

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

Blue Sheet No. 20040789

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize: (1) approval of Purchase Agreement for acquisition of Parcel 106, Three Oaks Parkway South, Project 4069, in the amount of \$3,000.00; 2) Chairman, on behalf of the Board, to sign the Purchase Agreement; (3) payment of costs to close; and (4) the Division of County Lands to handle and accept all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY:

The Board must accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES:

Allows the County to proceed with the project without resorting to Eminent Domain proceedings.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #5**

C6A

3. MEETING DATE:

08-03-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE 125
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

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

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple; 300 square feet

Property Details:

Owner: Limetree Partners, a Florida general partnership
Address: 21750 Three Oaks Parkway, Estero
STRAP No. 34-46-25-01-0000C.0010

Purchase Details

Purchase Price: \$3,000.00
Costs to Close: Approximately \$1,700.00, including \$1,250.00 for seller's attorney fees.

Staff Recommendation: Considering the costs associated in obtaining an appraisal of between \$1,500 and \$2,000 and condemnation proceedings estimated to be between \$4,000 - \$7,000, excluding the land value, Staff recommends the Board approved the Requested Motion.

Account: 20406918803.506110

20 - Capital Improvement Projects; 4069 - Three Oaks Extension; 18803 - Impact Fee - Rd. - East Lee County

Attachments: Purchase Agreement; Affidavit of Interest in Real Property; Updated Title Search; 5-Year 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>K. Forsyth</i>			<i>BAD 7/13/04</i>	<i>Robert Bishop 7/15/04</i>	OA <i>7/19/04</i>	OM <i>7/19/04</i>	Risk <i>7/19/04</i>	GC <i>7/19/04</i>	<i>HS 7/20/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *7/19/04*
 Time: *1:35 pm*
 Forwarded To:
C. H. ...
7/19/04

RECEIVED BY
 COUNTY ADMIN
7/19/04
 3:00 pm
 COUNTY ADMIN
 FORWARDED TO:
7/20/04
SPM

This document prepared by

Lee County Division of County Lands
and revised by Charles J. Basinait
of Henderson, Franklin, Starnes & Holt, P.A.
Project: Three Oaks Parkway Project, No. 4069
Parcel: 106
STRAP No.: 34-46-25-01-0000C.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 3RD
day of JUNE, 2004, by and between LIME TREE PARTNERS
_____, hereinafter referred to as SELLER, whose address is
414 Rosemeade Lane, Naples, Florida 34105, 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,
contingent upon SELLER's purchase of the subject property by July 30, 2004, to sell
and BUYER agrees to purchase, subject to the terms and conditions set forth below, a
parcel of land consisting of .007 acres more or less, and located at 21750 Three Oaks
Parkway, Estero, Florida 33928 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 Three Oaks Parkway Project, No. 4069, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Three Thousand and no/100 dollars (\$3,000.00), 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 provide title insurance Owner's Policy in the amount of 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. 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) utility services up to, but not including the date of closing;

(c) taxes or assessments for which a bill has been rendered on or before the date of closing;

(d) payment of partial release of mortgage fees, if any;

(e) SELLER's attorney fees, if any, in excess of \$1,250.00.

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

(a) Recording fee for deed;

(b) survey, (if desired by BUYER);

(c) SELLER's attorney fees of \$1,250.00;

(d) Documentary stamps on deed.

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, to the best of its knowledge and belief, 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 its knowledge and belief, 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 its knowledge and belief, 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. To the best of its knowledge and belief, 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 its knowledge and belief, 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 its knowledge and belief, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of its knowledge and belief, there is no evidence of release of hazardous materials onto or into the Property.

The SELLER also represents that, to the best of its knowledge and belief, 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.

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 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.

(a) BUYER at closing is to pay reasonable attorney fees of \$1,250.00 (\$250/per hour) incurred by SELLER. SELLER to furnish itemized statement from its attorney.

WITNESSES:

Marilyn Moats
Marilyn Moats
Printed Name
Essie Senaya
ESSIE SENAYA
Printed Name

SELLER:

Richard J. Plesner 6-3-04
Signature (DATE)
Richard J. Plesner
Name & Title
MGM ptwn.

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)

#1226389v1

PARCEL: 106
STRAP: 34-46-25-01-0000C.0010
Project: Three Oaks Parkway Widening, No. 4069

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ____ day of ____
____, 20____ 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:

Limetree Partners, a Florida General Partnership, ~~951 Suncy Lane, North Brook, IL 60062~~, and/or 414 Rosemeade Lane, Naples, Florida 34105 *RJC*

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. Richard J. Clesen 414 ROSEMEADE LN Naples FL. 34105
2. PAUL CHARLEBOIS 191 EDGEWATER WAY S. Naples FL. 34105
3. _____
4. _____
5. _____
6. _____

The real property to be conveyed to Lee County is known as: See Exhibit "A" attached, a/k/a Strap #34-46-25-01-0000C.0010

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

[Signature]
Witness Signature

JULIE A. PETER
Printed Name

[Signature]
Signature of Affiant

RICHARD J. CLESEN
Printed Name

[Signature]
Witness Signature

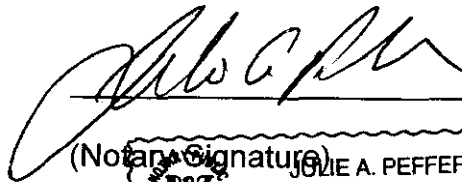
SANDI ESPION
Printed Name

Affidavit of Interest in Real Property
PARCEL: 106
STRAP: 34-46-25-01-0000C.0010
Project: Three Oaks Parkway Widening, No. 4069

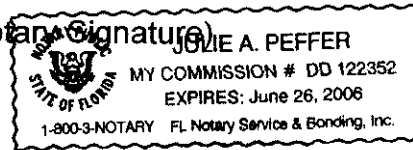
STATE OF Florida
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 17th day of June, 2004 by Richard J. Clesen
(name of person acknowledged)

(SEAL)



(Notary Signature)



(Print, type or stamp name of Notary)

Personally known _____
OR Produced Identification _____
Type of Identification Driver's License

Division of County Lands

Second Updated Ownership and Easement Search

Search No. 21915/B

Date: July 6, 2004

Parcel: 106

Project: Three Oaks Parkway Extension South, Project 4069

To: Michael J. O'Hare, SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS 
Property Acquisition Assistant

STRAP: 34-46-25-01-0000C.0010

Effective Date: July 1, 2004, at 5:00 p.m.

Subject Property: Lot 1, Block "C", of that certain subdivision known as Florida Gulf Land Company's Subdivision, 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 1, Page 59.

Title to the subject property is vested in the following:

Limetree Partners, a Florida general partnership

By that certain instrument dated June 21, 2004, recorded July 1, 2004, in Official Record Book 4352, Page 2434, Public Records of Lee County, Florida.

Easements:

1. Perpetual non-exclusive easement as granted in the Order of Taking, recorded July 31, 1987, in Official Record Book 1933, Page 4091, Public Records of Lee County, Florida.

NOTE (1): Mortgage executed by Roy E. Tucker and Donna L. Tucker, husband and wife in favor of First Union National Bank dated April 2, 2001, recorded April 16, 2001, in Official Record Book 3395, Page 4484, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Limetree Partners, a Florida general partnership in favor of Roy E. Tucker dated June 29, 2004, recorded July 1, 2004, in Official Record Book 4352, Page 2435, Public Records of Lee County, Florida.

Tax Status: 2003 taxes have been paid in full.

(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.

5-Year Sales History

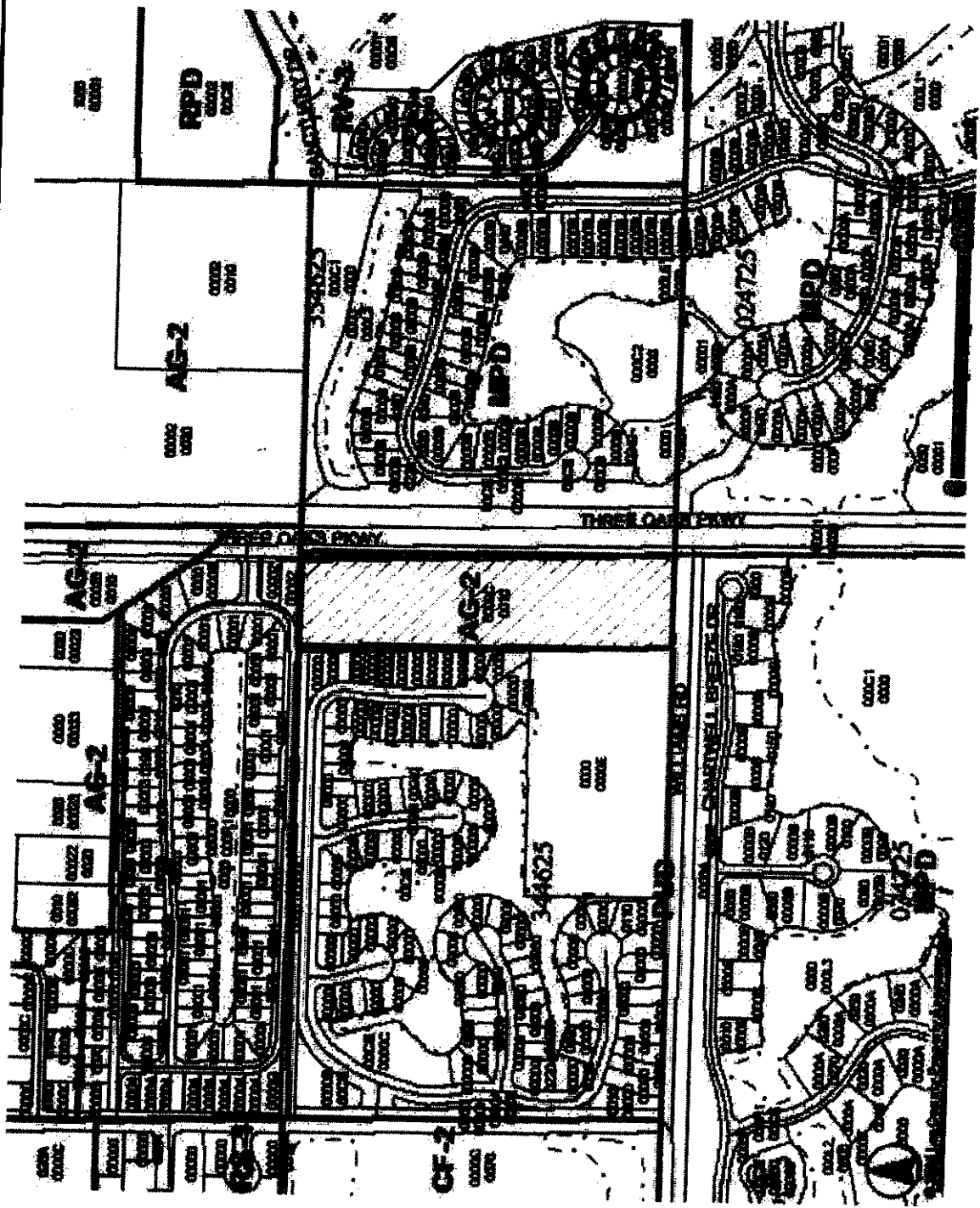
Parcel No. 106

Three Oaks Parkway South
Project No. 4069

Grantor	Grantee	Price	Date	Arms Length Y/N
Roy E. Tucker, an unmarried widower	Limetree Partners, a Florida general partnership	\$1,300,000*	7/01/04	Y

*Price reflects parent tract of 10.11 acres with residence.

Three Oaks Parkway Extension South, Parcel 106



- Legend**
- Subdivided Features
 - Street
 - Lot
 - Parcel
 - Parcel Number
 - Hydro Features
 - Road Center Line
 - Section Lines
 - Zoning - County
 - City Limits
 - Water Body
 - Canal
 - Footprint
 - Shade
 - Transit Right-of-Way