## Lee County Board Of County Commissioners Agenda Item Summary

**Blue Sheet No. 20070410** 

- 1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcels 123 (7,000 sq. ft.) & 124 (10,360 sq. ft.), Ortiz Avenue Project 5056, in the amount of \$142,000, 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 5056 S.R. 80 (Palm Beach Blvd.) to Luckett Road.
- **3. WHAT ACTION ACCOMPLISHES:** Acquisition of property necessary for the widening of Ortiz Avenue.
- 4. MANAGEMENT RECOMMENDATION: Approve.

5. Departmental Category	7: C6C	6. Me	eting Date:	APR 1 0 2007	
7. Agenda:	8. Requirement/Purpose:	(specify) 9. Re	9. Request Initiated:		
X Consent	X Statute 1	25 Comm	nissioner		
Administrative	Ordinance	Depai	tment	Independent	
Appeals	Admin. Code	Divisi		County Lands	
Public	Other	F	By: Karen Forsyth, Director		
Walk-On				7	

10. Background:

Negotiated for: Department of Transportation

<u>Interest to Acquire</u>: Parcel 123 - Fee-simple interest 7,000 sq. ft. vacant residential lot. Parcel 124- Fee-simple interest 10,360 sq. ft. residential property, improved with a single-family dwelling.

#### **Property Details:**

Owner: Charles A. Fowler and Peggy A. Fowler, h/w

Location: 566 & 574 Ortiz Ave

STRAP No.: 09-44-25-05-00000.0380 & .0370

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### **Purchase Details:**

Purchase Price: \$142,000 (The purchase price is inclusive of attorney fees and moving expenses).

Costs to Close: Estimated to be \$2,000

### **Appraisal Information:**

Company: Carlson, Norris & Associates, Inc.

Appraised Value of Vacant Property (Parcel 123): See attached Value Justification Report, which indicates a value of \$25,000.

**Appraised Value of Improved Property (Parcel 124):** \$114,000.

**Staff Recommendation:** Staff is of the opinion that the purchase price of \$142,000 (inclusive of attorney fees and moving expenses) can be justified, and recommends the Board approve the Action Requested.

Account: 20505618823.506110

Attachments: Value Justification Report (Parcel 123); Appraisal (Parcel 124); Purchase Agreement; Location Map; Title Data; 5-Year Sales History

11. Rev	iew for Sch	eduling:						
Depart- ment Dir <b>e</b> ctor	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget S	Services		County Manager/P.V  Director
H-Jossud			lmx3/34/	1 Sun	Analyst Risk	Grants	Mgr. /	13 28-0
12. Com	mission Ac	tion:	2000	7	RECEIVED BY	7	3	<b>1</b> 8
Approved			COUNTY ADMIN:	न	Date: 26	10,1		
	Deferr				727	4	Time:	S Comment
	 Denie	i			COUNTY ADMIN	21		
	Other				FORWARDED TO:		Forwarded	つりおり
Ortiz 4072\123	124 Fowler\ lue	esheet 3-19-07 ik	a dot	• '	3/28 AUM	_	1 / Wms	1 217

# Value Justification Report

Parcel No. 123/Fowler

Ortiz Avenue Widening Project No. 5056

The Division of County Lands has negotiated a proposed agreement for the purchase of a vacant residential lot (Parcel 123), with a respective purchase price of \$25,000, from Charles A. Fowler and Peggy A. Fowler. (The purchase agreement also includes the purchase of the improved homestead property of Charles and Peggy Fowler (Parcel 124) in the amount of \$117,000, for a total agreement amount of \$142,000).

This vacant residential parcel is located at 566 Ortiz Avenue, and is currently zoned TFC-2 (a residential zoning). The parcel adjoins the homestead property of the owners, located at 574 Ortiz Avenue.

The firm of Carlson Norris, and Associates, Inc., has appraised the property at 574 Ortiz Avenue, as well as a number of similar residential properties for this road widening project. Those appraisal reports indicated an unimproved land value of \$25,000 for similar size parcels, and referenced the following sales data:

- 1. STRAP No. 16-44-25-03-0000D.0140, located at 4976 N. Galaxy Drive and consisting of 5,700 square feet sale recorded in November 2006 at a price of \$25,000 residential zoning.
- 2. STRAP No. 04-44-25-01-0000A.0160, located at 4410 Bessie Avenue and consisting of 7,000 square feet sale recorded in September of 2006 at a price of \$25,000 residential zoning.
- 3. STRAP No. 08-44-25-P3-04800.3020, located at 4355 Arlington Avenue and consisting of 7,800 square feet sale recorded in June 2006 at a price of \$25,000 residential zoning.

The negotiated purchase price, inclusive of any attorney fees/costs and moving expenses, is based upon indicated appraisal and market data received and reviewed for similar properties. In addition, the County benefits from cost avoidance of condemnation:

- 1. Estimated cost for County's appraisal \$500 \$1,000
- 2. Estimated cost of Property Owner's appraisal \$1,000 \$2,000

Val	Valuation Section UNIFORM RESIDENTIAL APPRAISAL REPORT File No. 232190							
	ESTIMATED SITE VALUE						source of cost estimate, s	ite value,
	ESTIMATED REPRODUCTI						and FmHA, the estimated	
	Dwelling 771						ttached for floor plan	
SE	Fin.Family Room, 202	_ = <u>11,</u>		calculations. Subject site is developed to its highest and best use. No apparent functional obsolescence noted. See attached				
RO.	Utility,69sf@\$25/sf+En			795			osolescence noted. S Costs are supported	
APF	Total Estimated Cost New						eted appraisals retai	
COST APPROACH	Less Physi		External	<u> </u>	appraiser's offic		sted appraisais retai	ied in the
ပ	Depreciation 34	,130	6,946 =\$	41,0				
	Depreciated Value of Impro	ovements	=\$_					
	"As-is" Value of Site Impro				00 Estimated remain	ining economic	life = 45 years.	
-	INDICATED VALUE BY CO	ST APPROACH		108,84		110.0	0011010101	
	574 Ortiz A		COMPARABLE 105 William Street	: NO. 1	COMPARABLE 387 Ottumwa Aven		COMPARABLE 838 Cayce Lane	NU, 3
ı	Address 09-44-25-05.		17-44-25-P1-0240I	0.0090	02-44-25-04-00046		09-44-25-P3-00200	0.0170
	Proximity to Subject				1.59 miles northeas		0.45 mile south	
	Sales Price		\$		<b>36.6.1.8.3.4.1.3.1.8</b>	142,900	\$	133,000
	Price/Gross Living Area Data and/or	\$ ⊄ Inspection	\$ 139.88 \(\Pi\) Instr. 20060004743	107				
	Verification Source	Pub.Records	MLS/Win2Data/Lee		Instr. 20060004226 MLS/Win2Data/Lee		Instr. 20060002982 MLS/Win2Data/Lee	
	VALUE ADJUSTMENTS	DESCRIPTION		+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
	Sales or Financing		Conv.\$118,900		Conv.\$142,900		Conventional	
	Concessions		Seller Concession	-9,000		-8,000		
	Date of Sale/Time Location	Blounts 6th Subd	12/22/2006		11/8/2006		7/28/2006	
	Leasehold/Fee Simple	Fee	Country Manor Fee		Sengs Subd Fee		Campbell Acres	
	Site	10,360 Sq.Ft.	8,100 Sq.Ft.	+1,500	9,975 Sq.Ft.		8,395 Sq.Ft.	+1,100
	View	Residential	Residential		Residential		Residential	
	Design and Appeal	Ranch	Ranch		Ranch		Ranch	
	Quality of Construction	CBS/Avg.	CBS/Avg. Eff=24, A=50	12.400	CBS/Avg.	1 000	CBS/Avg.	0.400
	Age Condition	Eff=20, A=52 Above Average	Inferior	+3,400 +3,400	Eff=15, A=52 Superior	-4,300 -4,300	Eff=16, A=28 Superior	-3,400 -3,400
	Above Grade	Total Bdrms Baths	Total Bdrms Baths	10,400	Total Bdrms Baths	:	Total Bdrms Baths	-3,400
Sis	Room Count	4 2 1	5 3 1	-3,000	4 2 1		5 3 2	-5,000
ΑŢ	Gross Living Area	771 Sq. Ft.	850 Sq. FL	-4,000	906 Sq. Ft.	-6,800	988 Sq. Ft.	-10,900
NAN	Basement & Finished	None	None	<b>5</b> 000	None		None	
350	Rooms Below Grade Functional Utility	Loc.Obsol/Ortiz Av Adequate	None Adequate	-5,900	None Adequate	-7,100	None Adequate	-6,700
<b>IPAR</b>	Heating/Cooling	WallUnit/WallUnits,	Central/Central	-2,000	Central/Central	-2,000		-2,000
ES COM	Energy Efficient Items	Typical	Typical		Typical	1	Typical	
ES	Garage/Carport	2 Car Carport	1 Car Garage		Driveway	+4,500		+4,500
Š	Porch, Patio, Deck, Fireplace(s), etc.	175sf EntryPorch 202sf Fin.FamilyRm	None None	+1,300	96sf Entry Porch 132sf Fin.Fla.Room	+600 +1,900	None	+1,300
	Fence, Pool, etc.	Partial Fenced	None		Partial C-L	+1,900	None Partial C-L	+5,000
	Other Features	69sf Unfin.Utility	63sf Unfin.Utility		54sf Unfin, Utility	1	None	+900
	Net Adj. (total)		+ > - :\$	8,800	+ > - :\$	25,500		18,600
	Adjusted Sales Price of Comparable		100 24 48 Gross 428 48	110 100	Note 7 is a second of the seco	117 400	Gross 33.2 % \$	114,400
		parison (including the sub	ect property's compatibili	ty to the neighborh	ood, etc.): Se	e attached con	nments. Due to the	imited
	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					ed. See the		
	attached addendum for comments on the sales. Gross adjustments exceeded recommended parameters due primarily to the differences land							
	area and the apparent locational obsolescence of the subject. The adjustments are market supported and do not adversely affect the final value estimate.							
	raido cominato.							
	ITEM	SUBJECT	COMPARABLE	NO. 1	COMPARABLE	NO. 2	COMPARABLE	NO. 3
	Date, Price and Data	6/1/1977,\$22,000	No other qualified s		None recent were		6/10/2003, \$45,000	
	Source, for prior sales within year of appraisal	Coded "06" per Lee County	was noted in Lee C Public Records.	Jounty	Last qualified sale		Coded "06" qualifie	
	within year of appraisal   per Lee County   Public Records   per Lee County Public Records   per Lee County Public Records   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:						f appraisal:	
	The subject property	is not listed in the	egional MLS. Prior	sales of the su	bject and the compa	rables appeare	ed to be market supp	orted at the
	time of sale.	I EC COMPANICON ACCO	NA ALL					
	INDICATED VALUE BY SA INDICATED VALUE BY INC			ket Rent &	N/A /Mo, x 6	Bross Rent Multiplie	r N/A = \$	114,000 
Ī						Carrier Control	completion per plans & sp	
This appraisal is made  "as is"  subject to the repairs, alterations, inspections or conditions listed below  subject to completion per plans & specific 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								
	Approach receives							
7	market data is availa			. countaining at	zor aca priyorcal UB	Preciation on :	oo. year old flodse	a. maumorent
0	The purpose of this apprai	isal is to estimate the mar	ket value of the real prope	rty that is the subje	ct of this report, based on	the above conditio	ns and the certification, co	ontingent
	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 ).							
ē	I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF  January 25, 2007			25, 2007				
**	(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE  114,000  APPRAISER: Phil Benning, Associate  Signature  Signature  Did  Did  Did No					. SRA		
	Name Phil Benning, Associate Name J. Leg/Norris, MAI, SRA Inspect Property						t Property	
Date Report Signed     January 29, 2007       State Certification #     RD1220 St. Cert. Res. REA     State FL     State Certification #     0000643 St. Cert. Gen. REA     State Stat					Ctata El			
	Or State License #	OL OOK NOS	Sta		ate License #	-5 St. Cert. G	OIL NEA	State FL State
Fre	die Mac Form 70 6/93		- Old	PAGE 2 OF 2			Fannie Ma	Form 1004 6-93

PARLEL 124



This document prepared by

Lee County
County Lands Division
Project: Ortiz Avenue 4072
Parcel: 123/124 Fowler

STRAP No.:09-44-25-05-00000.0380 & .0370

### **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 **Charles A. Fowler and Peggy A. Fowler, husband** and wife, hereinafter referred to as SELLER, whose address is 574 Ortiz Avenue, 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 17,360 square feet more or less, and located at 566 and 574 Ortiz Avenue, Fort Myers, Florida 33905, and more particularly described in "Exhibit A" attached hereto and made a part hereof, 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 Forty-Two Thousand and no/100 (\$142,000), 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 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:** SELLER will pay for and 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 (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.

- 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 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, 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, 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. 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

# AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 4 of 8

on the Property. To the best of SELLER'S knowledge, 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 150 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.

# AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 5 of 8

- 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:	SELLER:
Jetilsome 7	By: Charles A Zowler 3-16- & Charles A. Fowler (DATE)
WITNESSES:	SELLER:  By: Peggy A. Fowler (DATE)
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY:	BY:CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	COUNTY ATTORNEY (DATE)

# AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 6 of 8

# SPECIAL CONDITIONS Page 1 of 2

**BUYER**: Lee County

SELLER: Fowler/ Parcels 124 & 123

- 1. Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for improvements and all fixtures, including the air conditioning units, ceiling fans, hot water heater, windows, doors, floor covering and landscaping, as of the date of the Buyer's appraisal.
- **2.** The Purchase Price of \$142,000 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 3, 2008, subject to Special Conditions Item Nos. 1 through 14, herein. On or before January 3, 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 for and maintain the insurance premiums on the premises throughout the entire term of occupancy. 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.

Charles A. Fowler

(DATE)

WITNESSES:

SELLER:

Jeggy A. Fourler
(DATE

# AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 8 of 8

CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS				
BY:	BY:				
DEPUTY CLERK (DATE)	CHAIRMAN OR VICE CHAIRMAN				
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY				
	COUNTY ATTORNEY (DATE)				

### Exhibit "A"

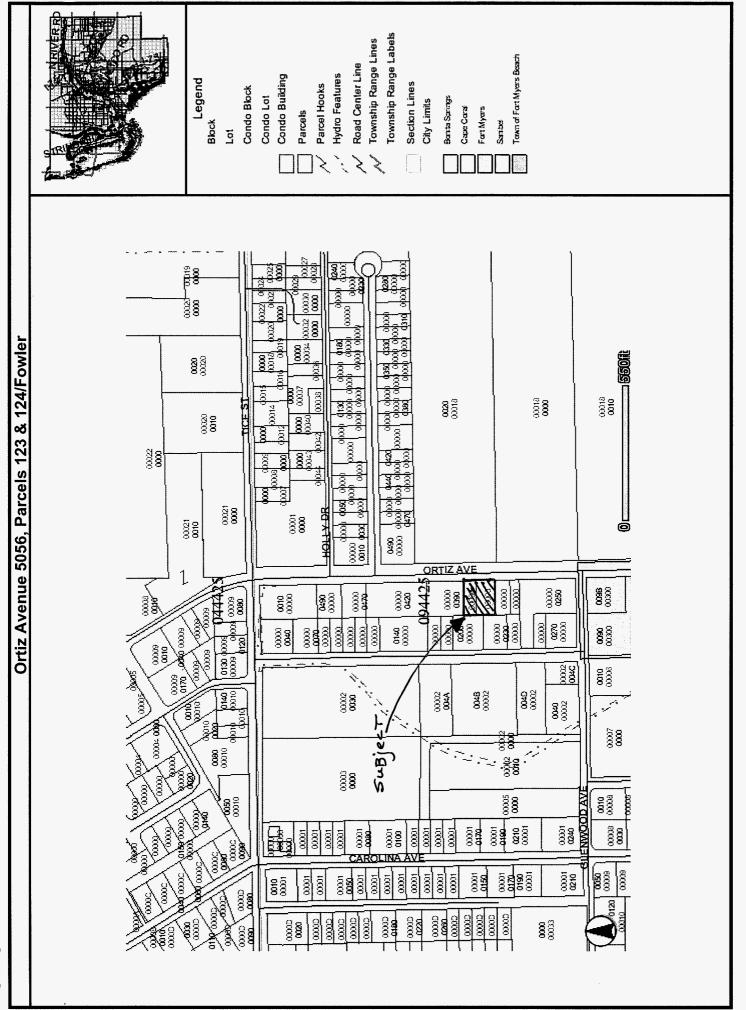
### Parcel 123 (STRAP No. 09-44-25-05-00000.0380)

Lot 38, of the certain subdivision known as N.S. Blount & Pearle Blount's subdivision No. 6, as per plat thereof recorded in Plat Book 9, Page 109, Public Records of Lee County, Florida, less and except that portion taken for the right of way of Ortiz Avenue, as evidenced by instrument recorded in Official Records Book 36, Page 433 and the Order of Taking recorded in Official Records Book 39, Page 250, Public Records of Lee County, Florida;

AND,

### Parcel 124 (STRAP No. 09-44-25-05-00000.0370)

All of Lot 37, and the North 24 feet of Lot 36 of that certain subdivision known as N.S. Blount & Pearle Blount's subdivision No. 6, as per plat thereof recorded in Plat Book 9, Page 109, Public Records of Lee County, Florida.



# **Division of County Lands**

## **Updated Ownership and Easement Search**

Search No. 09-44-25-05-00000.0380

Date: April 3, 2006

Parcel: 123

Project: Ortiz Avenue, #

5056

To: J. Keith Gomez

**Property Acquisition Agent** 

Real Estate Title Examiner

STRAP: 09-44-25-05-00000.0380

Effective Date: March 29, 2006, at 5:00 p.m.

Subject Property: Lot 38, of the certain subdivision known as Blount's 6th Subdivision, as per plat thereof recorded in Plat Book 9, Page 109, Public Records of Lee County, Florida, less and except that portion taken for the right of way for Ortiz Avenue, as evidenced by instrument recorded in Official Record Book 36, Page 433 and the Order of Taking recorded in Official Record Book 39, Page 250. Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

## Charles A. Fowler and Peggy A. Fowler, husband and wife

By that certain instrument dated September 15, 1978, recorded September 15, 1978, in Official Record Book 1299, Page 1843, Public Records of Lee County, Florida.

#### **Easements:**

None of record.

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.

Tax Status: Taxes in the Amount of \$91.48 have been paid on November 28, 2005. (The end user of this report is responsible for verifying tax and/or assessment information.)

2006 Taxes and

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.

# **Division of County Lands**

## Updated Ownership and Easement Search

Search No. 09-44-25-05-00000.0370

Date: April 3, 2006

Parcel: 124

Project: Ortiz Avenue, #

505L

To: J. Keith Gomez

**Property Acquisition Agent** 

From:

Bill Abramovich

Real Estate Title Examiner

STRAP: 09-44-25-05-00000.0370

Effective Date: March 29, 2006, at 5:00 p.m.

Subject Property: All of Lot 37, and the North 24 feet of Lot 36, of the certain subdivision known as N.S. BLOUNT & PEARL BOUNT SUBDIVISION NO. 6, as per plat thereof recorded in Plat Book 9. Page 109, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

### Charles A. Fowler and Peggy A. Fowler, husband and wife

By that certain instrument dated September 15, 1978, recorded September 15, 1978, in Official Record Book 1299, Page 1843, Public Records of Lee County, Florida.

### Easements:

None of record.

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.

Tax Status: Taxes in the Amount of \$410.28 have been paid on November 28, 2005. (The end user of this report is responsible for verifying tax and/or assessment information.)

2004 Taxes Duid

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no quarantees nor warranty as to its accuracy.

# 5-Year Sales History

Parcel No. 123 & 124/ Fowler

Ortiz Avenue Widening (S.R. 80 to Luckett Road) Project No. 5056

**NO SALES in PAST 5 YEARS** 

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