

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

Blue Sheet No. 2007 0334

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 309 (7,920 sq. ft.), Ortiz Avenue Project 4072, in the amount of \$53,000, pursuant to the terms and conditions set forth in the Agreement. Authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

2. FUNDING SOURCE: Fund: Road Impact Fee – Central District; Program: Capital Project; Project: Ortiz Ave/MLK to Luckett Road.

3. WHAT ACTION ACCOMPLISHES: Acquisition of property necessary for the Ortiz Avenue Widening Project, No. 4072.

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: COB **6. Meeting Date:** MAR 27 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 checked="" type="checkbox"/> Statute	125	Commissioner
	<input type="checkbox"/> Ordinance		Department Independent
	<input type="checkbox"/> Admin. Code		Division County Lands
	<input type="checkbox"/> Other		By: Karen Forsyth, Director

10. Background:
Negotiated for: Department of Transportation
Interest to Acquire: Fee-simple interest (7,920 sq. ft.) in residential property, improved with a mobile home.

Property Details:
Owner: Jesus Dominguez
Location: 4948 Luckett Road
STRAP No.: 16-44-25-02-0000A.0080

Purchase Details:
Purchase Price: \$53,000 (Purchase price includes payment for moving expenses).
Costs to Close: Estimated to be \$1,000

Appraisal Information:
Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$50,000

Staff Recommendation: Staff is of the opinion that the purchase price increase of 6% above the appraised value (inclusive of moving expenses) can be justified considering the costs associated with condemnation proceedings are estimated to be between \$4,000 - \$6,000, excluding land value increases and attorney fees/costs. Therefore, staff recommends the Board approve the Action Requested.

Account: 20407218823.506110

Attachments: Purchase Agreement; Appraisal (Location Map Included); Title Data; 5-Year 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>5/15/07</i>	<i>Report</i>	<i>3/9/07</i>	<i>3/9/07</i>	<i>3/9/07</i>	<i>3/13/07</i>	<i>3-13-07</i>

12. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY
COUNTY ADMIN: *PW*
3/9
10 am
COUNTY ADMIN
FORWARDED TO: *PC*
3/14 8:30

Rec. by CoAtty
Date: *3/8/07*
Time: *3:20 pm*
Approved To: *3/9/07 8:41*

This document prepared by

Lee County
County Lands Division
Project: Ortiz Avenue 4072
Parcel: 309/ Dominguez
STRAP No.: 16-44-25-02-0000A.0080

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 20__ by and between **Jesus Dominguez, a single person**, hereinafter referred to as SELLER, whose address is 4948 Lockett Road, Fort Myers, FL 33905, 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 7,920 square feet more or less, and located at 4948 Lockett Road, Fort Myers, Florida 33905, and more particularly described as Lot 8, Block A, Golden Lake Heights Subdivision, as recorded in Plat Book 10, Page 11, Public Records of Lee County, Florida, hereinafter called the "Property". This Property will be acquired for the Ortiz Avenue Widening Project No. 4072, hereinafter called the "Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Fifty-Three Thousand and no/100 dollars (\$53,000.00), payable at closing by County Warrant. The Purchase Price includes payment for moving expenses.

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, 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 (deed and affidavit to be prepared by BUYER'S title agent, at BUYER'S expense);
- (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) documentary stamps on deed;
- (c) 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.

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 30 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 the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations 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, to the best of SELLER'S knowledge, hereby 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. To the best of SELLER'S knowledge, 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, to the best of SELLER'S knowledge, 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.

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 December 31, 2007. 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 5 of 5

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. **See attached Special Conditions.**

WITNESSES:

[Handwritten Signature]

[Handwritten Signature]
WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

[Handwritten Signature]
Jesus Dominguez (DATE) 02/26/07

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

Page 1

BUYER: Lee County

SELLER: Dominguez

PARCEL NO. 309/4948 Luckett Rd.

1. BUYER and SELLER hereby covenant that the purchase price recited herein, except as noted below, includes payment for the ±921 square foot mobile home (Est. 1985), improvements, patio, windows, doors, floor covering, fencing, landscaping, moving expenses, and all fixtures, including but not limited to the air conditioning unit, hot water heater, range as of the date of the BUYER'S appraisal.

2. BUYER'S authorized agent will inspect the home and all other real property and improvements prior to closing. Removal of any fixtures(s), other than provided herein, by SELLER or occupant/tenant may cause a delay in closing and a reduction in the purchase price. SELLER may remove kennels located on the property or within the home. All additional costs associated with any breach of this covenant will be paid by the SELLER. This covenant shall survive closing.

SELLER may remove the fenced kennels prior to closing. Said removal must be conducted in a proper and workmanlike manner.

3. SELLER hereby agrees to deliver possession of the Property, absent of any resident(s) or tenant(s), to BUYER at the time of closing and further agrees that the purchase of the Property is NOT subject to any written or verbal lease agreement(s) of the SELLER.

WITNESSES:

[Handwritten signature]

[Handwritten signature]

WITNESSES:

SELLER:

[Handwritten signature]

Jesus Dominguez

02/26/07
(DATE)

SELLER:

(DATE)

CHARLIE GREEN, CLERK

BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

OFFICE OF THE COUNTY ATTORNEY (DATE)

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

Table with columns for COST APPROACH and SALES COMPARISON ANALYSIS. Includes rows for ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, and INDICATED VALUE BY COST APPROACH.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes rows for 4948 Luckett Road, 4926 N Galaxy Drive, and 4010 Sabal Lane.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Due to the limited number of recent sales of adequately similar manufactured homes in the immediate market area, Sale #3 recorded over 6 months prior to the effective date, and Sale #2 over 1 mile distant were necessarily utilized. These sales are valid indications of value in a stabilizing market.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes rows for Date, Price and Data, Source, for prior sales within year of appraisal.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 50,000
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

This appraisal is made [X] "as is" [] subject to the repairs, alterations, inspections or conditions listed below [] subject to completion per plans & specifications.
Conditions of Appraisal: See attached special limiting conditions.

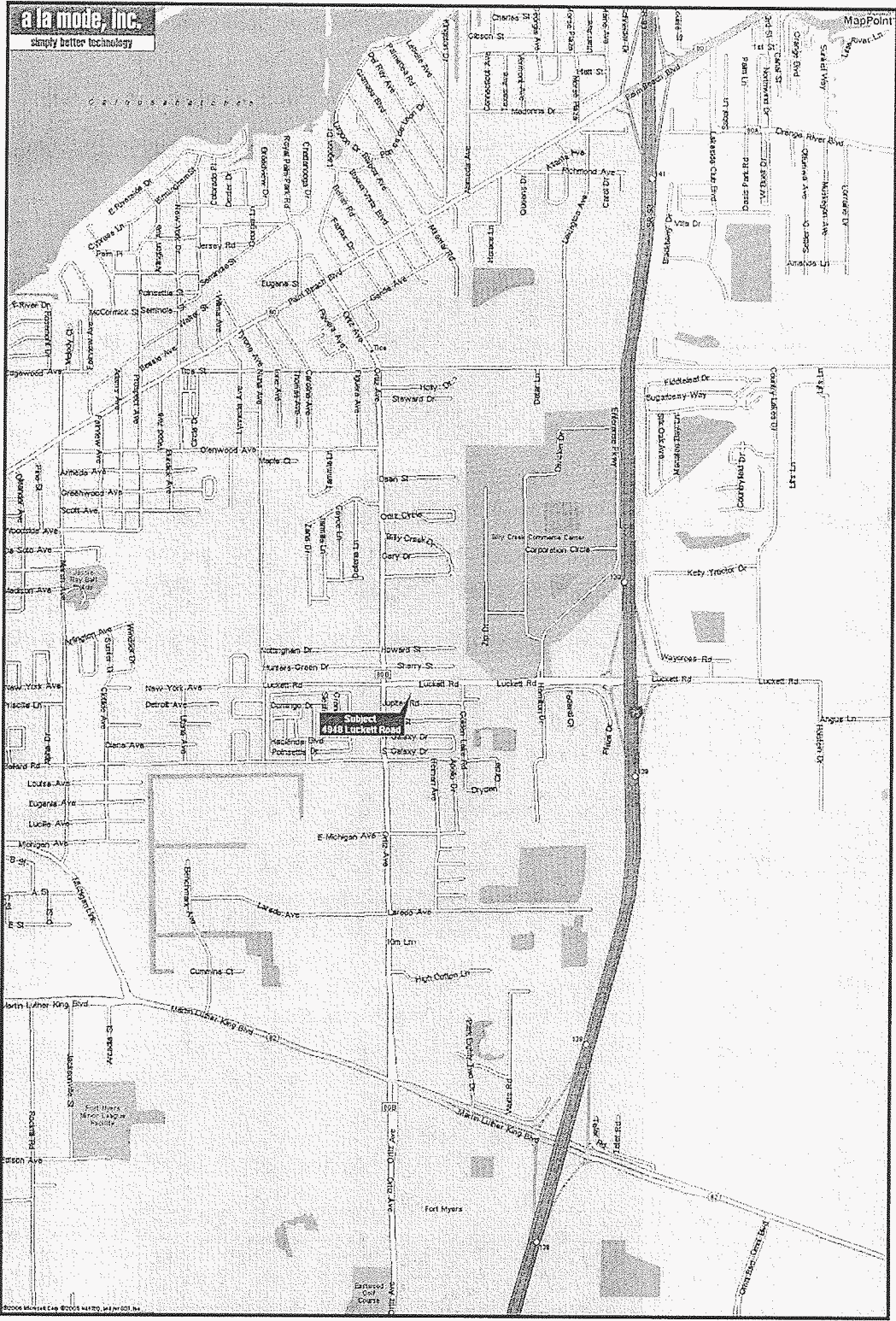
Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. Insufficient market data is available for a reliable GRM.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF December 4, 2006
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE 50,000
APPRAISER: Phil Benning, Associate
SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
Signature: [Signature]
Name: Phil Benning, Associate
Name: J. Lee Norris, MAI, SRA
Date Report Signed: December 27, 2006
Date Report Signed: December 27, 2006
State Certification #: RD1220 St. Cert. Res. REA State FL
State Certification #: 0000643 St. Cert. Gen. REA State FL

Location Map

Borrower/Client DOMINGUEZ, Jesus			
Property Address 4948 Luckett Road			
City Fort Myers	County Lee	State FL	Zip Code 33905-4423
Lender Lee County - County Lands			



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

Search No. 16-44-25-02-0000A.0080

Date: October 31, 2006

Parcel: *310 309*Project: Ortiz Avenue Widening (Luckett Rd.),
4072To: J. Keith Gomez
Property Acquisition AgentFrom: Bill Abramovich *BA*
Real Estate Title Examiner

STRAP: 16-44-25-02-0000A.0080

Effective Date: October 28, 2006, at 5:00 p.m.

Subject Property: Lot 8, Block A, GOLDEN LAKE HEIGHTS according to the plat thereof, recorded in Plat Book 10, Page 11, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Jesus Dominguez, a single man

By that certain instrument dated December 29, 2005, recorded December 29, 2005, in Instrument Number 2005000189720, Public Records of Lee County, Florida.

Easements:

1. Utility Easements established on the Plat of Golden Lake Heights Subdivision recorded in Plat Book 10, Page 11, Public Records of Lee County, Florida.
2. Florida Power and Light Company Easement in Deed Book 256, Page 365, Public Records of Lee County, Florida.

NOTE (1): 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.

Tax Status: Taxes in the amount of \$340.83 have been paid on February 14, 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 or warranty as to its accuracy.**

5-Year Sales History

Parcel 309/Dominguez

Ortiz Avenue Widening
Project No. 4072

NO SALES in PAST 5 YEARS