

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

**Blue Sheet No. 20041723**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the purchase of STRAP Number 04-44-25-18-00001.0080 in East Fort Myers for the Schandler Hall Park Improvements Project No. 1758, in the amount of \$112,000, 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.

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

**WHAT ACTION ACCOMPLISHES:** Approves acquisition of property for the expansion of Schandler Park

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 2 *C6C*

**3. MEETING DATE:** 06-18-2005

<b>4. AGENDA:</b>		<b>5. REQUIREMENT/PURPOSE:</b>		<b>6. REQUESTOR OF INFORMATION</b>	
<input checked="" type="checkbox"/> CONSENT		<i>(Specify)</i>		A.	
<input type="checkbox"/> ADMINISTRATIVE		<input checked="" type="checkbox"/> STATUTE	125	B. DEPARTMENT <u>Independent</u>	
<input type="checkbox"/> APPEALS		<input type="checkbox"/> ORDINANCE		C. DIVISION <u>County Lands TLM 12-27-04</u>	
<input type="checkbox"/> PUBLIC		<input type="checkbox"/> ADMIN.		BY <u>Karen L. W. Forsyth, Director</u> <i>KLWF</i>	
<input type="checkbox"/> WALK ON		<input type="checkbox"/> OTHER			
TIME REQUIRED:					

**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: Luz Ester Diaz  
Address: 356 Flamingo Circle, East Fort Myers

**Purchase Details**

Purchase Price: \$112,000  
Costs to Close: Approximately \$1,500

**Appraisal Information**

The property was listed for sale at \$120,900, and through negotiations, the owner has agreed to sell the subject parcel to the County for \$112,000 (\$77.70 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 \$77.40 to \$110.29 per improvement square foot. Value Justification Sheet is attached hereto.

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

**Funds will be made available in Account:** 20175818603.506199 (Capital Projects - Schandler Hall Park Improvements - Community Park Impact Fees District #3 - Land Acquisition)

**Attachments:** Value Justification, Purchase Agreement, Warranty Deed, 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
					QA	OM	RISK	GC	
<i>K. Forsyth</i>	<i>VLA</i>	<i>VLA</i>	<i>J. ...</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 6/5/05  
Time: 2:20  
Forwarded To: [Signature]

RECEIVED BY COUNTY ADMIN  
1/6/05  
COUNTY ADMIN FORWARDED TO:  
1-6-05  
4:45 PM

## VALUE JUSTIFICATION

Comparable Sales			Square Ft	Overall PSF	BR/BA	Parking
	Sale Price					
423 Bellair Rd	\$90,400	6/11/04	1168	\$77.40	3/2	1-Carport
404 Buena Vista Blvd	\$91,500	5/24/04	1154	\$79.28	2/1	1-Carport
339 Flamingo Cir	\$65,000	1/12/04	816	\$79.66	2/2	1-Carport
238 Miramar Rd	\$78,000	3/31/04	720	\$108.33	2/2	1-Garage
284 Del Ray Ave	\$105,000	5/7/04	952	\$110.29	3/1	1-Garage
			Average	\$90.99		
<b>SUBJECT</b>	Purchase Price					
356 Flamingo Cir	\$112,000		1,480	\$77.70	3/2	None
The subject property was listed for sale at \$120,900						
<b>Sales Range from \$77.40 to \$110.29 per improvement square foot in this area</b>						

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.: 04-44-25-18-00001.0080

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 17 day of December, 2004, by and between Luz Ester Diaz, hereinafter referred to as SELLER, whose address is 356 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 9100 square feet, more or less, and located at 356 Flamingo Circle, Fort Myers, Florida, and more particularly described as Lot 8, and the South 15 feet of Lot 9, Block 1, in that certain subdivision known as Merlon 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 Twelve Thousand and No/100 Dollars (\$112,000.00), 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
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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 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:** 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  
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18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:

Cynthia J. Paul  
Denise P. Chasta

Luz Esther Diaz 12-17-04  
Luz Ester Diaz (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:** Luz Ester Diaz  
**STRAP NO.** 04-44-25-18-00001.0080

Buyer and Seller hereby covenant that the purchase price recited herein 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 December 16, 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:**

Cynthia J. Pal  
Denise P. Chastan

**SELLER:**

Luz Ester Diaz 12-17-04  
Luz Ester Diaz (DATE)

**CHARLIE GREEN, CLERK**

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

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

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

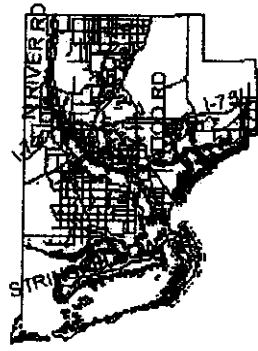
APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

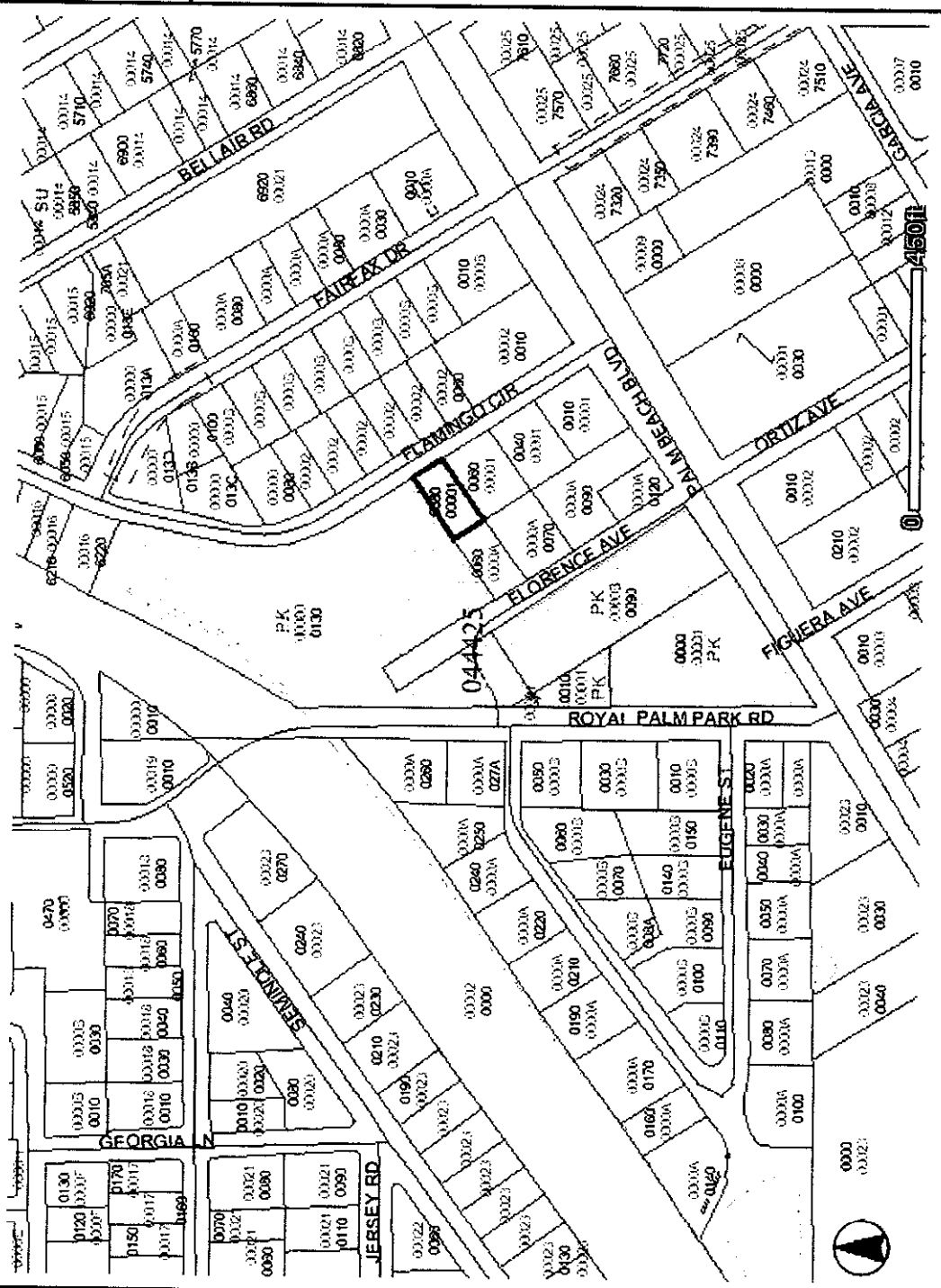




STRAP No. 04-44-25-18-00001.0080 (356 Flamingo Circle, East Fort Myers)



- Legend**
- Selected Features
  - Block
  - Lot
  - Parcels
  - Parcel Hooks
  - County Lands
  - County Lands Lines
  - Hydro Features
  - Road Center Line
  - Section Lines
  - City Limits
  - Barris Springs
  - Cape Coral
  - Fort Myers
  - San Jose
  - Town of Fort Myers Beach



# 5-Year Sales History

STRAP No. 04-44-25-18-00001.0080

Schandler Hall Park Improvements, Project No. 1758

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
Joyce C. Bishop, Wayne Golden, and Kimberly A. Kaloyammides formerly known as Kimberly A. Bishop	Luz Ester Diaz	6/2001	\$84,900	Y
Joyce C. Bishop	Joyce C. Bishop, Wayne A. Golden, and Kimberly A. Bishop	6/2001	\$100	N