

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

**Blue Sheet No. 20061722**

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of Parcel 131 (9,400 sq. ft.), Ortiz Avenue Project 4072, in the amount of \$30,000, 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

**C6B**

**5. Meeting Date:** JAN 23 2007

**6. Agenda:**  
 Consent  
 Administrative  
 Appeals  
 Public  
 Walk-On

**7. Requirement/Purpose: (specify)**  
 Statute 125  
 Ordinance  
 Admin. Code  
 Other

**8. Request Initiated:**  
 Commissioner \_\_\_\_\_  
 Department \_\_\_\_\_ Independent  
 Division \_\_\_\_\_ County Lands  
 By: Karen Forsyth, Director *KF*

**9. Background:**  
Negotiated for: Department of Transportation

Interest to Acquire: Fee-simple interest (9,400 sq. ft.) in vacant residential property.

**Property Details:**  
 Owner: DIAD, Inc., a Florida non-profit corporation  
 Location: 4945 Zana Drive  
 STRAP No.: 09-44-25-P2-00200.0010

**Purchase Details:**  
Purchase Price: \$30,000  
Costs to Close: Estimated to be \$1,250

**Appraisal Information:**  
Company: Carlson, Norris & Associates, Inc.  
Appraised Value: \$30,000

**Staff Recommendation:** Staff is of the opinion that the purchase price is acceptable and recommends the Board approve the Action Requested.

Account: 20407218823.506110

Attachments: Purchase Agreement; Appraisal (Location Map Included); Title Data; 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
<i>K. Forsyth</i>			<i>SAO (207) 1/4/07</i>	<i>1-10-07</i>	Analyst	Risk	Grants	Mgr.	<i>1-11-07</i>

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY COUNTY ADMIN:  
 1/10 3:50  
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 COUNTY ADMIN  
 FORWARDED TO:  
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Rec. by CoAtty  
 Date: 1/10/07  
 Time: 10:25 AM  
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 Time: 3:15 PM  
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This document prepared by

Lee County  
County Lands Division  
Project: Ortiz Avenue/4072  
Parcel: 131/DIAD, Inc.  
STRAP No.:09-44-25-P2-00200.0010

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 \_\_\_ day of \_\_\_\_\_, 20\_ by and between **DIAD Inc., a Florida non-profit corporation**, hereinafter referred to as SELLER, whose address is 1944 French Street, Fort Myers, Florida 33916, 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 9,400 square feet more or less, and located at 4945 Zana Drive, Fort Myers, 33905 and more particularly described as:

*Lot 1 of Unit 1, Campbell Acres Subdivision, as recorded in Plat Book 28, Page 90 in the Public Records of Lee County, Florida,*

hereinafter called "the Property". This Property will be acquired for the Ortiz Avenue road widening project , No. 4072, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Thirty Thousand and no/100 Dollars (\$30,000), 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 cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS:** SELLER will execute:

- (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 (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. 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 without proration.

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 30 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 further warrants that, to the best of SELLER'S knowledge, 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, and 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, and there is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that, to the best of SELLER'S knowledge, 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:** BUYER and SELLER hereby agree to indemnify and hold the other harmless from and against any claims by a real estate broker claiming by or through BUYER or 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:

Jose Luis Gomez

Jose Luis Gomez

SELLER:

DIAD, INC., a Florida non-profit corporation

BY: Mrs. Melvin Morgan, V. Pres.  
(DATE)

Mrs. Melvin Morgan  
(Print Name and Title)

BY: Willie Jackson 12/19/06  
(DATE)

Willie J. Jackson, Treas.  
(Print Name and Title)

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)

LAND APPRAISAL REPORT

Summary Appraisal Report

IDENTIFICATION
Borrower DIAD INC/LEE COMBS
Property Address 4945 Zana Drive
City Fort Myers
County Lee
State FL
Zip Code 33905-4043
Legal Description Lot 1, Campbell Acres, Unit 1, PB 28, PG 90
Sale Price \$ Not a Sale
Date of Sale N/A
Loan Term N/A yrs.
Property Rights Appraised Fee Leasehold De Minimis PUD
Actual Real Estate Taxes \$ 123.31 (yr)
Loan charges to be paid by seller \$ N/A
Other sales concessions
Lender/Client Lee County - County Lands
Address P.O. Box 398, Fort Myers, FL 33902-0398
Occupant Vacant Land
Appraiser Phil Benning, Associate
Instructions to Appraiser Estimate Market Value

NEIGHBORHOOD
Location Urban Suburban Rural
Built Up Over 75% 25% to 75% Under 25%
Growth Rate Fully Dev. Rapid Steady Slow
Property Values Increasing Stable Declining
Demand/Supply Shortage In Balance Oversupply
Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.
Present Land Use 80% 1 Family 10% 2-4 Family % Apts. % Condo 5% Commercial
Change in Present Land Use Not Likely Likely (\*) Taking Place (\*)
Predominant Occupancy Owner Tenant % Vacant
Single Family Price Range \$ 60,000 to \$ 500,000 Predominant Value \$ 150,000+
Single Family Age New yrs. to 85 yrs. Predominant Age 40+ yrs.

Employment Stability
Convenience to Employment
Convenience to Shopping
Convenience to Schools
Adequacy of Public Transportation
Recreational Facilities
Adequacy of Utilities
Property Compatibility
Protection from Detrimental Conditions
Police and Fire Protection
General Appearance of Properties
Appeal to Market

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The area is bounded by Palm Beach Blvd north, MLK Jr Blvd. south, Palmetto Ave. west & I-75 to the east. The area surrounding the subject is maturely developed with predominately average quality single family homes & duplexes of various sizes, ages, & features. The subject has immediate access to supporting facilities nearby, including schools, recreation, shopping and employment in nearby downtown Fort Myers. Market conditions are stabilizing.

SITE
Dimensions 88.36' x 143.01' x 55.09' x 107.86' +/- = 9,439 Sq. Ft. or Acres
Zoning classification A-1, Medium Density Single Family
Highest and best use Present use Other (specify)
Elec. Public Other (Describe)
Gas
Water
San. Sewer
OFF SITE IMPROVEMENTS
Street Access Public Private
Surface Paved Asphalt
Maintenance Public Private
Storm Sewer Curb/Gutter
Sidewalk Street Lights
Topo Level
Size Typical for Area
Shape Trapezium
View Creek/Wooded Area
Drainage Appears adequate
Is the property located in a HUD Identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No adverse easements or encroachments were noted. No survey was provided. Subject is in Zone A4, FEMA Panel 1251060010B dated 11/15/84.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

MARKET DATA ANALYSIS
Table with columns: ITEM, SUBJECT PROPERTY, COMPARABLE NO. 1, COMPARABLE NO. 2, COMPARABLE NO. 3. Rows include Address, Proximity to Subject, Sales Price, Price per Square Foot, Data Source, Date of Sale and Time Adjustment, Location, Site/View, View, Zoning Classification, Sales or Financing Concessions, Net Adj. (Total), and Indicated Value of Subject.

Comments on Market Data: The subject is compared to three recent sales of adequately similar vacant sites within a one mile radius. The subject's view to the rear of Billy's Creek has no contributory value. The prior sale of the subject for \$68,000 in May 2006 is not considered a valid sale. Per information provided by the lender/client, the sale was not an "arms length" sale.
Comments and Conditions of Appraisal: This is a Summary Appraisal Report. See the attached special limiting conditions.

RECONCILIATION
Final Reconciliation: The Sales Comparison Approach best reflects the actions and attitudes of participants in the marketplace. Since there are no improvements included, the Cost Approach is not utilized. The Income Approach is not applicable due to the fact that land is not typically purchased for income producing ability.
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 2, 20 06 to be \$ 30,000
Phil Benning, Associate
J. Lee Norris, MAI, SRA
St. Cert. Reg. REA #RD1220
St. Cert. Gen. REA #0000643
J. Lee Norris, MAI, SRA
Appraiser(s) Review Appraiser (if applicable)
Did Not Physically Inspect Property

# Supplemental Addendum

File No. 231220

File No. 231220

Borrower/Client	DIAD INC/LEE COMBS		
Property Address	4945 Zana Drive		
City	Fort Myers	County	Lee
		State	FL
		Zip Code	33905-4043
Lender	Lee County - County Lands		

## PURPOSE AND FUNCTION OF THE APPRAISAL

The purpose of this appraisal is to estimate the current market value as of the effective date of the appraisal, November 2, 2006. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision regarding the acquisition of the property.

## COMMENTS ON THE SCOPE OF WORK

The scope of work encompasses the necessary research and analysis to prepare a report in accordance with the Uniform Standards of Professional Practice of the Appraisal Foundation. Data sources typically include observation, public records, Win2Data, Rapiitoni MLS, Realtors and other professionals and appraisal office files and records.

A thorough search is conducted for comparable properties within an appropriate market area and time frame. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion and value estimate. Limiting conditions are described in the attached addenda.

## SUMMARY APPRAISAL REPORT

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

## USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

## COMMENTS ON THE SALES

The subject property is compared to three recent sales of vacant homesites zoned for single family development in the immediate area.

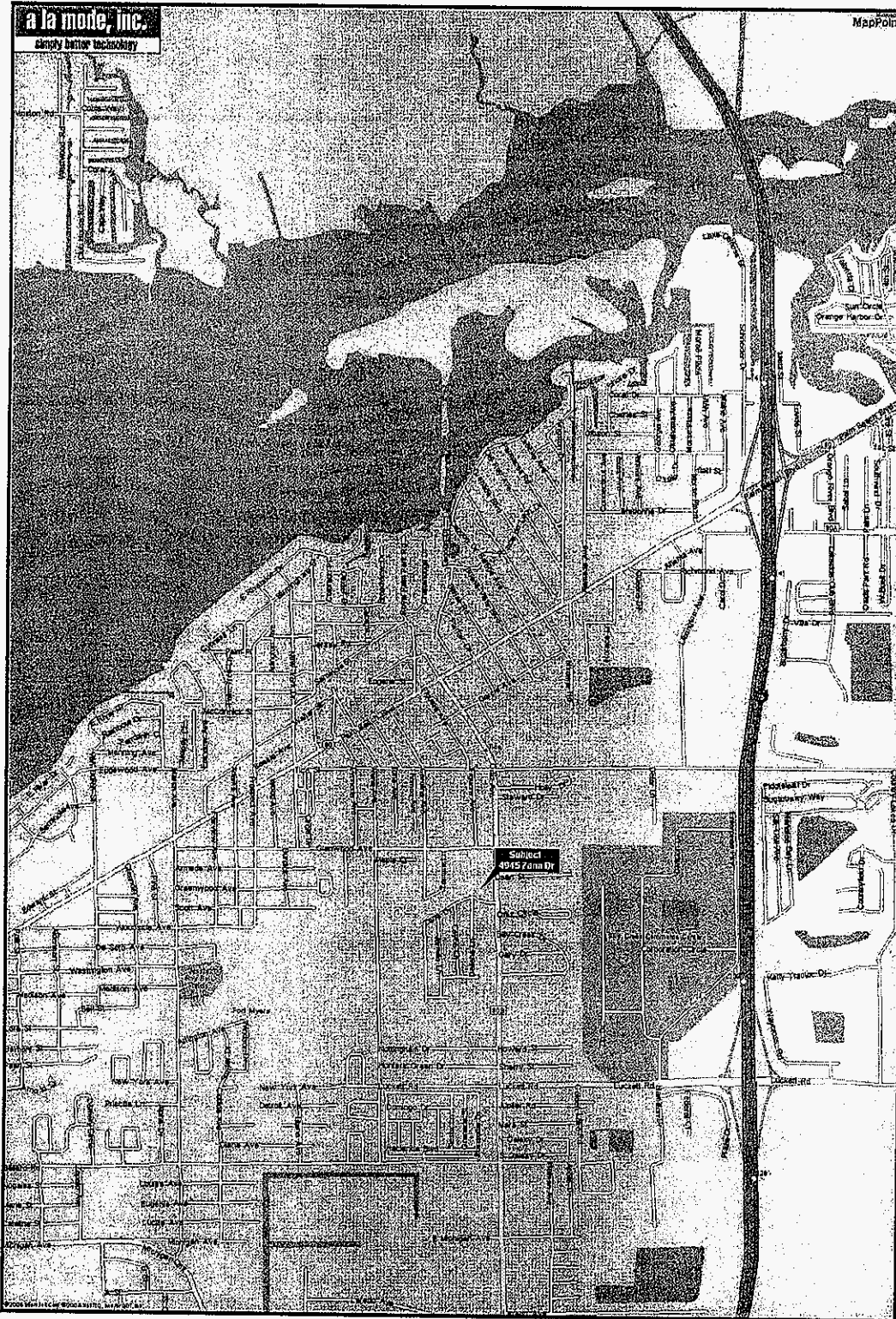
Sales used are among the best available at the time of the appraisal and are valid indicators of value after appropriate adjustments.

Sales #1 & #2 are the most recent and receive the greatest emphasis in support of the final value estimate. Sale #3 is supportive.



### Location Map

Borrower/Client DIAD INC/LEE COMBS			
Property Address 4945 Zana Drive			
City Fort Myers	County Lee	State FL	Zip Code 33905-4043
Lender Lee County - County Lands			



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

Search No. 09-44-25-P2-00200.0100

Date: September 14, 2006

Parcel:

Project: Ortiz Avenue Widening, # 4072

To: J. Keith Gomez  
Property Acquisition AgentFrom: Bill Abramovich *B.A.*  
Real Estate Title Examiner

STRAP: 09-44-25-P2-00200.0100

Effective Date: September 6, 2006, at 5:00 p.m.

**Subject Property:** Lot 1 of Unit 1, CAMPBELL ACRES SUBDIVISION as recorded in Plat Book 28, Page 90 in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Diad, Inc., a Florida Non-Profit Corporation**

By that certain instrument dated April 12, 2006, recorded May 12, 2006, in Instrument Number 2006000195360, Public Records of Lee County, Florida.

**Easements:**

1. Drainage and Utility Easements established on the plat of Campbell Acres, Unit 1, recorded in Plat Book 28, Page 90, Public Records of Lee County, Florida.

NOTE (1): Code Enforcement Lien recorded March 22, 2005 in Official Record Book 4635, Page 4288, 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.

**Tax Status:** Taxes in the amount of \$123.31 have been paid on March 27, 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 nor warranty as to its accuracy.**

Florida Department of State, Division of Corporations

Corporations Online  
 www.sunbiz.org Public Inquiry

Florida Non Profit

DIAD, INC.

PRINCIPAL ADDRESS  
 3901 DR. MARTIN LUTHER KING JR. BLVD.  
 #119  
 FORT MYERS FL 33916 US  
 Changed 06/19/1997

MAILING ADDRESS  
 3901 DR. MARTIN LUTHER KING JR. BLVD.  
 #119  
 FORT MYERS FL 33916 US  
 Changed 06/19/1997

<b>Document Number</b> N19148	<b>FEI Number</b> 592807416	<b>Date Filed</b> 02/10/1987
<b>State</b> FL	<b>Status</b> ACTIVE	<b>Effective Date</b> NONE
<b>Last Event</b> AMENDMENT AND NAME CHANGE	<b>Event Date Filed</b> 08/11/2003	<b>Event Effective Date</b> NONE

Registered Agent

<b>Name &amp; Address</b>
WHITE, MARQUIS 3901 DR. MARTIN LUTHER KING JR. BLVD STE 119 FT. MYERS FL 33916
Name Changed: 03/03/2003
Address Changed: 03/03/2003

Officer/Director Detail

Name & Address	Title
JACKSON, WILLIE 2604 ST CHARLES ST. FORT MYERS FL 33916	T
HOULEMARD, ANGELA 11215 METRO PARKWAY FORT MYERS FL 33912	SD

MORGAN, MELVIN 2196 PAULBO ST. FORT MYERS FL 33916	VC
BROWN, TERESA 1520 LEE ST. FORT MYERS FL 33901	C
KITTLES, JOYCE 2675 MANGO ST. FT. MYERS FL	BM
BARNES, MICHEAL 3315 DR. MARTIN LUTHER KING FORT MYERS FL 33916	BM

### Annual Reports

Report Year	Filed Date
2004	04/30/2004
2005	03/01/2005
2006	01/05/2006

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### Document Images

Listed below are the images available for this filing.

- [01/05/2006 -- ANNUAL REPORT](#)
- [03/01/2005 -- ANNUAL REPORT](#)
- [04/30/2004 -- ANN REP/UNIFORM BUS REP](#)
- [08/11/2003 -- Amendment and Name Change](#)
- [03/03/2003 -- ANN REP/UNIFORM BUS REP](#)
- [01/30/2002 -- ANN REP/UNIFORM BUS REP](#)
- [03/08/2001 -- ANN REP/UNIFORM BUS REP](#)
- [07/12/2000 -- ANN REP/UNIFORM BUS REP](#)
- [03/16/1999 -- ANNUAL REPORT](#)
- [12/03/1998 -- Amended and Restated Articles](#)
- [04/24/1998 -- ANNUAL REPORT](#)
- [06/19/1997 -- ANNUAL REPORT](#)
- [02/16/1996 -- 1996 ANNUAL REPORT](#)

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**

[Corporations Inquiry](#)

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# 5-Year Sales History

Parcel No. 131/DIAD, Inc.

Ortiz Avenue Widening  
Project No. 4072

Grantor	Grantee	Price	Date	Arms Length Y/N
Wilma V. Kulhan Trust	Theodore A. Kulhan Trust	\$100	2/12/03	N
Theodore A. Kulhan Trust	DIAD, Inc. a Florida non-profit corporation	\$6,000	4/12/06	N