

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

Blue Sheet No. 20060119

1. ACTION REQUESTED/PURPOSE:

Approve Purchase Agreement for acquisition of Parcel 01, Gladiolus Drive Widening Project, No. 4083 in the amount of \$2,500; authorize the payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Acquires property necessary for the widening of Gladiolus Drive and avoids condemnation proceedings.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 6

CLB

5. Meeting Date: **03-14-2006**

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 125
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department _____ Independent *KL*
 Division _____ County Lands *2/13/06*
 By: Karen L.W. Forsyth, Director *KLF*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee Simple Interest in 84.5 square feet of improved land.

Property Details:

Owner: Investors Cartel, Inc. a Florida Corporation
Address: 15415 Pine Ridge Road, Fort Myers
STRAP No.: 32-45-24-00-00021.0080

Purchase Details:

Purchase Price: \$2,500
 Costs to Close: \$500
 Through negotiations, the property owner has agreed to accept \$2,500.

Appraisal Information:

An appraisal has not been obtained for this property. The purchase price is equivalent to the cost of obtaining an appraisal on this property.

Account: 20408330700.506110

Attachments: Purchase Agreement; Location Map; In-House Title Report; 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>KLF</i>			<i>and 2-15</i>			<i>2/22</i>		<i>2/20/06</i>	<i>HS 2/21/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

S:\POOL\Gladiolus #4083\BS - Parcel 01.doc msm 2/1/06

RECEIVED BY
 COUNTY ADMIN:
 2-17-06
 I.S.C.
 COUNTY ADMIN
 FORWARDED TO:
 2/23/06
 1 AM

Rec. by CoAtty
 Date: 2/16/06
 Time: 5:00 PM

RECEIVED

FEB 15 2006

This document prepared by
Lee County Division of County Lands
Project: Gladiolus Drive Widening, No. 4083
Parcel: 01
STRAP No.: 32-45-24-00-00021.0080

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this 25th day of JANUARY, 2006 by and between Investor's Cartel, Inc., a Florida Corporation, hereinafter referred to as SELLER, whose address is 6535 Winkler Road, Fort Myers, FL 33919, 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 84.5 square feet more or less, and located at 15415 Pine Ridge Road, Fort Myers, FL and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Gladiolus Drive Widening Project, No. 4083, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be Two thousand five hundred and 00/100 dollars (\$2,500.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

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 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) 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.

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.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

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 such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/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 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.

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.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Juan Naranjo
Suzanne M. M...
Mary K. Eglseder
Mary K. Eglseder

SELLER:
Investor's Cartel, Inc., a Florida Corporation

Linda D. Hawley
Linda D. Hawley, President
Philip E.

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 1

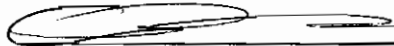
DESCRIPTION

OF

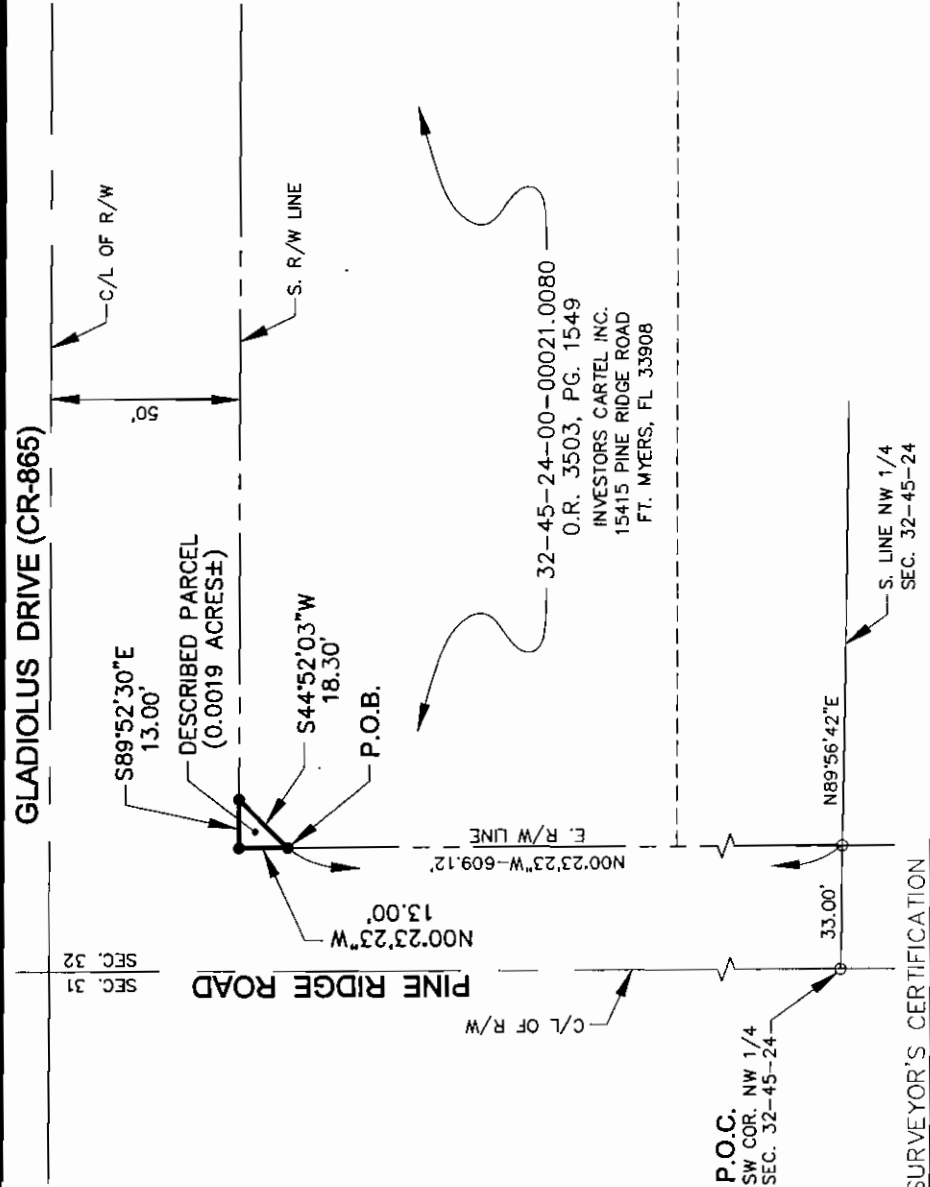
A triangular shaped parcel or tract of land lying in a parcel of land described and recorded in Official Record Book 3503 at Page 1549, Lee County Public Records, said parcel or tract lying in the northwest quarter (NW ¼) of Section 32, Township 45 South, Range 24 East, Lee County, Florida, being more particularly described as follows:

Commencing at the southwest corner of the northwest quarter (NW ¼) of Section 32, Township 45 South, Range 24 East, Lee County, Florida, thence run N 89° 56' 42" E along the south line of the northwest quarter (NW ¼) of said section 32 for a distance of 33.00 feet to the east right of way of Pine Ridge Road; thence (departing the south line of the northwest quarter (NW ¼) of said section 32) run N 00° 23' 23" W along the east right of way line of Pine Ridge Road for a distance of 609.12 feet to the Point of Beginning of the parcel or tract described herein; thence; continue N 00° 23' 23" W along said right of way line for a distance of 13.00 feet to a point on the south right of way line of Gladiolus Drive; thence run S 89° 52' 30" E along said south right of way line for a distance of 13.00 feet; thence (departing said right of way line) run S 44° 52' 03" W for a distance of 18.30 feet to the Point of Beginning, containing 84.50 square feet (0.0019 Acres) more or less.

Bearings mentioned hereinabove are based on a parcel or tract of land recorded in Official Record Book 3503, Page 1549, Public Records of Lee County, Florida showing the south line of the northwest quarter (NW ¼) of Section 32, Township 45 South, Range 24 East, Lee County, Florida as bearing N 89° 56' 42" E.



Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. LS-2987



LEGEND

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 O.R. OFFICIAL RECORD
 PG. PAGE
 SEC. SECTION
 COR. CORNER
 (D) DEED
 (C) CALCULATED
 (P) PLAT
 R/W RIGHT OF WAY
 C/L CENTERLINE

NOTE:
 BEARINGS SHOWN HEREON ARE BASED ON
 O.R. 3503, PG. 1549 SHOWING THE SOUTH
 LINE OF THE NW 1/4 OF SEC. 32-45-24
 AS BEARING N89°56'42"E.

PARCEL 1

NOT A SURVEY
 SKETCH IS TO ACCOMPANY
 A LEGAL DESCRIPTION
 OF

A PARCEL OR TRACT OF LAND
 LYING IN SECTION 32, TOWNSHIP 45 S.,
 RANGE 24 E., LEE COUNTY, FLORIDA

DESIGNED BY: A.W.P. Date: 10/05 Disk: 20005	
DRAWN BY: D.O.K. Date: 10/05 Scale: 1"=40'	
CHK'D: A.W.P. Date: 10/05 050262701	
DEPARTMENT OF PUBLIC WORKS	SHEET NO.
TRANSPORTATION DIVISION	2 of 2

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-8 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

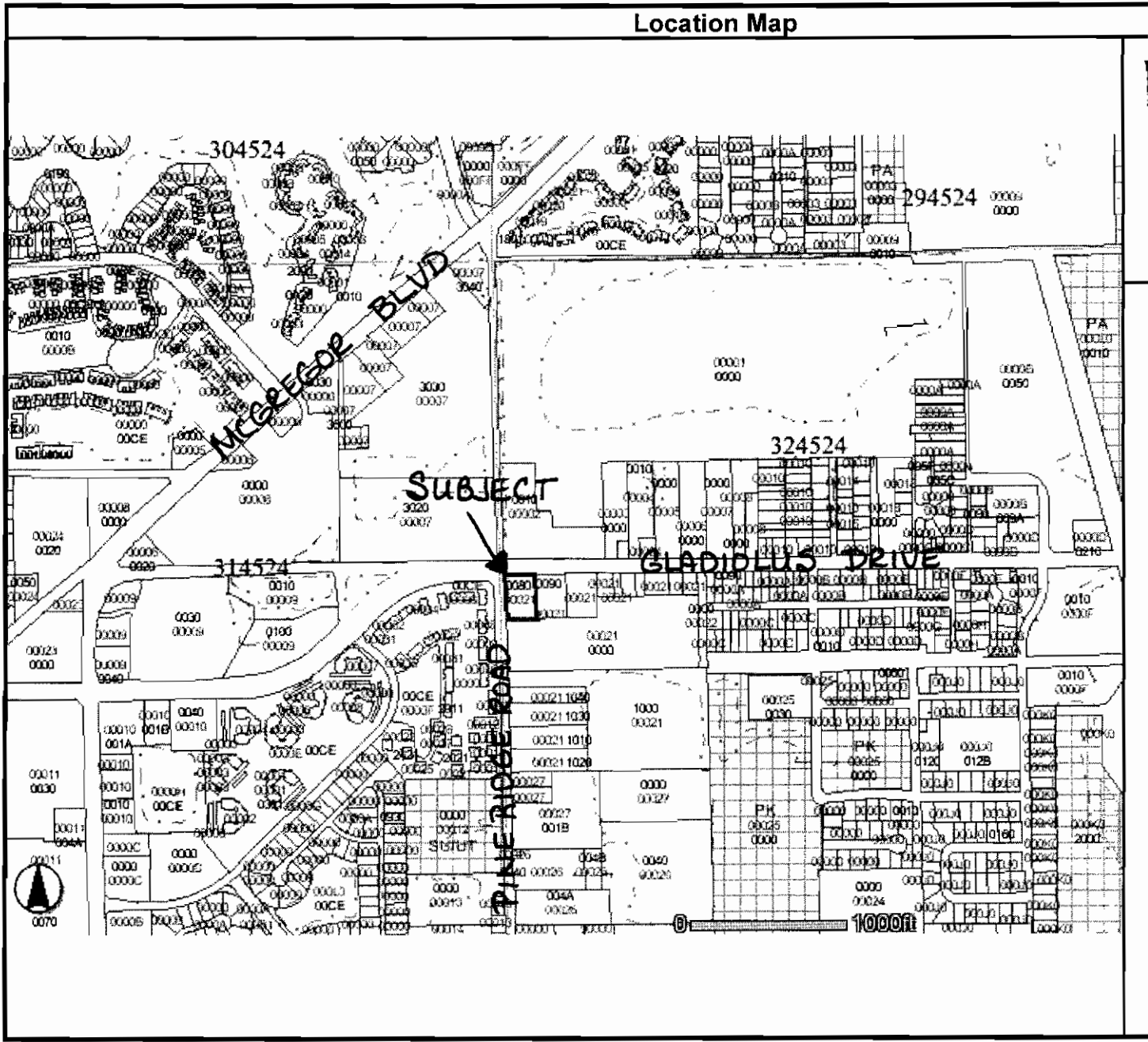
SURVEYOR'S CERTIFICATION

Arthur W. Parsons, County Surveyor
 Professional Surveyor & Mapper
 Florida Certificate No. LS-2987

DATE: 10/05

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

Location Map



Ownership and Easement Search
Search No. 22174
Date: July 30, 2002
Parcel:
Project: Gladiolus Drive, Project No.
4083

To: Karen L.W. Forsyth
Director

From: Linda K. Fleming, CLS, SRWA *LKF*
Real Estate Title Examiner

STRAP: 32-45-24-00-00021.0080

No changes as of 1/19/06
[Signature]

Effective Date: July 17, 2002, at 5:00 p.m.

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

Investor's Cartel, Inc., a Florida Corporation

by that certain instrument dated October 9, 2001, recorded October 16, 2001, in Official Record Book 3503, Page 1549, Public Records of Lee County, Florida.

Easements:

1. Subject to a roadway easement over and across the Southerly 20.00 feet as recited on Warranty Deed recorded in Official Record Book 1487, Page 2164, Public Records of Lee County, Florida.
2. Subject to a public utility easement over and across the northerly 10.00 feet of the Southerly 30.00 feet as recited on Warranty Deed recorded in Official Record Book 1487, Page 2164, Public Records of Lee County, Florida.
3. As recited on Warranty Deed recorded in Official Record Book 1661, Page 3423, Public Records of Lee County, Florida. "That all future owners of this parcel will be required to maintain the current drainage plan, drainage easement, right away, and a continuous application of these rights."
4. Deed recorded July 21, 1972 in Official Record Book 835, Page 603, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Ownership and Easement Search

Search No. 22174

Date: July 30, 2002

Parcel:

Project: Gladiolus Drive, Project No.
4083

2005

Tax Status: ~~2001~~ Ad Valorem Taxes are 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.

Schedule X

Parcel

Project: Gladiolus Drive, Project No. 4083

Search No. 22174

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of the Northwest 1/4 of Section 32, Township 45 South, Range 24 East, further bounded and described as follows:

Starting at the Southwest corner of said fraction of Section 32, thence North 89°56'42" East along the South line of said fraction for 25.00 feet to a point along the Easterly right of way line of Pine Ridge Road (50.00 feet wide); thence North 00°23'23" West along said right of way line for 340.00 feet to the principal Place of Beginning; thence continuing North 00°23'23" West along said right of way line for 282.15 feet to a point on the Southerly right of way line of Gladiolus Drive (SR #865, 100.00 feet wide); thence South 89°52'30" East along said right of way line for 200.00 feet; thence South 00°23'23" East for 281.52 feet; thence South 89°56'42" West for 199.995 feet to the principal Place of Beginning.

Less the East 8' given to Lee County, Florida, a political subdivision of the State of Florida, by Order of Taking, recorded in Official Record Book 1935, Page 2796.

5-Year Sales History

Parcel No. 01

Gladiolus Drive Widening Project,
No. 4083

Grantor	Grantee	Price	Date	Arms Length Y/N
Martin E. and Kimberly Hawley, H/W	Investor's Cartel, Inc., a Florida Corporation	\$100	10/09/2001	N

NOTE: Sale(s) relate to "parent tract" of the subject parcel.