

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

Blue Sheet No. 20041590

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize: (1) Approval of Purchase Agreement for acquisition of Parcel 155, Burnt Store Road Widening Project No. 4088, in the amount of \$100,000.00; (2) the Chairman on behalf of the Board of County Commissioners to execute Purchase Agreement; and (3) payment of costs to close and 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: The purchase of the property during the voluntary acquisition phase of the project.

2. DEPARTMENTAL CATEGORY: COMMISSION DISTRICT #	06 1 and 4	<i>CL6A</i>	3. MEETING DATE: <i>12-21-2004</i>
4. AGENDA:	5. REQUIREMENT/PURPOSE: (Specify)		6. REQUESTOR OF INFORMATION:
<input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> STATUTE	125	A. COMMISSIONER
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ORDINANCE		B. DEPARTMENT <i>Independent</i>
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN. CODE		C. DIVISION <i>County Lands 11-30-04</i>
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> OTHER		BY: <i>Karen L. W. Forsyth, Director</i>
<input type="checkbox"/> WALK ON			
TIME REQUIRED:			

7. BACKGROUND:

Negotiated for: Lee County DOT and the City of Cape Coral
Interest to Acquire: Fee interest in 18,600 square feet of waterfront property.

Property Details:

Owner: I & E Group, Inc. a Florida Corporation
Address: 625 Burnt Store Road North, Cape Coral, FL 33993
STRAP No.: 08-44-23-C1-04012.0420

Purchase Details:

Purchase Price \$100,000.00 (\$5.38 per square foot)
Costs to Close \$500.00

Appraisal Information:

An appraisal has not been obtained on this property. Market Data indicates sales range from \$3.97 to \$6.75 per square foot for waterfront sites in this area. The property was recently purchased for construction of a model home, which will be avoided by the County's acquisition of the property.

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

Account: 20408830721.506110 CIP; Burnt Store Rd Right of Way; TCI-Surplus Capital Cape Coral; Land

Attachments: Purchase & Sale Agreement, Location Map, Title Search, 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
					OA	OM	Risk	GC	
<i>K. Forsyth</i>			<i>and 12-4</i>	<i>[Signature]</i>	<i>12-8-04</i>	<i>12/9/04</i>	<i>12/14/04</i>	<i>12/9/04</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: *12/16/04*
 Time: *3:15*
 Forwarded To:
 Admin.
12/18/04 3:15 PM

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
12/18/04
4:00 PM SLV
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
12/19/04
3PM

This document prepared by

Lee County
Division of County Lands
Project: Burnt Store Road Widening Project No. 4088
Parcel: 155
STRAP No.: 08-44-23-C1-04012.0420

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 22nd day of November, 2004 by and between I & E Group, Inc. a Florida Corporation, hereinafter referred to as SELLER, whose address is 1591 Hayley Lane, Suite 203, Fort Myers, FL 33907, 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 more particularly described as (see Exhibit "A"), hereinafter called "the Property". This property will be acquired for the Burnt Store Road Widening Project No. 4088, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Thousand and 00/100 dollars (\$100,000.00), payable at closing by County Warrant.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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3. **EVIDENCE OF TITLE:** BUYER will obtain at SELLER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the 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 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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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 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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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 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. 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
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18. SPECIAL CONDITIONS: Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:

I & E Group, Inc. a Florida Corporation

Henry Schmidt
Print Name Henry Schmidt

By: *[Signature]*
Harald Loidl, President

[Signature]
Print Name David D. Deetschek

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

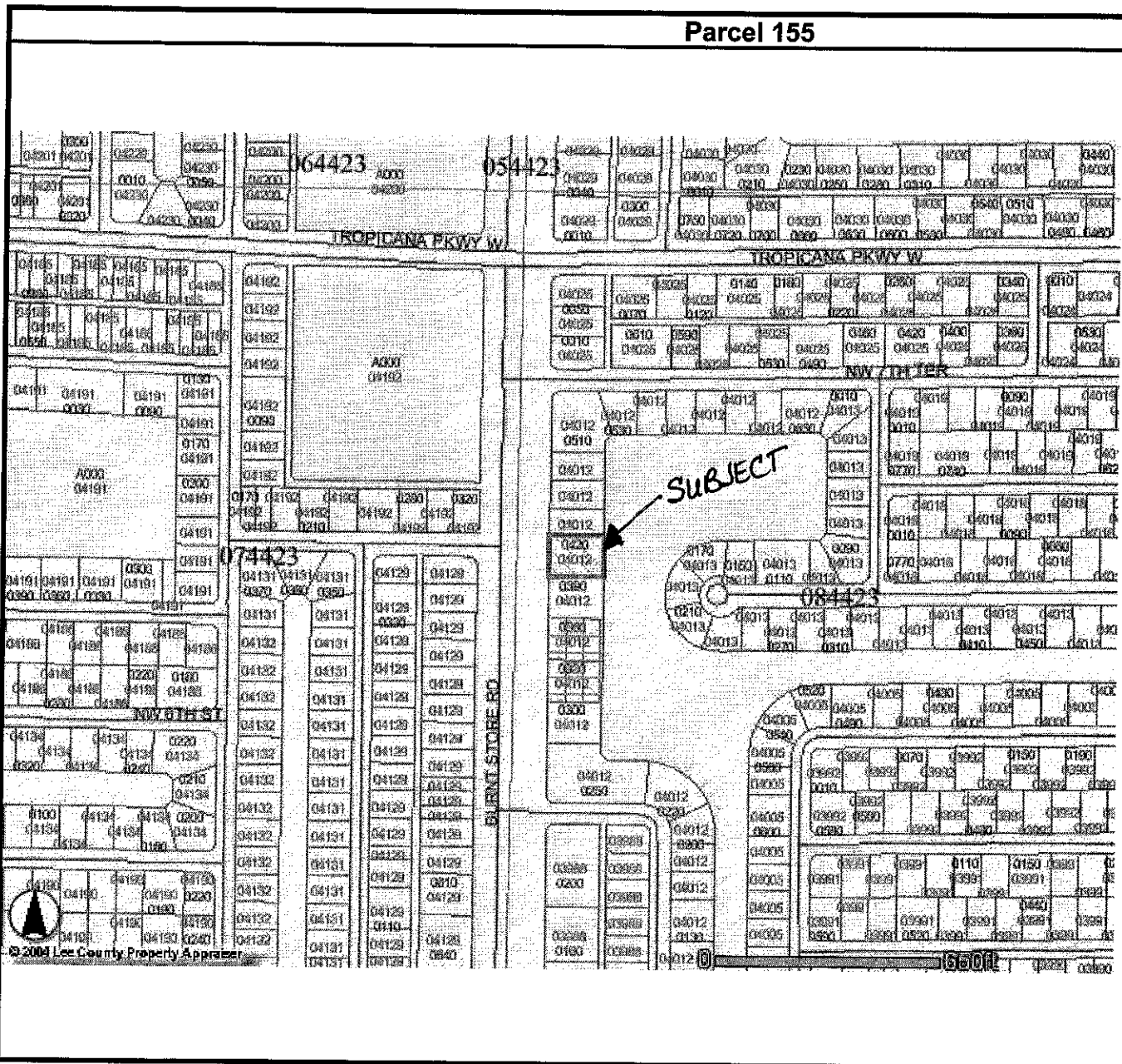
Parcel 155, Burnt Store Road Widening Project No. 4088

STRAP No. 08-44-23-C1-04012.0420

Lots 42, 43, and 44, Block 4012, Cape Coral, Unit 55, a subdivision according to the map or plat thereof recorded in Plat Book 19, Page 104, Public Records of Lee County, Florida.

S:\POOL\Burnt Store Rd Widening\PA\MSM Exhibit A.doc

Parcel 155



Division of County Lands

Ownership and Easement Search

Search No. 08-44-23-C1-04012.0420

Date: November 30, 2004

Parcel: 155

Project: Burnt Store Road Widening Project
4088.

To: Michele S. McNeill SR/WA
Property Acquisition Agent

From: Kenneth Pitt *K n P*
Real Estate Title Examiner

STRAP: 08-44-23-C1-04012.0420

Effective Date: October 13, 2004, at 5:00 p.m.

Subject Property: Lots 42, 43 & 44, Block 4012, Unit 55, Cape Coral Subdivision, according to the plat thereof recorded in Plat Book 19 Pages 92 to 106, both inclusive, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:
I & E Group, Inc., (a Florida for profit corporation)

By that certain instrument dated May 24, 2004, recorded June 10, 2004, in Official Record Book 4331 Page 543, Public Records of Lee County, Florida.

Easements:

- 1): Subject to Easements for County drainage purposes and public utilities along the boundary of each homesite, not to exceed 6 feet each side of said boundaries, as established by Easement Dedication on the plat Unit 55, Cape Coral Subdivision recorded in Plat Book 19 Pages 92 to 106, both inclusive, Public Records of Lee County, Florida.**
- 2): Subject to a 30 foot Road and Drainage Easement, affecting the West 30 feet of the subject property as shown on the plat Unit 55, Cape Coral Subdivision recorded in Plat Book 19 Pages 92 to 106, both inclusive, Public Records of Lee County, Florida.**
- 3): Subject to a Deed of Restriction, recorded in Miscellaneous Book 52 Page 497 and amended by the following documents: Official Record Book 64 Page 614, Official Record Book 132 Page 522, Official Record Book 351 Page 238, Official Record Book 521 Page 333, Official Record Book 521 Page 335 and Official Record Book 569 Page 84, Public Records of Lee County, Florida.**

Note 1): Subject property is not encumbered by a mortgage.

Note 2): Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection, recorded in Official Record Book 2189 Page 3281 and amended by Official Record Book 2189 Page 3334, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 08-44-23-C1-04012.0420

Date: November 30, 2004

Parcel: 155

Project: Burnt Store Road Widening Project
4088.

Tax Status: \$1,093.52 due and owing for Tax Year 2004.

(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.

Market Data

Parcel 155
Burnt Store Road Widening Project No. 4088
08-44-23-C1-04012.0420
18,600 square feet
\$100,000 (\$5.38/square foot)

STRAP	Property Type	Purchase Date	Purchase Price	Square Footage	Price/ SqFt
05-44-23-C1-04042.0190	Lakefront	4/12/04	\$67,500	10000	\$6.75
08-44-23-C1-04013.0010	Lakefront	4/30/04	\$65,500	12250	\$5.35
08-44-23-C1-04013.0020	Lakefront	4/30/04	\$59,500	10000	\$5.95
08-44-23-C1-04005.0560	Lakefront	5/14/04	\$74,900	11709	\$6.40
08-44-23-C1-04012.0420	Lakefront	5/24/04	\$74,000	18600	\$3.97

No adjustment made for time.

5-Year Sales History

Parcel No. 155

Burnt Store Road Widening Project,
No. 4088

Grantor	Grantee	Price	Date	Arms Length Y/N
Joseph and Agnes Corascio	I & E Group, Inc.	\$74,000	5/24/04	Y