

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

Blue Sheet No. 20070075

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 305 (7,920 sq. ft.), Ortiz Avenue Project 4072, in the amount of \$107,000, 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. **FUND: ROAD IMPACT FEE - CENTRAL DISTRICT; PROGRAM: ORTIZ AVE/MLK TO LUCKETT; PROJECT: ORTIZ AVENUE PROJECT. J.R.Q**

2. WHAT ACTION ACCOMPLISHES: The Board must accept all real estate conveyances to Lee County.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 6

CLC

5. Meeting Date: 1/30/07

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 *[Signature]*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee-simple interest (7,920 sq. ft.) in residential property, improved with a mobile home.

Property Details:

Owner: Luz C. Gonzalez, a married person
 Location: 4928 Lockett Road
 STRAP No.: 16-44-25-02-0000A.0040

Purchase Details:

Purchase Price: \$107,000 (Purchase price includes payment for moving expenses).
Costs to Close: Estimated to be \$1,500

Appraisal Information:

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$105,000

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>[Signature]</i>			<i>[Signature]</i> 1-12	<i>[Signature]</i> 1-16-07	Analyst <i>[Signature]</i> 1-16-07	Risk <i>[Signature]</i> 1-16-07	Grants <i>[Signature]</i> 1/16/07	Mgr. <i>[Signature]</i> 1/16/07	<i>[Signature]</i> 1-19-07

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *[Signature]*
 1-16-07 2:15
 COUNTY ADMIN FORWARDED TO: *[Signature]*
 11:00
 18 PB

Rec. by CoAtty
 Date: 1/16/07
 Time: 11:30 AM
 Forwarded To: Admin

1/16/07
 1:00 PM

This document prepared by

Lee County
County Lands Division
Project: Ortiz Avenue 4072
Parcel: 305/Miranda
STRAP No.: 16-44-25-02-0000A.0040

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 **Luz C. Gonzalez, f/k/a Luz C. Miranda, f/k/a Luz C. Arroyo, a married person**, hereinafter referred to as SELLER, whose address is 4928 Lockett 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 7,920 square feet more or less, and located at 4928 Lockett Road, Fort Myers, Florida 33905, and more particularly described as Lot 4, 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 One Hundred Seven Thousand and no/100 (\$107,000), payable at closing by County Warrant. The Purchase Price includes payment for moving expenses.

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) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (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. 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 problems 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 90 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.

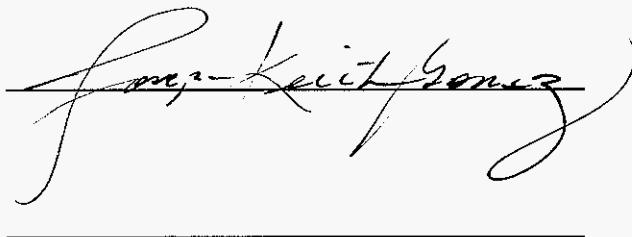
17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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. **See attached Special Conditions.**

WITNESSES:



WITNESSES:

SELLER:

 01-11-07
Luz C. Gonzalez (DATE)
f/k/a Luz C. Miranda
f/k/a Luz C. Arroyo

SELLER:

(DATE)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (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)

SPECIAL CONDITIONS

Page 1

BUYER: Lee County

SELLER: Miranda

PARCEL NO. 4928 Lockett Rd.

1. BUYER and SELLER hereby covenant that the purchase price recited herein, except as noted below, includes payment for the 1995 Redman mobile home (146M8796A and 146M8796B), improvements, screen enclosures, shed, windows, exterior window shutters, doors, floor covering, fencing, deck, landscaping, moving expenses, and all fixtures, including but not limited to, air conditioning unit, hot water heater, as of the date of the BUYER'S appraisal.

2. BUYER'S authorized agent will inspect the home and all other real property and improvements prior to closing. SELLER may remove the range. Said removal must be conducted in a professional and workmanlike manner. Removal of any fixtures(s), other than those provided herein, 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.

3. SELLER hereby agrees to deliver possession of the Property, absent of any resident(s) or tenant(s), to BUYER at the time of closing and further agrees that the purchase of the Property is NOT subject to any written or verbal lease agreement(s) of the SELLER.

4. Upon the BUYER'S written acceptance of this Agreement, SELLER(S) 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 for asbestos containing materials and to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the Property.

WITNESSES:




WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

 01-01-07
Luz C. Gonzalez (DATE)
f/k/a Luz C. Miranda
f/k/a Luz C. Arroyo

SELLER:

(DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

OFFICE OF THE COUNTY ATTORNEY (DATE)

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 231720

Valuation Section

ESTIMATED SITE VALUE: Unimproved site = \$ 28,000
 Comments on Cost Approach (such as source of cost estimate, site value, square foot calculation and for HUD, VA and FHA, the estimated remaining economic life of the property). See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals retained in the appraiser's office files.

ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:
 Dwelling 1,120 Sq. Ft. @ \$ 70.00 = \$ 78,400
 Entry porch, 77 sq. Ft. @ \$ 8.00 = 616
 Frame shed, 86sf @ \$12.00/sf = 1,032
 Garage/Carport - sq. Ft. @ \$ =
 Total Estimated Cost New = \$ 80,048
 Less: Physical Functional External = \$ 14,008
 Depreciation = \$ 68,040
 Depreciated Value of Improvements = \$ 11,000
 As-is Value of Site Improvements = \$ 105,040

Comments on Cost Approach (such as source of cost estimate, site value, square foot calculation and for HUD, VA and FHA, the estimated remaining economic life of the property). See attached for floor plan and area calculations. Subject site is developed to its highest and best use. No apparent functional or locational obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals retained in the appraiser's office files.

INDICATED VALUE BY COST APPROACH = \$ 105,040

Depreciation - Economic Age/Life Method
 Estimated remaining economic life = 33 years.

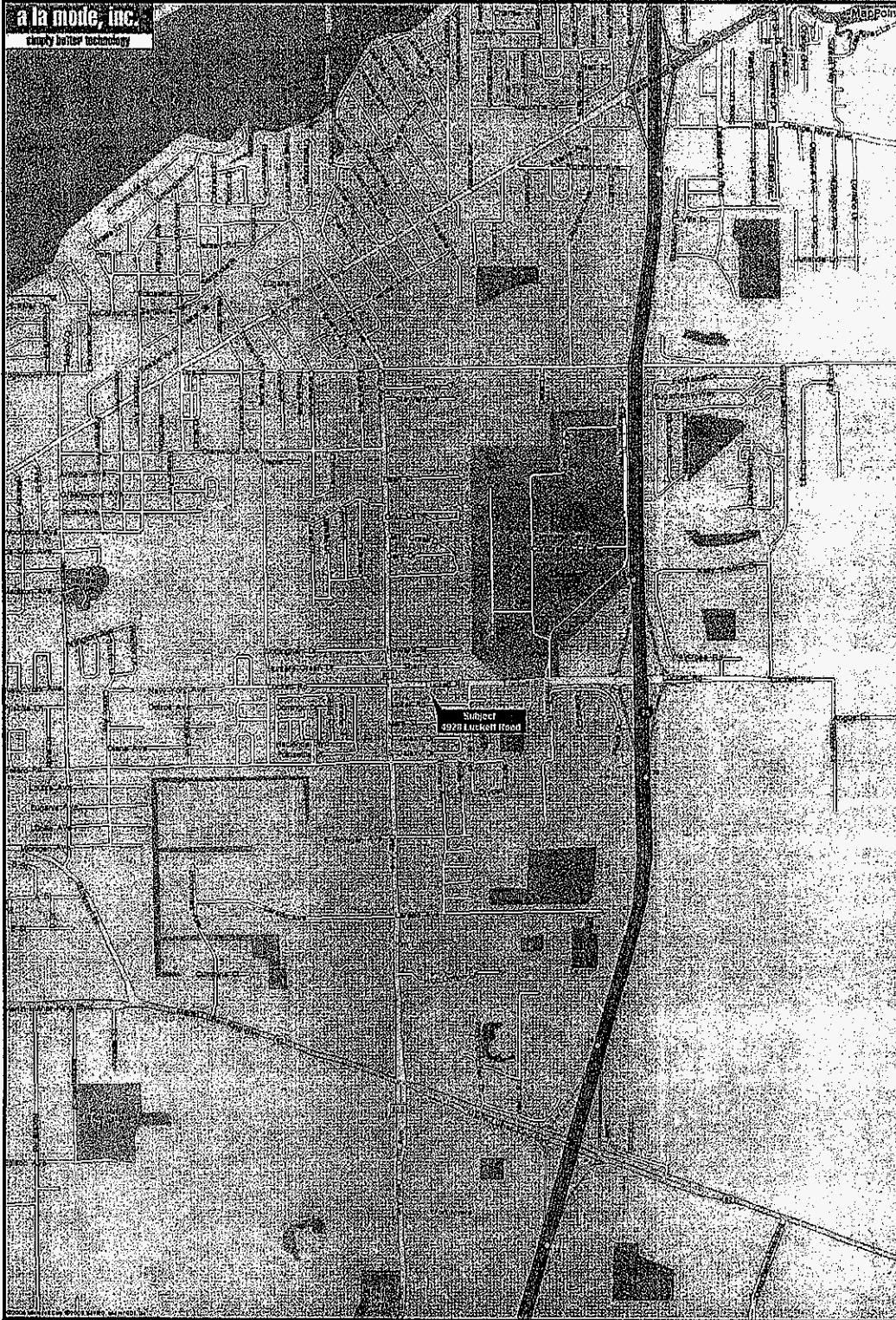
ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	4928 Luckett Road	9902 Creekhwood Lane	9824 Cattail Court	4928 N Galaxy Drive
Location	16-44-25-02-0000A, 0040	10-44-25-04-0000D, 0790	10-44-25-04-0000D, 1060	16-44-25-03-0000D, 0020
Proximity to Subject		1.22 miles northeast	1.22 miles northeast	0.18 mile south
Sales Price	Not a Sale	\$ 83,990	\$ 78,470	\$ 73,780
Pri/Gross Living Area		83.99 sq. ft.	78.47 sq. ft.	73.78 sq. ft.
Data and/or Verification Source	Inspection	Insr: 2006000382126	Insr: 2006000368931	Insr: 20060001190364
VALUE ADJUSTMENTS	DESCRIPTION	MLSM/In2Data/Lea County	MLSM/In2Data/Lea County	MLSM/In2Data/Lea County
Concessions		FHA \$113,124	Cash	Cash
Sales or Financing			Indicated	Indicated
Date of Sale/TIME	Golden Lake His	10/5/2006	9/26/2006	5/10/2006
Leas/hold/Free Sample	Fee	Country Lakes	Country Lakes	Golden Lake His
Site	7,920 Sq. Ft.	8,107 Sq. Ft.	6,660 Sq. Ft.	13,865 Sq. Ft.
View	Residential	Residential	Residential	Residential
Design and Appeal	Doublewide	Doublewide	Doublewide	Doublewide
Quality of Construction	MH/Good	MH/Good	MH/Good	MH/Interior
Age	Eff=7, A=11	Eff=13, A=16	Eff=16, A=22	Eff=15, A=25
Condition	Good	Interior	Interior	Interior
Above Grade	Total: Bdrms: Baths	5: 3: 2	6: 3: 2	6: 3: 2
Room Count	5: 3: 2	5: 2: 2	6: 3: 2	6: 3: 2
Gross Living Area	1,120 Sq. Ft.	1,368 Sq. Ft.	1,440 Sq. Ft.	1,152 Sq. Ft.
Basement & Finished	None	None	None	None
Rooms Below Grade	None	144sf MH Utility	64sf MH Utility	80sf MH Utility
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	Central/Central	Central/Central	Central/Central	Central/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	Driveway	2 Car Carport	1 Car Carport	Driveway
Porch, Patio, Deck, Fireplace(s), etc.	77sf Entry Porch	180sf Scr Porch	368sf Invl Porch	256sf End Porch
Fence, Pool, etc.	None	None	Fireplace	264sf Stoop
Other Features	Fenced	None	None	Fenced
Net Adj. (total)	86sf Shed	None	+500	210sf Metal Sheds
Adjusted Sales Price of Comparable		7,600	7,200	14,300
Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.):				
Number of recent sales of adequately similar manufactured homes in the immediate market area, Sale 3 recorded over 6 months prior to the effective date of this report was necessarily utilized. These sales are valid indications of value in a stabilizing market. Adjustments exceeded recommended guidelines due primarily to the subject's good quality and lower effective age. The adjustments are market supported and do not adversely affect the final value estimate.				
ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Date Source for prior sales within year of appraisal	No prior sale In prior 36 months per Lee County	09/19/99 \$60,000 Coded "06" qualified per Lee County	06/26/98, 56,000 Coded "06" qualified per Lee County	6/25/01 \$52,700 Coded "06" qualified per Lee County
Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal. The subject property is not listed in the regional MLS. No recent prior sales of the subject and comparables were noted.				
INDICATED VALUE BY SALES COMPARISON APPROACH				
INDICATED VALUE BY INCOME APPROACH (if applicable)				
This appraisal is made <input checked="" type="checkbox"/> "as is" <input type="checkbox"/> subject to the repairs, alterations, inspections or conditions listed below <input type="checkbox"/> subject to completion per plans & specifications. Conditions of Appraisal: See attached additional limiting conditions. This is a Summary Appraisal Report.				
Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach is supportive. Insufficient market data is available for a reliable GRM.				

Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$ 105,000

RECONCILIATION
 The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 4397/FRMA form 10048 Revised 6/93
 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 105,000
 APPRAISER: Phil Bagnor, Associate
 Signature: *Phil Bagnor*
 Name: Phil Bagnor, Associate
 Date Report Signed: December 6, 2006
 State Certification # RD1220 St. Cert. Res. REA
 State FL
 Or State License #
 SUPERVISORY APPRAISER ONLY IF REQUIRED: J. Lee Norris, MAI, SRA
 Signature: *J. Lee Norris*
 Name: J. Lee Norris, MAI, SRA
 Date Report Signed: December 6, 2006
 State Certification # 0000643 St. Cert. Gen. REA
 State FL
 Or State License #

Location Map

Borrower/Client: MIRANDA, Luz C.			
Property Address: 4928 Luckett Road			
City: Fort Myers	County: Lee	State: FL	Zip Code: 33905-4423
Lender: Lee County - County Lands			



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

Search No. 16-44-25-02-0000A.0040

Date: October 30, 2006

Parcel: 306

Project: Ortiz Avenue Widening (Luckett Rd.),
4072To: J. Keith Gomez
Property Acquisition AgentFrom: Bill Abramovich *B.A.*
Real Estate Title Examiner

STRAP: 16-44-25-02-0000A.0040

Effective Date: October 26, 2006, at 5:00 p.m.

Subject Property: Lot 4, Block A, GOLDEN LAKE HEIGHTS, according to the plat thereof as recorded in Plat Book 10, Page 11, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

*Luz C. Gonzalez,**f/k/a* **Luz C. Miranda, F/K/A Luz C. Arroyo, a married woman**

By that certain instrument dated October 26, 1990, recorded October 30, 1990, in Official Record Book 2183, Page 3721, 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): 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.

NOTE (2): Mortgage executed by Luz C. Arroyo in favor of Roger Gould, dated October 26, 1990, recorded October 30, 1990, in Official Record Book 2183, Page 3722, Public Records of Lee County, Florida.NOTE (3): Mortgage executed by Jamie A. Miranda and Luz C. Miranda, husband and wife, dated December 5, 1994, recorded January 3, 1995, in Official Record Book 2564, Page 2125, and re-recorded February 16, 1995, in Official Record Book 2575, Page 4047, Public Records of Lee County, Florida.

NOTE (4): Notice of Tax Lien recorded October 19, 2000 in Official Record Book 3317, Page 507, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 16-44-25-02-0000A.0040

Date: October 30, 2006

Parcel: 306

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

NOTE (5): Notice of Commencement recorded September 22, 2006 in Instrument Number 2006000367918, Public Records of Lee County, Florida.

NOTE (6): Judgment against a/an Jamie A. Miranda and Luz C. Miranda recorded February 12, 2001, in Official Record Book 3363, Page 1781, 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.

Tax Status: Taxes in the amount of \$667.01 have been paid on February 9, 2006; Taxes for 1998 are open with balance of \$441.51 as of October 16, 2006; Taxes for 1999 are open with balance of \$502.27 as of October 16, 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.

5-Year Sales History

Parcel 305/Miranda

Ortiz Avenue Widening
Project No. 4072

NO SALES in PAST 5 YEARS