Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 20060794

- 1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 212, Burnt Store Road Widening Project No. 4088, in the amount of \$160,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.
- 2. WHAT ACTION ACCOMPLISHES: The purchase of the property during the voluntary acquisition phase of the project.
- 3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6			CGH			5. Meeting Date: 6 - 2 7 - C 6			
6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:					
X	Consent	X	Statute	125	Commission	ner			
	Administrative		Ordinance] Departmen	t	Independent		
	Appeals		Admin. Code		Division		County Lands TLM	6/12/	06
	Public		Other		By:	Karen L	.W. Forsyth, Director	ARU	1
	Walk-On]			T ION CL	4

9. Background:

Negotiated for: Lee County DOT

<u>Interest to Acquire</u>: Fee interest in 19,375 (15,625 unencumbered) square feet of vacant residential property. The West 30 feet of the subject property is encumbered with an existing platted easement.

Property Details:

Owner: Mary Pilkington Hills, Trustee

Address: 1723 Burnt Store Road North, Cape Coral, FL 33993

STRAP: 32-43-23-C4-04099.0530

Purchase Details:

Purchase Price: \$160,000 (\$10.24 per square foot – unencumbered)

Costs to Close: \$1,500

Appraisal Information:

An appraisal has not been obtained on this property. Market Data indicates sales range from \$9.30 to \$13.25 per square foot for similar sites in this area. Market Data Grid Sheet is attached hereto.

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

Account: 20408830721.506110 CIP; Burnt Store Rd Right of Way; TCI-Cape/Midpoint Surplus Tolls

Attachments: Market Data Grid, Purchase & Sale Agreement, Affidavit of Interest in Real Property, Location Map, Title Commitment, Sales History

10. Review for Scheduling: County Purchasing Department County Human Other Budget Services Manager/P.W. Director Resources Attorney Contracts 6/15 Director Analyst ilw Diame. ommission Action: RECLIVED BY Approved COUNTY ADMIN Deferred Denied :ተወ Other COUNTY ADMIN FORWARDED TO: S:\POOL\Burnt Store Rd Widening\212 Hills\Blue Sheet - Voluntary Acquisition.doc TLM 6-12-06 6/16/50

Market Data

Burnt Store Road Widening Project No. 4088

Parcel 212

STRAP No. 32-43-23-C4-04099.0530

19,375 square feet (15,625 unencumbered)

\$160,000 (\$10.24/square foot unencumbered)

STRAP Number	Property Type	Purchase Date	Purchase Price	Square Footage Unenc.	Price/ Sq Ft Unenc.
05-44-23-C4-04064.0050	Vacant Non- waterfront	10/7/2005	\$93,000	10,000	\$ 9.30
32-43-23-C4-04099.0470	Vacant Non- waterfront	8/23/2005	\$125,000	11,250	\$11.11
06-44-23-C2-04272.0340	Vacant Non- waterfront	1/05/2006	\$132,500	10,000	\$13.25
06-44-23-C2-04272.0360	Vacant Non- waterfront	1/05/2006	\$132,500	10,000	\$13.25

No adjustment made for time.

This document prepared by: Division of County Lands

Project Burnt Store Road Widening No. 4088

Parcel: 212

STRAP No.: 32-43-23-C4-04099.0530

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

of _______, 2006, by and between Mary Pilkington Hills, Individually and as Trustee, hereinafter referred to as SELLER, whose address is 5658 Little Road, Sylvania, OH 43560-3776, 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 15,625 square feet, more or less, and located at 1723 Burnt Store Road North, Cape Coral, FL 33993, 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 Burnt Store Road Widening Project, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be One-Hundred Sixty Thousand and 00/100 (\$160,000), inclusive of 5% real estate commission, payable at closing by County Warrant.

S:\POOL\BURNT STORE RD|WIDENING\212\PURCHASE AGREEMENT-REV 5-31-06.DOC TLM

- 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) documentary stamps on deed;
 - (c) utility services up to, but not including the date of closing;
 - 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.

- 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.
- **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.
- 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: To the best of SELLER'S knowledge and belief 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. To the best of SELLER'S knowledge and belief 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 biles, 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.

To the best of SELLER'S recollection 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 LCCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 45 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: Nancy Nancy LosephH.	C Holy Holey TikingTon	SELLER: Mary Pikington Hills, /611/06 (DATE) Individually and as Trustee
CHARLIE GREEN	, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY: DEPUTY CL	ERK (DATE)	BY: CHAIRMAN OR VICE CHAIRMAN
		APPROVED AS TO LEGAL FORM AND SUFFICIENCY
		COUNTY ATTORNEY (DATE)

SAPOOL BURNT STORE RD WIDENING VA12 PURCHASE AGREEMENT. DOC pre May 18, 2008

SPECIAL CONDITIONS

BUYER: Lee County

SELLER: Mary Pilkington Hills, Individually and as Trustee

PARCEL NO. 212

1) TAX-FREE EXCHANGE: SELLER plans to make this transaction part of a tax-free exchange of like kind properties pursuant to Section 1031 of the Internal Revenue Code. BUYER agrees to cooperate with SELLER in effecting such a transaction, provided that any costs, fees, taxes and liability arising from an exchange of properties by SELLER will be borne by and the responsibility of the SELLER.

SELLER:

Dosaph A. Filking ton	Mary Pikhgton Hills, 4/1/06 (DATE) Individually and as 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)

S:POOL/BURNT STORE RD WIDENING/212/SPECIAL CONDITIONS,DOC- TLM

EXHIBIT "A"

Burnt Store Road Widening Project No. 4088

Parcel 212

STRAP No. 32-43-23-C4-04099.0530

Lots 53, 54 and 55 in Block 4099, all in Unit 57 CAPE CORAL SUBDIVISION according to the plat thereof as recorded in Plat Book 19, Pages 124 through 137, inclusive, in the Public Records of Lee County, Florida.

\$:\POOL\Bumt Store Rd Widening\212\Exhibit A.doc pre May 18, 2008

STRAP: 32-43-23-C4-04099.0530

Parcel: 212

Project: Burnt Store Road Widening Project No. 4088

<u>AFFIDAVIT OF INTEREST IN REAL PROPERTY</u>

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 151 , 2008 for the sole purpose of compliance with Section 286.23 of the Florid

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:

Mary Pilkington Hills, Trustee 5658 Little Road Sylvania, OH 43560-3776

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	Mary Pilki	ngton Hills	6.	Benjamin R. Hills
2	Arthur W.	Hills	7.	Stanley N. Hills
3	John S. Hi	Ils	8.	Julie Hills Tucker
4	Lee A. Hil	ls	9.	Jenny M. Hills Kraus
	1			

5. Joseph Q. Hills

The real property to be conveyed to Lee County is shown on Exhibit "A" attached hereto and made a part hereof.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered

in our presences:

Printed Name

4192471602 09/05/5009 10:03

Affidavit of Interest STRAP: 32-43-	
Parcel: <u>212</u>	ere Road Widening Project No. 4088
STATE OF	H10_
COUNTY OF	UCAS
. İ	
SWORN TO AND	SUBSCRIBED before me this 15f day of, 2006, by
Mary Pilkington Hil	s, Trustee, on behalf of the Trust.
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	(SEAL)
	Notary Public - Stude of Chip Mr Companion has no explosion data
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de l'interes	Personally known OR Produced Identification
62 500	Type of Identification

S:POOL\Burnt Store Rd Widening\212\AFFIDAVIT OF INTEREST IN REAL PROPERTY FS286-23.doc pre May 18, 2006
TLM 5-22-06

MARY PILKINGTON HILLS, TRUSTEE

Mary Pilkington Hills 5658 Little Road Sylvania, Ohio 43560

Arthur W. Hills 5658 Little Road Sylvania, Ohio 43560

John S. Hills 4743 Carrlage Crossing Sylvania, Ohio 43560

Lee A. Hills 8210 Nebsit Ferry Road Atlanta, Georgia 30350

Joseph Q. Hills 11916 Tallwood Court Potomac, Maryland 20854

Benjamin E. Hills 5658 Little Road Sylvania, Ohio 43560

Stanley N. Hills 1748 Cherrylawn Toledo, Ohio 43614

Julie Hills Tucker 933 Maple Lane Jacksonville, Florida 32207

Jenny M. Hills Kraus 7049 N. River Road Waterville, Ohio 43566

06/15/2006 15:36 4192471602 JOSEPH H PILKINGTON

EXHIBIT "A"

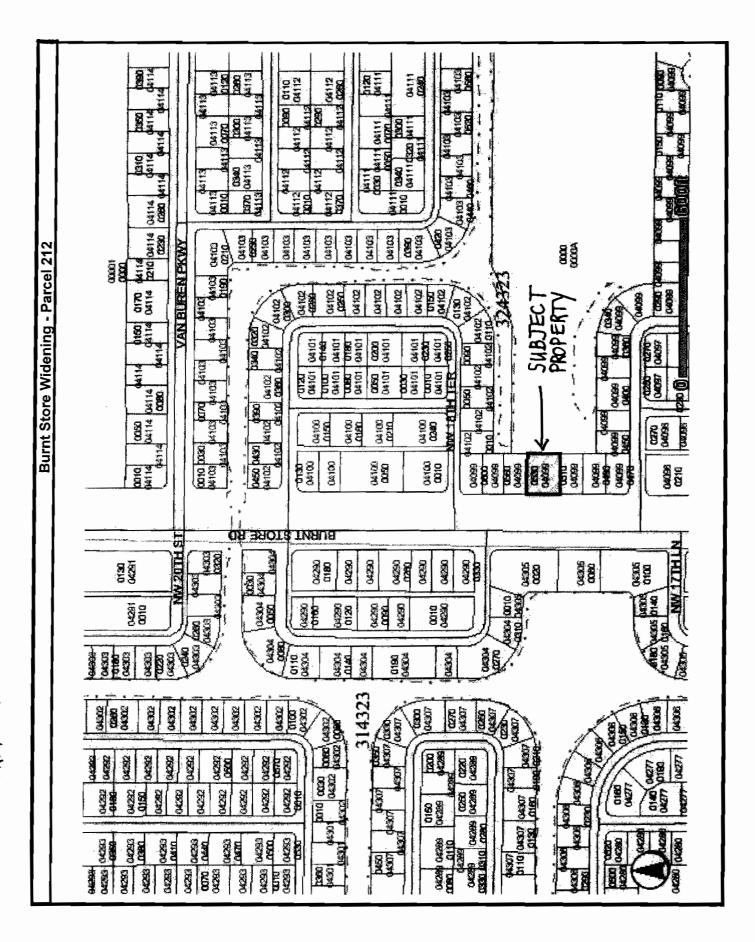
Burnt Store Road Widening Project No. 4088

Parcel 212

STRAP No. 32-43-23-C4-04099.0530

Lots 53, 54 and 55 in Block 4099, all in Unit 57 CAPE CORAL SUBDIVISION according to the plat thereof as recorded in Plat Book 19, Pages 124 through 137, inclusive, in the Public Records of Lee County, Florida.

S:\POOL\Burnt Store Rd Widening\212\Exhibit A.doc pre May 18, 2008



FATIC 213X ALTA Commitment (1982)

SCHEDULE A

Issuing Office File No:

2006295

Commitment Date: May 17, 2006

2. Policy (or Policies) to be issued:

(a) Owner's Policy (Identify policy type below)

Policy Amount \$ 160,000.00 🗸

ALTA Owners Policy (10-17-92)(with Florida Modifications)

Proposed Insured: Lee County, a Political Subdivision of the State of Florida 🗸

(b) Loan Policy (Identify policy type below) Policy Amount \$ 0.00 ALTA Loan Policy (10-17-92)(with Florida Modifications) Proposed Insured:

(c) Other Policy (Identify policy type below)

Proposed Insured:

Policy Amount \$

3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Mary Pilkington Hills, as Trustee of the Mary Pilkington Hills Revocable Trust dated 12-16-86, and as Amended and Restated 2-23-93 🗸

4. The land referred to in this Commitment is described as follows:

See Attached Schedule A (Continued)

Loan Number:

Issuing Office File No: 2006295

Duncan and Tardif, P.A.

Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

Schedule A (Continued)

Issuing Office File No.:

2006295

Lots 53, 54 and 55, Block 4099 of CAPE CORAL, UNIT 57, according to the Plat thereof as recorded in Plat Book 19, Page(s) 124 through 137, inclusive, of the Public Records of Lee County, Florida.

FATIC 214X ALTA Commitment (1982)

SCHEDULE B - SECTION 1 REQUIREMENTS

Issuing Office File No.: 2006295

The following requirements must be met:

- 1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured. CM
- 2. Pay us the premiums, fees and charges for the policy. \mathcal{A}
- 3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
- 4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
 - a. Warranty Deed from Mary Pilkington Hills, Individually and joined by her husband Arthur W. Hills, and as Trustee of the Mary Pilkington Hills Revocable Trust dated 12-16-86, and as Amended and Restated 2-23-93 to Lee County, a Political Subdivision of the State of Florida conveying the land described under Schedule "A".
- a. Furnish for review by the Company, a true copy of the Trust Agreement referred to in instrument recorded in Book 1894, page 3964. (Name of the Trust appears to be shown on Affidavit recorded in Book 3932, page 753), and all amendments thereto, together with satisfactory evidence that said Trust is in full force and effect, and that the Trustee still holds office (trustee's incumbency affidavit). The Company reserves the right to make such additional requirements as may be deemed necessary upon our review of said agreement and amendments.
 b. Record a satisfactory Trust Affidavit (with pertinent pages of the trust attached) of the Trust setting out, at minimum, the provision that provides the Trustee with the authority to complete the transaction and execute and deliver the documents called for under Schedule B, Section 1 of this commitment to insure.
- 6. Proof of payment of all City of Cape Coral assessments and/or impact fees.
- 7. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.
- 8. Note: 2005 ad valorem taxes show PAID in the gross amount of \$1,921.33 for Tax Identification No. 32-43-23-C4-04099-0530.
- 9. Note: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey

acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.

10. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

FATIC 216X ALTA Commitment (1982) (with printed mineral exception)

SCHEDULE B - SECTION 2 EXCEPTIONS

Issuing Office File No.: 2006295

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction:

- 1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
- 2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
- 3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
- 4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
- Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
- 6. Any minerals or mineral rights lease, granted or retained by current or prior owners.
- 7. Taxes and assessments for the year 2006 and subsequent years, which are not yet due and payable.
- 8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of CAPE CORAL, UNIT 57, as recorded in Plat Book 19, Page(s) 124-137, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- Easement dedication as shown on subject Plat: The owners of this property do hereby dedicate along each boundary of each homesite for County drainage and public utilities. Said easements shall not exceed six feet each side of said boundaries.
- 10. Liability under this commitment/policy as to all City of Cape Coral betterment fees, impact fees and those fees relating to sewer, water, alley and other improvement assessments is hereby limited to those which the City of Cape Coral has filed in the Public Records of Lee County, Florida and which contain the property description, name of owners and the lien amount.

11. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.

5-Year Sales History

Parcel No. 212

STRAP No. 32-43-23-C4-04099.0530

Burnt Store Road Widening Project No. 4088

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS