

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020577

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of a ± 2.5 acre parcel within the Corkscrew Regional Ecosystem Watershed (CREW), Project No. 0999, pursuant to the terms and conditions as set forth in the Purchase Agreement; authorize payment of the necessary fees to close; authorize Chairman on behalf of the Board of County Commissioners to execute Purchase Agreement; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: To place environmentally sensitive land, within CREW boundaries, into public ownership.

WHAT ACTION ACCOMPLISHES: The acquisition of ± 2.5 acres, within CREW boundaries, for \$3,000.00 plus costs to close.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 3

C6G

6-11-02

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 73, 74, 125, 127
 - ORDINANCE _____
 - ADMIN. _____
 - OTHER _____

6. REQUESTOR OF INFORMATION

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

7. BACKGROUND: The Division of County Lands is seeking to acquire a ± 2.5 acre parcel of land, in Fee Simple for the Corkscrew Regional Ecosystem Watershed. As of May 15, 2002, Lee County has acquired +/-8,435 acres for this project; +/-7,580 acres of which have been conveyed to the South Florida Water Management District, leaving +/-855 acres in Lee County ownership.

This acquisition consists of a ± 2.5 acre parcel located in Section 21 Township 47 South, Range 26 East, Lee County, Florida.

The owners, Bernice Lampner and Linda Gruskin,, have agreed to sell the subject parcel to the County for \$3,000.00. This amount is at the upper end of the range paid for similar properties.

Necessary fees to close will be approximately \$400.00.

Funds are available in: Account No. 20099912200.506110.30

- 20 - Capital Projects
- 0999 - Flint Pen Acquisition
- 122 - Flint Pen Acquisition
- 00 - Flint Pen Acquisition
- 506110 - Land and Court of Registry
- 30 - Construction

Staff recommends Board approve Requested Motion.

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>K. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>BAD 5/28</i>	<i>Paula 5-28-02</i>	OA	HM	RISK	GC
					<i>5/29-02</i>	<i>5/29/02</i>	<i>5/29/02</i>	<i>5/29/02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
 BY CO. ATTY.
 5/28/02
 11:00 AM
 CO. ATTY.
 FORWARDED TO:
 Admin
 5-28-02 2:00

RECEIVED BY
 COUNTY ADMIN.
 5/28 2:30
 COUNTY ADMIN.
 FORWARDED TO:
 BL
 5/30 8:11 AM

This document prepared by
Lee County Public Works
County Lands Division
Project: **CREW, NO. 0999**
Parcel: ---
STRAP Nos.: **21-47-26-00-00001.6010**

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 _____, 2001 by and between Bernice Lampner and Linda R. Gruskin, hereinafter referred to as Seller, whose address is 5101 Sarazen Drive, Hollywood, Florida 33021, 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 hereby agrees to sell and BUYER hereby agrees to purchase, subject to the terms and conditions hereinafter set forth, all of that certain parcel of land consisting of 2.5 acres more or less, and located at Section 21, Township 47 South, Range 26 East, Lee County, Florida and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called the Property. This property is being acquired for the CREW PROJECT, hereinafter called the Project.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Three Thousand and 00/100 Dollars (\$3,000), 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 \$3,000.00, from a title company acceptable to BUYER. Such commitment will be accompanied by one copy of all documents which constitute exceptions to the title commitment. Such 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).

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.

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 problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price 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 which 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 which 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 any 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 any of the above-described warranties as to environmental liability, SELLER hereby agrees to indemnify and hold the BUYER harmless from any and 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 which 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 60 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.

WITNESSES:

Marilyn Kaufman
Kaufman

SELLER:

Bernice Lampner 5/04/02
Bernice Lampner (DATE)

Linda R. Gruskin 5/04/02
Linda R. Gruskin (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)

EXHIBIT A

The W $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ less the West and South 30 feet for roadway, Section 21, Township 47 South Range 26 East, Lee County, Florida, consisting of 2 $\frac{1}{2}$ acres more or less.

Ownership and Easement Search

Search No. 22036

Date: May 22, 2002

Parcel:

Project: CREW Project #999

To: Robert G. Clemens
Acquisition Program Manager

From: Linda K. Fleming, CLS, SR/WA *LKF*
Real Estate Title Examiner

STRAP: 21-47-26-00-00001.6010

Effective Date: May 13, 2002, at 5:00 p.m.

Subject Property: The W ½ of the S ½ of the SW 1/4 of the SE 1/4 of the SW 1/4 less the West and South 30 feet for roadway, Section 21, Township 47 South, Range 26 East, Lee County, Florida.

Title to the subject property is vested in the following:

Bernice Lampner and Linda R. Gruskin

by that certain instrument dated June 24, 1997, recorded July 3, 1997, in Official Record Book 2841, Page 3679, Public Records of Lee County, Florida.

Easements:

NOTE: For information purposes, attention is directed to the fact that subject property does not appear to abut a public road or highway. Access to property is by easements reserved across adjoining parcels. Sufficiency of said easements has not been determined by this report.

NOTE: There appears to be a wild deed of record. Deed recorded in Official Record Book 1530, Page 141, conveys the South half of the Southwest quarter of Section 21, Township 47 South, Range 26 East, to Island 3 Development Corporation (a Florida Corporation). We find no documentation where Island 3 Development Corporation ever conveyed their interest. The Florida Department of State, Division of Corporations shows this corporation was involuntarily dissolved November 21, 1984. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE: Agreement for Deed recorded in Official Record Book 1289, Page 1290 was from Future 5 Corporation to Record Title Holders. We find no documentation where Future 5 Corporation has released their interest to subject property. The Future 5 Corporation was involuntarily dissolved December 8, 1980 as indicated by the Florida Department of State, Division of Corporations. Claim of Lien recorded in Official Record Book 1529-617 recites Assignments and Deed from Future 5

Ownership and Easement Search

Search No. 22036

Date: May 22, 2002

Parcel:

Project: CREW Project #999

Corporation to Henry M. Minister were assigned under the influence of drugs, no witnesses, fictitious name on Deeds, Deeds and Assignments are not valid, no consideration. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Tax Status: 2001 Ad Valorem Taxes are UNPAID. See tax bill print-out.
(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.

Memorandum
from the
Department of Public Works
Division of County Lands

Date: May 17, 2002

To: File

From: 

Robert G. Clemens,
Acquisition Program Manager

RE: Market Study: Flint Pen Strand, Project No. 0999
STRAP No. 21-47-26-00-00001.6010

The subject property is a \pm 2.5 acre parcel located in Section 21, Township 47 South, Range 26 East, Lee County, Florida.

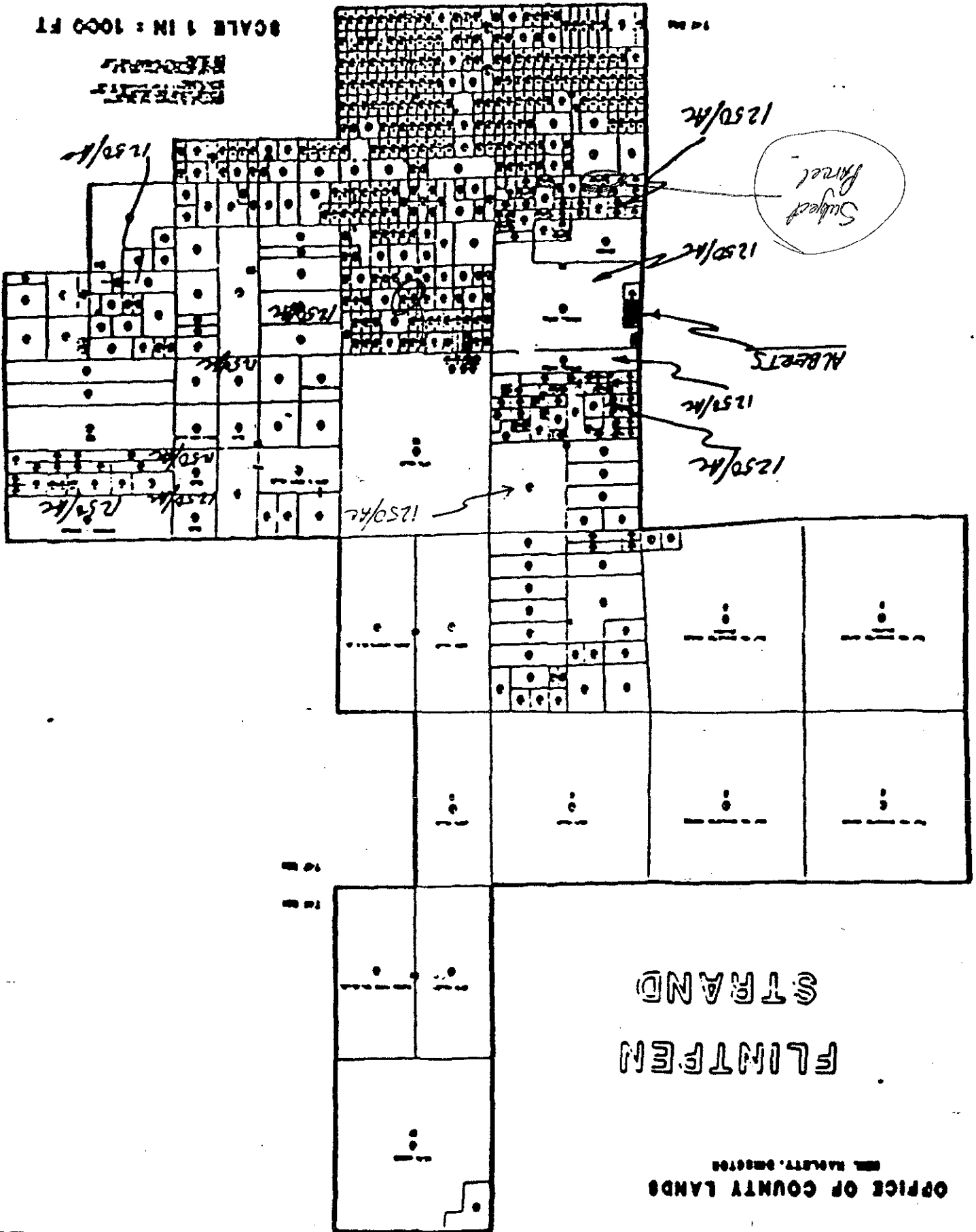
There were numerous sales ranging in size from 5 to 395+/- acres around the subject section. They have ranged in price from \$1,000.00 per acre to \$1,250.00 per acre.

The negotiated settlement of \$3,000.00 or \$1,200.00 per acre, for the \pm 2.5 acre subject, is at the upper end of the sales range.

5th & 5th MAP

SCALE 1 IN = 1000 FT

EXHIBIT
PLAT



Subject Parcel

1250/AC

1250/AC

ALBERTS

1250/AC

1250/AC

1250/AC

1250/AC

1250/AC

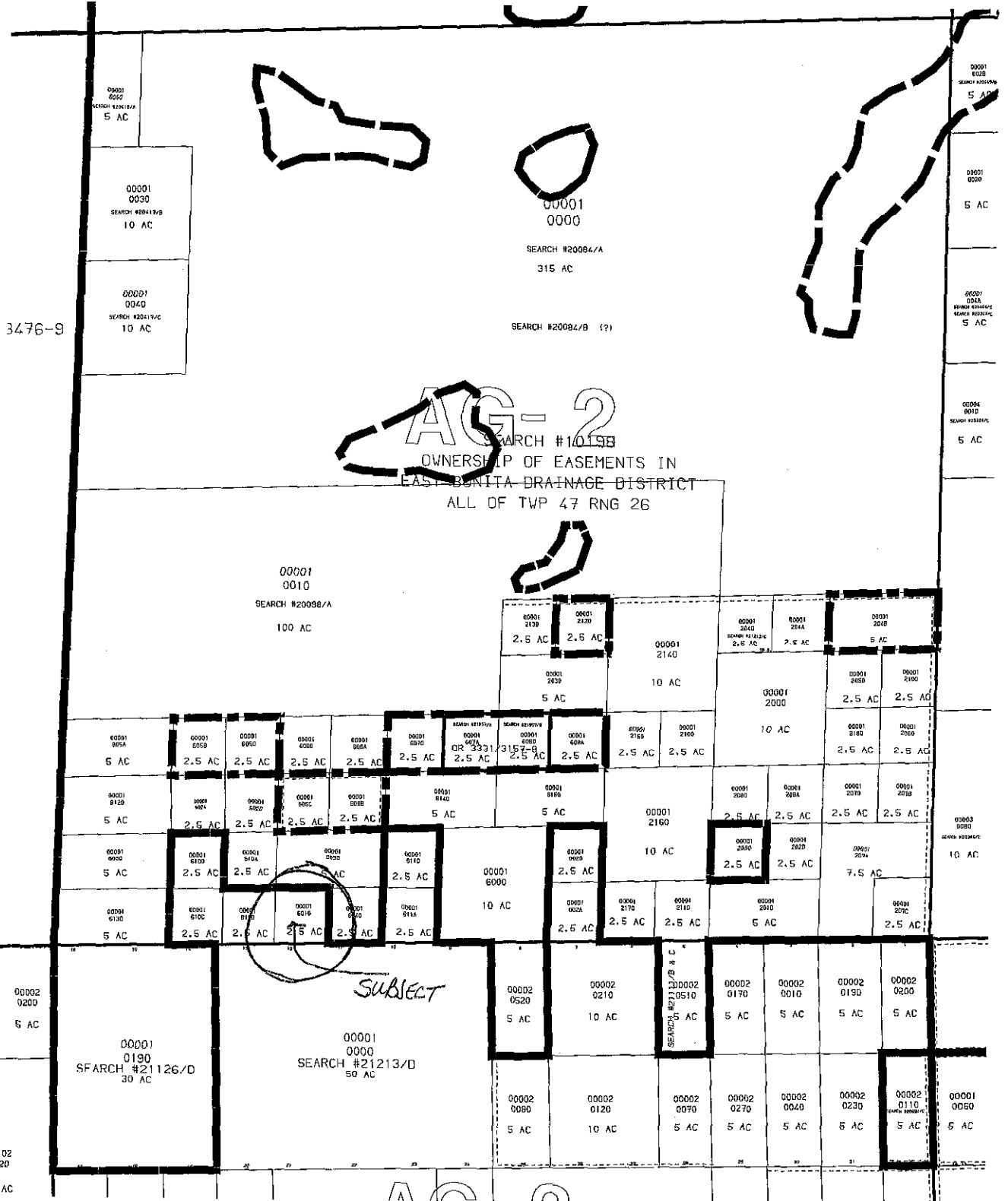
1250/AC

1250/AC

1250/AC

FLINTFEN STRAND

OFFICE OF COUNTY LANDS
MILWAUKEE, WISCONSIN



3476-9

AG-2
SEARCH #10198

OWNERSHIP OF EASEMENTS IN
EAST BONITA DRAINAGE DISTRICT
ALL OF TWP 47 RNG 26

00001
0010
SEARCH #20098/A
100 AC

00001
0000
SEARCH #20094/A
315 AC

SEARCH #20092/B (2)

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SEARCH #21126/D
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00001
0000
SEARCH #21213/D
50 AC

SUBJECT

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0210
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0510
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02
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A

5-Year SALES HISTORY

Parcel STRAP No. 21-47-26-00-00001.6010

CREW Project No. 999

No Sales in the last 5 years.