

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

Blue Sheet No. 20070276

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$11,435 for Parcel 130, Plantation Road Extension, Project No. 4065, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

2. FUNDING SOURCE: Fund – Central District Road Impact Fees; Program: Capital Projects; Project: Plantation Road Extension.

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

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: 06 **CGA** **6. Meeting Date:** APR 03 2007

7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify)		9. Request Initiated:
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance	Commissioner _____
	<input type="checkbox"/> Admin. Code	<input checked="" type="checkbox"/> Other	Department Independent <i>MS</i>
		BS 20061315	Division County Lands <i>2/23</i>
		RSN # 06-10-34	By: Karen Forsyth, Director <i>AF</i>

10. Background:
Negotiated for: Department of Transportation
Interest to Acquire: 9,147.6 square foot Fee Interest
Property Details:
Owner: FL-LEE-3550 Colonial, LLC, a Florida LLC
STRAP: 06-45-25-00-00002.0130
Site Address: 3550 Colonial Blvd.
Purchase Details:
Purchase Price: \$11,435
Costs to Close: \$750
In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$11,435 (appraised value), and commence Eminent Domain procedures.
Appraisal Information:
Appraised Value/Date: \$11,435
Company: Diversified Appraisal, Inc.
Staff Recommendation: Staff recommends Board approve the Requested Motion.
Account: 20406518823.506110
Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Summary, Location Map, Sales History

11. 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. Forsyth</i>			<i>ADJ/23</i> <i>8/2/07</i>	<i>Refer</i> <i>3-19-07</i>	<i>3-20-07</i>	<i>3/20/07</i>	<i>3/20/07</i>	<i>3/20/07</i>	<i>HS</i> <i>3/21/07</i>

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *6*
3/20
COUNTY ADMIN FORWARDED TO: *PL*
3/21/07
10 AM

Rec. by CoAtty
Date: *3/19/07*
Time:
Forwarded To:
Admin
3/19/07
4:34

This document prepared by
Lee County Division of County Lands
Project: Plantation Extension Project No. 4065
Parcel: 130
STRAP No.: 06-45-25-00-00002.0130

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 FL-LEE-3550 Colonial, LLC, a Florida Limited Liability Company hereinafter referred to as SELLER, whose address is 4001 Tamiami Trail N. Suite 350, Naples, FL 34103, 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 0.21 acres more or less located at 3550 Colonial Blvd., Fort Myers 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 Plantation Extension Project No. 4065, 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 Eleven Thousand Four Hundred Thirty Five and no/100 (\$11,435.00), 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, if closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year;
- (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. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax

Collector. If closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year without proration.

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: FL-LEE-3550 Colonial, LLC
By TCL Realty, Inc. Managing Member

Charles Burnett, President

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
OF
A PARCEL OF LAND
LYING IN
SECTION 6, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

PARCEL 130A PLANTATION EXTENSION PROJECT

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 6, TOWNSHIP 45 SOUTH, RANGE 25 EAST, OF SAID LEE COUNTY, FLORIDA, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE S 00°51'33" E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION FOR 125.00 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, STATE ROAD S-82-B (250.00 FEET WIDE); THENCE S 88°56'23" W ALONG SAID SOUTH LINE FOR 477.88 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE PROPOSED PLANTATION ROAD EXTENSION AND THE **POINT OF BEGINNING**; THENCE S 00°51'33" E ALONG SAID EASTERLY LINE FOR 151.95 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 849.95 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 15°16'01" FOR 226.48 FEET; THENCE N 00°51'33" W FOR 375.65 FEET TO AN INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY LINE; THENCE N 88°56'23" E ALONG SAID SOUTH LINE FOR 30.00 FEET TO THE **POINT OF BEGINNING**.

PARCEL 130A CONTAINS 0.21 ACRES, MORE OR LESS.

BEARINGS AND DISTANCES ARE BASED ON THE "STATE PLANE COORDINATE SYSTEM" WEST ZONE 1983/90 ADJUSTMENT. WHEREIN THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 45 SOUTH, RANGE 25 EAST BEARS S 00°51'33" E. THE AVERAGE SCALE FACTOR IS 0.999943727.

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

Search No. 06-45-25-00.00002.0130

Date: November 21, 2006

Parcel: 130

Project: Plantation Extension, Project #4065

To: Michele S. McNeill SR/WA
Property Acquisition AgentFrom: Bill Abramovich *BA.*
Real Estate Title Examiner

STRAP: 06-45-25-00-00002.0130

Effective Date: November 16, 2006, at 5:00 p.m.

Subject Property: See attached Schedule A

Title to the subject property is vested in the following:

FL-LEE-3550 Colonial, LLC, a Florida Limited Liability Company

By that certain instrument dated December 2, 2005, recorded December 5, 2005, in Instrument Number 2005000151225, Public Records of Lee County, Florida.

Easements:

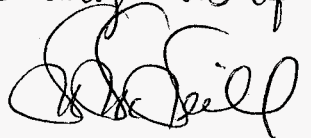
1. Subject to a Grant of Easement recorded in Official Record Book 1606, Page 688, Public Records of Lee County, Florida. Said easement being a perpetual non-exclusive easement for ingress and egress.
2. Subject to a Drainage Ditch Agreement and Covenant recorded in Official Record Book 1606, Page 693, Public Records of Lee County, Florida.
3. Subject to an Easement granted to United Telephone Company of Florida recorded in Official Record Book 2326, Page 587, Public Records of Lee County, Florida.
4. Easement and Maintenance Agreement in Instrument Number 2005000173838, Public Records of Lee County, Florida.

NOTE (1): Notice of Statutory Lien filed by the State of Florida, Department of Children and Families, in Official Record Book 4394, Page 4270, Public Records of Lee County, Florida.

NOTE (2): Lee County Ordinances relating to garbage and solid waste collection recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

NOTE (3): Mortgage executed by FL-LEE-3550 Colonial, LLC, in favor of SunTrust Bank, dated December 2, 2005, recorded December 5, 2005, in Instrument Number 2005000151226, Public Records of Lee County, Florida.

*No other changes as of
2/15/07.*



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

Search No. 06-45-25-00.00002.0130

Date: November 21, 2006

Parcel: 130

Project: Plantation Extension, Project #4065

NOTE (4): Assignment of Leases, Rents and Profits, recorded December 5, 2005, in Instrument Number 2005000151227, Public Records of Lee County, Florida.

NOTE (5): Notice of Commencement recorded April 19, 2006 in Instrument Number 2006000159038, Public Records of Lee County, Florida.

*Terminated by instrument
Recorded 1/12/2007 in Instrument No. 2007000014189, Public
Records of Lee County, Florida.*

Paid

Tax Status: Taxes for 2006 ~~show outstanding balance of \$58,547.97 as of November 21, 2006.~~
(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**Updated Ownership and Easement Search**

Search No. 06-45-25-00.00002.0130

Date: November 21, 2006

Parcel: 130

Project: Plantation Extension, Project #4065

Schedule A

A tract or parcel of land lying in Government Lot 1, Section 6, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

From the Northeast corner of said Section 6, run South 0° 51' 39" East along the East line of said Section 6 for 124.16 feet to the South right-of-way line of State Road No. 82B (Colonial Boulevard Extension) and the point of beginning; from said point of beginning continue South 0° 51' 39" East along said East line for 858.37 feet; thence run South 88° 56' 31" West (parallel with the North line of said Section 6) for 507.97 feet; thence run North 0° 51' 39" West (parallel with said East line) for 857.59 feet to said South right-of-way line; thence run North 88° 51' 15" East along said South right-of-way line for 507.97 feet to the point of beginning.

EXECUTIVE SUMMARY

PROJECT NAME: Plantation Road Extension

PARCEL #: 130

PROJECT NUMBER: 4065

OWNER OF RECORD: FL-LEE-3550 Colonial, LLC

STRAP NUMBER: 06-45-25-00-00002.0130

LOCATION: Colonial Boulevard

PARENT TRACT: 10 acres

PART TAKEN: .21 acres - fee simple

IMPROVEMENTS: None

ZONING/LAND USE: CS-1/Intensive Development

HIGHEST AND BEST USE: Commercial Development

ESTIMATE OF VALUE - COST APPROACH: N/A

ESTIMATE OF VALUE - SALES COMPARISON APPROACH: \$11,435

ESTIMATE OF VALUE - INCOME APPROACH: N/A

JUST COMPENSATION DUE PROPERTY OWNER: \$11,435

PRICE PER SQUARE FOOT: \$12.50 (parent tract)
\$1.25 part-taken

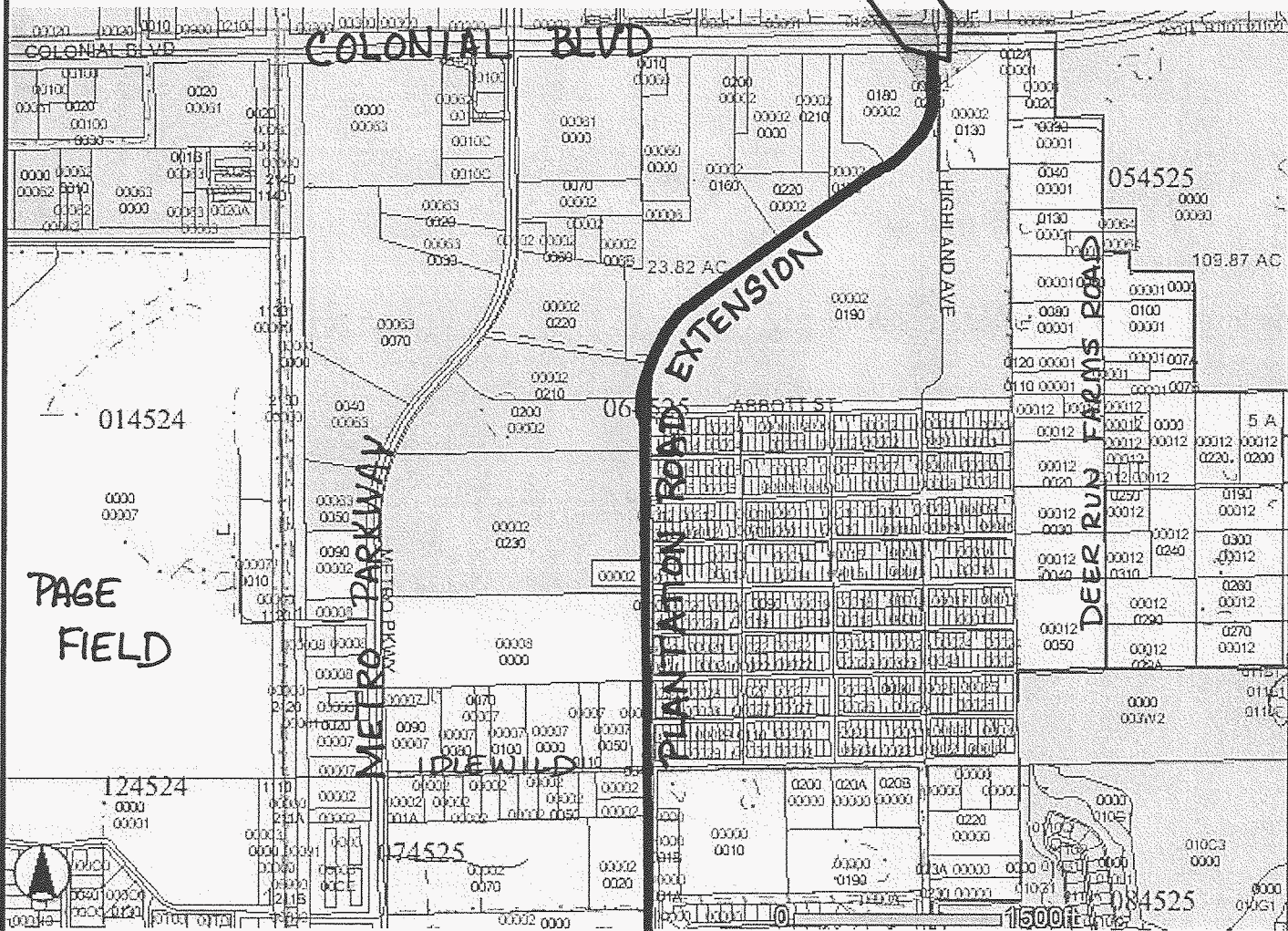
INTEREST APPRAISED: Fee Simple (Subject to Road Easement)

DATE OF VALUATION: 22 November 2006

APPRAISER: Mr. David C. Vaughan, MAI

Location Map

SUBJECT



5-Year Sales History

Parcel No. 130

Plantation Extension Project, No. 4065

Grantor	Grantee	Price	Date	Arms Length Y/N
D'Alessandro Partners & Lee Mental Health LLC	FL-LEE-3550 Colonial, LLC	\$3,950,000	12/2/05	Y

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