

Agenda Item Summary

- 1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of Parcel 135 (42,671 sq. ft.), Ortiz Avenue Project 5056, in the amount of \$380,500, 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 5056 - S.R. 80 (Palm Beach Blvd.) to Luckett Road.
- 3. WHAT ACTION ACCOMPLISHES:** Acquisition of property necessary for the widening of Ortiz Avenue.
- 4. MANAGEMENT RECOMMENDATION:** Approve.

5. Departmental Category: **CLA** 6. Meeting Date: **APR 17 2007**

7. Agenda:		8. Requirement/Purpose: (specify)		9. Request Initiated:	
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute	125		Commissioner	
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance			Department	
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code			Independent	
<input type="checkbox"/> Public	<input type="checkbox"/> Other			Division	
<input type="checkbox"/> Walk-On				County Lands	
				By: Karen Forsyth, Director	

10. Background:
Negotiated for: Department of Transportation
Interest to Acquire: Fee-simple interest (42,671 sq. ft.) in commercial zoned property, improved with a single family dwelling.
Property Details:
 Owner: Charles Garretson, a single person
 Location: 924 Ortiz Ave
 STRAP No.: 09-44-25-P3-00200.C000
Purchase Details:
Purchase Price: \$380,500 (The purchase price was negotiated with owner, through owner's real estate agent, and is inclusive of realtor's commission, attorney fees and moving expenses).
Costs to Close: Estimated to be \$4,000
Appraisal Information:
Company: Maxwell & Hendry Valuation, Inc.
Appraised Value: See the attached salient data.
Staff Recommendation: Staff is of the opinion that the purchase price of \$380,500 (inclusive of realtor's commission, attorney fees and moving expenses) can be justified and recommends the Board approve the Action Requested.
Account: 20505618823.506110
Attachments: Salient Data Sheet (Location Map Included); Purchase Agreement; 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>BAD 3/27</i> <i>3/29/07</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

12. Commission Action:
- Approved
 - Deferred
 - Denied
 - Other

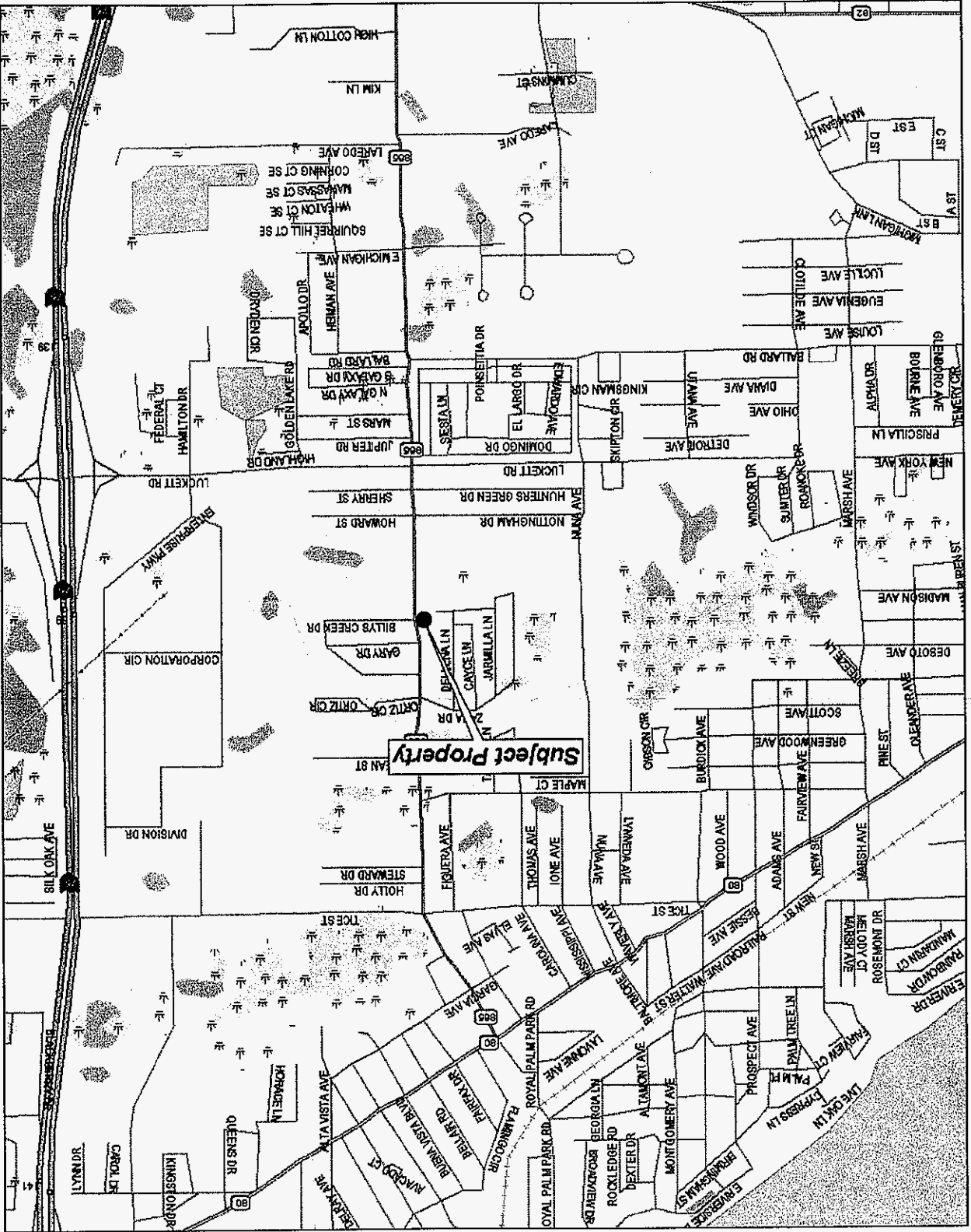
RECEIVED BY COUNTY ADMIN: <i>CW</i>	4/2/07	Rec. by CoAtty
COUNTY ADMIN FORWARDED TO: <i>JP</i>	4/3/07	Date: 3/30/07
	1:15 PM	Time: 1:15 PM
		Forwarded To: <i>Adm in</i>

3/30/07
3:32

EXECUTIVE SUMMARY OF THE PARENT TRACT

PROJECT NAME:	Ortiz Avenue Widening - Project Number 4072/5056
PARCEL NUMBER:	135
OWNER OF RECORD:	The subject property is currently owned by Charles and Darlene Garretson, whose address is 924 Ortiz Avenue, 33905.
STRAP NO.:	09-44-25-P3-00200.C000
LOCATION:	The subject property is located near the northwesterly corner of Billy's Creek Drive and Ortiz Avenue, in the East Fort Myers market area of Lee County Florida. The property address is 924 Ortiz Avenue, Fort Myers, Florida 33905.
SUBJECT AREA:	The subject property is square in shape and consists of 0.98 acres (42,671 square feet), as per the survey provided.
IMPROVEMENTS:	The improvements located on the subject property include a two-story residential building, as well as site improvements appurtenant to the structure.
ZONING:	B-1
HIGHEST & BEST USE:	Interim Use/Commercial Development
ESTIMATES OF VALUE – Cost Approach to Value: Sales Comparison Approach: Income Approach to Value: Final Value Estimate:	N/A \$496,000 N/A \$496,000
DATE OF VALUATION:	26 January 2007
DATE OF REPORT:	29 January 2007
APPRAISERS:	W. Michael Maxwell, MAI, SRA Christopher G. Reublin, Registered Appraiser Trainee

SITE LOCATION MAP #1



This document prepared by

Lee County
County Lands Division
Project: Ortiz Avenue(SR 80 to Lockett) 5056
Parcel: 135/Garretson
STRAP No.: 09-44-25-P3-00200.C000

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 **Charles Garretson, a single person**, hereinafter referred to as SELLER, whose address is 924 Ortiz Avenue, 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 .98 acres, more or less, and located at 924 Ortiz Avenue, Fort Myers, Florida 33905 and more particularly described as Tract C, Campbell Acres, Unit 1, according to the plat thereof, as recorded in Plat Book, 28, Page 90, in the 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 Three Hundred Eighty Thousand Five Hundred and no/100 dollars (\$380,500), 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:** 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 (deed/affidavit to be prepared by BUYER'S title company);

5.01 **SELLER'S EXPENSES:** SELLER will pay for and provide:

- (a) Utility services up to, but not including the date of closing, if applicable;
- (b) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (c) payment of partial release of mortgage fees, if any;
- (d) 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 60 days after notice, BUYER may elect

to accept the Property in its existing condition 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, 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, to the best of SELLER'S knowledge, 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 forty-five (45) 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: Any and all real estate brokerage commissions will be paid by the SELLER. 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

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WITNESSES:

Kathleen M. Green 3/16/07

Charlie Green
CHARLIE GREEN, CLERK

SELLER:

By: Charles Garretson 3/16/07
Charles Garretson (DATE)

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

Page 1 of 2

BUYER: Lee County

SELLER: Garretson

PARCEL NO. 135

1. Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for improvements and all fixtures, including but not limited to, shed(s), air conditioning unit, ceiling fans, hot water heater, built-in appliances, windows, doors, floor covering and landscaping, as of the date of the Buyer's appraisal.
2. The Purchase Price of \$380,500 is inclusive of any moving allowance.
3. The Seller will be allowed to remain on the premises subsequent to closing up to 60 days from the date of closing, subject to Special Conditions Item Nos. 1 through 14, herein. Seller will vacate the premises and remove all personal property, within 60 days following the date of closing.
4. At closing, a security deposit of \$20,000 shall be held in an escrow account until such time as the Seller removes all personal property and properly vacates the premises. Buyer's authorized agent will inspect the house and all other real property and improvements subsequent to Seller vacating premises. Removal of any fixtures(s) by Seller may cause a reduction in the security deposit.
5. The premises will be used and occupied by Seller exclusively as a private single-family residence. The premises may not be used for the purpose of carrying on any business, profession, or trade of any kind, or for purposes other than as a private single-family residence.
6. Seller will bear the full cost of water service used by the Seller and will also bear the cost for trash pick-up, use of electricity, telephone services, and any other services to the space occupied up until the date the premises is properly vacated by Seller.
7. The Seller will provide for interior maintenance and repairs, including repairs or replacement of interior equipment as may be necessary due to normal usage. The Seller will keep the interior of the premises in as good a state of repair as it is at the time of the closing, reasonable wear and tear and unavoidable casualties excepted.
8. The Seller will maintain and keep in as good a state of repair, as it is at the time of closing, the exterior of the premises and will be responsible for the replacement or repair of windows or other exterior elements needing replacement or repair occurring after closing, but before the SELLER'S vacation and BUYER'S final inspection of the Property.
9. Seller will pay the insurance premiums on the premises. Buyer is not liable to carry fire insurance on the premises or property of the Seller. The Buyer is not liable for injury, loss, damages or theft to the person or property or fixtures belonging to the Seller located on the property. All property that may be on the premises will be at the sole risk of the Seller.
10. If the premises, or the major part thereof, is destroyed by fire, lightning, storm or other casualty, the Buyer may repair the damage at its own cost and expense but nothing contained herein requires Buyer to do so.
11. Seller will indemnify and save the Buyer harmless from all claims or demands, including an allowance for reasonable attorney's fee incurred by Buyer in the defense thereof, for injuries to person or damage to property arising out of Seller's negligent use of the premises asserted by or on behalf of the Seller, Seller's employees, agent, invitee, or any other person and from any and all injury or damage done by any of them to the premises. The Buyer will be liable for claims or

SPECIAL CONDITIONS
Page 2 of 2

demands arising out of the Buyer's negligent acts or those of its employees or agents, but only to the extent allowed by Florida Statutes '768.28.

12. Prior to closing, Seller must purchase and maintain Premises Liability Insurance protecting his interest as tenant of the premises with insurers approved by the Lee County Risk Management Department. This policy must provide minimum limits of \$300,000 Combined Single Limit of Bodily Injury and Property Damage. The Seller will provide evidence to the County Risk Management Department in the form of a properly executed certificate of insurance, demonstrating a minimum of thirty (30) days advance written notice of cancellation or adverse material change.

The Seller agrees that this insurance requirement does not limit liability. Buyer does not represent that the insurance required is sufficient or adequate to protect the Seller's interests or liabilities, but are merely minimums.

The Seller must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The Seller agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage as excess.

13. Seller may not keep or have on the premises articles of dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous or extra hazardous by any responsible insurance company.

14. All terms set forth in the Special Conditions will survive the closing of this transaction.

WITNESSES:

Kathleen Davis 3/16/07

J. Kirk Gomez 3/16/07

WITNESSES:

SELLER:

Charles Garretson 3/16/07
Charles Garretson (DATE)

SELLER:

(DATE)

CHARLIE GREEN, CLERK

BY: _____
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

COUNTY ATTORNEY (DATE)

Division of County Lands

Updated Ownership and Easement Search

Search No. 09-44-25-P3-00200.C000

Date: April 5, 2006 *3-19-2007*

Parcel: 135

Project: Ortiz Avenue, # *5056*

To: J. Keith Gomez
Property Acquisition Agent

From: Bill Abramovich *B.A.*
Real Estate Title Examiner

STRAP: 09-44-25-P3-00200.C000

Effective Date: *3-19-2007*
April 3, 2006, at *10:30 a.m.* 5:00 p.m.

Subject Property: Tract C, CAMPBELL ACRES, UNIT 1, according to the plat thereof, as recorded in Plat Book 28, Page 90, in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Charles Garretson and Darlene Garretson, Husband and Wife

By that certain instrument dated February 3, 2004, recorded March 18, 2004, in Official Record Book 4231, Page 404, Public Records of Lee County, Florida.

** Judgment of Dissolution of Marriage recorded 8-14-06
Instrument No. 2006000318204*

Easements:

None found of record.

NOTE (1): Mortgage executed by Charles Garretson and Darlene M. Garretson, husband and wife, in favor of Ameriquest Mortgage Company, dated February 3, 2004, recorded March 18, 2004, in Official Record Book 4231, Page 405, Public Records of Lee County, Florida.

NOTE (2): UCC between Charles Garretson and Darlene Garretson and The Independent Savings Plan Company, recorded April 28, 2004, in Official Record Book 4274, Page 843, Public Records of Lee County, Florida.

NOTE (3): 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 (4): No search has been made regarding the status of the assessments for the East Lee County Sewer District nor the City of Fort Myers.

Tax Status: 2005 Taxes are now delinquent. *\$ 2,233.39 (Cert.); 2006 \$ 528.30*
(The end user of this report is responsible for verifying tax and/or assessment information.) *Due*

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

5-Year Sales History

Parcel No. 135/Garretson

Ortiz Avenue Widening
(S.R. 80 to Lockett Road)
Project No. 5056

Grantor	Grantee	Price	Date	Arms Length Y/N
Charles Garretson	Charles Garretson and Darlene Garretson, h/w	\$51,000	2/03/04	N