

**Lee County Board of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20020464**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the acquisition of Parcel 164, for the Pondella Road Widening Project No. 4656, in the amount of \$21,938.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize payment of necessary costs to close; authorize Chairman on behalf of the Board of County Commissioners to execute the Agreement; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**WHY ACTION IS NECESSARY:** The Board must formally accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** The acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain at a future date.

**2. DEPARTMENTAL CATEGORY:** 06

**3. MEETING DATE:**

**COMMISSION DISTRICT #:** 4

*C6E*

*05-21-2002*

**4. AGENDA:**

**5. REQUIREMENT/PURPOSE:**

**6. REQUESTOR OF INFORMATION**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

- (Specify)
- STATUTE 125
  - ORDINANCE
  - ADMIN.
  - OTHER

- A. COMMISSIONER
- B. DEPARTMENT *Independent*
- C. DIVISION *County Lands*
- BY: *Karen L. W. Forsyth, Director*

TIME REQUIRED:

**7. BACKGROUND:** The Division of County Lands has been requested by the Department of Transportation to acquire right of way for the Pondella Road Widening Project No. 4656. The project consists of a five-lane highway with sidewalks from Henkel Drive east to Del Pine Drive, North Ft. Myers.

This acquisition consists of a strip taking in fee simple interest in a vacant property fronting on Pine Island Road, Del Pine Drive and Pondella Road, further identified as Strap No.05-44-24-C3-0090C.0010, located at 1281 Del Pine Drive, North Ft. Myers. The parent tract is ± 5 acres in size.

The owner of Parcel 164, Albion Service Corporation, has agreed to sell the subject parcel for \$21,938.00. The County is to pay costs to close of approximately \$1,000.00. Seller is responsible for real estate broker and attorney fees, if any.

The purchase price is based upon a private sales contract at \$3.75 per sq. foot for the parent tract. In September, 1998 when the owner was approached, they wanted \$5.25 per sq. ft. Further, a sales grid is attached that justifies this purchase price of \$3.75 per sq. ft.

Considering the costs associated with condemnation proceedings, staff recommends the Board approve the Requested Motion.

Funds are available in Account 20465618805.506110  
 20 - CIP Project  
 4656 - Pondella Road Widening  
 18805 - Impact Fees  
 506110 - Land

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>5/1/02</i> <i>[Signature]</i>			<i>[Signature]</i> <i>5/1/02</i>	<i>[Signature]</i> <i>5/8/02</i>	<i>OA</i> <i>5/8/02</i>	<i>OM</i> <i>[Signature]</i>	<i>RISK</i> <i>5/8</i>	<i>GC</i> <i>5/8/02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *5/8/02*  
 Time: *11:30pm*  
 Forwarded To:  
*Admin*  
*5/8/02 1:00*

RECEIVED BY  
 COUNTY ADMIN. *PNC*  
*5/8 3:00*  
 COUNTY ADMIN. *EA*  
 FORWARDED TO: *BL*  
*5/9 8:00*

This document prepared by  
Lee County  
County Lands Division  
Project: Pondella Road Widening, No. 4656  
Parcel: 164  
STRAP No.: 05-44-24-C3-0090C.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 14 day of April, 2002 by and between Albion Service Corporation, a Michigan corporation, hereinafter referred to as SELLER, whose address is 575 Morningside Drive, Battle Creek, MI 49015, 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 5850 square feet more or less, and located at 1281 Del Pine Drive, North Fort Myers, Florida 33903 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 Pondella Road Widening Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Twenty One Thousand Nine Hundred Thirty Eight and 00/100 dollars (\$21,938.000), 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 \$21,938.00, 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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

**6. BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

Parcel: 164  
STRAP: 05-44-24-C3-0090C.0010  
Project: Pondella Road Widening Project No. 4656

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 16 day of April, 2002 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Albion Service Corporation, a Michigan corporation

575 Morningside Drive, Battle Creek, MI 49015

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Eva L. Court 575 Morningside Drive, Battle Creek, MI 49015
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as: see "EXHIBIT A" attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Samantha J. Kastan  
Witness Signature

SAMANTHA J. KASTAN  
Printed Name

Kristine D. Sly  
Witness Signature

Kristine D. Sly  
Printed Name

Eva L. Court  
Signature of Affiant

EVA L. COURT  
Printed Name

Affidavit of Interest in Real Property  
Parcel: 164  
STRAP: 05-44-24-C3-0090C.0010  
Project: Pondella Road Widening Project No. 4656

STATE OF Michigan  
COUNTY OF Cathoon

SWORN TO AND SUBSCRIBED before me this 16 day of April, 2002 by \_\_\_\_\_  
Eva h. Court, President  
(name of officer or agent, title of officer or agent)

of Albion Service Corporation, a Michigan  
(name of corporation acknowledged)

corporation, on behalf of the corporation.

(SEAL)

Joan F. Porter  
(Notary Signature)

Joan F. Porter  
(Print, type or stamp name)

Personally known ✓  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

(COUNTY PROJECT NUMBER 4656)

DESCRIPTION OF RIGHT-OF-WAY PARCEL

ALL THAT PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1148, PAGE 1521, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 5, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 39.00 FEET OF LOT 1, BLOCK C, DELPINE MANOR (UNRECORDED SUBDIVISION).

CONTAINING 5,850 SQUARE FEET OF LAND MORE OR LESS; SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEY DATE: NOVEMBER 19, 2001

AGNOLI, BARBER & BRUNDAGE, INC.  
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY [Signature]  
GUY P. ADAMS, P.S.M. NO. 4390

THIS BOUNDARY SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IS PROHIBITED BY CHAPTER 61G17-6 (2)(E) FLORIDA ADMINISTRATIVE CODE.

ABSTRACT NOT REVIEWED

NOTES:

1. THIS RIGHT-OF-WAY SURVEY WAS BASED ON THE RIGHT-OF-WAY MAPS PREPARED BY INK ENGINEERING, INC.
2. AREAS WERE BASED ON INFORMATION FROM THE LEE COUNTY PROPERTY APPRAISER'S OFFICE.
3. IMPROVEMENTS WERE NOT LOCATED UNDER THE SCOPE OF THIS SURVEY.

RIGHT-OF-WAY SURVEY SHEET 2 OF 2

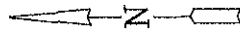


Professional engineers, planners, & land surveyors  
Collier County: Suite 200, 7405 Tamiami Trail, North Naples, FL 34108 (941)597-3111  
Lee County: Suite 101, 1825 Hendry Street, Fort Myers, FL 33601 (941)597-3111  
Certificates of Authorization Nos. LP 3894 and LP 3895 Fax: (941)596-2202

DESCRIPTION: PARCEL 164 RIGHT-OF-WAY TAKE	
CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
REVISION:	
SCALE: <u>N.T.S.</u>	DATE: <u>JAN. 24, 2002</u>
DRAWN BY: <u>JAN</u>	PROJECT NO.: <u>7904-3</u>
ACAD NO.: <u>8187-1</u>	FILE NO.: <u>8187</u>

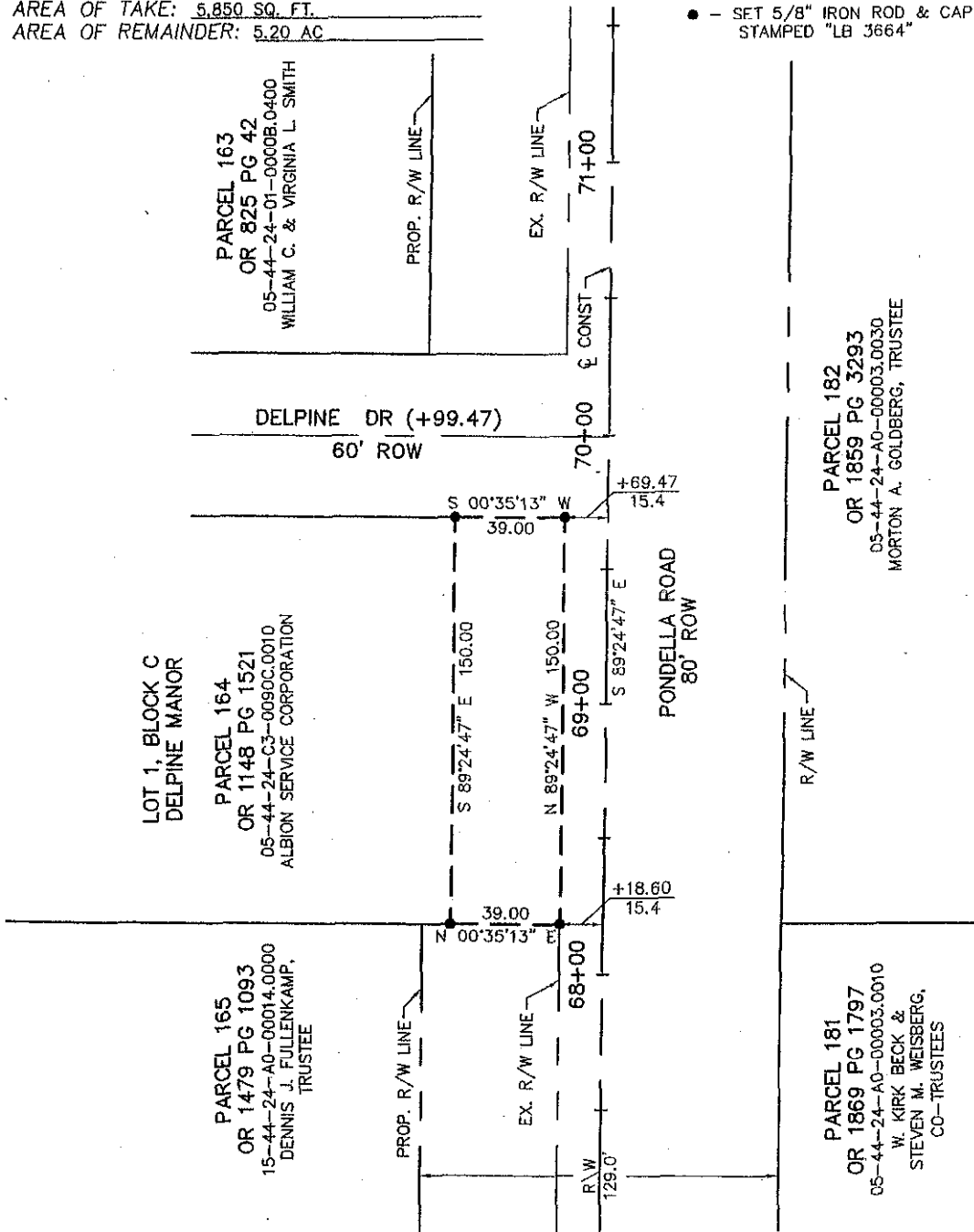
SECTION 5, TOWNSHIP 44 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

PARCEL NO. 164  
 PROPERTY OWNER: ALBION SERVICE CORPORATION  
 REFERENCE: O.R. 1148, PG 1521  
 STRAP NO.: 05-44-24-C3-0090C.0010  
 AREA OF TAKE: 5,850 SQ. FT.  
 AREA OF REMAINDER: 5.20 AC



SCALE: 1" = 50'

● - SET 5/8" IRON ROD & CAP  
 STAMPED "LB 3664"



R/W = RIGHT-OF-WAY

RIGHT-OF-WAY SURVEY SHEET 1 OF 2



Professional engineers, planners, & land surveyors  
 Collier County: Suite 205, 7400 Tamiami Trail, North Naples, FL 34108 (941)567-8111  
 Lee County: Suite 201, 1406 Handy Street, Fort Myers, FL 33904 (941)557-8111  
 Certificate of Authorization No. LB 3584 and BB 3584 Fax (941)558-2203

DESCRIPTION: PARCEL 164 RIGHT-OF-WAY TAKE

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

SCALE: 1" = 50'

DATE: JAN. 24, 2002

DRAWN BY: JAN

PROJECT NO.: 7904-3

ACAD NO: 8187-1

FILE NO: 8187

November 6, 2001

**TITLE SEARCH LETTER**

**FILE NUMBER:** TC-F11553

**YOUR FILE NO:**

**STRAP NUMBER:** 05-44-24-C3-0090C.0010

**TAX INFORMATION:**

General and special taxes and assessments required to be paid in the year 2002 and subsequent years, which are not yet due and payable. Strap # 05-44-24-C3-0090C.0010. 2001 taxes are due in the amount of \$17,327.75, if paid by November 30, 2001.

Tri-County Title Insurance Agency, Inc. does hereby certify that it has searched the Public Records of Lee County, Florida, and that said Public Records appear as follows, to wit:

**OWNER(S) OF RECORD:** ALBION SERVICE CORPORATION, A Michigan Corporation

**BY Warranty Deed, AS RECORDED IN Official Records Book 1148, Page 1521, of the Public Records of Lee County, Florida.**

**MORTGAGES:**

Mortgage executed by ALBION SERVICE CORPORATION, in favor of OLD DUTCH NURSERY INC., to secure the original principal amount of \$49,700.00, dated July 1, 1976, recorded July 12, 1976, in Official Records Book 1148, Page 1523, of the Public Records of Lee County, Florida.

**LIENS:**

Delinquent Stormwater Utility Lien as recorded in Official Records Book 2658, Page 553, of the Public Records of Lee County, Florida.

**ASSESSMENTS:**

1. Notice of Assessments as recorded in Official Records Book 3492, Page 4114, Official Records Book 3492, Page 4142, and Official Records Book 3492, Page 4175, of the Public Records of Lee County, Florida.

2. Stormwater due City of Cape Coral in the amount of \$708.48.

**EASEMENTS & RESTRICTIONS:**

1. Lee County Mandatory Garbage Collection Assessment Ordinance 86-14 recorded in Official Records Book 2189, Page 3281, and amended in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida.

2. Permanent Easement as recorded in Official Records Book 3477, Page 4905, of the Public Records of Lee County, Florida.

3. Right of Ingress and Egress over and upon Del Pine Drive, as recited in Deed, as recorded in Official Records Book 1148, Page 1521, of the Public Records of Lee County, Florida.

**EFFECTIVE DATE:** October 25, 2001 @ 8:00 am

This report, while believed to be correct, is necessarily based upon information obtained through the Index of Documents maintained by the Clerk of the Circuit Court and therefore is subject to any errors in such index. This company does not offer any opinion with regard to the validity of any of the recorded documents or the marketability of the title to this property. This report is confined and limited to showing the apparent owner of record and any liens or encumbrances shown in the Public Records of the county wherein the subject property is located.

BY: 

Dena E. Weygant/Charles B. Hannaway/Jeanette B. Goff  
TRI-COUNTY TITLE INSURANCE AGENCY, INC.



**FILE NO: TC-F11553  
TITLE SEARCH LETTER**

**To the following described lands  
lying and being in Lee County, Florida:**

**SEE ATTACHED EXHIBIT "A".**

**PREPARED BY  
TRI COUNTY TITLE INSURANCE AGENCY, INC.  
8660 College Parkway, Suite 200  
Fort Myers, Florida 33919  
(941) 437-3144  
Fax (941) 437-3148**

**Our "TRI" stands for  
TRUST, RELIABILITY AND INTEGRITY**

From the southeast corner of Section 5, Township 44 South, Range 24 East; run Northerly along the East line of said Section 5, for 33 feet to the North line of the county road known as the Pondella Road; thence run Westerly along said North line, parallel to and 33 feet from the center line of said road for 2,730 feet; thence run North along a perpendicular to said road for 7 feet to the point of beginning of the lands hereby described. From said point of beginning continue North on the same course for 381 feet; thence run West parallel to said North line of Pondella Road for 150 feet; thence run south, perpendicular to said north line 381 feet; thence run east, parallel to said road for 150 feet to the point of beginning, being Lots 1, 2, 3 and 4, Block C, DEL-PINE MANOR, Unrecorded. Together with right of ingress and egress over and upon Del Pine Drive.

ALSO:

From the southeast corner of Section 5, Township 44 South, Range 24 East run northerly along the East line of said Section 5 for 33 feet to the North line of the County Road known as Pondella Road; Thence run Westerly along said North line parallel to and 33 feet from the center line of said road for 2,730 feet; thence run North along a perpendicular to said road for 388 feet to the point of beginning of the lands hereby described. From said point of beginning continue North on same course for 1,208.61 feet thence Southwest along Pine Island Road, known as State Road #78, for a distance of 170.89 feet; thence South 1,125.74 feet, thence East 150 feet to the point of beginning.

Being Lots #5 through 18 inclusive, of Block "C", DEL-PINE MANOR, Unrecorded.

PONDELLA ROAD WIDENING PROJECT, No. 4656

**SALES GRID SHEET**

Parcel 164

<u>COMP No.</u>	<u>STRAP No.</u>	<u>LOCATION</u>	<u>SALES DATE</u>	<u>AREA (sf)</u>	<u>PRICE / sf</u>
1	05-44-24-C4-00103.0000	Pine Island & Pondella	10/99	384,940	\$6.16
2	09-44-24-00-00002.012A	Pondella Road	07/01	14,476	\$4.04
Subject Sale Contract	05-44-24-C3-0090C.0010	Pine Island & Pondella	Current	217,800	\$3.75
Current Listing	05-44-24-C3-01130.A000	Pine Island	Current	549,292	\$4.25

LEE COUNTY PROPERTY APPRAISER - NAME & LEGAL

STRAP: 05 44 24 C4 00103 0000  
 EAGLE GREGORY W TR

3818 DEL PRADO BLVD  
 CAPE CORAL

FL HWDWXA

33904 N/R:  
 \*\*\* VALUES \*\*\* \*\*\* EX VALUES \*\*\*  
 JUST: 1,154,820 AG.:  
 ASSD: 1,154,820 HX.:  
 TXBL: 1,154,820 WID:  
 BLDG: 0 DIS:  
 LAND: 1,154,820 WLY:  
 NCST: 0 ENG:  
 PVAL: WDR:  
 SOH : DIFF:

SITE: ACCESS UNDETERMINED  

#	SALE PRICE	D.O.S.	BOOK	PAGE	TC	VI
1:	2,372,200	10/99	3183	4736	01	V
2:	2,208,900	06/99	3141	670	04	V

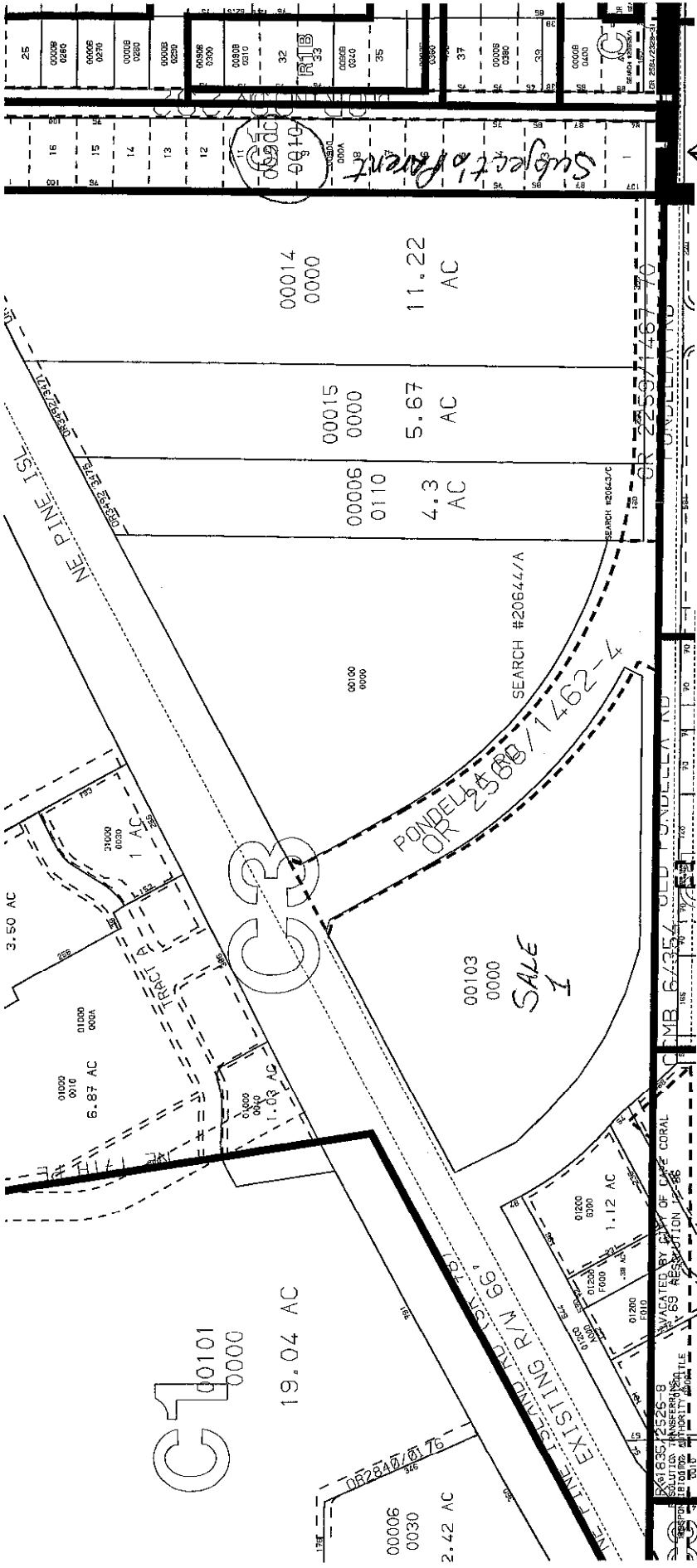
 NBHD CODE: 582020  
 NBHD DESC: PINE ISLAND RD CORRIDOR

DOR...: 10 VACANT COMMERCIAL  
 LOC...:  
 LEGAL1: PARL IN SW 1/4 OF SEC DES  
 LEGAL2: C IN OR 3141 PA  
 LEGAL3: GE 0670

UNIT MEAS.: SF #UNITS...: 384940.00  
 1ST TAX YR: FRONTAGE: 0  
 YR SPLIT...: 1999 : 0  
 YR CREATED: 1999 E/I NUM.:  
 ENERGY CD.: S/D VAL.:  
 ENERGY YR.: S/D CODE:  
 APRVED BY.: DSC.....:  
 TAX DIST...: ZONING...: C3  
 PRIOR DOR.: PEND.....:  
 PRIOR STRP: 05-44-24-C4-00100.0000

PAGE: MAINT DATE  
 LINE: SITE:  
 HIST DIST: N NAL.:  
 MAF.:  
 PAV.:

*Comparable 1*



C1  
00101  
0000

19.04 AC

00006  
0030  
2.42 AC

00103  
0000  
SALE  
I

00006  
0110  
4.3  
AC

00015  
0000  
5.67  
AC

00014  
0000  
11.22  
AC

Subject  
←

25	00008 0260	00006 0270	00009 0280	00008 0290	00008 0300	00008 0310	00008 0320	00008 0330	00008 0340	00008 0350	00008 0360	00008 0370	00008 0380	00008 0390	00008 0400	00008 0410	00008 0420	00008 0430	00008 0440	00008 0450	00008 0460	00008 0470	00008 0480	00008 0490	00008 0500
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Subject to Parent  
9910

OK 22597467 70

OK 2508/1462-4

OK 67357 OLD PONDELLA RD

OK 18357 2525-8  
EVACATED BY CITY OF CORAL  
SPRING, FLORIDA  
RESOLUTION  
NO. 89-100

LEE COUNTY PROPERTY APPRAISER - NAME & LEGAL

STRAP: 09 44 24 00 00002 012A  
 FT MYERS PROPERTIES INC  
 1541 BRICKELL AV #2605

DOR...: 10 VACANT COMMERCIAL  
 LOC...:  
 LEGAL1: N205.5FT E ORANGE GR BL W  
 LEGAL2: SUBURBAN PK S PONDELLA LE  
 LEGAL3: S 2.15+2.12+LES OR2362/1149

MIAMI  
 FL

HWDWXA

33129 N/R:  
 \*\*\* VALUES \*\*\* \*\*\* EX VALUES \*\*\*  
 JUST: 30,400 AG.:  
 ASSD: 30,400 HX.:  
 TXBL: 30,400 WID:  
 BLDG: 0 DIS:  
 LAND: 30,400 WLY:  
 NCST: 0 ENG:  
 PVAL: WDR:  
 SOH : DIFF:

UNIT MEAS.: SF #UNITS...: 14476.90  
 1ST TAX YR: 0 FRONTAGE: 0  
 YR SPLIT...: 1993 .: 0  
 YR CREATED: 1986 E/I NUM.:  
 ENERGY CD.: S/D VAL.:  
 ENERGY YR.: S/D CODE:  
 APRVED BY.: DSC.....: 2  
 TAX DIST...: ZONING...: C-1A  
 PRIOR DOR.: PEND.....:  
 PRIOR STRP: 09-44-24-00-00002.0120

SITE: 907 PONDELLA RD 33903  
 # SALE PRICE D.O.S. BOOK PAGE TC VI  
 1: 58,500 07/01 3462 324 06 V  
 2: 100 05/96 2708 29 01 V  
 NBHD CODE: 572010  
 NBHD DESC: N. 41 CORRIDOR

PAGE: 406 MAINT DATE  
 LINE: 50 SITE:  
 NAL.:  
 MAF.:  
 PAV.:  
 HIST DIST: N

*Comparable 2*



LEE COUNTY PROPERTY APPRAISER - NAME & LEGAL

STRAP: 05 44 24 C3 0090C 0010  
 ALBION SERVICE CORP  
 575 MORNINGSIDE DR

DOR...: 10 VACANT COMMERCIAL  
 LOC...:  
 LEGAL1: DEL PINE MANOR UNREC. BLK  
 LEGAL2: .C LOTS 1 THRU 18  
 LEGAL3:

BATTLE CREEK  
 MI

HWDWXA

49015 N/R:

UNIT MEAS.: SF #UNITS...: 232650.00

\*\*\* VALUES \*\*\*

\*\*\* EX VALUES \*\*\*

1ST TAX YR: 0 FRONTAGE: 0

JUST: 232,850

AG.:

YR SPLIT...: DEPTH...: 0

ASSD: 232,850

HX.:

YR CREATED: 1900 E/I NUM.:

TXBL: 232,850

WID:

ENERGY CD.: S/D VAL.:

BLDG: 200

DIS:

ENERGY YR.: S/D CODE:

LAND: 232,650

WLY:

APRVED BY.: DSC.....:

NCST: 0

ENG:

TAX DIST...: ZONING...: C1-D

PVAL:

WDR:

PRIOR DOR.: PEND.....:

SOH :

DIFF:

PRIOR STRP: 05-44-24-A1-0000C.0010

SITE: 1281 DEL PINE DR

33903

# SALE PRICE D.O.S. BOOK PAGE TC VI

PAGE: 4057

MAINT DATE

1: 70,000 07/76 1148 1521

LINE: 510

SITE:

2:

NAL.:

NBHD CODE: 582020

HIST DIST: N

MAF.:

NBHD DESC: PINE ISLAND RD CORRIDOR

PAV.:

*Subject  
 Sale Contract*



Parcel 164

Post-It™ brand fax transmittal memo 7671 # of pages ▶	
To <i>Bob Clomons</i>	From <i>K. Bede</i>
Co.	Co.
Dept.	Phone # <i>337-1010</i>
Fax # <i>479-8391</i>	Fax # <i>931-0178</i>

**LE AGREEMENT**

This Purchase and Sale Agreement ("Agreement") is made as of October 12, 2001, between Albion Service Corporation as Seller, and Baycorp Development, Inc. or assigns, as Buyer.

1. **Sale of Property.** Seller agrees to sell and Buyer agrees to purchase, subject to the terms and conditions of this Agreement, certain property in the City of Cape Coral, County of Lee, State of Florida, known as tax parcel number 05-44-24-A1-0000C.0010, being a total of approximately 5.0 acres, together with all appurtenant rights of Seller including, without limitation, adjacent streets, roads, alleys and right-of-ways and such other rights as may be specified in this Agreement (collectively the "Property"). See Attached Exhibit "A", for a more complete description of the property.

*JP* *3.75* 2. **Purchase Price.** The purchase price, based upon a per square foot price of ~~\$2.00~~ is ~~Six Hundred Fifty Three Thousand Four Hundred Dollars (\$653,400.00)~~, payable as follows: *HP* *F 86,750.00 a*

**\$5,000.00** Earnest money deposit to be delivered to an Escrow Agent as yet to be determined ("Escrow Agent") within 3 days of the execution of this Agreement by both parties. Escrow Agent may (but is not required to) deposit the earnest monies in an interest bearing account and, if so, interest earned will be credited to Buyer. This deposit shall be paid to Seller at closing, subject to other provisions of this Agreement. If any dispute arises concerning the deposit, the Escrow Agent may interplead the funds, be released from further responsibility, and will not be restricted from representing Buyer in connection with any matters relating to the Agreement.

Balance Cash, cashiers/certified check, or wire transfer payable at closing, as adjusted by pro-rations and closing costs described below.

3. **Inspection Period.** Buyer shall have a period of 180 days (the "Inspection Period") from the Effective Date of this Agreement to perform studies and inspections to determine if the Property, in its sole discretion, is suitable for its proposed development as a retail center. Seller grants Buyer and Buyer's representatives the right to go on the Property to conduct its site studies. Buyer agrees to restore the Property substantially to its original condition after completion of such tests and further agrees to hold Seller harmless from any damages or liabilities arising from injuries or property damage caused by activities of Buyer or its representatives in pursuing the activities permitted under this paragraph and further agrees that no liens shall be permitted to be attached to the Property as a result of any such activities. Seller also grants Buyer and or Buyer's representatives the right to enter on the property up to and including the closing of this transaction. During said time period, Buyer will also agree to hold Seller harmless from any damages or liabilities arising from injuries or property damage caused by activities of the Buyer or its representatives.

If Buyer determines, in its sole discretion, that the Property is unsuitable for its proposed development and gives written notice of this to Seller during the Inspection Period, then this Agreement shall terminate and all earnest monies shall be returned to Buyer.

4. **Title Commitment and Survey.** Within the Inspection Period, Buyer, at its expense, shall order a title commitment from Attorney's Title Insurance Corporation ("Title Company") and obtain a copy of all documents which constitute exceptions to the title

LEE COUNTY PROPERTY APPRAISER - NAME & LEGAL

STRAP: 05 44 24 C3 01130 A000  
 E C STERN ENTERPRISES INC  
 PO BOX 2055

GLENVIEW

IL HWDWXA

60025 N/R:

\*\*\* VALUES \*\*\* \*\*\* EX VALUES \*\*\*

JUST:	871,530	AG.:	
ASSD:	871,530	HX.:	
TXBL:	871,530	WID:	
BLDG:	0	DIS:	
LAND:	871,530	WLY:	
NCST:	0	ENG:	
PVAL:		WDR:	
SOH :		DIFF:	

SITE: 1250 HANCOCK CREEK S BLVD

#	SALE PRICE	D.O.S.	BOOK	PAGE	TC	VI
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NBHD CODE: 582020

NBHD DESC: PINE ISLAND RD CORRIDOR

DOR...: 00 VACANT RESIDENTIAL  
 LOC...:  
 LEGAL1: HANCOCK CREEK SOUTH  
 LEGAL2: CENTER PB 63 PGS 85  
 LEGAL3: + 86 BLK 6630 TRACT A

UNIT MEAS.:	AC	#UNITS...:	12.61
1ST TAX YR:		FRONTAGE:	0
YR SPLIT...:	1999	:	0
YR CREATED:	1999	E/I NUM.:	
ENERGY CD.:		S/D VAL.:	
ENERGY YR.:		S/D CODE:	
APRVED BY.:		DSC.....:	
TAX DIST...:		ZONING...:	R1A
PRIOR DOR.:		PEND.....:	
PRIOR STRP:	05-44-24-C3-00006.0010		

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