

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

Blue Sheet No. 20021274

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of a ± 40 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 ± 40 acres, within CREW boundaries, for \$50,000.00 plus costs to close.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 3

CLG

3. MEETING DATE:

11-19-2002

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
- RC 10-30-02
KLF*

7. BACKGROUND: The Division of County Lands is seeking to acquire a ± 40 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 ± 40 acre parcel located in Section 14, Township 47 South, Range 26 East, Lee County, Florida.

The owner, Janet Blumert, has agreed to sell the subject parcel to the County for \$50,000.00. This amount is at the upper end of the range paid for similar properties.

Necessary fees to close will be approximately \$1,000.00.

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
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>AD 10/31</i>	<i>AD 11-5-02</i>	<i>11-5-02</i>	<i>11/7/02</i>	<i>11/10/02</i>	<i>11-5/02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *10/31/02*
Time: *4:18 PM*
Forwarded To:
Admin
11-4-02 11:00

**RECEIVED BY
COUNTY ADMIN.**
11-4-2:25
COUNTY ADMIN.
FORWARDED TO: *BL*
11-7-11:30

This document prepared by
Lee County Public Works
County Lands Division
Project: CREW, NO. 0999
Parcel: -
STRAP No.: 14-47-26-00-00001.0010

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 _____, 1999 by and between Janet Blumert, hereinafter referred to as SELLER, whose address is 1101 5th Avenue S, Naples, FL 34102, 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 40 acres more or less, and located at Section 14, 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") shall be Fifty Thousand and 00/100 Dollars (\$50,000.00), payable at closing by County warrant.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
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3. **EVIDENCE OF TITLE:** BUYER shall 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 \$50,000.00 from a title company acceptable to BUYER. Such commitment shall be accompanied by one copy of all documents which constitute exceptions to the title commitment. Such commitment shall 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, shall 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 shall 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
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6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER shall pay for:

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

7. **TAXES:** SELLER shall 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 shall 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 shall notify SELLER in writing of the defects and SELLER shall make a prompt and diligent effort to correct such defects. If SELLER fails to make such 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 such survey to be performed. If such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/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 such 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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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 shall 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer shall constitute an Agreement for the purchase and sale of the Property which shall 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 shall 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 shall 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, shall control all printed provisions in conflict therewith.

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

18. SPECIAL CONDITIONS (Continued): SELLER intends to purchase co-owner's and/or assigns' interest in the subject property. However, if SELLER is unable to purchase this interest and/or clear fee title to subject property, SELLER or BUYER may terminate this Agreement without obligation to the other.

WITNESSES:

SELLER:

Janet Blumert
Janet Blumert
10-14-02

DATE

CHARLIE GREEN, CLERK

BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____ (DATE)
DEPUTY CLERK

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY


COUNTY ATTORNEY (DATE)

EXHIBIT 'A'

The Southeast 1/4 of the Southwest 1/4, in Section 14, Township 47 South, Range 26 Lee County, Florida. SUBJECT to easements restrictions of record.

Memorandum
from the
Division of County Lands

To: File

Date: October 29, 2002
From: 

Robert G. Clemens
Acquisition Program Manager

Re: Title File - Blumert
STRAP No. 14-47-26-00-00001.0100

The above referenced subject is owned by Janet Blumert, as to a 50% interest, Susan Hall, as to a 25% interest, and Wilma Bethea, Trustee, as to a 25% interest. Janet Blumert is in the process of purchasing the 50% interest held by Hall and Bethea. A title commitment will be ordered prior to closing between the County and Blumert. Upon Blumert acquiring 100% interest in the subject, the County will proceed to closing.

The last two documents of record showing ownership, as of October 28, 2002, are attached; OR Book 2223, PG 2970 and OR Book 3475, PG 4279.

LEE COUNTY PROPERTY APPRAISER - NAME & LEGAL

STRAP: 14 47 26 00 00001 0100
 BLUMERT JANET W 50% INT +
 HALL SUSANA 25% INT + BETHEA
 1101 5TH AVE S
 NAPLES

DOR...: 96 SEWAGE DISP,WASTE LANDS
 LOC...:
 LEGAL1: SE 1/4 OF SW 1/4
 LEGAL2: |
 LEGAL3:

FL HWDWXA

34102 N/R:
 *** VALUES *** *** EX VALUES ***
 JUST: 40,000 AG.:
 ASSD: 40,000 HX.:
 TXBL: 40,000 WID:
 BLDG: 0 DIS:
 LAND: 40,000 WLY:
 NCST: 0 ENG:
 PVAL: WDR:
 SOH : DIFF:

UNIT MEAS.: AC #UNITS...: 40.00
 1ST TAX YR: 0 FRONTAGE: 0
 YR SPLIT...: DEPTH...: 0
 YR CREATED: 1900 E/I NUM.:
 ENERGY CD.: S/D VAL.:
 ENERGY YR.: S/D CODE:
 APRVED BY.: DSC.....:
 TAX DIST...: ZONING...: AG-2
 PRIOR DOR.: PEND.....:
 PRIOR STRP: 00-00-00-00-00000.0000

SITE: 0 ACCESS UNDETERMINED 34135

#	SALE PRICE	D.O.S.	BOOK	PAGE	TC	VI
1:	100	06/01	3475	4279	03	V
2:	31,500	05/91	2223	2970	01	V

PAGE: 2977 MAINT DATE
 LINE: 350 SITE:
 HIST DIST: N NAL.:
 MAF.:
 PAV.:

NBHD CODE: 481010
 NBHD DESC: 6 LS

91 MAY 28 PM 12:36

Le. 00
12.25

This instrument was prepared by:

3028986

Name Daniel E. Conley
Address 5600 Trail Blvd., #2
Naples, FL 33961

OR 2223 PG 2970

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this _____ day of May, 19 91, Between
MICHAL BLUMERT and JANET W. BLUMERT, husband and wife

of the County of COLLIER, State of FLORIDA, grantor, and
JANET W. BLUMERT, one-half interest and M. CECIL HALL, TRUSTEE, one-half interest,
as Tenants in Common

whose post office address is 1230 Immokalee Road, Naples, FL 33942

of the County of COLLIER, State of FLORIDA, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of TEN AND NO/100-----

Dollars,
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following
described land, situate, lying and being in LEE County, Florida, to-wit:

RECORD VERIFIED - Cash in City, Clerk
BY T.R. BATTLE, D.C.

Southeast 1/4 of Southwest 1/4 of Section 14, Township 47 South, Range 26 East,
Lee County, Florida.

SUBJECT TO easements, restrictions and reservations of record and real estate
taxes for 1991 and subsequent years.

Documentary Tax \$ 173.25
County Tax \$ _____
City Tax \$ _____
State

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written,
Signed, sealed and delivered in our presence:

Daniel E. Conley
Judith J. Peoff

M. Cecil Hall (Seal)
MICHAL BLUMERT (Seal)
Janet W. Blumert (Seal)

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared
MICHAL BLUMERT and JANET W. BLUMERT, husband and wife

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that
they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of May
19 91

Daniel E. Conley
Notary Public

My commission expires 11-11-92

(SEAL)

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL
CIRCUIT IN AND FOR COLLIER COUNTY, FL

INSTR # 5222447
OR BK 03475 PG 4279

RECORDED 03/29/01 09:25 AM
CHARLE GREEN CLERK OF COURT
LEE COUNTY

PROBATE DIVISION

RECORDING FEE 10.50
DEPUTY CLERK L Parent

IN RE: ESTATE OF MELVIN CECIL HALL,	FILE NO. 97-1106-CP-02
DECEASED.	JUDGE: BROUSSEAU

**PERSONAL REPRESENTATIVE'S RELEASE
AND CERTIFICATE OF DISTRIBUTION OF REAL PROPERTY**
(SINGLE INDIVIDUAL PERSONAL REPRESENTATIVE)

The undersigned, WILMA BETHEA, whose post office address is P.O. Box 3353, Immokalee, Florida 34143, as Personal Representative of the estate of MELVIN CECIL HALL, deceased, hereby acknowledges that title to the real property located in Lee County, Florida, owned by the decedent at the time of death, described as follows:

50% interest in Southeast 1/4 of the Southwest 1/4 of Section 14, Township 47 South, Range 26 East, Lee County, Florida.

Property Appraiser's Parcel Identification Number 14-47-26-00-00001.0100 (the "Property"), vested in SUSANA HALL as to a 25% interest, whose post office address is 1926 Vilsand Avenue, Naples, Florida; and WILMA BETHEA Trustee of the Hall Family Trust U/W Melvin Cecil Hall, as to a 25% interest, whose post office address is P.O. Box 3358, Immokalee, Florida 34143 (the "Beneficiary" or "Beneficiaries") by operation of law as of the date of the decedent's death pursuant to Florida law as will more fully appear from the proceedings in the Circuit Court for Collier County, Florida, Probate Division, in File No. 97-1106-CP-02-TB, subject to rights of the Personal Representative under Sections 733.607 and 733.608 of the Florida Probate Code to take possession or control of the Property, or to use, sell, encumber or otherwise exercise control over the Property (1) for payment of devises, debts, family allowance, estate and inheritance taxes, claims, charges, and expenses of administration, (2) to enforce contribution and equalize advancement, or (3) for distribution.



Having determined that the Property is not needed for any of the foregoing purposes, except distribution, and that the Property should be released and distributed to the Beneficiary or Beneficiaries, the Personal Representative hereby releases the Property from all rights and powers of the Personal Representative and acknowledges that the Property is vested in SUSANA HALL, as to a 25% interest, and WILMA BETHEA, Trustee of the Hall Family Trust U/W Melvin Cecil Hall as to a 25% interest, free of all rights of the Personal Representative.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the estate of the Decedent, has executed this instrument on June 14th, 2001.

Executed in the presence of:

Mary O. Orlay
Witness

Wilma Bethea
WILMA BETHEA, as Personal Representative
of the estate of MELVIN CECIL HALL, deceased

Tianno M. Johnson
Witness

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on June 14th, 2001, by WILMA BETHEA, as Personal Representative of the estate of MELVIN CECIL HALL, deceased, who is personally known to me X or who produced _____ as identification.

Tianno M. Johnson

Notary Public, State of Florida (Affix seal)
My Commission Expires
My Commission Number is:
[Print or type names under all signature lines.]

This instrument prepared by
CHARLES M. KELLY, JR., Esq.
✓ Kelly & Passidomo LLP
2640 Golden Gate Parkway, Suite 300
Naples, FL 34105
Telephone (941) 261-3452



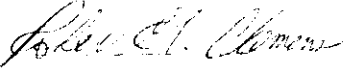
Tianno M. Johnson
MY COMMISSION # CE007572 EXPIRES
January 9, 2002
EO 12812-2 (UNCLASSIFIED)



Memorandum
from the
Division of County Lands

Date: October 29, 2002

To: File

From: 
Robert G. Clemens,
Acquisition Program Manager

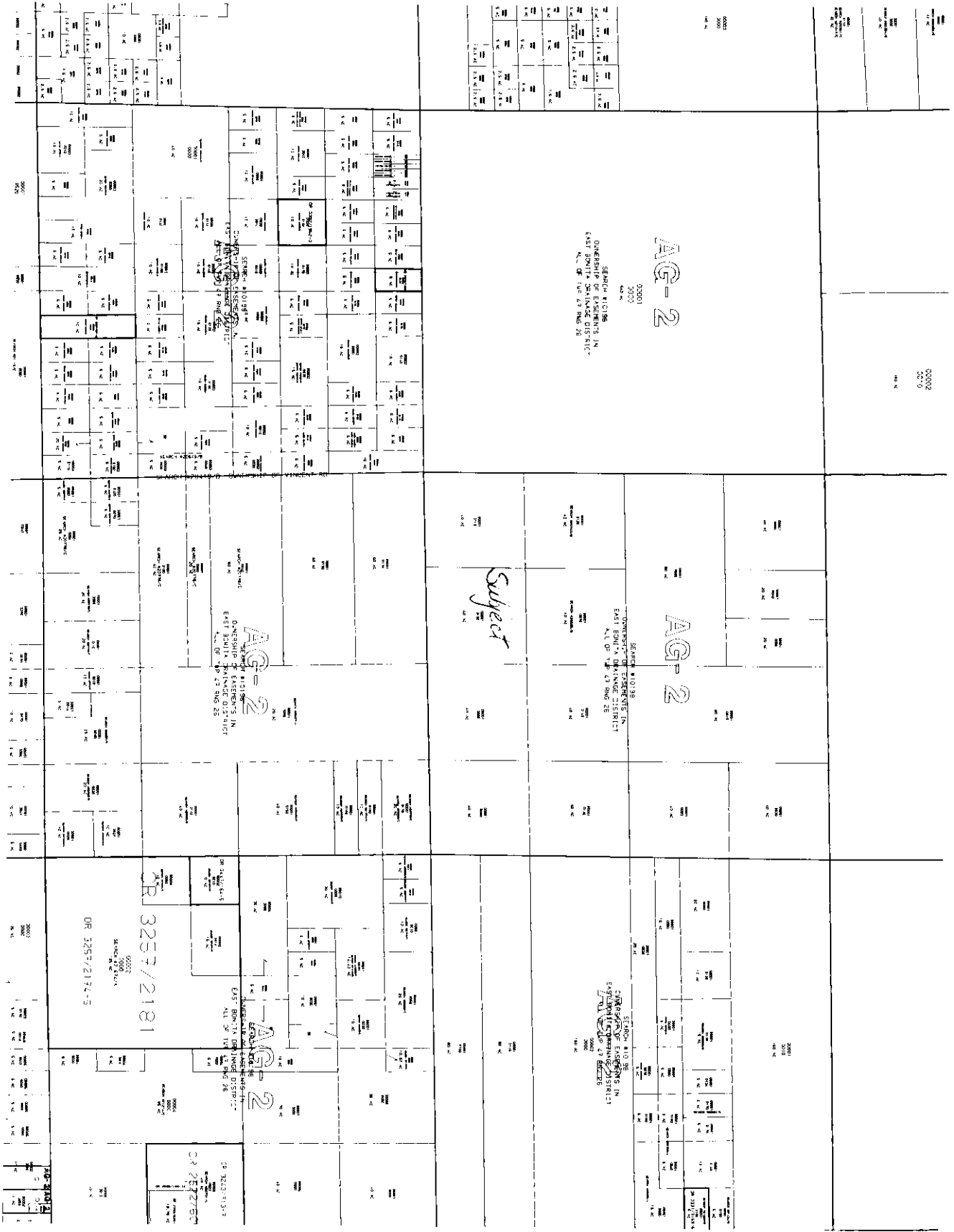
RE: Market Study: Flint Pen Strand, Project No. 0999
STRAP No. 14-47-26-00-00001.0100

The subject property is a ± 40 acre parcel located in Section 14, 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 \$50,000.00 or \$1,250.00 per acre, for the ± 40 acre subject, is at the top of the sales range.

N
1



SEARCH #1038
DANESHIP OF EXEMPTS IN
EAST BOWEN DRIVE DISTRICT
ALL OF THE 29 RING 28

AG-2

SEARCH #1039
DANESHIP OF EXEMPTS IN
EAST BOWEN DRIVE DISTRICT
ALL OF THE 29 RING 28

AG-2

SEARCH #1040
DANESHIP OF EXEMPTS IN
EAST BOWEN DRIVE DISTRICT
ALL OF THE 29 RING 28

AG-2

Subject

CR 3257/2181

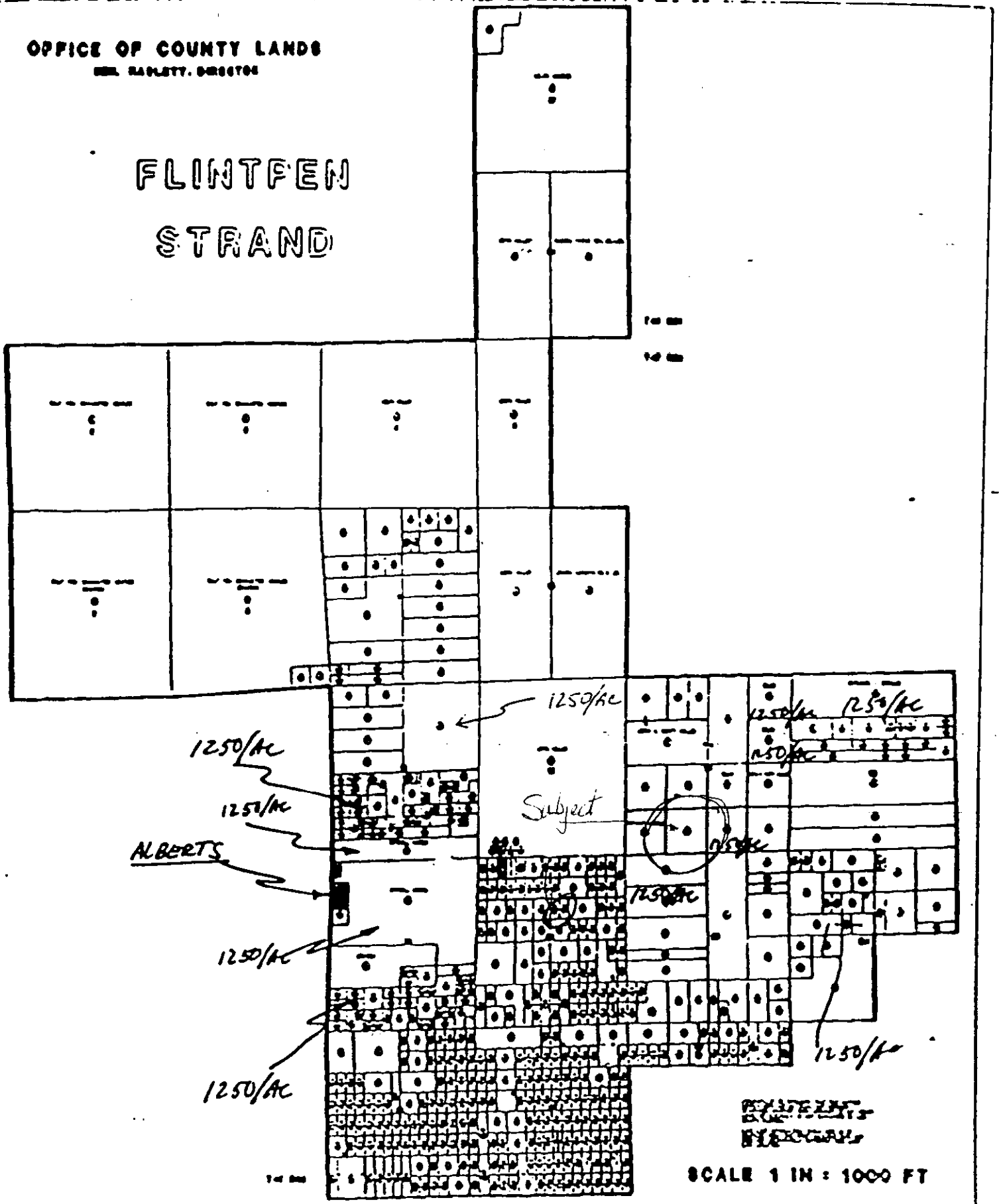
CR 3257/2174-5

CR 3277/57

CR 3281/51

OFFICE OF COUNTY LANDS
HILL HANLEY, DIRECTOR

FLINTFEN STRAND



SHOS MAP

5-Year Sales History

CREW Project, No. 999
No. 14-47-26-00-00001.0100

Grantor	Grantee	Price	Date	Arms Length Y/N
Estate of Melvin Cecil Hall, deceased; ½ Interest	Susan Hall, 25% interest and Wilma Bethea, 25% interest	\$100	6/14/01	N
Michal and Janet Blumert, h&w	Janet Blumert and M. Cecil Hall	\$ 31,500	5/28/91	N