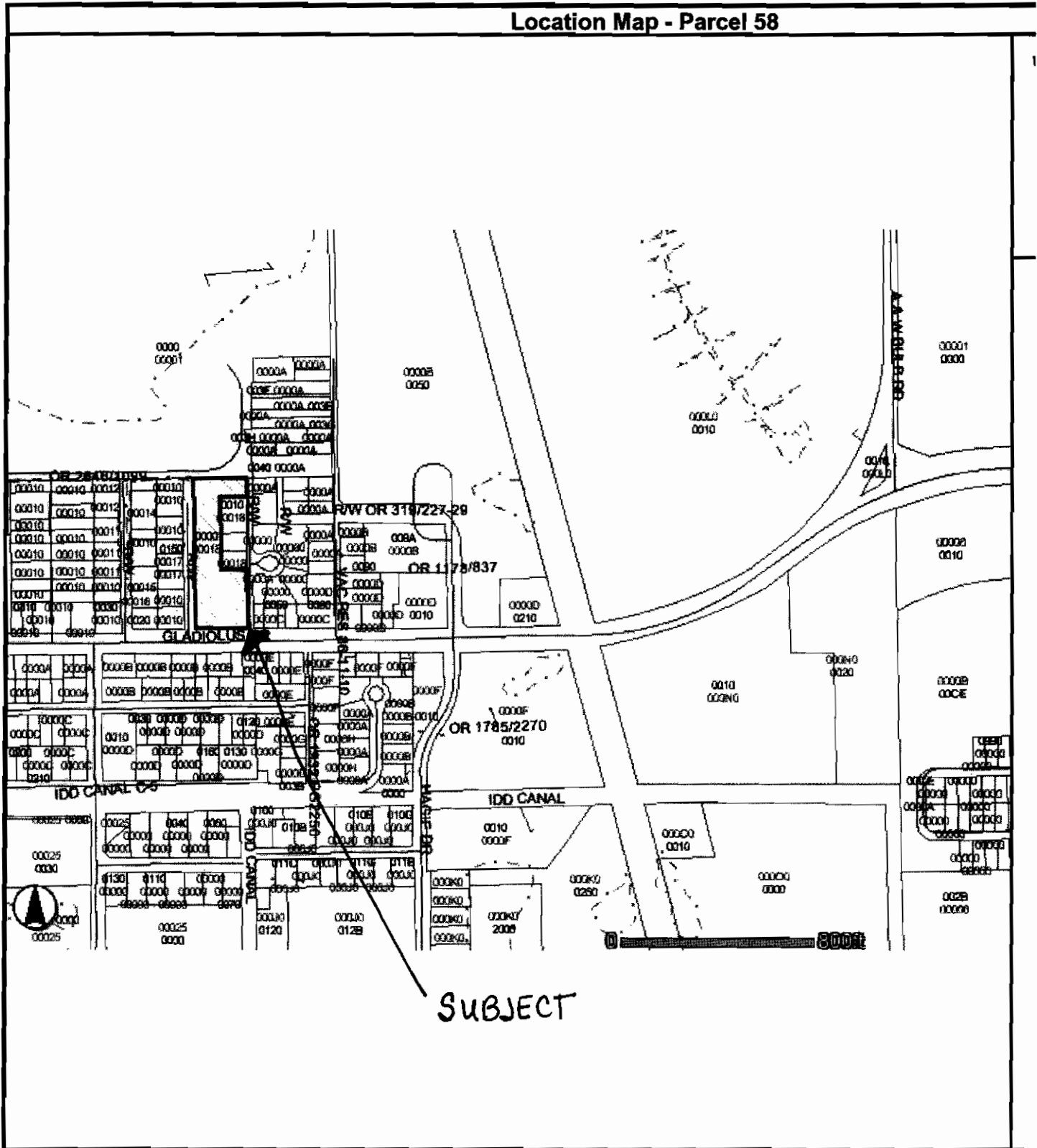


Andrew D. Anderson
Registered Appraiser Trainee RI 14189



Christopher G. Reablin
Registered Appraiser Trainee RI 16310

Location Map - Parcel 58



SUBJECT

5-Year Sales History

Parcel No. 58

Gladiolus Drive Widening Project, No. 4083

NO SALES in PAST 5 YEARS

NOTE: Sale(s) relate to "parent tract" of the subject parcel.