

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 318, Ortiz Avenue Project 4072, in the amount of \$5,000, 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. WHAT ACTION ACCOMPLISHES: The Board must accept all real estate conveyances to Lee County.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 6 **CLD** **5. Meeting Date:** NOV 28 2006

| | | | | | |
|---|---|--|--|----------------------------------|--|
| 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 | |
| <input type="checkbox"/> Appeals | <input type="checkbox"/> Admin. Code | | | Division | |
| <input type="checkbox"/> Public | <input type="checkbox"/> Other | | | By: Karen L.W. Forsyth, Director | |
| <input type="checkbox"/> Walk-On | | | | | |

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Fee simple interest in a vacant portion of residential property.

Property Details:
Owner: Mario Jasso
Location: 4989 Jupiter Road (north half which fronts Luckett Road)
STRAP No.: A portion of 16-44-25-02-0000A.0180

Purchase Details:
Purchase Price: \$5,000
Costs to Close: Estimated to be \$500

Appraisal Information:
The subject property was not appraised. See the attached Value Justification.

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

Account: 20407218823.506110

Attachments: Value Justification, Purchase Agreement, Title Data, Location Map, 5-Year Sales History

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>BAO 11/8</i> <i>Ray 4/20</i> | <i>Robert Spurgeon</i> 11-13-06 | <i>11-14-06</i> | <i>11-14-06</i> | <i>11/16</i> | <i>11-16-06</i> | <i>11-16-06</i> |

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN: *FW*
11-14-06
1pm MP.
COUNTY ADMIN: *FW*
FORWARDED TO: *FW*
11-16-06
4pm

Rec. by CoAtty
Date: *11/13/06*
Time: *3:25pm*
Forwarded To: *Admin.*
11/14/06 9:15 am

Value Justification Report

Parcel No. 318/Jasso
Ortiz Avenue Widening
Project No. 4072

The Division of County Lands has negotiated a proposed fee-simple purchase of the north ½ of Lot 18, Block A, Golden Lake Heights Subdivision (Plat Book 10, Page 11) from Mario Jasso.

The parcel represents a partial acquisition (north ½ of a double-sized lot) from the improved residential property known as 4989 Jupiter Road, located in Fort Myers. The subject property is predominantly encumbered by an FPL easement.

The south ½ of the subject's parent tract will continue to function as an improved residential property.

The negotiated purchase price of the subject parcel is based upon the limited utility and value due to the FPL easement, and cost avoidance of condemnation:

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

Similar unencumbered lots have been valued at \$28,000.

This document prepared by

Lee County
County Lands Division
Project: Ortiz Avenue 4072
Parcel: 318/Jasso
STRAP No.: A portion of 16-44-25-02-0000A.0180

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 **Mario Jasso, a married person**, hereinafter referred to as SELLER, whose address is 4979 Jupiter 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 7,950 square feet, more or less, and located at 4989 Jupiter Road, Fort Myers, Florida 33905, and more particularly described as:

The North 132.50 feet of Lot 18, 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 Five Thousand (\$5,000.00), 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 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;
 - (b) utility services up to, but not including the date of closing, if any;
 - (c) taxes or assessments for which a bill has been rendered on or before the date of closing, and if closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year;
 - (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 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 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 60 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 5 of 5

WITNESSES:

Ray Mayhew

SELLER:

Mario Jasso 11-1-06
Mario Jasso (DATE)

CHARLIE GREEN, CLERK

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

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRWOMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Division of County Lands



Ownership and Easement Search

Search No. 16-44-25-02-0000A.0180

Date: October 25, 2006

Parcel: 320

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.0180

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

Subject Property: Lot 18, Block A, GOLDEN LAKE HEIGHTS SUBDIVISION, according to the plat thereof, recorded in Plat Book 10, Page 11 of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Mario Jasso

By that certain instrument dated November 15, 2005, recorded November 16, 2005, in Instrument Number 2005000122856, 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): Mortgage executed by John A. Michael and Mary I. Michael, husband and wife, in favor of Edward L. Smiley, dated January 22, 2001, recorded January 23, 2001, in Official Record Book 3354, Page 2301, Public Records of Lee County, Florida.

NOTE (2): Notice of Lis Pendens recorded October 27, 2004, in Official Record Book 4477, Page 2368, Public Records of Lee County, Florida.

NOTE (3): Judgment against a/an John Albert Michael recorded March 7, 2000, in Official Record Book 3228, Page 408, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (4): Judgment against a/an John Michael recorded April 4, 1997, in Official Record Book 2809, Page 561, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Division of County Lands

Ownership and Easement Search

Search No. 16-44-25-02-0000A.0180

Date: October 25, 2006

Parcel: 320

Project: Ortiz Avenue Widening (Lockett Rd.),
4072

NOTE (5): Judgment against a/an John Michael recorded April 4, 1997, in Official Record Book 2809, Page 562, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

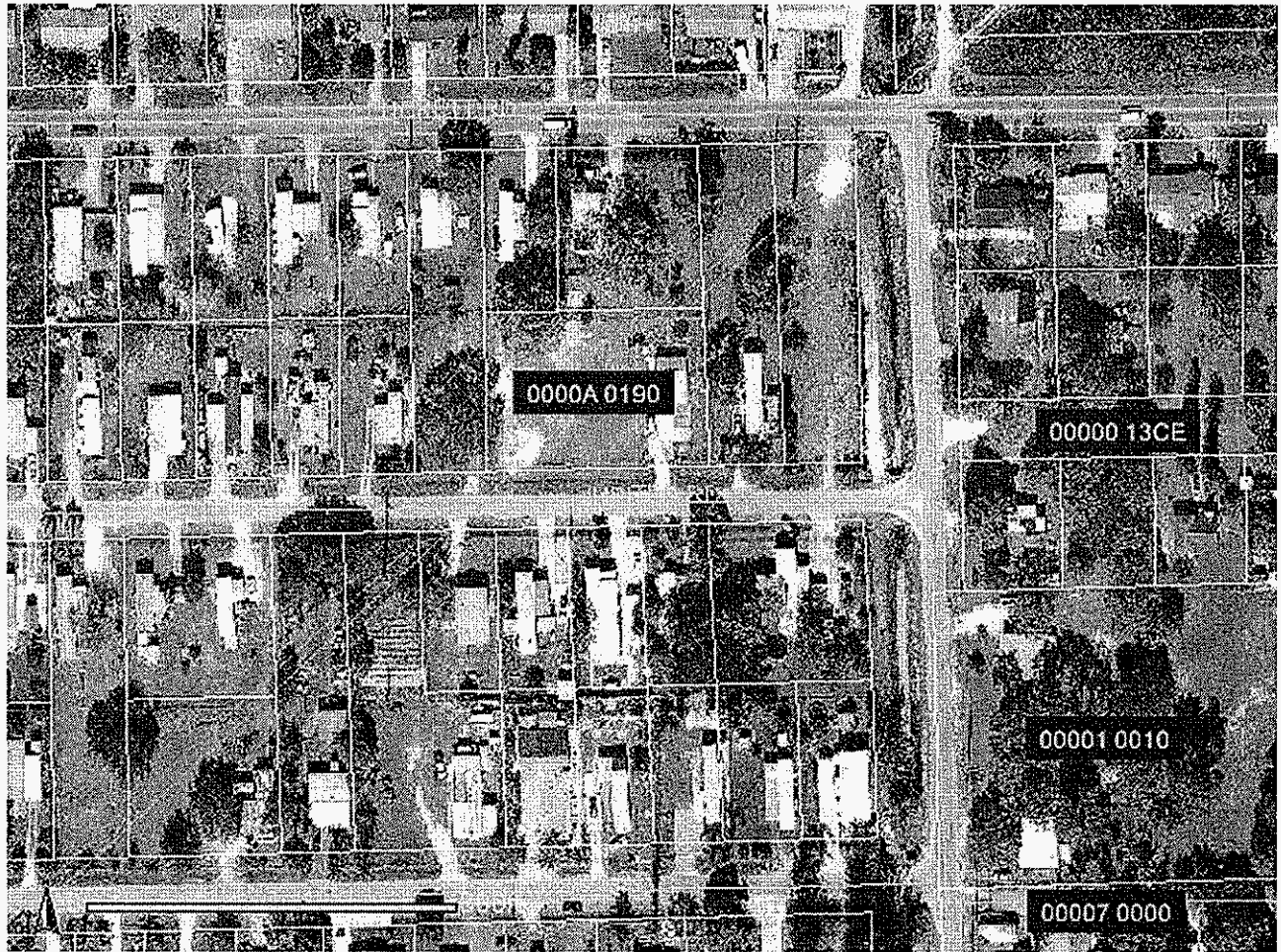
NOTE (6): Resolution pertaining to the East Lee County Sewer System in Official Record Book 1669, Page 3414, Public Records of Lee County, Florida.

NOTE (7): 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: Taxes in the amount of \$386.60 have been paid on April 25, 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.

Parcel 318/Jasso - N1/2 of Lot 18



Tax Map Legend

← Road Centerlines Parcels

| | | | |
|------------------|------------------------|-------------------|----------------------|
| Aerial Image Set | 2005 Hi-Res (1/2 foot) | Map Currency Date | 11/3/2006 2:23:29 PM |
|------------------|------------------------|-------------------|----------------------|

5-Year Sales History

Parcel No. 318/Jasso

Ortiz Avenue Widening
Project No. 4072

| Grantor | Grantee | Price | Date | Arms Length Y/N |
|---------------------|-------------|----------|----------|--------------------|
| John Albert Michael | Mario Jasso | \$15,000 | 11/16/05 | N* |
| | | | | |

*The referenced transaction includes the larger parent tract, improved with a mobile home. Sales data indicates that the transaction may not have been arms length.