

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

**Blue Sheet No. 20070421**

**1. ACTION REQUESTED/PURPOSE:** Approve two (2) separate Purchase Agreements for acquisition of Parcel 302 (7,920 sq. ft.), Ortiz Avenue Project 4072, in the aggregate amount of \$50,000, pursuant to the terms and conditions set forth in the Agreements. 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 **CLB** **6. Meeting Date:** **04-17-07**

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

**10. Background:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee-simple interest in 7,920 sq. ft. residential property as vacant; and all rights, title and interest to mobile home and site improvement located thereon.

**Property Details:**

**Land Owner:** William E. Kraupner  
**Mobile Home Owner:** Marylin A. Jarrett  
**Location:** 4914 Luckett Road  
**STRAP No.:** 16-44-25-02-0000A.0010

**Purchase Details:**

**Purchase Price:** \$50,000 (Inclusive of attorney fees and moving expenses).  
**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:** Value Justification Report, Purchase Agreement(2), 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.	
<i>K. Forsyth</i>			<i>SAO 308</i> <i>4/13/07</i>	<i>Robert</i> <i>4-14-07</i>	<i>4-5-07</i>	<i>4/15/07</i>	<i>4/15/07</i>	<i>4-5-07</i>	

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *EW*  
Date: *4/14/07*  
*2pm*  
COUNTY ADMIN FORWARDED TO: *PC*  
*4-5-07*  
*11:30*

Rec. by CoAtty  
Date: *4/13/07*  
Time: *1:00pm*  
Forwarded To: *Admin*  
*4/4/07*

*10:40 AM*

# Value Justification Report

Parcel No. 302/Kraupner & Jarrett

Ortiz Avenue Widening  
Project No. 4072

The Division of County Lands has negotiated two proposed agreements in the aggregate amount of \$50,000 for the purchase of the fee-simple interest, mobile home, and related site improvement for Parcel 302, from William E. Kraupner (land/site improvements owner) and Marilyn A. Jarrett (mobile home owner). Due to the existence of the land lease and the timing of Ms. Jarrett's relocation, the purchase of the land/site improvements and the mobile home, have been processed simultaneously.

This residential parcel, located at 4914 Luckett Road, is currently zoned MH-1 (mobile home zoning). The site has been cleared, and also includes utilities, and storage sheds. The site is being leased to Ms. Jarrett, for the placement of her ±720 sq. ft. mobile home and appurtenant improvements.

The firm of Carlson Norris, and Associates had been contracted by Lee County/Division of County Lands to appraise 9 neighboring properties of similar sized lots. Those appraisal reports indicate an improved property value range of \$47,000 - \$66,000, for homes ranging from 468 sq. ft. up to 921 sq. ft.

The purchase price of the mobile home and appurtenant improvements (\$12,500) was established by Marilyn A. Jarrett. The purchase price of the land and related site improvements was negotiated downward from William Kraupner's asking price of \$40,000 to \$37,500. The combined purchase price of \$50,000, is supported by market data, derived from County initiated appraisals of comparable properties.

The negotiated total purchase price, inclusive of any attorney fees/costs and moving expense, 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 - \$1,000 - \$2,000
2. Estimated cost of Property Owner's appraisal - \$2,000 - \$3,000

This document prepared by

Lee County  
County Lands Division  
Project: Ortiz Avenue 4072  
Parcel: 302/Kraupner & Jarrett  
STRAP No.: 16-44-25-02-0000A.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 19<sup>TH</sup> day of MAR., 2007 by and between **William E. Kraupner, a married person**, hereinafter referred to as SELLER, whose address is 3528 SE 10<sup>th</sup> Place, Cape Coral, Florida 33904, 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 4914 Lockett Road, Fort Myers, Florida 33905, and more particularly described as Lot 1, Block A of that certain subdivision known as 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, Page 11, 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-Seven Thousand Five Hundred and no/100 (\$37,500), 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 conditions 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. To the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located

on the Property. To the best of SELLER'S knowledge, 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 150 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

The closing of this transaction is contingent upon the BUYER simultaneously closing on the acquisition of the mobile home and related improvements, located on the Property and owned by the occupant/tenant of the Property.

**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,

absent of any tenants or residents, to BUYER at time of closing unless otherwise stated herein. The purchase of the Property is not subject to any written or verbal lease agreements of the SELLER.

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:

Shelby J. Kraupner

SELLER:

By: William E. Kraupner  
William E. Kraupner (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)

This document prepared by  
Lee County - County Lands Division  
Project: Ortiz Avenue 4072  
Parcel: 302/Kraupner & Jarrett  
STRAP No.: 16-44-25-02-0000A.0010

AGREEMENT FOR PURCHASE AND SALE OF MOBILE HOME  
AND RELATED SITE LOCATED IMPROVEMENTS

THIS AGREEMENT for purchase and sale of mobile home and related site located improvements is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **Marilyn A. Jarrett, the un-remarried widow of Eddie J. Jarrett**, hereinafter referred to as SELLER, whose address is 4914 Lockett Road, 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, the 1971 Commo Mobile Home (Referenced ID No. 1816T; Title No. 4444492), and SELLER'S interest in appurtenant site improvements located at 4914 Lockett Road, Fort Myers, Florida 33905 (a/k/a Lot 1, Block A of that certain subdivision known as 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, Page 11), 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 Twelve Thousand Five Hundred and no/100 (\$12,500), payable at closing by County Warrant. Purchase Price includes payment for moving expenses.
3. **EVIDENCE OF TITLE:** SELLER will provide a copy of the mobile home title to BUYER at time of approval of this Agreement by BUYER. The original mobile home title, and any necessary instrument to facilitate the transfer of the title from SELLER to BUYER will be provided by SELLER at closing. BUYER will pay for the transfer of the mobile home title from SELLER to BUYER.
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 provide:

A quitclaim deed to the land on which the Property is located, if deemed necessary to clear title to the Property, 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) title transfer fee from SELLER to BUYER.

**7. TAXES:** SELLER will be charged for personal property taxes (if applicable) up to, but not including the date of closing.

**8. DEFECTS IN TITLE:** Prior to closing, BUYER will have a reasonable time to examine the title. If title 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.

**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.

1 . **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the BUYER'S title company on or before 150 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

The closing of this transaction is contingent upon the BUYER simultaneously closing on the acquisition of the land on which the mobile home and appurtenant improvements are located.

1 . **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property, absent of any tenants or residents, to BUYER at time of closing unless otherwise stated herein. The purchase of the Property is not subject to any written or verbal lease agreements of the SELLER.

1 . **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.

WITNESSES:

SELLER:

Daniel M. Hanley  
Charlie Green  
CHARLIE GREEN, CLERK

By: Marylin A. Jarrett 3-15-07  
Marylin A. Jarrett (DATE)

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

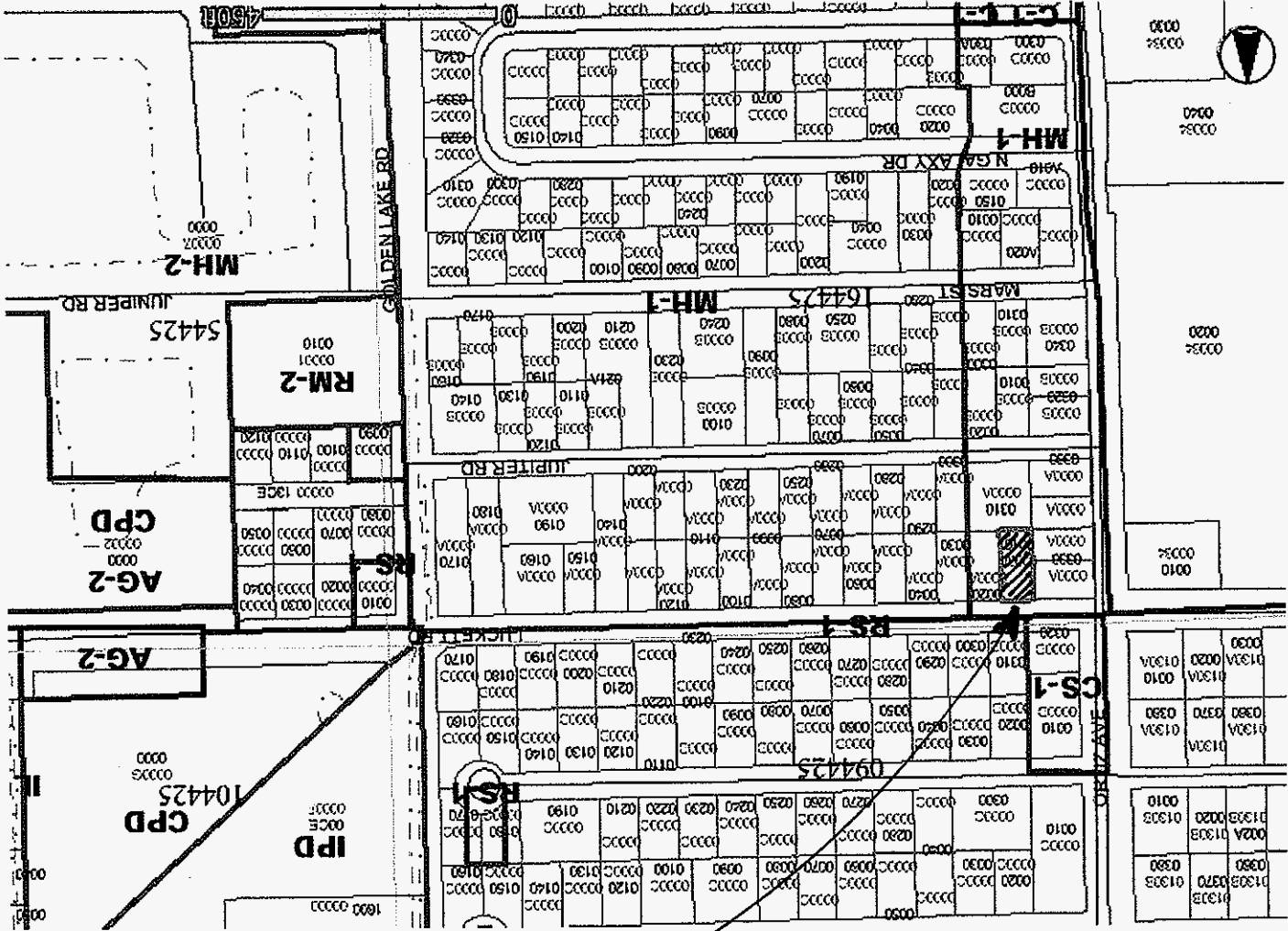
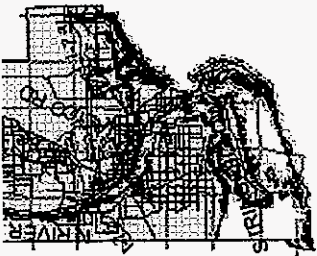
BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

Ortiz Avenue 4072, Parcel 302 Kraupner/Jarrett



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

Search No. 16-44-25-02-0000A.0010

Date: October 27, 2006

Parcel: 303

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

STRAP: 16-44-25-02-0000A.0010

Effective Date: October 25, 2006, at 5:00 p.m.

**Subject Property:** Lot 1, Block "A" of that certain subdivision known as 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, Page 11.

Title to the subject property is vested in the following:

**William E. Kraupner**

By that certain instrument dated September 25, 1985, recorded September 26, 1985, in Official Record Book 1806, Page 549, 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): 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) Property leased to Marilyn A. Jarrett. Mobile home located on site and owned by Marilyn A. Jarrett - Title No 444492)***Tax Status:** Taxes in the amount of \$177.55 have been paid on November 10, 2005.  
(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 302/Kraupner & Jarrett

Ortiz Avenue Widening  
Project No. 4072

**NO SALES in PAST 5 YEARS**