

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

Blue Sheet No. 20051304

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for the acquisition of the property located at 6591 Nursery Lane, Bokeelia, in the amount of \$29,000, 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

CGA

5. Meeting Date: 09-27-2005

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 *KLF*

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 ±9,543.3 square foot parcel or .22 acre and approximately 200 palm trees.

Property Details:

Owner: Gary Waich
Address: 6591 Nursery Lane, Bokeelia, FL 33922
STRAP No.: 05-44-22-01-00018.0010

Purchase Details:

Purchase Price: The purchase price is below the asking price of \$37,000. Through negotiations, the Seller has agreed to accepting \$29,000. It is substantiated by market data (in-house market analysis attached hereto). 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>									

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

This document prepared by
Lee County
County Lands Division
Project: Harbor Drive MSBU
Parcel: 108
STRAP No.: 05-44-22-01-00018.0010

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 7 day of ~~September~~ 2005 by and between **Gary Waich**, husband and **Sharon Walch**, wife, hereinafter referred to as SELLER(s), whose address is P.O. Box 553, Pineland, FL 33945, 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 .22 acres more or less, and located at 6591 Nursery Lane, 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 Twenty Nine Thousand Dollars (\$29,000) including trees and any improvements thereon, 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:

AT Ledwell
Paul D Eubank
AT Ledwell
Paul D Eubank

Gary Waich
Gary Waich, Husband
Sharon Waich
Sharon Waich, Wife

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 108

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

The East 30 feet of a parcel of land described in O.R. Book 4137, Page 2841 of the Public Records of Lee County, Florida

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 MSBU

00014
0020

00014 3130	HUBBARD DR				
00014 3140					
00014 3040	PINECREST DR				
00014 3000					

0010	
00013 0040	

00018 0010

00018 001A

00017 1130					

00017 1120					

00017 3000					
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00017 0030					
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00018 001A					
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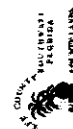
00018 001A					
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NURSERY LN

APPLE BLVD



THIS MAP IS A COPY OF THE ORIGINAL MAP AS FILED IN THE PUBLIC RECORDS OF THE STATE OF FLORIDA. THE ORIGINAL MAP IS THE ONLY AUTHORITY FOR THE LOCATION AND BOUNDARIES OF THE PROPERTY SHOWN HEREON. THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSE.



Division of County Lands**Ownership and Easement Search**

Search No. 05-44-22-01-00018.0010

Date: July 26, 2004

Parcel: 127

Project: Harbor Dive MSBU, Project #805028

To: Karen Forsyth, SRWA
DirectorFrom: Kenneth Pitt *KP*
Real Estate Title Examiner

STRAP: 05-44-22-01-00018.0010

Effective Date: *August 15, 2005*
~~June 3, 2004~~, at 5:00 p.m. *KL*

Subject Property: The North ½ of Lot 1, in Block 18, Kreamers Avocado Subdivision, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court in Plat Book 5 Page 21, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:
Gary Waich.

By that certain instrument dated November 20, 1998, recorded November 30, 1998, in Official Record Book 3042 Page 292, Public Records of Lee County, Florida.

Easements: None found of record.

Note 1): Subject to a Mortgage in the original sum of \$100,000.00, between Gary Waich and Sharon A. Waich (mortgagors) and Bank of America, N.A., recorded in Official Record Book 3437 Page 1188, said Mortgage was later modified by agreement, which gave a new principal obligation of \$212,000.00, recorded in Official Record Book 3646 Page 1396, said Mortgage was later subordinated by agreement recorded in Official Record Book 4305 Page 4333, Public Records of Lee County, Florida.

Note 2): Subject to a Mortgage in the original sum of \$100,000.00, between Gary Waich and Sharon A. Waich (mortgagors) and Bank of America, N.A., recorded in Official Record Book 4305 Page 4316, Public Records of Lee County, Florida.

Note 3): 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.

Note 4): Subject to a Judgment vs. the Hopsital Board of Directors of Lee County, in the sum of \$53,235.00, recorded in Official Record Book 3490 Page 1407, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 05-44-22-01-00018.0010

Date: July 26, 2004

Parcel: 127

Project: Harbor Dive MSBU, Project #805028

Tax Status: ^{2,860.46} ~~\$2,022.14~~ paid on ^{11/23/04} ~~11/30/03~~ for Tax Year ²⁰⁰⁴ ~~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.

NOV 20 1998
NOV 20 1998
5-Year Sales History
NOV 20 1998

Harbor Drive MSBU
Project No. 805028

Gary Waich
Parcel No. 108

Mr. Gary Waich acquired the property November 20, 1998.