

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20030706

1. REQUESTED MOTION:

ACTION REQUESTED: Approve purchase of property identified as Strap Number 19-44-24-C1-00797.0030 for Cape Coral Complex Land Acquisition, Project No. 8705, in the amount of \$16,000, pursuant to the Purchase Agreement; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction; approve budget transfer of \$25,000 from the Capital Improvement Fund Reserves to the Cape Coral Complex Land Acquisition Project and amend FY 02/03 - 6/07 CIP accordingly.

WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: Acquires property adjacent to the existing government complex.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 4

C6F

3. MEETING DATE:
07-01-2003

4. AGENDA:

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 125
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

- A.
- B. DEPARTMENT Independent
- C. DIVISION County Lands TLM 6-10-03
- BY Karen L. W. Forsyth, Director *KLF*

7. BACKGROUND:

The Division of County Lands has negotiated to acquire property adjacent to the existing parking area at the government complex in Cape Coral. Ownership of this parcel will allow for future expansion of the facility.

This acquisition consists of +/- 10,000 square feet of vacant non-waterfront property located at 1035 SE 9th Avenue in Cape Coral, and further identified as Lots 3 and 4, Block 797, Unit 22.

The property was listed through a real estate broker for sale at \$25,000, however through negotiations the owner agreed to sell for \$16,000. The County is to pay for the environmental audit, real estate brokerage commission of \$1,600, documentary stamps, and closing costs of approximately \$600. Seller is responsible for payment of outstanding assessments and attorney fees, if any.

County staff researched comparable sales in this general area of Cape Coral and found sales ranging from \$16,000 to \$26,000. Based on the comparable sales data, the average purchase price was \$21,917.

Staff recommends the Board approve the Requested Motion.

Funds will be available in Account No. 20870530100.506199
 20 - Capital Projects
 8705 - CC Complex Land Acquisition
 301 - Capital Improvement Fund
 506199 - Land Acquisition Services

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>H. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>6/11</i>	<i>Hugh Regan 6-13-03</i>	OA <i>6/17/03</i>	PM <i>6/17/03</i>	RISK <i>6/17/03</i>	GC <i>6-17-03</i>	<i>HS 6-18-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *6/12/03*
 Time: *9:59*
 Forwarded To:
6/13/03 3PM

RECEIVED BY
 COUNTY ADMIN. *AM*
6-13 4:20
 COUNTY ADMIN. *HS*
 FORWARDED TO:
6/18/03

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Capital Improvement Fund DATE: 03/20/03 BATCH NO. _____

FISCAL YEAR: 02/03 FUND #: 30100 DOC TYPE: YB LEDGER TYPE: BA

TO: Capital Projects General Government Capital Project

(DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:
 FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.
 (EXAMPLE: BB5120100100.503450)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
<u>20870530100.506540</u>	<u>Construction - Improvements</u>	\$ 25,000
	TOTAL TO:	\$ 25,000

FROM: <u>Non-Departmental</u>	Reserves	
(DIVISION NAME)	(PROGRAM NAME)	
ACCOUNT NUMBER	OBJECT NAME	CREDIT
<u>GC5890130100.509910</u>	<u>Reserves for Contingencies</u>	\$ 25,000
	TOTAL FROM:	\$ 25,000

EXPLANATION: Transfer budget from Reserves for the acquisition of property located within the Cape Coral Complex.

<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">DIVISION DIRECTOR SIGNATURE</td> <td style="width: 20%;">DATE</td> </tr> <tr> <td>DBS: APPROVAL <u>✓</u> DENIAL _____</td> <td></td> </tr> <tr> <td>APPROVAL _____ DENIAL _____</td> <td></td> </tr> <tr> <td>CO. ADMIN.: APPROVAL _____ DENIAL _____</td> <td></td> </tr> </table>	DIVISION DIRECTOR SIGNATURE	DATE	DBS: APPROVAL <u>✓</u> DENIAL _____		APPROVAL _____ DENIAL _____		CO. ADMIN.: APPROVAL _____ DENIAL _____		<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">DEPARTMENT DIRECTOR SIGNATURE</td> <td style="width: 20%;">DATE</td> </tr> <tr> <td><u>[Signature]</u></td> <td><u>6-17-03</u></td> </tr> <tr> <td>OPERATIONS ANALYST SIGNATURE</td> <td>DATE</td> </tr> <tr> <td colspan="2">BUDGET OPERATIONS MANAGER SIGNATURE DATE</td> </tr> <tr> <td><u>[Signature]</u></td> <td><u>6-17-03</u></td> </tr> <tr> <td>CO. ADMIN. SIGNATURE</td> <td>DATE</td> </tr> <tr> <td colspan="2">BCC CHAIRMAN SIGNATURE</td> </tr> </table>	DEPARTMENT DIRECTOR SIGNATURE	DATE	<u>[Signature]</u>	<u>6-17-03</u>	OPERATIONS ANALYST SIGNATURE	DATE	BUDGET OPERATIONS MANAGER SIGNATURE DATE		<u>[Signature]</u>	<u>6-17-03</u>	CO. ADMIN. SIGNATURE	DATE	BCC CHAIRMAN SIGNATURE	
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CO. ADMIN. SIGNATURE	DATE																						
BCC CHAIRMAN SIGNATURE																							

BCC APPROVAL DATE: _____

BA NO: _____ AUTH CODE: _____ TRANS DATE: _____ REV. 05/93

This document prepared by:
Lee County
Division of County Lands
Project: Cape Coral/Lee County Complex
Project No. 8705
STRAP No.: 19-44-24-C1-00797.0030

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 _____, 2003, by and between Biase Di Gironimo, hereinafter referred to as SELLER, whose address is 7271 Glenthorne Road, Upper Darby, PA 19082, 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 .23 acres, more or less, and located at 1035 SE 9th Avenue, Cape Coral, Florida 33990, and more particularly described as Lots 3 and 4, Block 797, Unit 22, Cape Coral, according to the map or plat filed in Plat Book 14, Pages 1 through 16, Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Cape Coral/Lee County Complex Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Sixteen Thousand and 00/100 (\$16,000.00), 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 \$16,000.00, 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) 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) documentary stamps on deed; Buyer will pay the cost of doc stamps.
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) payment of delinquent City of Cape Coral assessments, if any;
- (g) SELLER's attorney fees, if any.

B.D.G.
B.D.G.

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

- (a) Recording fee for deed;
- (b) 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.

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 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 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.

WITNESSES:

SELLER:

Biase Di Gironimo
Biase Di Gironimo (DATE)

5-10-03

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)

* Buyer to pay brokerage fee for this transaction at Closing. The broker for this transaction is Timothy R. Kistel, P.A.. The total brokerage fee is \$1,600.00.

HBDG



Fidelity National Title

INSURANCE COMPANY OF NEW YORK

Cape Coral

3515 Del Prado Boulevard, Suite 105 • Cape Coral, FL 33904
(239) 945-6790 • FAX (239) 945-4853

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

The coverages provided by the Closing Protection Letter printed on the inside cover of this commitment are extended to the proposed insured(s) identified below:

Escrow File No.: 03-017-905152

Commitment No.: 03-017-905152

1. **Effective Date:** May 5, 2003, at 08:00 A.M.
2. **Policy or Policies to be issued:** **Amount of Insurance**
 ALTA Owner's Policy (10-17-92) w/Florida Modifications \$16,000.00
 Proposed Insured:
 Lee County, A Political Subdivision of the State of Florida
3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**
 Fee Simple
4. **Title to the estate or interest in said land is at the effective date hereof vested in:**
 Biase Di Gironimo
5. **The land referred to in this commitment is described as follows:**
 Lots 3 & 4, Block 797, Unit 22, Cape Coral Subdivision, according to the plat thereof, as recorded in Plat Book 14, Pages 1-16 of the Public Records of Lee County, Florida.

SCHEDULE B I
(Requirements)

Escrow File No.: 03-017-905152

Commitment No.: 03-017-905152

The following are the requirements to be complied with:

1. *Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.*
2. *Instruments in insurable form which must be executed, delivered and duly filed for record:*
 - A. *Warranty deed to be executed by Blase Di Gironimo, joined by spouse if married or recitation that the grantor is single or that the property is not homestead property of either spouse, conveying subject property to Lee County, A Political Subdivision of the State of Florida.*
3. *Submit proof that any outstanding municipal and/or county Special Assessments or Liens which are due, have been paid.*
4. *Proof of payment of Lee County Mandatory Garbage Collection Assessments, if any.*
5. *Submit proof that any outstanding municipal and/or county tax assessments which are due, have been paid.*

Any reference to O.R. (Official Records) or Public Records shall be deemed to be located in the Official Records of the County where the subject property is located.

END OF REQUIREMENTS

SCHEDULE B II
(Exceptions)

Escrow File No.: 03-017-905152

Commitment No.: 03-017-905152

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.**
2. **All assessments and taxes for the year 2003 and all subsequent years, which are not yet due and payable.**
3. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.**
4. **Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.**
5. **Rights or claims of parties in possession not shown by the public records.**
6. **Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any sovereignty lands.**
7. **This policy does not insure against loss or damage arising as the result of unpaid charges for public utilities furnished by any county, municipality, or public service corporation, which may be or may become a lien upon the land insured hereby under any provision of the Florida Statutes, including Section 159.17, and/or any county, municipal, or special taxing district assessment, including those levied under the provisions of Chapter 190, Florida Statutes.**
8. **Restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin), covenants, easement(s), setbacks(s), if any, as applied against said subdivision or as may be shown on the Plat recorded in Plat Book 22, Pages 1-16, of the Public Records of Lee County, Florida.**

Said instrument provides or establishes: Easement Dedication as shown on subject plat: "The owners of this property do hereby dedicate easements along each boundary of each homesite for county drainage and for public utilities, said easements not to exceed 6' each side of said boundaries."
9. **Subject to Lee County Mandatory Garbage Collection Assessments.**

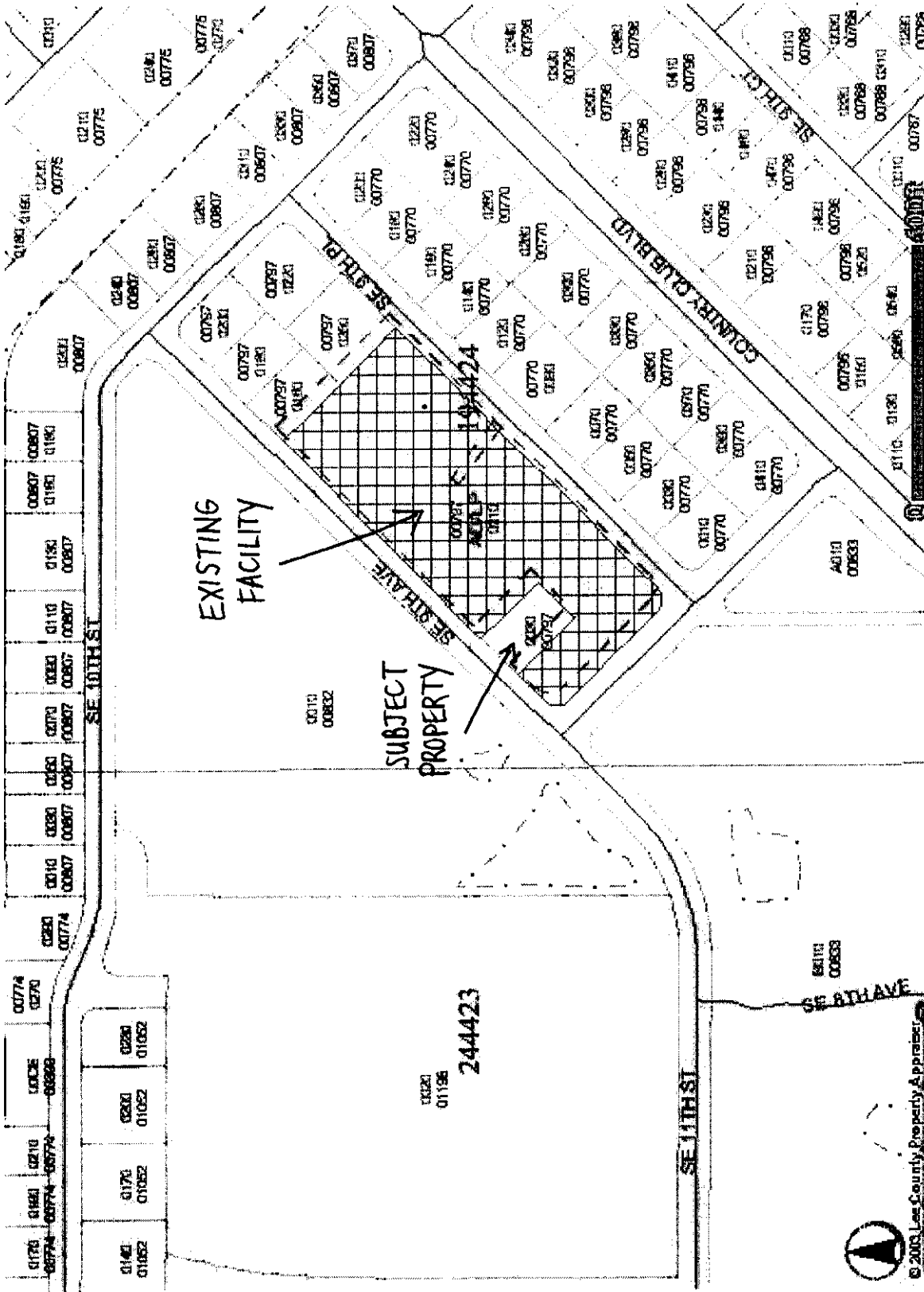
10. **The nature, extent, or existence of riparian rights, if any, appurtenant to the insured lands lying below the mean/ordinary high water mark, are neither guaranteed nor insured, and the riparian rights of others as the same may affect the said property, are hereby excepted.**

Note: Parcel Identification (Folio) Number: 19-44-24-C1-00797.0030
Assessed Value: \$15,500.00
Homestead Exemption: no
Other Exemptions: no
Ad Valorem Gross Amount: \$385.42
Taxes Paid for the year(s): 2002

Any reference to O.R. (Official Records) or Public Records shall be deemed to be located in the Official Records of the County where the subject property is located.

END OF EXCEPTIONS

VICINITY MAP

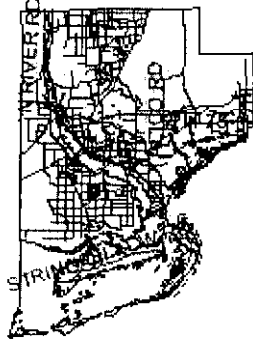
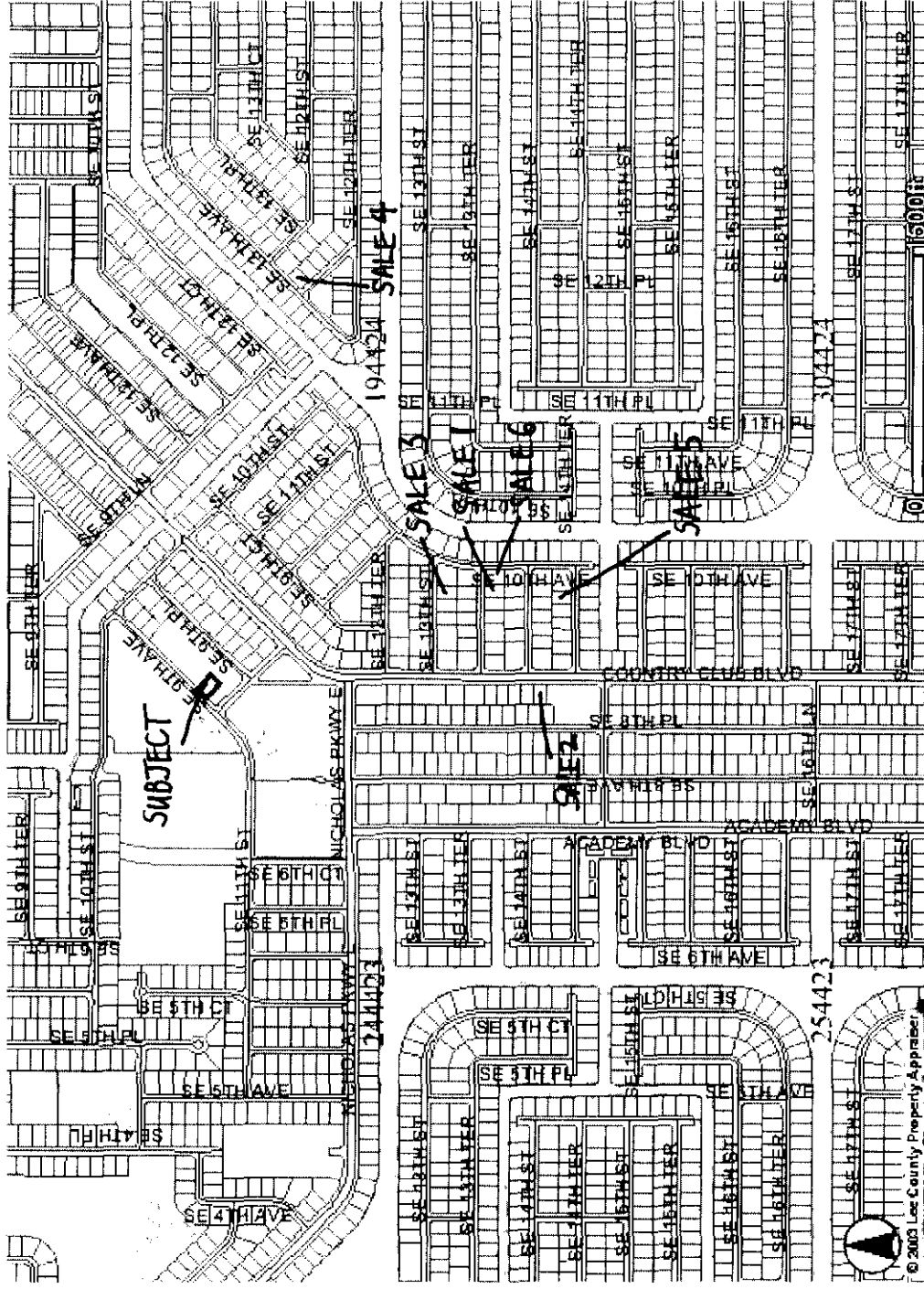


COMPARABLE SALES

	STRAP Number	Date of Sale	Sales Price	Sewer/Water Assessments
Sale 1	19-44-24-C4-00762.0120	12/06/01	\$16,000	Assumed
Sale 2	19-44-24-C4-00809.0470	12/18/01	\$20,500	Paid
Sale 3	19-44-24-C4-00763.0120	04/09/02	\$22,000	Assumed
Sale 4	19-44-24-C2-00786.0580	09/03/02	\$22,000	Paid
Sale 5	19-44-24-C4-00761.0210	01/02/03	\$26,000	Assumed
Sale 6	19-44-24-C4-00762.0140	01/24/03	\$25,000	Paid
			Average Sales Price	
			\$21,917	

COMPARABLES SALES MAP

Strap 19-44-24-C1-00797.0030



- Legend**
- Selected Features
 - Parcels
 - Parcel Hooks
 - Hydro Features
 - Road Center Line
 - Section Lines
 - Zoning - County
 - City Limits
 - Bonita Springs
 - Cape Coral
 - Fort Myers
 - Sanibel
 - Town of Fort Myers Beach

© 2003 Lee County Property Appraiser

5-Year Sales History

Strap No. 19-44-24-C1-00797.0030

Cape Coral Complex Land Acquisition, Project No. 8705

NO SALES in PAST 5 YEARS