

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

Blue Sheet No. 20051095

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for the acquisition of the property located at 2072 Victoria Avenue in the City of Fort Myers for shared use by the Lee County Veterans Services, Project No. 8987, and the Lee County Sheriff's office, in the amount of \$560,000, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction. Also approve budget transfer from Capital Improvement Fund Reserves in the amount of \$604,000 to the Veterans Services Relocation project and amend FY 04/05 -08/09 CIP accordingly.

2. WHAT ACTION ACCOMPLISHES: The purchase of the office space necessary for Lee County's Veterans Services and Sheriff's office.

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested.

4. Departmental Category: 6 CCF		5. Meeting Date: 08-23-2005
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute 125	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department _____ Independent
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division _____ County Lands
<input type="checkbox"/> Public	<input type="checkbox"/> Other	By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i>
<input type="checkbox"/> Walk-On		

9. Background:
Negotiated for: Public Works Administration and Facilities Management have requested the Division of County Lands pursue the acquisition of an office building for use by Lee County's Veterans Services and Sheriff's office.
Interest to Acquire: Fee-simple interest in ±11,200 square foot parcel, improved with a ±4,200 square foot office building.

Property Details:
Owner: Peter D. Aiken
Address: 2072 Victoria Avenue, Fort Myers, 33901
STRAP No.: 24-44-24-P1-00010.0010

Purchase Details:
Purchase Price: \$560,000 [The purchase price is at the Seller's asking price, substantiated by market data (appraisal)].
Costs to Close: \$7,500 (The Seller is responsible for title insurance fees, documentary stamp tax and attorney fees and costs, if any).

Appraisal Information:
Company: Diversified Appraisal, Inc.
Value: \$560,000

Staff Recommendation: Staff recommends the Board approve the action requested.

Account: Funds will be available in account 20898730100.506110

Attachments: Purchase Agreement, Appraisal Data, Location Map, Title Data, 5-Year Sales History, Budget Transfer

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. Forsyth</i>			<i>AD 314 John</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 8.4.05

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY
COUNTY ADMIN.
8-23-05
3:30
COUNTY ADM.
FORWARDED TO:
ST/10/05
9:40 AM

RECEIVED BY
COUNTY ATTY.
8-23-05
ST/10/05
CO. ATTY.
FORWARDED TO:
8-23-05

This document prepared by

Lee County
County Lands Division
Project: Veterans Services, 8987
Parcel: 2072 Victoria Ave
STRAP No.: 24-44-24-P1-00010.0010

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 1st day of August, 2005 by and between PETER D. AIKEN, a married person, hereinafter referred to as SELLER, whose address is 2072 Victoria Avenue, Fort Myers, Florida 33901, 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 .26 acre (11,220 square feet) more or less, and located at 2072 Victoria Avenue, Fort Myers, Florida 33901 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Veterans Services Facility Project No. 8987, hereinafter called "the Project."

The legal description, as described in attached "Exhibit A", may be perfected prior to closing.

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Five Hundred Sixty Thousand and no/100 (\$560,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** SELLER will obtain at SELLER'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) 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) documentary stamps on deed;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release(s) of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed(s);

(b) survey(s), (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.

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, or may terminate this Agreement without further 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, MOLD, AND ASBESTOS AUDIT:** BUYER may perform or have performed, at BUYER's expense, such environmental, mold, and/or asbestos audit of the Property. If the audit identifies any material environmental, mold, and/or asbestos conditions not acceptable 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 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 ninety (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, absent of any tenants, 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:

David E. Salvaggio
Summer Bunnens

BY:

Peter D. Aiken
PETER D. AIKEN

8.1.05
(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

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Peter D. Aiken
PARCEL: 2072 Victoria Ave

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for all fixtures and improvements, including but not limited to, air conditioning unit(s), built-in appliances, ~~hot water heaters~~, additions, partitions, windows, doors, floor covering, fencing, landscaping, signage/billboards (not including name placards located on the front of the building), as of the date of the BUYER'S last inspection on July 29th, 2005.

BUYER'S authorized agent will inspect the building and all other real property and improvements prior to closing. Removal of any fixture(s) or improvements, as listed above, by SELLER may cause a delay in closing and a reduction in the Purchase Price. All additional costs associated with any breach of this covenant will be paid by the SELLER.

At the time of Closing, SELLER hereby agrees to deliver possession of the Property to BUYER, absent of any tenant(s). SELLER hereby agrees that the purchase of the Property is NOT subject to any other written or verbal lease agreement(s) of the SELLER.

Upon the BUYER'S written acceptance of this Agreement, SELLER hereby gives permission allowing entry to the premises by County representatives or contractors, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if asbestos is present in the improvements.

WITNESSES:

Joe L. Salvaggio
Summer Burnens.

SELLER:

 8-1-05
PETER D. AIKEN (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

COUNTY ATTORNEY (DATE)

EXHIBIT "A"

That part of the West half ($W \frac{1}{2}$) of the Southwest quarter ($SW \frac{1}{4}$) of the Northwest quarter ($NW \frac{1}{4}$) of Section 24, Township 44 South, Range 24 East, Lee County Florida, being described as follows:

Begin at the Southwest corner of Victoria Avenue and Grand Avenue in the City of Fort Myers, Florida, thence West along the South line of Victoria Avenue 68 feet, thence South 165 feet; thence East 68 feet to the Westerly line of Grand Avenue; thence North along the West line of Grand Avenue 165 feet to the point of beginning.

EXECUTIVE SUMMARY

PROJECT NAME: Veterans Service Office Site

PROJECT NUMBER: 8607

PRIMARY OWNER OF RECORD: Peter D. Aiken

STRAP NUMBER: 24-44-24-P1-00010.0010

LOCATION: 2072 Victoria Avenue, Fort Myers, Florida

LAND AREA: 11,220 s.f.

IMPROVEMENTS: 4,192 square foot CBS office building originally constructed in 1967 and remodeled in 2004

ZONING/LAND USE: B-2/Intensive Commercial

HIGHEST AND BEST USE: Commercial Development

ESTIMATE OF VALUE - COST APPROACH: N/A

ESTIMATE OF VALUE - SALES COMPARISON APPROACH: \$566,000

ESTIMATE OF VALUE - INCOME APPROACH: \$556,500

FINAL VALUE ESTIMATE: \$560,000

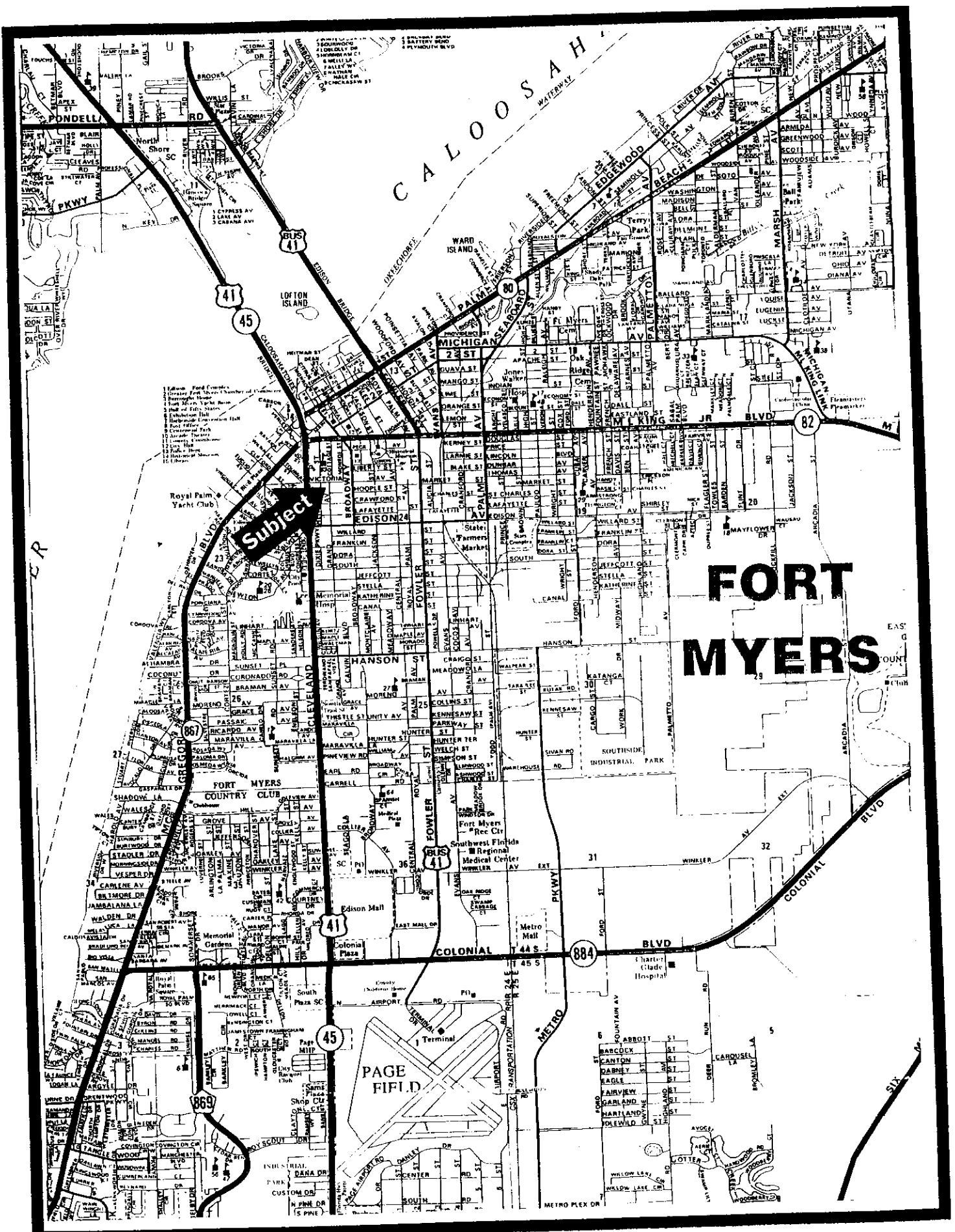
ESTIMATED VALUE PER SQUARE FOOT: ±\$133.46

ESTIMATED RENTAL RATE PER SQUARE FOOT: \$12.50 (net)

INTEREST APPRAISED: Fee Simple

DATE OF VALUATION: 28 June 2005

APPRAISER: Mr. Ted A. Dickey, MAI



OWNER'S FORM
Schedule A

State: FL County: Lee

Simultaneous Number: LP-12-1106-2502

File Number	Policy Number	Effective Date	Effective Time	Amount of Policy
1684902	OP-9-1106-2760	August 5, 2002	9:52 AM	279,000.00

Commitment Number: CM-1-1106-3867

Reinsurance Number:

1. Name of Insured:

update Search 7-04-2005

Peter D. Aiken

2. The estate or interest in the land described herein and which is covered by this policy is:

FEE SIMPLE

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land referred to herein is described as follows:

That part of the West half (W 1/2) of the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section 24, Township 44 South, Range 24 East, Lee County, Florida, described as follows:

Begin at the Southwest corner of Victoria Avenue and Grand Avenue in the City of Fort Myers, Florida, thence West along the South line of Victoria Avenue 68 feet, thence South 165 feet; thence East 68 feet to the Westerly line of Grand Avenue; thence North along West line of Grand Avenue 165 feet to the point of beginning.



Countersigned Authorized Signatory

Issued By: 1106
Title Professionals of Florida
13241 University Drive, Suite 103
Ft. Myers, FL 33907

Note: This Policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

OWNER'S FORM
Schedule B

State: FL County: Lee

File Number
1684902

Policy Number
OP-9-1106-2760

Commitment Number: **CM-1-1106-3867**

Reinsurance Number:

This policy does not insure against loss or damage by reason of the following exceptions:

1. Encroachments, overlaps, boundary line disputes, shortages in area, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public records.

*****Delete Standard exception numbers 1-6 above.*****

7. Mortgage executed by Peter D. Aiken to James R. Long, dated August 1, 2002, and recorded August 5, 2002 in Official Records Book 3699, Page 930, Public Records of Lee County, Florida, securing the principal amount of \$250,000.00.
Satisfied 11/27/02 Book 3786/4611
8. Taxes and Assessments for the year 2002 and subsequent years, not yet due and payable, for Strap/Folio No. 24-44-24-P1-00010.0010.
NOTE: 2001 taxes are paid; March amount \$3,837.09.
9. Subject land lies within the boundaries of City of Fort Myers District and is subject to any acts and/or assessments thereof.

Note: This Policy consists of insert pages labeled Schedule A and B. This policy is of no force and effect unless all pages are included along with any added pages incorporated by reference.

*Note: AmSouth Mtg Nov 1, 2002 \$ 305,000 Book 3766/2203
Recorded 11-4-02
AmSouth LLC Recorded 11-4-02 3766/2210*

5-Year Sales History

Parcel No. 2072 Victoria Avenue

Veterans Services Office
Project No. 8987

Grantor	Grantee	Price	Date	Arms Length Y/N
James R. Long	Peter D. Aiken	\$279,000	8/1/02	Y