

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

Blue Sheet No. 20040533

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of the Pham Parcel, Plantation Extension Project No. 4065, in the amount of \$35,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

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

WHAT ACTION ACCOMPLISHES: The purchase of the property during the voluntary acquisition phase of the project.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 2 *C6A*

3. MEETING DATE: *06-01-2004*

4. AGENDA:

<input checked="" type="checkbox"/>	CONSENT
<input type="checkbox"/>	ADMINISTRATIVE
<input type="checkbox"/>	APPEALS
<input type="checkbox"/>	PUBLIC
<input type="checkbox"/>	WALK ON
<input type="checkbox"/>	TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

<input checked="" type="checkbox"/>	STATUTE	125
<input type="checkbox"/>	ORDINANCE	
<input type="checkbox"/>	ADMIN. CODE	
<input type="checkbox"/>	OTHER	

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER _____
 B. DEPARTMENT Independent *JK*
 C. DIVISION County Lands *5-11-04*
 BY: Karen L. W. Forsyth, Director *de*

7. BACKGROUND:

Negotiated for: Lee County DOT
Interest to Acquire: Fee interest in 0.30 acres of vacant property.
Property Details:

Owner: Minh Hong Pham and Pham Thi Minh-Nguyet
Address: 6508 Abbott Street, Fort Myers
STRAP No.: 06-45-25-03-00004.0110

Purchase Details:

Purchase Price \$35,000 (\$2.70 per square foot)
Costs to Close \$1,000

Appraisal Information:

An appraisal has not been obtained on this property. Market Data indicates sales range from \$2.00 to \$3.53 per square feet in this area.

Staff Recommendation: Staff recommends the Board approve the requested motion.

Account: 20406518804.506110 Capital Improvement; Plantation Extension; Impact Fees South Fort Myers; Land Purchases

Attachments: Purchase & Sale Agreement (2 originals), Location Map, Title Commitment, Market Data Grid, Sales History.

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>Robert Clowers for Karen Forsyth</i>			<i>DAD 5/18/04 5/19/04</i>	<i>John J Thigpen 5-18-04</i>	<i>OA 5-18-04</i>	<i>OM 5/19/04</i>	<i>Risk 5/19/04</i>	<i>GC 5/19/04</i>	<i>5/19/04 [Signature]</i>

10. COMMISSION ACTION:

_____ **APPROVED**
 _____ **DENIED**
 _____ **DEFERRED**
 _____ **OTHER**

REC'D.
 BY CO. ATTY.
5/18/04
 2:40 PM
 CO. ATTY.
 FORT MYERS, FL
5/18/04 3:04

**RECEIVED BY
COUNTY ADMIN:** *CM*
5/18/04
 4:15 pm S.L.T.
 COUNTY ADMIN
 FORWARDED TO:
5/19/04
 5 pm

This document prepared by

Lee County

County Lands Division

Project: Plantation Extension, No. 4065

Parcel: Pham

STRAP No.: 06-45-25-03-00004.0110

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 _____, 2004 by and between **Minh Hong Pham and Pham Thi Minh-Nguyet**, hereinafter referred to as SELLER, whose address is 4449 East Riverside Drive, Fort Myers, FL 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 vacant land consisting of 0.30 acres more or less, and located at 6508 Abbott Street, Fort Myers, FL and more particularly described as Lots 11 and 12, Block 4, Florimond Manor, Section 6, Township 45 South, Range 25 East, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 7, Page 6, hereinafter called "the Property" This property will be acquired for the Plantation Extension Project, No. 4065, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Thirty-five Thousand and No/100 dollars (\$35,000.00) 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 pay for title insurance Owner's Policy in the amount of \$35,000.00, 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, 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);
- (c) all closing and search fees charged by the title company.

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, 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 hereby warrants and represents to the best of their knowledge 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 to the best of their knowledge that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants to the best of their knowledge 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. If this agreement is not executed within 60 days from the date signed by the SELLER, SELLER may terminate this Agreement without obligation. 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 signed by the buyer. 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.

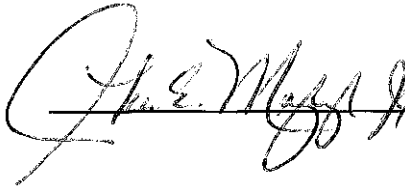
15. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

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:



CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:


Minh Hong Pham 4/23/04
(DATE)


Pham Thi Minh-Nguyet 4/23/04
(DATE)

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

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

This document prepared by

Lee County

County Lands Division

Project: Plantation Extension, No. 4065

Parcel: Pham

STRAP No.: 06-45-25-03-00004.0110

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

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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:

John E. Meyer Jr.

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Minh Hong Pham 4/23/04
Minh Hong Pham (DATE)

Pham Thi Minh-Nguyet 4/23/04
Pham Thi Minh-Nguyet (DATE)

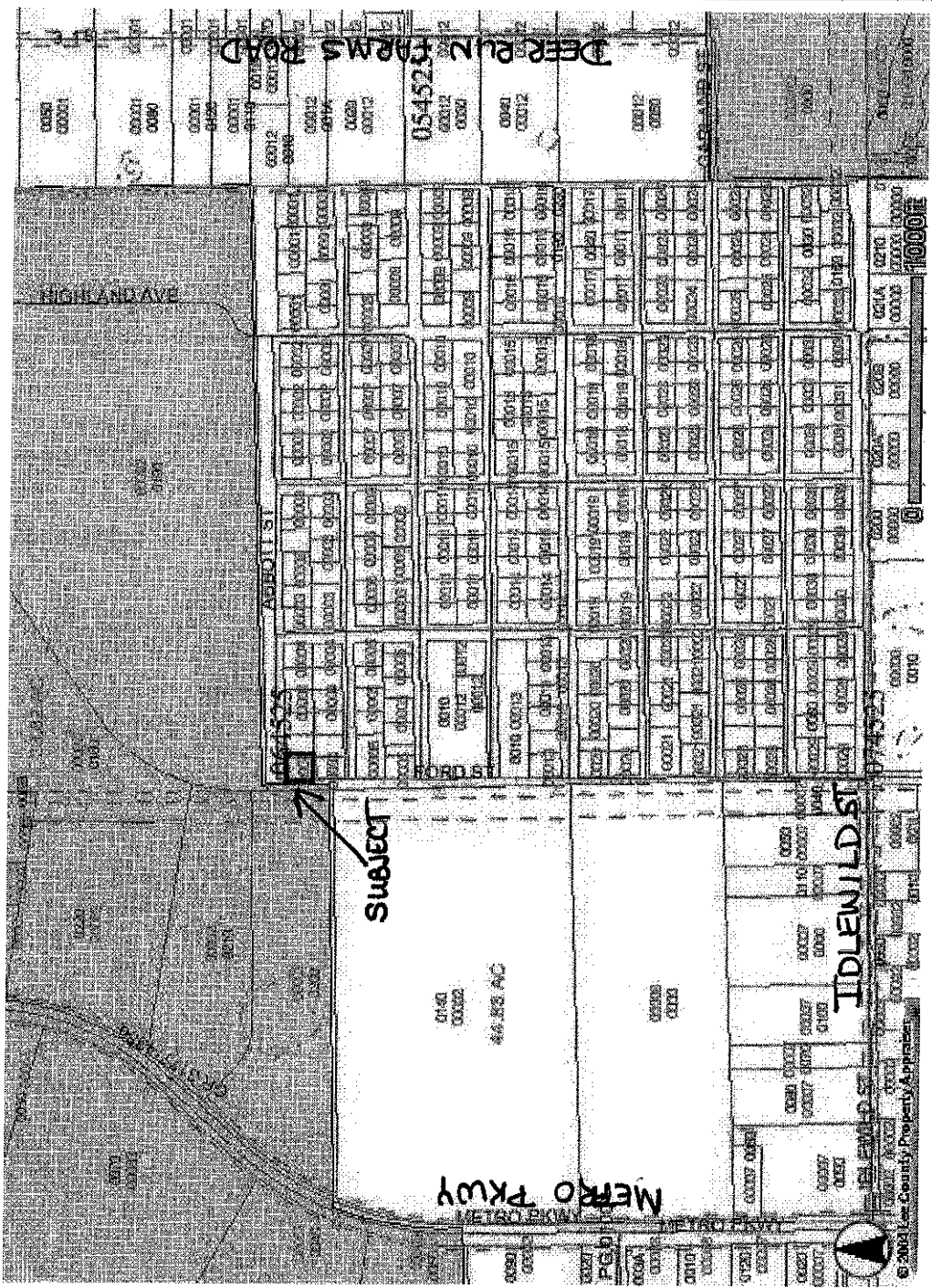
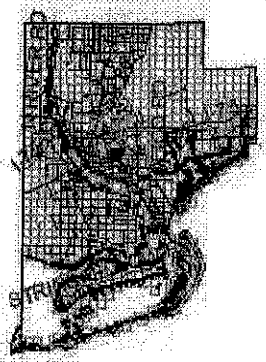
BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Pham Parcel - Plantation Extension Project 4065



FATIC-213X
ALTA Commitment (1982)

First American Title Insurance Company

SCHEDULE A

Issuing Office File No: 040913WJ

1. Commitment Date: 04/21/04
08 : 00.00 a.m.

2. Policy or Policies to be issued:

(a) Owner's Policy (Identify policy type below) Policy Amount: \$ 35,000.00

Proposed Insured:

Lee County, a Political Subdivision of the State of Florida

(b) Loan Policy (Identify policy type below) Policy Amount: \$

Proposed Insured:

(c) Other (Identify policy type below) Policy Amount: \$

Proposed Insured:

3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
The Heirs and Devisees of the Estate of Williams G. Damroth, deceased and Minh Hong Pham, a married man and Pham Thi Mihn-Nguyet

4. The land referred to in this Commitment is described as follows:
Lot 11 and 12, Block 4 of FLORIMOND MANOR, according to the Plat thereof as recorded in Plat Book 7, Page(s) 6, of the Public Records of Lee County, Florida.

Issue Date: 05/05/04

GULFSTREAM TITLE LLC

(Insert above line name of Agent)

By

Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

First American Title Insurance Company

SCHEDULE B-SECTION I REQUIREMENTS

Issuing Office File No.: 040913WJ

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
5. Warranty Deed conveying the land from The Heirs and Devisees of the Estate of Williams G. Damroth, deceased and Minh Hong Pham, a married man and Pham Thi Mihn-Nguyet, with a non-homestead clause, to Lee County, a Political Subdivision of the State of Florida.
6. File probate proceedings in Re the Estate of William G. Damroth, in the Probate Division of the Lee County Circuit Court, State of Florida. The Company reserves the right to make such additional requirements as it may deem necessary.

Note: In a testate estate, the following documents from the court file should be recorded: the Petition to Admit the Will to Probate, the Will, Order Admitting the Will to Probate, Letters of Administration, Proof of Public Notice to Creditors, Federal and State Estate Tax Clearances, Order of Distribution, if any, and Order of Discharge. In an intestate estate, the Petition for Letters of Administration should be recorded along with all of the items mentioned above, with the exception of the Petition to Admit the Will to Record, the Will, and the Order Admitting the Will to Probate.

7. Record Affidavit of Non-Homestead for Pham Thi Minh-Nguyet to correct lack of joinder of spouse or non-homestead clause in Deed from Pham Thi Minh-Nguyet, a married woman to Minh Hong Pham, a married man and Pham Thi Minh-Nguyet, recorded in Book 2381, Page 1964.
8. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, and Water, Sewer and Trash Removal Charges, if any, have been paid.
9. Note: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's

See Continuation Sheet

CONTINUATION SHEET

(SCHEDULE B-I CONTINUED)

FILE NO: 040913WJ

review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.

10. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

FATIC-216X
ALTA Commitment (1982)
(with printed mineral exception)

First American Title Insurance Company

SCHEDULE B - SECTION 2 EXCEPTIONS

Issuing Office File No.: 040913WJ

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any rights, interests, or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2004 and subsequent years.
8. Note: The 2003 ad valorem taxes show DELINQUENT in the gross amount of \$0.38 for Tax Identification No. 06-45-25-03-00004.0110. Assessed value: \$7,500.00
9. Deed of Restrictions for Florimond Manor of Oakbrook, as recorded in Book 1759, Page 989, and as amended in Book 1833, Page 1787, and in Book 2156, Page 2642, and in Book 2172, Page 2967, and in Book 2561, Page 3498, and as subsequently amended or modified, of the Public Records of Lee County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of FLORIMOND MANOR, as recorded in Plat Book 7, Page(s) 6, of the Public Records of Lee County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Easement of five feet (5') for public utilities, along the rear boundary of all lots, according to the plat thereof, as recorded in Plat Book 7, Page 6, of the Public Records of Lee County, Florida.

See Continuation Sheet

CONTINUATION SHEET
(SCHEDULE B-II CONTINUED)

FILE NO: 040913WJ

12. Oil, gas and mineral reservations contained in Deed from Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 208, Page 58, of the Public Records of Lee County, Florida. The right of entry as to such rights has been released pursuant to Chapter 86-205, Laws of Florida, which amends Section 270.11, F.S.

13. Oil, gas and mineral lease recorded in Miscellaneous Book 30, Page 538, of the Public Records of Lee County, Florida.

Market Data

Parcel Pham
Burnt Store Road Widening Project No. 4088
06-45-25-03-00004.0110
13,000 square feet
\$35,000 (\$2.70 per square foot)

STRAP	Property Type	Purchase Date	Purchase Price	Square Footage	Price/ SqFt
06-45-25-03-00005.0030	Vacant	1/30/04	\$26,000	13,000	\$2.00
06-45-25-03-00006.0070	Vacant	1/20/04	\$44,900	13,000	\$3.45
06-45-25-03-00012.0220	Vacant	2/2/04	\$40,000	19,500	\$2.05
06-45-25-03-00004.0230	Vacant	2/20/04	\$45,900	13,000	\$3.53
06-45-25-03-00013.0010	Vacant	3/7/04	\$28,500	13,000	\$2.19
06-45-25-03-00006.0110	Vacant	3/15/04	\$45,900	13,000	\$3.53
Average		(2-lot site)	\$36,300	(per sq.ft.)	\$2.80

5-Year Sales History

Parcel: Pham 06-45-25-03-00004.0110

Plantation Extension Project, No. 4065

NO SALES in PAST 5 YEARS