

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

Blue Sheet No. 20041471

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of STRAP Number 04-44-25-18-00001.0060 in East Fort Myers for the Schandler Hall Park Improvements Project No. 1758, in the amount of \$115,000, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement; authorize payment of necessary fees and costs to close, authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction; approve budget transfer in the amount of \$120,000 from Park Impact Fees – District 3 reserves and amend the FY 04-05/08-09 CIP accordingly.

WHY ACTION IS NECESSARY: The Board must accept all real estate conveyances to Lee County and approve budget transfers.

WHAT ACTION ACCOMPLISHES: Transfers funds to acquire property for the expansion of Schandler Park

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #:

C6L

3. MEETING DATE:

11-23-2004

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 11-5-04
- BY Karen L. W. Forsyth, Director KLF

7. BACKGROUND:

The Division of County Lands has been requested by the Department of Parks and Recreation to acquire property for the expansion of Schandler Park in East Fort Myers. The potential sites for expansion are limited due to surrounding developed neighborhoods.

Interest to Acquire: Fee simple, improved with single-family residence.

Property Details

Owner: Delfido Montenegro
Address: 360 Flamingo Circle, East Fort Myers

Purchase Details

Purchase Price: \$115,000
Costs to Close: Approximately \$1,500

Appraisal Information

The property was listed for sale at \$122,900, and through negotiations, the owner has agreed to sell the subject parcel to the County for \$115,000 (\$103.79 per improvement square foot). County staff performed a market analysis in this geographic area of single-family home sales. The adjusted sales indicate a value range from \$80.50 to \$115.91 per improvement square foot. Value Justification Sheet is attached hereto.

Staff Recommendation: Staff recommends the Board approve the Requested Motion.

Account: 20175818603.506110 (Schandler Hall Park Improvements/Land Acquisition)

Attachments: Purchase Agreement; Warranty Deed; Value Justification, GIS Location Map, 5-Year Sales History

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
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>PAD</i>	<i>J. Adams</i>		<i>11/8/04</i>	<i>11-8-04</i>	<i>11/8/04</i>	<i>AS 11/9/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *11/8/04*
Time: *1:00*
Forwarded To: *11/8/04*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
11/8/04
COUNTY ADMIN
FORWARDED TO: *[Signature]*
11/8/04

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Community Park Impact Fees DATE: 11/02/04 BATCH NO.: _____

FISCAL YEAR: 04-05 FUND NO.: 186-03 DOC. TYPE: YB LEDGER TYPE: BA

TO: Capital Projects Capital Projects
 (Division Name) (Program Name)

NOTE: Please list the account number below in the following order:
 Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger
 (Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
20175818603.506110	Land	\$120,000

TOTAL TO: \$120,000

FROM: Non-Dept Reserves Reserves
 (Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
GC5890118603.509930	Reserves for Capital Outlay	\$120,000

TOTAL FROM: \$120,000

EXPLANATION: Transfer funds from Community Park Impact Fee district #3 for the purchase of a single-family residence adjacent to Schandler Hall Community Park.

_____ DIVISION DIRECTOR SIGNATURE/DATE	<u>John York</u> <u>11-3-04</u> DEPARTMENT HEAD SIGNATURE/DATE
DBO: APPROVAL <input checked="" type="checkbox"/> DENIAL <input type="checkbox"/>	<u>Ann K. Wolf</u> <u>11-8-04</u> OPS. ANALYST SIGNATURE DATE
OPS. MGR.: APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/>	_____ OPS. MGR. SIGNATURE DATE
CO. MGR.: APPROVAL <input type="checkbox"/> DENIAL <input type="checkbox"/>	_____ CO. MANAGER SIGNATURE DATE
BCC APPROVAL DATE: _____	_____ BCC CHAIRMAN SIGNATURE

BA. NO. _____ AUTH CODE _____ TRANS DATE _____

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
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This document prepared by

Lee County
Division of County Lands
Project: Schandler Park Expansion No. 1758
STRAP No.: 04-44-25-18-00001.0060

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 29 day of October, 2004, by and between Delfido Montenegro, a single person, hereinafter referred to as SELLER, whose address is 360 Flamingo Circle, 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 14,000 square feet, more or less, and located at 360 Flamingo Circle, Fort Myers, Florida, and more particularly described as Lots 6 and 7, Block 1, in that certain subdivision known as Merion Square, Plat Book 7, Page 11, Public Records of Lee County, Florida, hereinafter called "the Property" This property will be acquired for the Schandler Park Expansion, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Fifteen Thousand and No/100 Dollars (\$115,000.00), payable at closing by County Warrant.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
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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 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;
- (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) SELLER'S attorney fees, if any;
- (g) payment of outstanding East Lee County Sewer Assessment, if any.

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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
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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 December 31, 2004. 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.

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

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Denise P. Chastar
[Signature]

SELLER:

[Signature] 10-29-04
Delinda Montenegro (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)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: Delfido Montenegro
STRAP NO. 04-44-25-18-00001.0060

Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for all fixtures, including but not limited to, built-in appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering and landscaping, as of October 27, 2004.

Buyer's authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixtures(s) by Seller 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.

Upon the Buyer's written acceptance of this Agreement, Seller 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 to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

WITNESSES:

Denise P. Chesta
Charlie Green

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Delfido Montenegro
Delfido Montenegro

10-29-04
(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)

6.00 Rec
595.00 US

1891 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00

INSTR # 5311388
OR BK 03542 PG 3820

RECORDED 12/19/01 08:39 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 6.00
DOC TAX PD(F.S. 201.02) 595.00
DEPUTY CLERK B Thompson

Prepared By: Nancy Drexler-Hensley
Team Title Insurance, Inc.
1820 Colonial Boulevard - Suite 101
Fort Myers, FL 33907
incidental to the insurance of a title insurance policy.
File Number: 2-01-0769-nh
Parcel ID #: 04-44-25-18-00001.0060

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED, dated 12/10/2001 by
Robert E. Poole and Kimberly E. Poole, husband and wife
whose post office address is *102 Garnett Lane, Clayton NC 27500*
hereinafter called the GRANTOR, to

Deifido Montenegro, a single person
whose post office address is *360 Flamingo Circle Fort Myers Fl 33905*
hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Lee County, Florida, viz:

Lot 6 and Lot 7, Block 1, Merion Square, a subdivision, according to the Plat thereof, recorded in Plat Book 7, Page 11, of the Public Records of Lee County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2002 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anyway appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING TWO WITNESSES:

Witness
Signature: *Nancy Drexler-Hensley*
Print Name: *NANCY DREXLER-HENSLEY*

Robert E Poole
Robert E. Poole

Witness
Signature: *M. Bredicean*
Print Name: *M. BREDICEAN*

Kimberly E Poole
Kimberly E. Poole

State of Florida
County of Lee

I am a notary public of the state of Florida and my commission expires:
THE FOREGOING INSTRUMENT was acknowledged before me on 12/10/2001 by Robert E. Poole and Kimberly E. Poole, husband and wife who () is/are personally known to me or who D has/have produced drivers licenses as identification and who did not take an oath.

Notary Seal

Signature: *Nancy Drexler-Hensley*
Print Name: Nancy Drexler-Hensley Notary Public



VALUE JUSTIFICATION

Comparable Sales			Square Ft	Overall PSF	BR/BA	Parking	Time Adj (1% per month)
	Sale Price						
423 Bellair Rd	\$90,400	6/11/04	1168	77.40	3/2	1-Carport	\$ 80.50
404 Buena Vista Blvd	\$91,500	5/24/04	1154	79.28	2/1	1-Carport	\$ 83.24
339 Flamingo Cir	\$65,000	1/12/04	816	79.66	2/2	1-Carport	\$ 86.83
238 Miramar Rd	\$78,000	3/31/04	720	108.33	2/2	1-Garage	\$ 115.91
284 Del Ray Ave	\$105,000	5/7/04	952	110.29	3/1	1-Garage	\$ 115.80
						Average	\$ 96.46
SUBJECT	Purchase Price						
360 Flamingo Cir	\$115,000		1,108	103.79	3/2	1-Garage	
The subject property was listed for sale at \$122,900							
Adjusted Sales Range from \$80.50 to \$115.91 per improvement square foot in this area							

5-Year Sales History

STRAP No. 04-44-25-18-00001.0060

Schandler Hall Park Improvements, Project No. 1758

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
Robert E. & Kimberly E. Poole, husband and wife	Delfido Montenegro, a single person	12/2001	\$85,000	Y

CIP Project Status Report - Expenditures
For The Current Year Period Ending 11/30/2004
Prior Year Unspent Total Included In Available Budget

Parks Capital Projects

Fund/Subfund	Total Actual 10/01/1997 - 09/30/2003	Prior Year Actual	Total Projected Cost	Prior Year Unspent	Current Year Budget	Available Budget	Current Year Actual	Current Year Encumbrances	Current Year Available Budget
Project : 201758 Schandler Hall Improv/Land Acq									
18601 Imp Fee-Com Pk-Ft. Myers	0	0	76,000	39,000	37,000	76,000	39,000	0	37,000
30100 Capital Improvements Fund	1,091,338	223,842	2,695,000	1,379,820	0	1,379,820	375,614	787,522	216,684
Project Totals	1,091,338	223,842	2,771,000	1,418,820	37,000	1,455,820	414,614	787,522	253,684
Program Totals	1,091,338	223,842	2,771,000	1,418,820	37,000	1,455,820	414,614	787,522	253,684
Grand Totals	1,091,338	223,842	2,771,000	1,418,820	37,000	1,455,820	414,614	787,522	253,684

20 - 979,620 16,484
 22 - 460,000 - Avail 200,000

186003 Reserves = 2,739,264