

Lee County Board Of County Commissioners

Blue Sheet No. 20070365

Agenda Item Summary

1. **ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of Parcel 143 (13,250 sq. ft.), Ortiz Avenue Project 4072, in the amount of \$121,000, 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 Luckett Road.
3. **WHAT ACTION ACCOMPLISHES:** Acquisition of property necessary for the Ortiz Avenue Widening Project, No. 4072.
4. **MANAGEMENT RECOMMENDATION:** Approve.

5. **Departmental Category:** CCC 6. **Meeting Date:** MAR 27 2007

7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute 125	9. Request Initiated: Commissioner _____ Department Independent Division County Lands By: Karen Forsyth, Director
	<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 (13,250 sq. ft.) in commercial zoned property, improved with a single family dwelling.
Property Details:
 Owner: Estate of Robert W. Nipper, deceased
 Location: 4549 Luckett Road
 STRAP No.: 09-44-25-P3-0130A.0010
Purchase Details:
Purchase Price: \$121,000 (inclusive of moving expenses).
Costs to Close: Estimated to be \$1,250
Appraisal Information:
Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$116,000
Staff Recommendation: Staff is of the opinion that the purchase price increase of 4% above the appraised value (inclusive of moving expenses) can be justified considering the costs associated with condemnation proceedings are estimated to be between \$4,000 - \$6,000, excluding land value increases and attorney fees/costs. Therefore, staff recommends the Board approve the Action Requested.
Account: 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>K. Nipper</i>			<i>BAO 3/12</i> <i>3/13/07</i>	<i>Robert Nipper</i> <i>3-15-07</i>	<i>shw 3-15-07</i>	<i>MA 3/15/07</i>	<i>5/16/07</i>	<i>3/15/07</i>	<i>[Signature]</i>

12. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN:
 3/15 11:50 mp.
 COUNTY ADMIN FORWARDED TO:
 3/15/07
 spm

Rec. by CoAtty
 Date: 3/15/07
 Time: 11:30 AM
 Forwarded To: Admin
 3/15/07
 11:32

This document prepared by
Division of County Lands
Project: Ortiz Avenue Widening, No. 4072
Parcel: Nipper & Harris/143
STRAP No.: 09-44-25-P3-0130A.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 _____, 200__, by and between JANET J. HARRIS, Personal Representative of the Estate of Robert W. Nipper, deceased, pursuant to the Letters of Administration dated December 6, 2006, hereinafter referred to as SELLER, whose address is 4549 Lockett Road, 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 13,250 square feet, more or less, and located at 4549 Lockett Road, Fort Myers, Florida 33905, and more particularly described as Lot 1, Block A, Sherwood Forest Subdivision, as recorded in Plat Book 10, Page 35, Public Records of Lee County, Florida, hereinafter called the "Property." This Property will be acquired for the Ortiz Avenue widening project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Twenty-One Thousand and No/100 (\$121,000), 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 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 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. 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, to the best of SELLER'S knowledge, 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, to the best of SELLER'S knowledge, 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.

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 180 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:

J. P. Gomez

SELLER:

Janet J. Harris 2/23/07
Janet J. Harris (DATE)
Personal Representative of the Estate of
Robert W. Nipper, deceased, pursuant
to the Letters of Administration dated
December 6, 2006

WITNESSES:

SELLER:

(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

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BUYER: Lee County

SELLER: Harris & Nipper

PARCEL NO. 143

1. Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for improvements and all fixtures, including but not limited to, shed(s), air conditioning unit, ceiling fans, hot water heater, built-in appliances, windows, doors, floor covering and landscaping, as of the date of the Buyer's appraisal.
2. The Purchase Price of \$121,000 is inclusive of any moving allowance.
3. The Seller will be allowed to remain on the premises subsequent to closing up to, but not later than, January 14, 2008, subject to Special Conditions Item Nos. 1 through 14, herein. On or before January 14, 2008, Seller will vacate the premises and remove all personal property.
4. At closing, a security deposit of \$10,000 shall be held in an escrow account until such time as the Seller removes all personal property and properly vacates the premises. Buyer's authorized agent will inspect the house and all other real property and improvements subsequent to Seller vacating premises. Removal of any fixtures(s) by Seller may cause a reduction in the security deposit.
5. The premises will be used and occupied by Seller exclusively as a private single-family residence. The premises may not be used for the purpose of carrying on any business, profession, or trade of any kind, or for purposes other than as a private single-family residence.
6. Seller will bear the full cost of water service used by the Seller and will also bear the cost for trash pick-up, use of electricity, telephone services, and any other services to the space occupied up until the date the premises is properly vacated by Seller.
7. The Seller will provide for interior maintenance and repairs, including repairs or replacement of interior equipment as may be necessary due to normal usage. The Seller will keep the interior of the premises in as good a state of repair as it is at the time of the closing, reasonable wear and tear and unavoidable casualties excepted.
8. The Seller will maintain and keep in good repair the exterior of the premises and will be responsible for the replacement or repair of windows or other exterior elements needing replacement or repair.
9. Seller will pay the insurance premiums on the premises. Buyer is not liable to carry fire insurance on the premises or property of the Seller. The Buyer is not liable for injury, loss, damages or theft to the person or property or fixtures belonging to the Seller located on the property. All property that may be on the premises will be at the sole risk of the Seller.
10. If the premises, or the major part thereof, is destroyed by fire, lightning, storm or other casualty, the Buyer may repair the damage at its own cost and expense but nothing contained herein requires Buyer to do so.
11. Seller will indemnify and save the Buyer harmless from all claims or demands, including an allowance for reasonable attorney's fee incurred by Buyer in the defense thereof, for injuries to person or damage to property arising out of Seller's negligent use of the premises asserted by or on behalf of the Seller, Seller's employees, agent, invitee, or any other person and from any and all injury or damage done by any of them to the premises. The Buyer will be liable for claims or

SPECIAL CONDITIONS
Page 2 of 2

demands arising out of the Buyer's negligent acts or those of its employees or agents, but only to the extent allowed by Florida Statutes '768.28.

12. Prior to closing, Seller must purchase and maintain Premises Liability Insurance protecting his interest as tenant of the premises with insurers approved by the Lee County Risk Management Department. This policy must provide minimum limits of \$300,000 Combined Single Limit of Bodily Injury and Property Damage. The Seller will provide evidence to the County Risk Management Department in the form of a properly executed certificate of insurance, demonstrating a minimum of thirty (30) days advance written notice of cancellation or adverse material change.

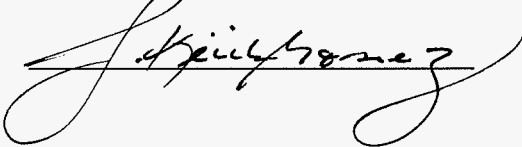
The Seller agrees that this insurance requirement does not limit liability. Buyer does not represent that the insurance required is sufficient or adequate to protect the Seller's interests or liabilities, but are merely minimums.

The Seller must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The Seller agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage as excess.

13. Seller may not keep or have on the premises articles of dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire or that might be considered hazardous or extra hazardous by any responsible insurance company.

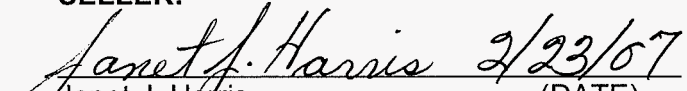
14. All terms set forth in the Special Conditions will survive the closing of this transaction.

WITNESSES:



WITNESSES:

SELLER:

 2/23/07

Janet J. Harris (DATE)

Personal Representative of the Estate of Robert W. Nipper, deceased, pursuant to the Letters of Administration dated December 6, 2006

SELLER:

(DATE)

CHARLIE GREEN, CLERK

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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)

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

File No. 232150

Table with columns for COST APPROACH and SALES COMPARISON ANALYSIS. Includes rows for ESTIMATED SITE VALUE, ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS, and INDICATED VALUE BY COST APPROACH.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes rows for 4549 Luckett Road, 105 William Street, and 838 Cayce Lane.

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments. Due to the limited number of recent sales of adequately similar homes in the immediate market area, sales over 1 mile distant were necessarily utilized. See the attached addendum for comments on the sales.

Table with columns for ITEM, SUBJECT, COMPARABLE NO. 1, COMPARABLE NO. 2, and COMPARABLE NO. 3. Includes rows for Date, Price and Data, Source, for prior sales, and Analysis of any current agreement of sale, option, or listing of subject property.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 116,000
INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ N/A

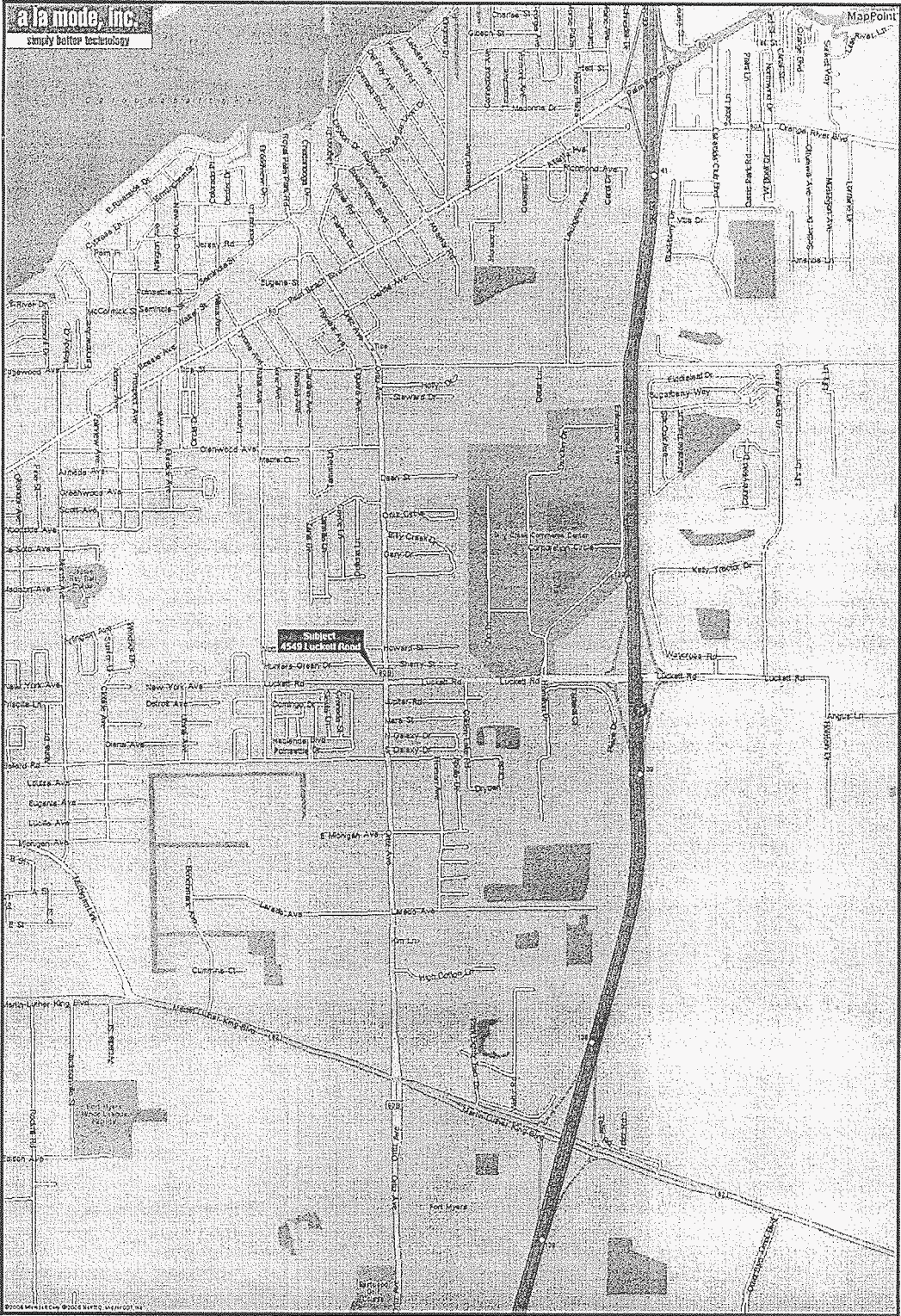
This appraisal is made [X] "as is" [] subject to the repairs, alterations, inspections or conditions listed below [] subject to completion per plans & specifications.
Conditions of Appraisal: See attached limiting conditions.

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.

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).
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF January 20, 2007
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 116,000
APPRAISER: Phil Benning, Associate SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA
Signature: [Signature] Signature: [Signature]
Name: Phil Benning, Associate Name: J. Lee Norris, MAI, SRA
Date Report Signed: January 22, 2007 Date Report Signed: January 22, 2007
State Certification #: RD1220 St. Cert. Res. REA State FL State Certification #: 0000643 St. Cert. Gen. REA State FL
Or State License #: State Or State License #: State

Location Map

Borrower/Client HARRIS, Janet J.			
Property Address 4549 Lockett Road			
City Fort Myers	County Lee	State FL	Zip Code 33905-4309
Lender Lee County - County Lands			



Division of County Lands

Updated Ownership and Easement Search

Search No. 09-44-25-P3-0130A.0010

Date: April 6, 2006

Parcel: 143 ✓

Project: Ortiz Avenue, #4072

To: J. Keith Gomez
Property Acquisition Agent

From: Bill Abramovich *BA*
Real Estate Title Examiner

STRAP: 09-44-25-P3-0130A.0010

Effective Date: April 4, 2006, at 5:00 p.m. *2-9-07*

Subject Property: Lot 1, Block A, Sherwood Forest Subdivision, as recorded in Plat Book 10, Page 35, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Estate of **Robert W. Nipper, Deceased**

By that certain instrument dated June 22, 1977, recorded June 22, 1977, in Official Record Book 1206, Page 1110, Public Records of Lee County, Florida.

Easements:

- 1. Six foot Utility Easement along the Northerly boundary, as shown on recorded plat of the subdivision, 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): No search has been made regarding the status of the assessments for the East Lee County Sewer District.

*Note (3) Letters of Administration recorded 12-7-2006
Instrument No. 2006000456589*

*Note (4) Last Will & Testament recorded 12-1-06
Instrument No. 2006000449097*

Tax Status: Taxes in the amount of \$549.61 have been paid on November 16, 2005.
(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.

THIS PAGE IS NOT AVAILABLE FOR VIEWING

Prior to the implementation of a Florida Law which requires that images of County Official Records be published on the Internet by 2006, measures were developed to protect the most sensitive type of information. Also, on or after October 1, 2002, any person preparing or filing a document for recording in the Official Record may not include a social security number in such document unless required by law.

Florida Statute 119.07 provides that images of the following types of documents may not be placed on a "publicly available Internet website".

Military Discharge

Death Certificates

Court files, records of paper relating to matters or cases governed by:

The Florida Rules of Family Law

The Florida Rules of Juvenile Procedure

The Florida Rules of Probate

Document types identified above which have been recorded in the county Official Records prior to the effective date of Florida Statute 119.07 will continue to be displayed on the Internet website unless a written request for removal has been presented to the Clerk.

Any "affected person" may request that the Clerk of Court remove an image of one of the above-listed documents from a "publicly available Internet website". This request must be in writing and may be delivered in person, by mail, electronically, or by facsimile. The request must specify the "identification" page number of the document to be removed. Forms are available in our office, upon request, to assist you.

No fee is charged for this service.

Florida law requires that images and copies of the above listed documents remain on file and available to the public upon request in the office of the Clerk.