

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 312 (7,920 sq. ft.), Ortiz Avenue Project 4072, in the amount of \$30,000, 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 Avenue Widening

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

4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category: 06

CGD

6. Meeting Date: APR 03 2007

7. Agenda:

Consent

Administrative

Appeals

Public

Walk-On

8. Requirement/Purpose: (specify)

Statute 125

Ordinance

Admin. Code

Other

9. Request Initiated:

Commissioner

Department Independent

Division County Lands

By: Karen Forsyth, Director

10. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee-simple interest (7,920 sq. ft.) in vacant residential property.

Property Details:

Owner: Martin Tolentino and Rosalinda Tolentino

Location: 4960 Lockett Road

STRAP No.: 16-44-25-02-0000A.0110

Purchase Details:

Purchase Price: \$30,000

Costs to Close: Estimated to be \$1,000

Appraisal Information: See attached Value Justification Analysis

Staff Recommendation: Staff is of the opinion that the purchase price is within an acceptable range, and recommends the Board approve the Action Requested.

Account: Ortiz Avenue Widening 4072 - 20407218823.506110

Attachments: Purchase Agreement, Value Justification, Location Map, 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.	
K. Forsyth			AD 3/13 3/14/07	Robert 3-19-07	3-20-07	3/21/07	3/10/07	3/21/07	AS 3/21/07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
3/20 7:50 AM
COUNTY ADMIN
FORWARDED TO:
3/21/07 10 AM

Rec. by CoAtty
Date: 3/19/07
Time:
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Value Justification Analysis

Parcel No. 312

Ortiz Avenue Widening
Project No. 4072

The Division of County Lands has negotiated a proposed agreement in the amount of \$30,000 for the purchase of the fee-simple interest in Parcel 312, a vacant residential property, from Martin Tolentino and Rosalinda Tolentino, husband and wife.

This vacant residential parcel, located at 4960 Lockett Road, is currently zoned MH-1 (mobile home zoning). The parcel had previously been improved, so current site improvements include clearing, concrete pad, and the extension of utilities to the site.

The firm of Carlson Norris, and Associates has been contracted by Lee County/Division of County Lands to appraise 12 neighboring properties located on similar sized lots. Those appraisal reports indicated an **unimproved** land value of \$28,000 for this size parcel.

Recent Lands Sales:

1. STRAP No. 16-44-25-03-0000D.0140, located at 4976 N. Galaxy Drive and consisting of 5,700 square feet – sale recorded in November 2006 at a price of \$25,000 – MH-1 zoning.
2. STRAP No. 16-44-25-02-0000A.0170, with frontage on Lockett and Jupiter (7 sites to the east of the subject). The property, consisting of a double lot site (2-7,920 square foot lots - MH-1 zoning) was purchased as two buildable sites for the price of \$60,000. Due to the intent of the buyer in the transaction, the sale appeared to indicate a value of \$30,000 for each site (this data was verified directly with the buyer by the County Lands' staff).

The negotiated purchase price, inclusive of any attorney fees/costs, of the property is based upon indicated appraisal and market data received and reviewed for similar properties. In addition, the County benefits from cost avoidance of condemnation:

1. Estimated cost for County's appraisal - \$500 - \$1,000
2. Estimated cost of Property Owner's appraisal - \$1,000 - \$2,000

This document prepared by

Lee County
County Lands Division
Project: Ortiz Avenue 4072
Parcel: 312/Tolentino
STRAP No.: 16-44-25-02-0000A.0110

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 **Martin Tolentino and Rosalinda Tolentino, husband and wife**, hereinafter referred to as SELLER, whose address is 12908 5th Street, Fort Myers, Florida 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 4960 Lockett Road, Fort Myers, Florida 33905, and more particularly described as Lot 11, 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 Thirty Thousand and no/100 dollars (\$30,000.00), payable at closing by County Warrant.

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);
- (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 or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER 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. 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 90 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:

Maria Litzner

Martin Tolentino 3-05-07
Martin Tolentino (DATE)

Elba Ramos

WITNESSES:

SELLER:

Maria Litzner

Rosalinda Tolentino 3-5-07
Rosalinda Tolentino (DATE)

Jose Luis Gomez

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

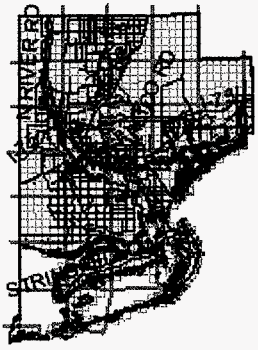
BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

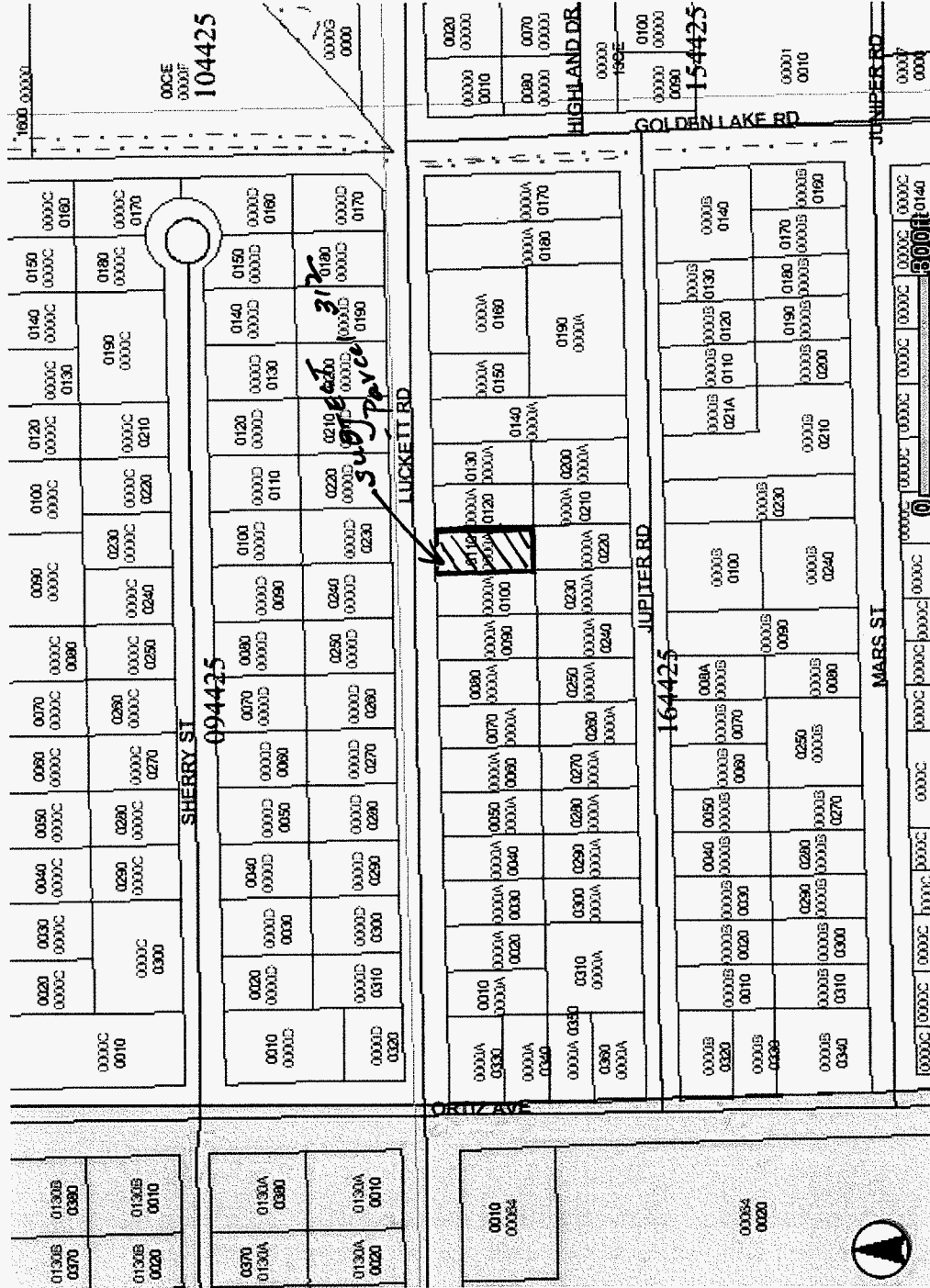
APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Ortiz Avenue 4072, Parcel 312/Tolentino



- Legend**
- Block
 - Lot
 - Condo Block
 - Condo Lot
 - Condo Building
 - Parcels
 - Parcel Hooks
 - Hydro Features
 - Road Center Line
 - Township Range Lines
 - Township Range Labels
 - Section Lines
 - City Limits
 - Bonita Springs
 - Cape Coral
 - Fort Myers
 - Santibel
 - Town of Fort Myers Beach



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

Search No. 16-44-25-02-0000A.0110

Date: October 25, 2006

Parcel: 313

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

STRAP: 16-44-25-02-0000A.0110

Effective Date: October 24, 2006, at 5:00 p.m.

Subject Property: Lot 11, Block A, GOLDEN LAKE HEIGHTS SUBDIVISION, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 10 at Page 11.

Title to the subject property is vested in the following:

Martin Tolentino and Rosalinda Tolentino

By that certain instrument dated April 15, 2004, recorded April 16, 2004, in Official Record Book 4259, Page 2749, 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.

NOTE (1): Resolution pertaining to the East Lee County Sewer System recorded in Official Record Book 1669, Page 3414, 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 David Ventura and Sabrina Ventura, husband and wife, in favor of Sarah E. Smith, dated August 22, 1985, recorded August 26, 1985, in Official Record Book 1800, Page 2454 and assigned in Official Record Book 1844, Page 713 and Official Record Book 3014, Page 1325, Public Records of Lee County, Florida.

Tax Status: Taxes in the amount of \$752.99 have been paid on March 29, 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 No. 312/Tolentino

Ortiz Avenue Widening
Project No. 4072

Grantor	Grantee	Price	Date	Arms Length Y/N
Sabrina Ventura	Martin Tolentino & Rosalinda Tolentino, h/w	\$100	4/15/04	N