	mmissioners	Blue Sheet No. 20070004					
Agenda Item Summary Diffeet Not 20070001 1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 313 (7,920 sq. ft.), Ortiz Avenue Project 4072, in the amount of \$52,000, 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							
payment of costs to close and the	E = Division of County Lands to handle a	RICT: Para Com	CAPITAL PROJECTS				
this transaction. FUND - ROAD IMPACT FEES. CENTRAL DISTRICT; PROGRAM - CAPITAL PROJECTS; PROJECT - ORTIZ AVE - MLK TO LUCKETT. JAW							
2. WHAT ACTION ACCOMPLISHES: The Board must accept all real estate conveyances to Lee County.							
3. MANAGEMENT RECOM 4. Departmental Category: 6	MENDATION: Approve.	5. Meeting Date:	FEB 0 6 2007				
	LUD						
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated	1:				
X Consent	X Statute 125	Commissioner					
Administrative	Ordinance	Department	Independent				
Appeals	Admin. Code	Division B	County Lands 445				
Public	Other	By: Karen J	Forsyth, Director				
Walk-On							
9. Background:	· · · · · · · · · · · · · · · · · · ·						
Negotiated for: Department of	Transportation						
Interest to Acquire: Fee simple	e interest in residential property (7,920	sq. ft.), improved with a n	nobile home.				
Property Details:							
Titled Owner: K.A. Wallace	Inc. a Florida corporation						
Equitable Owner: Pablo Dia							
Location: 4964 Luckett Road	· •						
STRAP No.: 16-44-25-02-0							
STRAP NO 10-44-23-02-0	000A.0120						
Derryker en Deteller							
Purchase Details:	1						
· · · ·	he purchase price includes compensation	n 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 recommends the Board approve the Action Requested.							
<u>Account</u> : 20407218823.506110							
	nent; Appraisal (Location Map Included	l); Title Data; 5-Year Sale	es History				
10. Review for Scheduling:	· ·						
Department Purchasing Hur	nan County		County				
Director Or Reso	urces Other Attorney	Budget Services	Manager/P.W.				
LA Contracts		t Risk Grants	Director				
Maria	DAD 18 Analys	t Risk Grants	11907 1-22-06				
9. TUBUTA	Chal-12 Chan 1-19	0701-1910 19/19/17	11901 1-20				
11. Commission Action:	1-19-06	-, 1					
Approved	RE	CEIVED BY MP	Rec. by CoAtty				
Deferred	CC	UNTY ADMIN:	Contraction of the Contraction of Co				
Denied		a'du	Date:11000				
Other		9	Time:				
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S. a OODIOTHZ 4072 (DUCKEII KOdu WIdeliii	ing 015 Wanace Drue Sheet 1-5-07 Jikg.dot	A CONTRACTOR OF A CONTRACTOR O	Forwarded To:				
	· · · · · · · · · · · · · · · · · · ·	3:00					
		22 PR	Admin				
			1/19/07				
			9:19 AM				

This document prepared by

Lee County County Lands Division Project: Ortiz Avenue 4072 Parcel: 313/Diana (KA Wallace) STRAP No.: 16-44-25-02-0000A.0120

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 **Pablo Diana, a married person**, hereinafter referred to as SELLER, whose address is 4964 Luckett 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 4964 Luckett Road, Fort Myers, Florida 33905, and more particularly described as Lot 12, 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-Two Thousand and no/100 dollars (\$52,000.00), 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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 2 of 5

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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 3 of 5

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 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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 4 of 5

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.

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.**

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 5 of 5

WITNESSES: SELLER: 112 feith Som <u>/-3</u>-のア (DATE) Páblo Diana WITNESSES: SELLER: (DATE) **BUYER:** CHARLIE GREEN, CLERK LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS BY: _ BY: CHAIRMAN OR VICE CHAIRMAN DEPUTY CLERK (DATE) APPROVED AS TO LEGAL FORM AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS Page 1

BUYER: Lee County **SELLER:** Diana **PARCEL NO.** 4964 Luckett Rd.

1. BUYER and SELLER hereby covenant that the purchase price recited herein, except as noted below, includes payment for the mobile home, improvements, enclosures, shed, 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) by SELLER or occupant/tenant 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. This covenant shall survive closing.

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.

4. Upon the BUYER'S written acceptance of this Agreement, SELLER(S) hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected for asbestos containing materials and to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:

WITNESSES:

BY:

SELLER: hlo Diana (DATE)

SELLER:

(DATE)

CHARLIE GREEN, CLERK

DEPUTY CLERK

(DATE)

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

BY:

CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

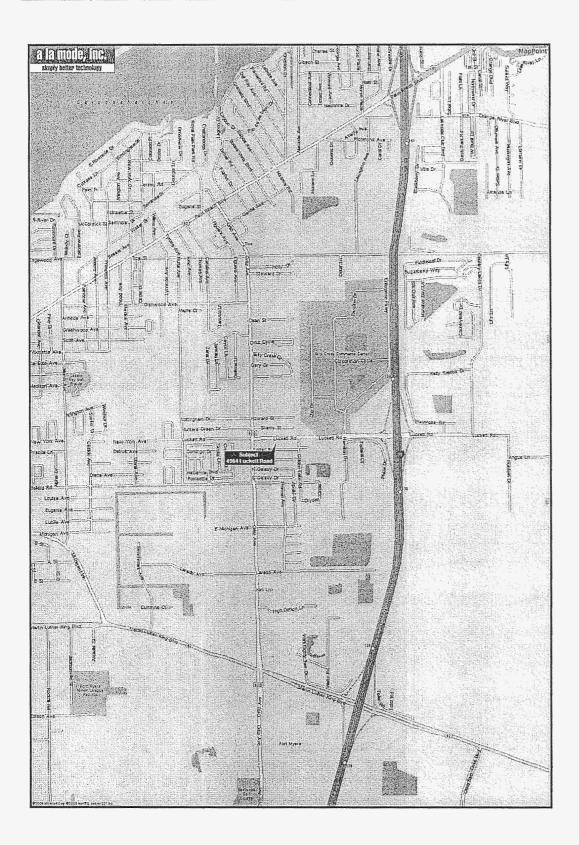
OFFICE OF THE COUNTY ATTORNEY

(DATE)

File No. 231780

uniform RESIDENTIAL APPRAISAL REPORT File No. 231780 ESTIMATED SITE VALUE Unimproved site = 28,000 Comments on Cost Approach (such as, source of cost estimate, site value, square toot calculation and for HU0, VA and FmHA, the estimated remaining economic life of the property): See attached for floor plan and area Cov.Porch, 195 Sq. Ft. @\$ 12.00 = 2,340 calculations. Subject site is developed to its highest and best Metal Storage, 74sf@\$16.00/sf = 1,184 use. No apparent functional or locational obsolescence noted. Garage/Carport Sq. Ft. @\$ = 34,179 by local known builder's costs & completed appraisals Less Physical Functional External = 29,608 Depreciation 29,608 =\$ 13,571 Depreciation - Economic Life Method Aster Value of Site Improvements =\$ 51,571 COMPARABLE NO.2 COMPARABLE NO.3 Model Subject Galaxy Drive 4010 Sabal Lane 4956 Luckett Road 4926 No.2 COMPARABLE NO.3 Vedification Suice \$ 7.3.78 dr \$ \$ 66,67 dr \$ \$ 60,000 \$ 50,000
Dwelling 721 Sq. Ft. @ \$ 55.00 = \$ 39,655 Cov.Porch, 195 Sq. Ft. @ \$ 12.00 = 2,340 calculations. Subject site is developed to its highest and best Metal Storage, 745(@ \$16.00/sf = 1,184 use. No apparent functional or locational obsolescence noted. Garage/Carport Sq. Ft. @ \$ = 1,184 use. No apparent functional or locational obsolescence noted. Garage/Carport Sq. Ft. @ \$ = 43,179 by local known builder's costs & completed appraisals Less Physical Functional External retained in the appraiser's office files. Depreciated Value of Improvements =\$ 13,571 Depreciation - Economic Age/Life Method As-ls' Value of Site Improvements =\$ 10,000 Estimated remaining economic life = 11 years. INDICATED VALUE BY COST APPROACH =\$ 51,571 COMPARABLE NO.1 COMPARABLE NO.2 COMPARABLE NO.3 4964 Luckett Road 4926 N Galaxy Drive 4010 Sabal Lane 4956 Luckett Road 4926 N Galaxy Drive 4010 Sabal Lane 4956 Luckett Road Address 16:44-25-03-0000A,0120 16:44-25-03-0000A,0100 16:44-25-03-0000A,0100 16:44-
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Site 7,920 Sq.Ft. 13,865 Sq.Ft5,200 10,000 Sq.Ft Use -1,800 7,920 Sq.Ft.
View Residential Residential Residential Residential
Design and Appeal Singlewide Doublewide Doublewide Singlewide
Quality of Construction MH/Avg. MH/Inferior +2,000 MH/Inferior +2,000 Second Secon
Age Eff=24, A=37 Eff=15, A=25 -5,500 Eff=25, A=43 +600 Eff=20, A=40 -2,400
Condition MOL Average Superior -5,500 Inferior +600 Superior -2,400 Above Grade Total Bdrms Baths Easths Easths<
Above Grade Total Edrms Baths Total Bdrms Baths Total Edrms
Gross Living Area 721 Sq. Ft 1,152 Sq. Ft -12,100 900 Sq. Ft -5,000 612 Sq. Ft +3,100
Basement & Finished None None None None None
Rooms Below Grade Cent.WaterUtilities Cent.WaterUtilities Cent.WaterUtilities Cent.WaterUtilities
Functional Utility Adequate Adequate Adequate Adequate
Heating/Cooling Central+WallUnit Central/Central -1,000 WallUnit/WallUnit WallUnit/WallUnit
Energy Efficient Items Typical Typical Typical Typical
Garage/Carport Driveway/Pad Driveway 1 Carport -2,000 Driveway
Porch, Patio, Deck, 195sf Cov.Porch 256sf Encl.Porch -3,900 207sf Scr.Porch -300 328sf Encl.Porch -4,600
Fireplace(s), etc. None None 40sf Shed -300 72sf Cov.Patio -400
Fenced Fenced Fenced Other Features 74sf Storage 210sf Metal Sheds -500 100sf MH Utility 80sf MH Utility
Other Features 74sf Storage 210sf Metal Sheds -500 100sf MH Utility 80sf MH Utility 40,700 Net Adl. (total) + - - \$ 35,700 + + - - \$ 4,700
Adjusted Sales Price $N_{1} = \frac{1}{2}$
of Comparable Gross 2/2017 \$ 49,300 = Gross 2/2017 \$ 45,300
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.
Adjustments exceeded recommended guidelines due primarily to the land and livable area differences of the comparables. The adjustments
are market supported and do not adversely affect the final value estimate.
ITEM SUBJECT COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3 Date. Price and Data No prior sale 6/25/01, \$52,700 No prior sale 12/16/05, \$25,000
Date, Price and Data No prior sale 6/25/01, \$52,700 No prior sale 12/16/05, \$25,000 Source, for prior sales in past 36 months Coded "06" gualified in past 12 months Coded "08" disgualified
within year of appraisal per Lee County per Lee County per Lee County per Lee County
Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal;
The subject property is not listed in the regional MLS. The subject property is reportedly being purchased by Pablo Diana from K.A. Wallace,
Inc. under a contract for deed. Price, terms and conditions were not disclosed to the appraiser.
Inc. under a contract for deed. Price, terms and conditions were not disclosed to the appraiser. INDICATED VALUE BY SALES COMPARISON APPROACH SO,000 INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent
Inc. under a contract for deed. Price, terms and conditions were not disclosed to the appraiser. INDICATED VALUE BY SALES COMPARISON APPROACH \$
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		Lo	ocation Map		
Borrower/Client WALLACE, K.A., Inc.					
Property Address 4964 Luckett Road					
City Fort Myers	County	Lee	State	FL	Zip Code 33905-4423
Lender Lee County - County Lands					



Form MAP.LOC - "TOTAL for Windows" appraisal software by a la mode, inc. - 1-800-ALAMODE

Division of County Lands

Ownership and Easement Search

Search No. 16-44-25-02-0000A.0120 Date: November 7, 2006 Parcel: 314 Project: Ortiz Avenue Widening (Luckett Rd.), # 4072

To: J. Keith Gomez Property Acquisition Agent From: Bill Abramovich B.A. Real Estate Title Examiner

STRAP: 16-44-25-02-0000A.0120

Effective Date: November 4, 2006, at 5:00 p.m.

Subject Property: Lot 12, Block A, GOLDEN LAKE HEIGHTS, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court in Plat Book 10, Page 11, in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

K.A. Wallace, Inc., a Florida Corporation

By that certain instrument dated July 30, 1999, recorded September 2, 1999, in Official Record Book 3163, Page 4425, Public Records of Lee County, Florida.

Equite 612 Egenente:	OWNER:	Pablo	Diana, e.	married	gervon	Per	agreement
Easements:		aated	9-7-9	9 (un	(un-acord en)	V

- 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): 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.

Tax Status: Tax Certificate #06-002644 for 2005 outstanding balance of \$887.34 as of November 1, 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.

"K.A. WALLACE TRUST"

September 7, 1999

05AM

Name: Pablo Diana Address: 4964 Luckett Road Fort Myers, Fl. 33905

Phone: Social Security Number: D.O.B.: 1/8/70

Insurance: American Equity Insurance Company Scottsdale, Arizona Policy Number: PAC 004734

\$25,000.00 (Twenty-Five Thousand Dollars) financed for 20 (Twenty) years through K.A. Wallace Trust for purchase of Mobil Home at 4964 Luckett Road, Ft.Myers, Fl. 33905.

Payments are due on the 6th (Sixth) day of each month beginning on 8/6/99. Total monthly amount is \$375.00 (Three Hundred Seventy-Five Dollars.)

A late charge will be applied to the monthly fee in the amount of \$10.00 (Ten Dollars) per day every day after the 10th of each month.

If payment is not received within 30 (Thirty) days of the due date, tenant will immediately be evicted.

liana Dated

Dated: Kenneth 'allace K.A. Wallace Trust

5-Year Sales History

Parcel 313/Diana (K.A. Wallace, Inc.)

Ortiz Avenue Widening Project No. 4072

NO SALES in PAST 5 YEARS

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