

## Operations, Lands and Resource Monitoring Committee

April 24, 2018

### *Consent Agenda Moved to Discussion*

#### **Revised Offer for Surplus Lands – Weekiwachee Preserve (WW-7), SWF Parcel No. 15-773-234S**

##### *Revised Purpose*

On May 19, 2015, the Governing Board declared SWF Parcel No. 15-773-234S (WW-7) as surplus property. The District received an offer for the purchase of WW-7 then received a second offer after the distribution of the Governing Board notebooks. The two offers were similar in value therefore, staff and the District's real estate broker conducted a final and best offer process. The notice of final and best offer was extended to all parties that inquired about the surplus parcel. The notification was posted on the broker's website and communicated via an email blast. Interested parties were notified of the process which included instructions on how and when to turn in their final and best offer. The interested parties had until 3:00 P.M. on Friday, April 20<sup>th</sup> to submit a sealed bid. All interested parties were invited to attend the bid opening. Any offer submitted after the opening was not considered.

The highest offer was submitted by Evelio Calzadilla Jr. and Marisol Calzadilla for \$130,200. This reflects an offer price of \$66,429 per acre for approximately 1.96 acres. The Contract for Sale and Purchase is attached as Exhibit 1. A general location map and aerial map are attached as Exhibits 2 and 3.

##### *Background*

The District acquired WW-7 in 1996 as part of the Weekiwachee Preserve project at a prorated cost of \$1,654 per acre. The parcel has frontage on Shoal Line Boulevard and is zoned CV (Conservation). The future land use designation is Residential. The District has performed aquatic weed control on the canal but no other maintenance on this parcel.

Saunders Real Estate listed the property and advertised it through multiple media and personal contacts since April 11, 2017. This negotiation represents the only party who has made an offer on this parcel. This is an offer at the full asking price without any contingency. Below is a summary of the total and per acre cost information for WW-7.

|                               | <b>Total</b> | <b>Per Acre</b> |
|-------------------------------|--------------|-----------------|
| Offer Amount                  | \$130,200    | \$66,429        |
| Appraised Value               | \$40,000     | \$20,408        |
| Listing Price                 | \$115,000    | \$58,673        |
| Property Appraiser Just Value | \$17,640     | \$9,000         |
| Total Purchase Basis (1996)   | \$1,654      | \$844           |

##### *Appraisal and Minimum Price*

Woodman S. Herr, MAI, and Brian E. Zamorski, MAI with Herr Valuation Advisors, Inc. appraised the property on August 29, 2017 for \$40,000. A summary of comparable values used to calculate the final value is attached as Exhibit 4. The appraiser determined that the highest and best use would be development of one single family residence. The market value of the property determined in the appraisal is based on the title being free and clear of interests and encumbrances that impact value. There are no encumbrances on the property and title to the property includes the subsurface rights. Upon the request of a buyer, and in accordance with Section 270.11(3), Florida Statutes, the District may release its interest in all phosphate, minerals,

metals and petroleum that may be in, on or under the property. The full appraisal is available upon request.

#### *Sale Terms*

- The District will deliver title to the buyer by Quit Claim Deed.
- There will be no adjustment in price for actual acreage as determined by a survey, if obtained by the buyer.
- The buyer will pay the real estate commission of \$7,510 to Saunders Real Estate.
- The buyer will bear all expenses of the transaction except for the appraisal and advertising costs.
- The buyer will have a period of 30 days to perform due diligence and the sale will close 60 days after execution of the contract by the District.

#### *Considerations*

This property is very well located, with considerable frontage on Shoal Line Boulevard. The appraisers' opinion of a reasonable marketing time was twelve months, and the property has been on the market for 12 months.

#### *Benefits/Costs*

The sale of surplus lands will allow the District to acquire lands that are environmentally significant. Funds derived from the sale of surplus land may only be used for the purchase of other lands meeting the criteria in Section 373.139, Florida Statutes and Governing Board, Land Acquisition Policy 610-1, resulting in more effectively meeting the District's core mission. Canal maintenance associated with this parcel is approximately \$100 per year.

#### Staff Recommendation:

See Exhibits

- Accept the offer of \$130,200;
- Authorize the Executive Director to execute the Contract for Sale and Purchase on the behalf of the District;
- Approve the conveyance of the District's interest in all phosphate, minerals, metals and petroleum in or on or under the land upon request of the buyer; and
- Authorize staff to execute any other documents necessary to complete the transaction in accordance with the approved terms.

Presenter: Carmen Sanders, Operations and Land Management Assistant Bureau Chief

cc: Ken Frink  
Cheryl Hill

Jerry Mallams  
Myke Morris

Rick Vaughn  
Will VanGelder

Exhibit 1

**CONTRACT FOR SALE AND PURCHASE**

**THIS Contract for Sale and Purchase ("Contract")** is made this 18 day of April, 2018, by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, having an address of 2379 Broad Street, Brooksville, Florida 34604 ("District"), and EVELIO CALZADILLA JR. AND MARISOL CALZADILLA having an address of 4386 TAHITI DRIVE, HERNANDO BEACH, FLA 34607 ("Buyer"), as follows:

1. **AGREEMENT TO SELL:** The District hereby agrees to sell and Buyer hereby agrees to buy, in accordance with this Contract, the real property that is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property").

2. **TIME FOR ACCEPTANCE:** Upon execution of this Contract by Buyer, Buyer's offer shall be binding for Thirty (30) days after such execution by Buyer. If this Contract is not executed by the District on or before Thirty (30) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract shall terminate.

3. **EFFECTIVE DATE:** The effective date of this contract shall be the date of execution by the District.

4. **APPROVAL:** This Contract is subject to approval by the District's Governing Board. If the District's Governing Board does not approve this Contract and all the terms and conditions hereof, the District will notify the Buyer in writing and this Agreement shall terminate.

5. **PURCHASE PRICE:** The total purchase price for the Property shall be One-hundred thirty thousand two hundred dollars (\$130,200.00), which shall be paid in the following manner:

a. **Deposit:** Concurrent with the execution by Buyer of this Contract, Buyer shall deposit five percent (5%) of the purchase price in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes ("F.S."), made payable to the closing agent designated by the District, as earnest money ("Deposit"). In the event this Contract is terminated under Paragraphs 2, 4, 9, or 12 of this Contract, or as a result of the District's default under paragraph 13 of this contract, the District shall return the Deposit to Buyer.

b. **Balance:** The balance of the purchase price shall be paid at the time of closing by wire transfer from a financial institution as defined in Section 655.005, F.S., to the closing agent designated by the District.

6. **CLOSING, EXPENSE AND POSSESSION:** This Contract shall be closed no later than SIXTY DAYS (60) days from the effective date referenced in Paragraph 3, unless this Contract is terminated pursuant to Paragraphs 2, 4, 9, 12, or 13. The following are additional details of closing:

a. **Time and Place:** The date, time and place of closing shall be set by the District.

Contract for Sale and Purchase  
Parcel Name: WW-7  
SWF Parcel No.: 15-773-234S

Revised 11/27/2017

b. **Conveyance:** At closing, the District will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.

c. **Expenses:** Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. The District has designated Albert C. Kreisler Jr. at Fuentes and Kreisler Title Company, having an address of 1407 West Busch Boulevard Tampa, FL 33612, as the escrow agent for closing. The Buyer shall pay any costs charged by such company or agent for this closing service. If Buyer obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

d. Buyer shall also be responsible for paying Saunders Real Estate in the amount of Seven thousand five hundred ten dollars (\$ 7,510), by separate certified or cashier's check made payable to, or wire transfer to, the escrow agent designated by the District. The commission for the District's sale of surplus property is calculated based on the following schedule:

| Commission Schedule:<br>Maximum Compensation Rate |                            |              |
|---|----------------------------|--------------|
| Purchase Price for the Property                   |                            | Maximum Rate |
| The first   | \$0 - \$100,000            | 6.0%         |
| The next  | \$100,001 - \$1,000,000    | 5.0%         |
| The next  | \$1,000,001 - \$5,000,000  | 4.0%         |
| The next  | \$5,000,001 - \$10,000,000 | 3.0%         |
| The next  | \$10,000,001 and over      | 2.0%         |

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES:** Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

8. **CONDITION OF THE PROPERTY:** Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The District makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.

9. **DUE DILIGENCE PERIOD:** Buyer will, at Buyer's expense, determine whether the Property is suitable for the Buyer's intended use and development of the Property within Forty (40) days from the effective date of this Contract ("Due Diligence Period").

a. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys,

Contract for Sale and Purchase

Revised 11/27/2017

Parcel Name: WW-7

SWF Parcel No.: 15-773-234S

inspections, and investigations which Buyer deems necessary to determine to Buyer's satisfaction the suitability of the Property for Buyer's intended use and development. Buyer will deliver written notice to the District prior to the expiration of the Due Diligence Period of Buyer's determination of whether the Property is acceptable. If Buyer fails to comply with this notice requirement, Buyer will be deemed to have waived any objection to the suitability of the Property for the Buyer's intended use and development and to have accepted the Property in its present "as is" condition.

- b. If Buyer determines that the Property is not acceptable, Buyer must include the specific reasons therefore in its notice to the District. The District shall have thirty (30) days from receipt of Buyer's notice to cure the specified deficiencies. If the deficiencies are identified by a survey, the survey must meet the requirements for a **Certified Boundary Survey in accordance with Chapter 472, Florida Statutes**, and must be provided to the District for review. If the deficiencies are identified in a Title Insurance Commitment, the Title Insurance Commitment and supporting documentation must be provided to the District for review. If the District fails to cure the deficiencies to the reasonable satisfaction of the Buyer, its attorney or the Buyer's title insurance company within the 30-day cure period, Buyer may either terminate this Contract or proceed to closing in the same manner as if no deficiencies had been found.
- c. Buyer may contact the District to arrange access to the Property for Buyer, its agents, contractors and assigns for the purpose of conducting such tests, analyses, surveys, inspections, and investigations. Buyer will indemnify and hold the District harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property.

10. **EVIDENCE OF TITLE:** Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title, within the Due Diligence Period specified in paragraph 9 and subject to the same notices and waivers. Buyer understands that District may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title.

11. **SURVEY:** If the Buyer chooses to obtain a survey of the Property, the Buyer agrees to provide the District with a certified copy of the survey.

12. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Prior to closing, the District will continue to operate the Property and any business conducted on the Property in the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

13. **RISK OF LOSS:** In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, the District shall have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer shall complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time as the repairs are completed. If the District elects not to restore the damaged Property,

Contract for Sale and Purchase

Revised 11/27/2017

Parcel Name: WW-7

SWF Parcel No.: 15-773-234S

Buyer's sole remedy shall be the right to terminate this Contract by giving written notice to the District or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.

14. **DEFAULT:** If Buyer fails to close within Sixty Days (60) days from the effective date referenced in Paragraph 3, the District shall retain the Deposit, this Contract shall terminate, and the District and Buyer shall be relieved of all rights and obligations under this Contract. If the District fails to deliver the quit claim deed to Buyer within Sixty Days (60) days from the effective date referenced in Paragraph 3, the District shall return the Deposit to Buyer, this Contract shall terminate, and Buyer and the District shall be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 13, Risk of Loss.

15. **ATTORNEYS' FEES AND COSTS:** Except as provided in Paragraph 9, Due Diligence Period, in any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

16. **NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the District, such notice will be sent to the attention of its Office of General Counsel. Notice is effective upon receipt.

17. **SUCCESSORS:** Upon execution of this Contract by Buyer, this Contract shall be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

18. **RECORDING:** Neither this Contract nor any notice of it may be recorded in any county by any person.

19. **ASSIGNMENT:** This Contract shall not be assigned by Buyer without the prior written consent of the District.

20. **TIME OF ESSENCE:** Time is of the essence in the performance of this Contract.

21. **AMENDMENTS:** This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the District, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of the District, and shall be subject to the final approval of the District. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property shall not require a written amendment to this Contract. In such event, the District's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description shall constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

Contract for Sale and Purchase

Revised 11/27/2017

Parcel Name: WW-7

SWF Parcel No.: 15-773-234S

22. **SURVIVAL:** Paragraphs 6c, 7, 11 and 15 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **ELECTRONIC/FACIMILE SIGNATURE:** The District agrees that this Agreement may be executed by the Buyer by electronic signature in a manner that complies with Chapter 668, F.S. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, which facsimile shall be deemed to be, and utilized in all respects as, an original, manually executed document.

24. **MINERAL RIGHTS:** The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the District in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

25. **DOCUMENTS:** The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement.

Exhibit "A"      Legal Description

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

**DISTRICT:**  
**Southwest Florida Water Management District, a public corporation of the State of Florida**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Witness

MARK LUCAS  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_  
By: 

Name: EVELIO CALZADILLA

Title: PURCHASER

Date: 4-18-18

By: 

Name: MARISOL CALZADILLA

Title: PURCHASER

Date: 04/18/18



Exhibit "A"  
Legal Description

Legal Description Parcel 15-773-234S (Weekiwachee Preserve)

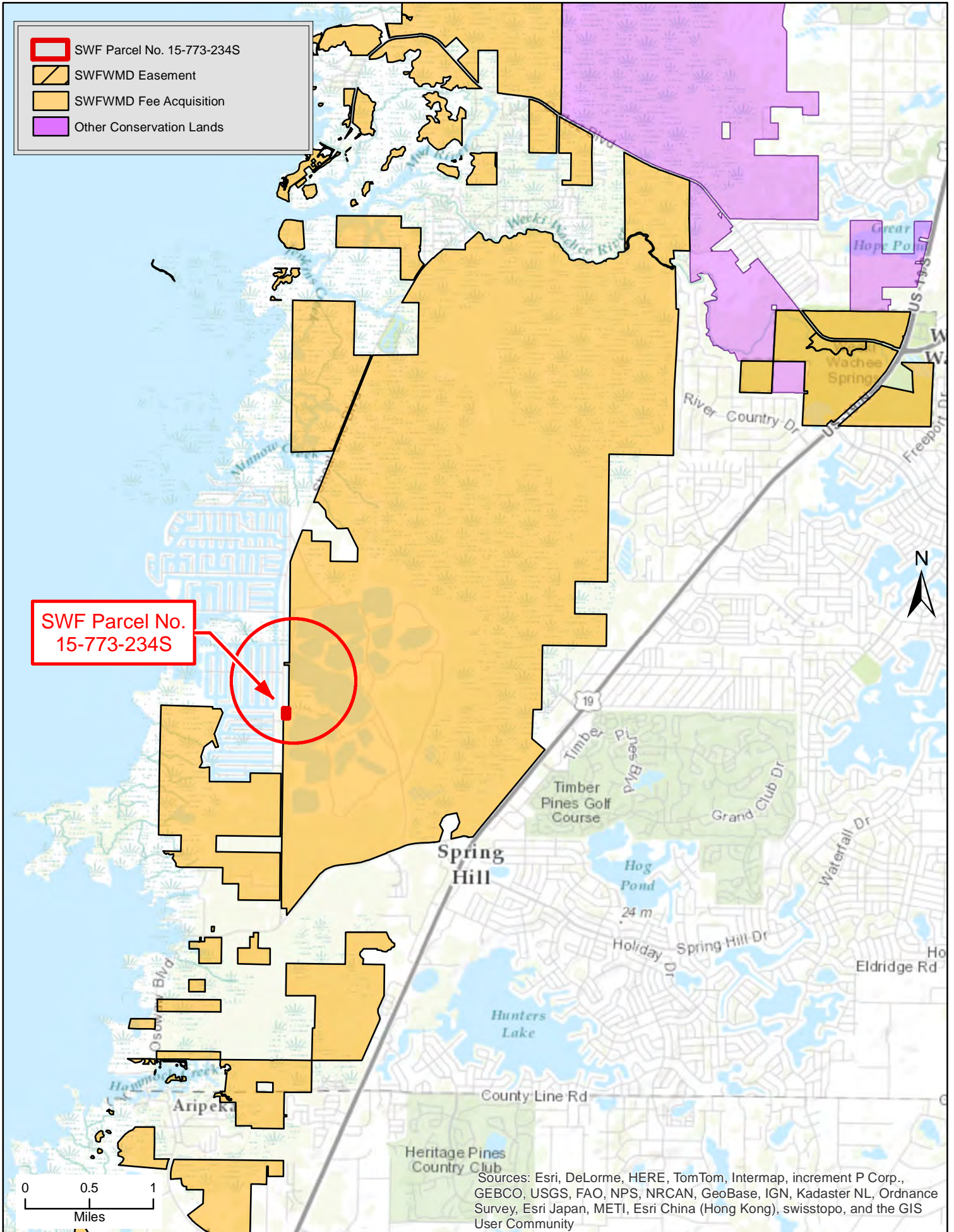
A portion of those lands as described in Official Records Book 1086, Page 1714 of the Public Records of Hernando County, Florida lying and being in the Northeast 1/4 of Section 24, Township 23 South, Range 16 East, Hernando County, Florida being more particularly described as follows:

Commence from the Northeast corner of said Section 24, Township 23 South, Range 16 East for a POINT OF BEGINNING; thence run along the East line of the Northeast 1/4 of said Section 24, South 00°15'49" West a distance of 394.90 feet; thence leaving said line along a line 394.86 feet South of and parallel with the North line of said Northeast 1/4 of Section 24, North 88°55'20" West a distance of 216.22 feet to an intersection with the Easterly right of way of County Road 595 (aka Shoal Line Boulevard a 66 foot wide right-of-way); thence run along said Easterly right of way, North 00°15'49" East a distance of 394.90 feet to an intersection with the North line of said Section 24; thence run along said North line, South 88°55'20" East a distance of 216.22 to the Northeast corner of said Section 24 and the POINT OF BEGINNING. Containing 1.96 Acres.

Approved for use by the Survey Section 01-28-2016, W.O. 16-054.

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# Weekiwachee Preserve Exhibit 2 General Location Map



Sources: Esri, DeLorme, HERE, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community



**Weekiwachee Preserve  
Exhibit 3 Aerial Map**



SWF PARCEL NO. 15-773-234S

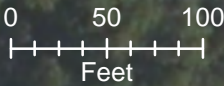


DISTRICT FEE OWNERSHIP



SHOAL LINE BLVD

BLUEFISH DR



2014 Photography

Exhibit 4  
Comparable Values

| Land Analysis Grid - Qualitative Adjustments         |                           |                  |                   |                     |                  |                     |
|--|---------------------------|------------------|-------------------|---------------------|------------------|---------------------|
| Subject  | Comp 1                    | Comp 2           | Comp 3            | Comp 4              | Comp 5           |                     |
| East Side of Shoal Line Boulevard, north of Bluefish |                           |                  |                   |                     |                  |                     |
| Address  | Drive                     | 6134 Waters Wjy  | Tooke Shore Drive | 8075 Delaware Drive | Chaucer Drive    | River Country Drive |
| City   | Hemando Beach             | Weeki Wachee     | Weeki Wachee      | Weeki Wachee        | Weeki Wachee     | Weeki Wachee        |
| County   | Hemando                   | Hemando          | Hemando           | Hemando             | Hemando          | Hemando             |
| ID   |                           | 22959            | 22958             | 22960               | 22961            | 21942               |
| Zoning   | R-1B Residential District | PDP-SF           | PDP - SF          | R1C                 | R1C              | R1C                 |
| Upland Acres   | 1.14                      | 0.63             | 1.34              | 0.51                | 0.49             | 1.16                |
| Upland Square Feet                                   | 49,844                    | 27,478           | 58,452            | 22,100              | 21,219           | 50,512              |
| Transaction Type                                     |                           | Closed           | Closed            | Closed              | Closed           | Closed              |
| Date   | August 29, 2017           | August 29, 2017  | May 16, 2017      | February 14, 2017   | February 1, 2017 | July 13, 2016       |
| Price  |                           | \$38,500         | \$60,000          | \$25,000            | \$19,000         | \$35,000            |
| Upland Square Feet                                   | 49,844                    | 27,478           | 58,452            | 22,100              | 21,219           | 50,512              |
| Square Foot Unit Price                               |                           | \$1.40           | \$1.03            | \$1.13              | \$0.90           | \$0.69              |
| <b>Transaction Adjustments</b>                       |                           |                  |                   |                     |                  |                     |
| Property Rights                                      | Fee Simple                | Similar          | Similar           | Similar             | Similar          | Similar             |
| Financing  | Conventional              | Similar          | Similar           | Similar             | Similar          | Similar             |
| Conditions of Sale                                   | Cash                      | Similar          | Similar           | Similar             | Similar          | Similar             |
| Market Conditions                                    |                           | Similar          | Slightly Inferior | Inferior            | Inferior         | Greatly Inferior    |
| Location   |                           | Superior         | Superior          | Similar             | Inferior         | Similar             |
| Size & Shape   |                           | Superior         | Similar           | Superior            | Superior         | Similar             |
| Zoning   |                           | Similar          | Similar           | Similar             | Similar          | Similar             |
| Utilities and Drainage                               |                           | Similar          | Similar           | Similar             | Similar          | Similar             |
| Topography   |                           | Superior         | Superior          | Superior            | Superior         | Similar             |
| Flood Zone   |                           | Superior         | Superior          | Superior            | Superior         | Superior            |
| Overall Adjustments                                  |                           | Greatly Superior | Greatly Superior  | Greatly Superior    | Superior         | Slightly Inferior   |