

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

**Blue Sheet No. 20070089**

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of Parcel 204 (20,045 sq. ft.), Ortiz Avenue Project 4072, in the amount of \$126,000, 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. FUNDING SOURCE:** Fund: Road Impact Fee – Central District; Program: Capital Project; Project: Ortiz Ave/MLK to Lockett.

**3. WHAT ACTION ACCOMPLISHES:** Acquisition of property necessary for the Ortiz Avenue Widening Project, No. 4072.

**4. MANAGEMENT RECOMMENDATION:** Approve.

**5. Departmental Category:** **C6B** **6. Meeting Date:** FEB 27 2007

<b>7. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>8. Requirement/Purpose: (specify)</b> <input checked="" type="checkbox"/> Statute <b>125</b>	<b>9. Request Initiated:</b> <b>Commissioner</b> _____ <b>Department</b> <u>Independent</u> <b>Division</b> <u>County Lands</u> <b>By:</b> <u>Karen Forsyth, Director</u>
	<input type="checkbox"/> Ordinance _____	
	<input type="checkbox"/> Admin. Code _____	
	<input type="checkbox"/> Other _____	

**10. Background:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee-simple interest (20,045 sq. ft.) in residential property, improved with a mobile home.

**Property Details:**

Owner: Ramon Paz and Alma Paz, h/w  
Location: 4912 N. Galaxy Drive  
STRAP No.: 16-44-25-03-0000D.B000

**Purchase Details:**

**Purchase Price:** \$126,000 (Purchase price includes payment for moving expenses).  
**Costs to Close:** Estimated to be \$1,500

**Appraisal Information:**

**Company:** Carlson, Norris & Associates, Inc.  
**Appraised Value:** \$123,000

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of 2.5% is acceptable and recommends the Board approve the Action Requested.

**Account:** Ortiz Avenue Widening 4072 - 20407218823.506110

**Attachments:** Purchase Agreement; Appraisal (Location Map Included); Title Data; 5-Year Sales History

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
				2-12-07	2-13-07	2-13-07	2-13-07	2-13-07	2-13-07

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *[Signature]*  
2/13 3:45 PM  
COUNTY ADMIN FORWARDED TO: *[Signature]*  
2/13 3:20 PM

Rec. by CoAtty  
Date: 2/12/07  
Time: 1:15 PM  
Forwarded To: Admin 2/12/07 2:00 PM

This document prepared by:  
Division of County Lands  
Project: Ortiz Ave, 4072  
Parcel: Paz/204  
STRAP No.: 16-44-25-03-0000D.B000

**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 23 day of JANUARY, 2007, by and between RAMON PAZ and ALMA PAZ, husband and wife, hereinafter referred to as SELLER, whose address is 3747 Old Thornhill Road, Winter Haven, Florida 33880, 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 20,045 square feet, more or less, and located at 4912 N. Galaxy Drive, Fort Myers, Florida 33905, and more particularly described as Lot 1 and the North one-half of Lot B, Block D, Unit 2, Golden Lake Heights, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 23, Page 63, less road right of way, 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 Twenty Six Thousand and No/100 (\$126,000), 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 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:

- (a) provide 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) pay utility services up to, but not including the date of closing, unless otherwise stated herein;
- (c) pay taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) pay 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 date of closing. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes, as determined to be legally due and payable by the Lee County Tax Collector.

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 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 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 ninety (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.

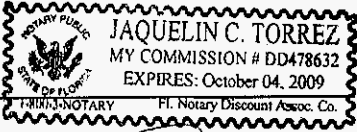
15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

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.

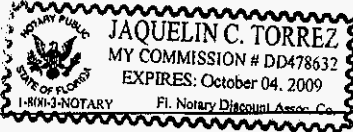
18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement. SEE ATTACHED SPECIAL CONDITIONS.

WITNESSES:



*[Handwritten signature]*

WITNESSES:



*[Handwritten signature]*

CHARLIE GREEN, CLERK

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

SELLER:

*[Handwritten signature]* 1-23-07  
Ramon Paz (DATE)

SELLER:

*[Handwritten signature]* 1-23-07  
Alma Paz (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)

RECEIVED

**SPECIAL CONDITIONS**

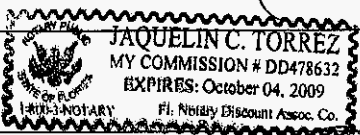
**BUYER:** Lee County

**SELLER:** Paz/Parcel 204

- BUYER and SELLER hereby covenant that the purchase price recited herein, except as noted below, includes payment for the 1985 mobile home (±1,782 square feet), improvements, screen enclosures, shed, windows, exterior window shutters, doors, floor covering, fencing, landscaping, fencing, moving expenses, and all fixtures, including the air conditioning units, hot water heater, as of the date of the BUYER'S appraisal.
- BUYER'S authorized agent will inspect the home and all other real property and improvements prior to closing. SELLER may remove the range, refrigerator and washer/dryer. Said removal must be conducted in a professional and workmanlike manner, without damage to the home or improvements. 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.
- 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.
- 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.
- All terms set forth in the Special Conditions will survive the closing of this transaction.

WITNESSES:

*[Handwritten signature]*

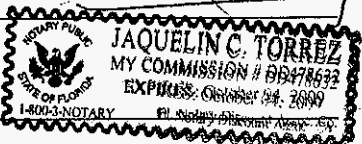


**SELLER:**

*[Handwritten signature]* 1-23-07  
Ramon Paz (DATE)

WITNESSES:

*[Handwritten signature]*



**SELLER:**

*[Handwritten signature]* 1-23-07  
Alma Paz (DATE)

CHARLIE GREEN, CLERK

**BUYER:**

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

**UNIFORM RESIDENTIAL APPRAISAL REPORT**

Validation Section

ESTIMATED SITE VALUE	40,000
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS	115,830
Dwelling	1,782 Sq. Ft. @ \$ 65.00 =
Garage/Carport	Sq. Ft. @ \$ =
Total Estimated Cost New	115,830
Less	
Physical	39,645
Functional	6,200
External	45,845
Depreciation	69,985
As-is Value of Site Improvements	13,000
INDICATED VALUE BY COST APPROACH	122,985
Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, 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 local obsolescence noted. See attached for comments on land value. Costs are supported by local known builder's costs & completed appraisals related in the appraiser's office files.	
Depreciation - Economic Age/Life Method	
Estimated remaining economic life = 27 years.	

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	4912 N Galaxy Drive	9824 Callail Court	4926 N Galaxy Drive	1028 Pork Street
Location	Golden Lake Hts	Country Lakes	Golden Lake Hts	Beimont Heights
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	20,045 Sq. Ft.	6,660 Sq. Ft.	13,865 Sq. Ft.	14,700 Sq. Ft.
View	Residential	Residential	Residential	Residential
Destination and Appeal	Doublewide	Doublewide	Doublewide	Ranch
Quality of Construction	MH/Good	MH/Good	MH/Interior	Frame/Superior
Age	EF=13, A=23	EF=16, A=22	EF=15, A=25	EF=13, A=53
Condition	Above Average	Inferior	Inferior	Above Average
Room Count	Total: Bdrms: 7, Baths: 3	Total: Bdrms: 6, Baths: 3	Total: Bdrms: 6, Baths: 3	Total: Bdrms: 6, Baths: 4
Gross Living Area	1,782 Sq. Ft.	1,440 Sq. Ft.	1,152 Sq. Ft.	1,730 Sq. Ft.
Basement & Finished	None	6st MH Utility	None	None
Rooms Below Grade	None	80st MH Utility	None	None
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	Central+Wall Units	Central/Central	Central/Central	Central/Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	1 Car Carport	2,000	Driveway	Driveway
Porch, Patio, Deck	None	368st/Any Porch	256st Encl. Porch	None
Fireplace(s), etc.	None	Fireplace	26st Stoop	None
Fenced, Pool, etc.	Fenced	None	Fenced	Fenced
Other Features	None	60st Encl. Porch	21st Metal Sheds	48st Shed
Net Adj. (Total)	+ 300	+ 900	+ 300	- 300
Adjusted Sales Price	122,985	122,500	120,500	123,700
Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.):	See attached comments. Due to the limited number of recent sales of adequately similar manufactured homes in the immediate market area, Sale 2 recorded over 6 months prior to the effective date of this report was necessarily utilized. The lack of recent sales of adequately similar manufactured homes in the east FL Myers market area required the comparison of Sale #3, a site built frame construction house. These sales are valid indicators of value in a stabilizing market. Adjustments exceeded recommended guidelines due primarily to the subject's good quality and site size. 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 Data	No prior sale	06/26/98, 56,000	6/25/01, \$52,700	None qualified noted
Source, for prior sales	In past 36 months	Coded "06" qualified	Coded "06" qualified	None noted in prior 12 months
Within year of appraisal	per Lee County	per Lee County	per Lee County	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	123,000			
INDICATED VALUE BY INCOME APPROACH (if Applicable)	Estimated Market Rent \$ N/A			
Subject to completion per plans & specifications:	This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below			
Conditions of Appraisal:	See attached additional limiting conditions. The value reported herein is based on the extraordinary assumption that the vacant (Lot 1) part of the subject lot contributes value only as excess land due to the FPL easement.			
Final Recommendation:	The Sales Comparison Analysts 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.			
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 439/FNMA Form 1004B (Revised 6/93), December 11, 2006	(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE			
APPRaiser: Phil Berning, Associate	Signature: J. Lee Norris, M.A.I., S.F.A.			
Name: Phil Berning, Associate	Name: J. Lee Norris, M.A.I., S.F.A.			
Date Report Signed: January 12, 2007	Date Report Signed: January 12, 2007			
State License #: RD1220 St. Cert. Res. REA	State License #: 0000643 St. Cert. Gen. REA			
State FL	State FL			
Or State License #	Or State License #			
Page 2 of 2	Page 2 of 2			





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

Search No. 16-44-25-03-0000D.B000

Date: April 19, 2006

Parcel: 204

Project: Ortiz Avenue Widening, Project 4072

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

STRAP: 16-44-25-03-0000D.B000

Effective Date: April 17, 2006, at 5:00 p.m.

**Subject Property:** Lot 1 and the North one-half of Lot B, Block D, Unit 2, Golden Lake Heights, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 23, Page 63, less road right of way.

Title to the subject property is vested in the following:

**Ramon Paz and Alma Paz, husband and wife**

By that certain instrument dated July 31, 2001, recorded August 2, 2001, in Official Record Book 3460, Page 3277, Public Records of Lee County, Florida.

**Easements:**

1. Easements to Florida Power and Light Company recorded in Deed Book 256, Page 365 and Official Record Book 442, Page 218, Public Records of Lee County, Florida.
2. Six foot easement along the perimeter of the subject property for drainage or utilities, as cited on recorded plat.
3. Six foot easement along the southerly boundary of Lot 1 for public utilities, as shown on recorded plat.

NOTE (1): No search has been made regarding the status of the assessments for East Lee County Sewer District or the Golden Lake Heights Street Lighting District.

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 \$2,583.47 have been paid on March 20, 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 204/Paz

Ortiz Avenue Widening  
Project No. 4072

**NO SALES in PAST 5 YEARS**