

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

Blue Sheet No. 20051163

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for the acquisition of the property located at 6551 Rat Road, Bokeelia, in the amount of \$19,000, for the Harbor Drive MSBU Project No.805028, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

2. WHAT ACTION ACCOMPLISHES: The purchase of road right-of-way necessary for the Harbor Drive Paving MSBU.

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested.

4. Departmental Category: 6

CGD

5. Meeting Date: **09-06-2005**

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute 125
- Ordinance
- Admin. Code
- Resolution 03-12-20

8. Request Initiated:

Commissioner _____
 Department Independent
 Division County Lands
 By: Karen L.W. Forsyth, Director

9. Background: The Board of County Commissioners created the Harbor Drive Road Paving MSBU on December 20, 2003, when it adopted Resolution Number 03-12-20. The purpose of the project is to pave the existing unimproved (dirt/shell) roadway. Resolution 03-12-21 declares the County will be reimbursed the cost from Proceeds of Tax Exempt Debt to be incurred by the County.

Negotiated for: MSBU Services requested the Division of County Lands pursue the acquisition of road right-of-way.

Interest to Acquire: Fee-simple interest in ±7,321 square foot parcel or .168 acre.

Property Details:

Owner: Luis Y Lim & Ai Hua K Lim, Co-Trustees
Address: 6551 Rat Road, Bokeelia, FL 33922
STRAP No.: 05-44-22-01-00021.3020

Purchase Details:

Purchase Price: \$19,000 [The purchase price is at the Seller's asking price. It reflects \$500 compensation for fencing and \$18,500 for the portion of land required. It is substantiated by market data (in-house market analysis attached hereto @ \$110,120 per acre)]. The purchase cost for this parcel will be proportionately assessed to all benefitted owners under this MSBU project.

Costs to Close: \$1000 (The Seller is responsible for documentary stamp tax and attorney fees and costs, if any).

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

Account: Funds will be available in account 80502810400

Attachments: Purchase Agreement, Market Data, Location Map, Title Data, 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 8-18-05
 4-05
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 8/25/05
 9 AM

CO. ATTY.
 FORWARDED TO:
[Signature]
 8/18/05 4:24

This document prepared by
Lee County
County Lands Division
Project: Harbor Drive MSBU
Parcel: 102
STRAP No.: 05-44-22-01-00021.3020

Original

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 _____, 20__ by and between **Luis Y. Lim & Ai Hua K. Lim, Co-Trustees of the Ai Hua K. Lim Trust**, hereinafter referred to as SELLER, whose address is 11 Brighton Lane, Oak Brook, IL 60521, 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 consisting of .17 acres more or less, and located at 6551 Rat Road, Bokeelia, FL 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 Harbor Drive MSBU, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Nineteen Thousand Dollars (\$19,000), payable at closing by County Warrant.
- 3. EVIDENCE OF TITLE:** BUYER will obtain at BUYERS 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 SELLERS 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) SELLERS 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 BUYERS 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 BUYERS 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, landfills, 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 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 BUYERS 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 90 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:

SELLER:

[Handwritten Signature]

[Handwritten Signature]
Luis Y. Lim, Trustee

[Handwritten Signature]

[Handwritten Signature]
Ai Hua K. Lim, Trustee

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 102

A Parcel of Land lying in Section 5, Township 44 South, Range 22 East, Lee County, Florida more particularly described as follows:

The East 45 feet thereof as measured from the East line of the Southwest Quarter of said Section 5.

This parcel is adjacent to and runs along the western side of existing Harbor Drive, and is intended for an additional 30 feet of width for roadway and public right-of-way purposes of said existing Harbor Drive.

Subject to easements, restrictions, reservations and rights of way of record.

HARBOR DRIVE
PINE ISLAND

MARKET DATA

<u>RECENT SALES</u>	<u>Price</u>	<u>Size</u>	<u>Price Per Acre</u>
6300 Shady Pine Lane 08-44-22-01-0000G.0190 Closing Date 5/6/05	\$113,000	1 Acre	\$113,000
6390 Meadow Lane 08-44-22-01-0000G.0340 Closing Date 1/28/05	\$105,000	1.14 Acre	\$ 92,105
14520 Harbor Drive 05-44-22-01-00014.3000 Closing Date 7/11/05	\$ 60,000	.48 Acre	\$125,000

<u>PENDING SALES</u>	<u>Price</u>	<u>Size</u>	<u>Price Per Acre</u>
6573 Terri Drive 32-43-22-02-000M0.0030 + .0040 Date Pending 7/14/05	\$115,000	1 Acre	\$115,000
13951 Stringfellow Rd 08-44-22-01-00027.2000 Date Pending 8/5/05	\$129,000	1.1 Acre	\$117,273

<u>LISTINGS</u>	<u>Price</u>	<u>Size</u>	<u>Price Per Acre</u>
14324 Harbor Drive 05-44-22-01-00022.1220 List Date 3/1/05	\$75,900	.46 Acre	\$165,000
6331 Meadow Lane 08-44-22-01-0000G.0060 List Date 2/22/05	\$139,900	1 Acre	\$139,900
7308 Kreamers Drive 31-43-22-06-00000.0750 List Date 5/10/05	\$138,500	1.15 Acre	\$120,435

HARBOR DRIVE MSBU

00017
0030

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0041

00018
0040

00018
003A

00018
003D

00018
003C

SUNRISE LN		00021 0010	
00021 001C	00021 0020	00021 002A	00021 001E
	00021 001D	00021 001B	00021 0010
AUG-2			
00021 001A			
RAT RD			
00021 3010	00021 3050	00021 3040	00021 3030
00021 3070	00021 3060	00021 3020	
00021 4000			

HARBOR DR

00022 1330	00022 1340	00022 1090	00022 1120	00022 1080
00022 1220	00022 1300	00022 1140	00022 1260	00022 1230
00022 1260	00022 130A	00022 1050	00022 1310	00022 1320
CEDELIARD				
00022 1210	00022 1290	00022 1010	00022 1040	00022 128A

RS-1



0000B 0010	0000B 0020	0000B 0030	0000B 0040	0000B 0050	0000E 0060
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00007
0010

00026
0010

00007
0010

00007
0010

Division of County Lands

Ownership and Easement Search

Search No. 05-44-22-01-00021.3020

Date: July 26, 2004

Parcel: 121

Project: Harbor Dive MSBU, Project #805028

To: Karen Forsyth, SRWA
Director

From: Kenneth Pitt *KMP*
Real Estate Title Examiner

STRAP: 05-44-22-01-00021.3020

Effective Date: ~~June 3, 2004~~ *July 24, 2005* at 5:00 p.m. *KK*

Subject Property : See Attached Schedule A.

Title to the subject property is vested in the following:

Luis Y. Lim and Ai Hua K. Lim, Co-Trustees of the Ai Hua K. Lim Trust.

By that certain instrument dated June 30, 2001 recorded July 30, 2001 in Official Record Book 3458 Page 1609, Public Records of Lee County, Florida.

Easements: 1): Subject to a Right of Way Easement, granted to the Lee County Electric Co-Operative, recorded in Official Record Book 897 Page 343, Public Records of Lee County, Florida.

2): Subject to a 30 foot Roadway Easement along the North Boundary of the subject property and a 15 foot Roadway Easement along the East Boundary of the subject property, said easements were established by recital in a deed recorded in Official Record Book 1068 Page 1904, Public Records of Lee County, Florida.

Note 1): Subject to a Mortgage Deed in the original sum of \$10,900.00 between Frederick L. Robinson (mortgagor) and The Citizens and Southern National Bank of Florida (mortgagee), recorded in Official Record Book 1959 Page 1467, Public Records of Lee County, Florida. Robinson later Quitclaimed his interest to Citizens, however no satisfaction was recorded nor did said deed state that the mortgage was to merge in fee.

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.

\$40.41 12/30/04 2004
Tax Status: \$41.55 paid on ~~12/31/03~~ for Tax Year ~~2003~~.
(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.

This instrument prepared by:
Chris G. McEwan P.A.
5400 Pine Island Road
Bokeelia, Florida 33922
(941) 283-1067

INSTR # 5197745
OR BK 03458 PG 1609

Property Appraiser's
Parcel Identification No: **05-44-22-01-00021.3020**

RECORDED 07/30/01 12:35 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DOC TAX PD (F.S. 201.02) 0.70
DEPUTY CLERK C Keller

Grantees' Social Security No.:
Luis Y. Lim and Ai Hua K. Lim, Co Trustees -

THIS DEED PREPARED WITHOUT EXAMINATION OF
TITLE FROM INFORMATION FURNISHED BY THE PARTIES

Warranty Deed to Trust
(Section 689.071, Florida Statutes)

19.50
.70

THIS INDENTURE, made June 30, 2001, between Lawrence K. Lim, residing at 11 Brighton Lane, Oak Brook, IL 60521, Grantor*, and **Luis Y. Lim and Ai Hua K. Lim, Co Trustees of the Ai Hua K. Lim Trust**, who is hereby vested with full power and authority either to protect, conserve and to sell, or to lease or to encumber or otherwise manage and dispose of the real property pursuant to F. S. 689.071 (1981), Grantee*, and whose post office address is 11 Brighton Lane, Oak Brook, IL ~~60521~~.60521

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

Witnesseth:

That the Grantor, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, to Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying in Lee County, Florida, to wit:

Part of Lot 4, Block 21, Kreamers Avocado Subdivision, Plat Book 5, page 21, being further described on Exhibit "A" attached hereto and incorporated herein by reference.

THIS IS NOT THE HOMESTEAD OF THE GRANTOR, NOR IS IT CONTIGUOUS TO THE HOMESTEAD OF THE GRANTOR.

This deed is executed subject to restrictions, reservations and easements of record and taxes for the current year.

(1) **TO HAVE AND TO HOLD**, this real estate in fee simple to the grantee and the grantee's heirs, successors, and assigns, forever, with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Trust Agreement or Declaration of Trust.

(2) Luis Y. Lim and Ai Hua K. Lim, Co Trustees shall have the independent power and authority to protect, conserve, sell, lease, encumber or otherwise manage and dispose of the real estate or any

part of it, conveyed in this deed pursuant to Florida Statute 689.071.

In the event Luis Y. Lim and Ai Hua K. Lim, Co Trustees does not continue to serve as TRUSTEE, the Successor TRUSTEE shall be _____ . All Successors TRUSTEES are hereby granted the power to protect, conserve, and to sell, or to lease, or to encumber or otherwise to manage and dispose of the real property described in this deed.

Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of recorded in the aforementioned County

a. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.

b. A certified death certificate of the prior TRUSTEE.

c. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent or removing said TRUSTEE for any reason.

d. The written certificate of two physicians currently practicing medicine that the TRUSTEE is physically or mentally incapable of handling the duties of TRUSTEE.

e. The written removal of a Successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by either of the Trustees sworn to and acknowledged before a notary public, this right being reserved to either Trustee.

(3) In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased, or mortgaged by Trustee be obligated to see to the application of any purchase money, rent or money borrowed or advanced on the premise or be obliged to see that the terms of the Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trustee Agreement or Declaration of Trust, and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust credited by this Deed and by the Trust Agreement or Declaration of Trust was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in the deed and in the Trust Agreement or Declaration of Trust and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage and other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested with all the title, estate, right, powers, duties and obligations of the predecessor in trust.

(4) That Grantor, by this deed, fully warrants the title to the above described real estate and will defend the title against the claims of all persons.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1999, and easements and restrictions of record, if any, but this reference to said restrictions shall not serve to reimpose the same.

IN WITNESS WHEREOF, the said grantor has hereunto set grantor's hand and seal the day and year first above written:

Signed, sealed and delivered in our presence:

(1) Deborah L. Bollinger
Signature of First Witness
Printed Name:

Lawrence K. Lim
Lawrence K. Lim 07-26-01

(2) Margaret J. Barber
Signature of Second Witness
Printed name:

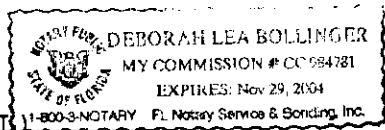
STATE OF FLORIDA
COUNTY OF LEV

I HEREBY CERTIFY that on this date, before me, an officer duly qualified in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Lawrence K. Lim, who executed the foregoing instrument in his/her/their personal or authorized representative capacity(ies) indicated above, and

who is personally known to me by ongoing acquaintance of ___ years/months, or

who has produced their _____ as identification,

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of July, 2000.



(NOTARY SEAL)

Deborah L. Bollinger
Notary Public

A portion of the North half of Lots 3 and 4, Block 21, of Kremers Avocado Subdivision, in Section 5, Township 44 South, Range 22 East, Lee County, Florida, recorded in Plat Book 5, Page 21, and further described as follows:

Tract D: From the South Quarter corner of said Section 5, Township 44 South, Range 22 East, run North $1^{\circ}11'38''$ East, along the North-South Quarter Section line a distance of 325.37 feet to the point of beginning; thence run South $86^{\circ}01'42''$ West 422.55 feet; thence North $0^{\circ}58'22''$ East 163.64 feet; thence North $86^{\circ}09'51''$ East 423.10 feet; Thence South $1^{\circ}11'38''$ West 162.69 feet to the Point of Beginning. SUBJECT TO easements, restrictions and reservations of record if any.
THIS IS NOT HOMESTEAD PROPERTY

RECORDER'S MEMO
Legibility of Writing, Typing or
Printing Unsatisfactory in this
Document when Received.

5-Year Sales History

Harbor Drive MSBU
Project No. 805028

Luis Y. Lim and Ai Hua K. Lim, Co Trustees of the Ai Hua K. Lim Trust
Parcel No. 102

Lawrence K. Lim acquired the property October 1, 1989. On June 30, 2001 a Warranty Deed to Trust was recorded transferring ownership to Luis Y. Lim and Ai Hua K. Lim, Co Trustees of the Ai Hua K. Lim Trust. Documentary stamps paid do not reflect a sale transaction.