

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

Blue Sheet No. 20061697

1. ACTION REQUESTED/PURPOSE:

Approve the purchase of Parcel 117, consisting of 3,485 square feet (± .08 acre) of vacant land located along Church Road, in Hendry County, for the Church Road Extension Project No. 0919, in the amount of \$2,000; authorize payment of necessary fees to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete the transaction.

2. WHAT ACTION ACCOMPLISHES: The Board must accept all real estate conveyances to Lee County.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6 **C61** **5. Meeting Date:** JAN 09 2007

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute <u>FS. 125</u>		8. Request Initiated: Commissioner _____ Department <u>Independent</u> Division <u>County Lands TLM 12/18/06</u> By: <u>Karen L.W. Forsyth, Director RC for F</u>
	<input type="checkbox"/> Ordinance	_____	
	<input type="checkbox"/> Admin. Code	_____	
	<input type="checkbox"/> Other	_____	
	_____	_____	

9. Background:

Negotiated for: Solid Waste

Interest to Acquire: Fee simple interest in a strip of land.

Property Details:
Owner: Marshall F. and Betty J. Slovenski, husband and wife
Location: 360 Church Road, Felda, Hendry County, Florida
Part of Account No.: 1174529-A0000050400

Purchase Details:
Purchase Price: \$2,000
Costs to Close: Estimated to be \$400

Appraisal Information:
The property owner has agreed to accept \$2,000 prior to obtaining an appraisal. The fee interest has not been appraised.

Staff Justification: Eliminates the cost of obtaining an appraisal which is estimated to be \$1,500-\$2,000, excluding the land value, and potential condemnation expenses.

Account: 20091940102.506110

Attachments: Purchase Agreement; 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
<i>RC for RFL 12-18-06</i>			<i>[Signature]</i> 12/19/06	<i>[Signature]</i> 12-20-06	Analyst <i>[Signature]</i> 12-21-06	Risk <i>[Signature]</i> 12/21	Grants <i>[Signature]</i> 12/21	Mgr. <i>[Signature]</i> 12/21/06	<i>[Signature]</i> 12-22-06

11. Commission Action:

- Approved
- Other
- Deferred
- Denied

RECEIVED BY COUNTY ADMIN:
12/21/06 *[Signature]*
COUNTY ADMIN FORWARDED TO:
PR 12/22
10:00

Rec. by CoAtty
Date: 12/20/06
Time: 8:30 am
Forwarded To: Admin 12/21/06 9:30 am

This document prepared by:

Lee County
Division of County Lands
Project: Church Road Extension, Project No. 0919
Parcel: 117
Account No. 1174529-A0000050400

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 28 day of November, 2006, by and between **Marshall F. Slovenski and Betty J. Slovenski, husband and wife**, hereinafter referred to as SELLER, whose address is P.O. Box 142, Felda, FL 33930, 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 3,485 square feet (.08 acre), more or less, and located at 360 Church Road, Felda, Hendry County, Florida, 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 Church Road Extension Project, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Thousand Dollars and no/100 (\$2,000.00), payable at closing by County Warrant.
- 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;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing, if closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year;
- (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. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector. If closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year without proration.

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.

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:

Raymond Cates

Juan Ceballos

SELLER:

Marshall F. Slovenski 11-28-06
Marshall F. Slovenski (DATE)

WITNESSES:

Raymond Cates

Juan Ceballos

SELLER:

Betty J. Slovenski 11/28/06
Betty J. Slovenski (DATE)

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)

SECTION 17, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

SE 1/4 OF
SECTION 17

MARSHALL F. SLOVENSKI
AND
BETTY J. SLOVENSKI
ORB 506, PG.143
TAKE ACREAGE = 0.08 ACRES ±
117 (SEE DETAIL)

ORB 72, PG.591

10' PRIVATE
ROAD ESMT.

(NOT TO SCALE)

EAST LINE
SEC. 17

ORB 494,
PG.609

LEE COUNTY ELECTRICAL
CO-OPERATIVE ESMT.
ORB 305, PG.173

25' R/W
ORB 155,
PG.471

ORB 559, PG.1107

ORB 450, PG.153

ORB 143, PG.14
12 FOOT
ORB 506, PG.143

BLANKET ESMT.

ORB 418, PG.932
ORB 415, PG.810

ORB 72,
PG.591

ORB 163, PG.406
R/W ESMT.
LEE CO. ELECTRIC
CO-OPERATIVE

ORB 77, PG.6651
ORB 185, PG.237
ORB 245, PG.38

PROPOSED NORTHERLY
RIGHT OF WAY LINE

S.E. CORNER
SECTION 17

ORB 159,
PG.431

25' R/W
ORB 160,
PG.141

25 FOOT R/W ESMT.
ORB 559 PG.1107

20.00'
(R/W TAKE)
NORTH LINE
SEC. 20

ORB 163, PG.407
6 FOOT LEE COUNTY
ELECTRIC EASEMENT

ORB 159, PG.472
S. 25' FOR ROAD R/W

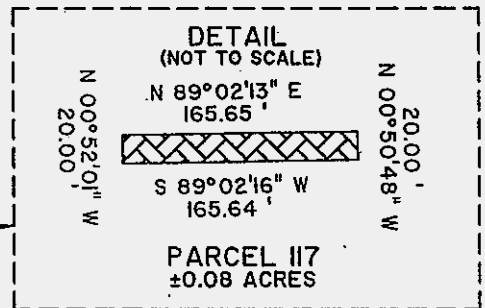
PROPOSED SOUTHERLY
RIGHT OF WAY LINE

NE 1/4 OF
SECTION 20

117

LEGEND:

- R/W = RIGHT OF WAY
- ORB = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.O.B.= POINT OF BEGINNING
- P.O.C.= POINT OF COMMENCEMENT
- (O/A) = OVERALL DISTANCE
- SEC. = SECTION
- ESMT. = EASEMENT



THIS IS NOT A SURVEY
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
941/332-4569
FX:941/332-8734

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.
J.R. Brandenburg
J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 117 RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 10/27/98	SEC-TWP-RGE: SEC-17-T45S-R29E
	COUNTY: HENDRY

Exhibit "A"
Page 1 of 2

SECTION 17, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

Exhibit "A"

Page 2 of 2

PARCEL 117

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 20 FEET OF SAID SECTION 17, LYING WITHIN THOSE LANDS DESCRIBED
IN OFFICIAL RECORD BOOK 506, PAGE 143, PUBLIC RECORDS OF HENDRY
COUNTY FLORIDA.

SAID LANDS CONTAINING 0.08 ACRES, MORE OR LESS.

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET 1

J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

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LEGAL DESCRIPTION AND SKETCH: SHEET 2 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 117 RIGHT OF WAY TAKE- CHURCH ROAD	
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE	
DATE: 10/27/98	SEC-TWP-RGE: SEC-17--T45S-R29E	COUNTY: HENDRY

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

Search No. 1-17-45-29-A00-0005.040.0

Date: October 30, 2006

Parcel: 117

Project: Church Road Extension, Project #0919

To: Robert G. Clemens, SRWA
Acquisition Program ManagerFrom: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 1-17-45-29-A00-0005.040.0

Effective Date: September 25, 2006, at 5:00 p.m.

Subject Property: A parcel of land lying in Section 17, Township 45 South, Range 29 East, Hendry County, Florida; being more particularly described as follows:

The South 20 feet of said Section 17, lying within those lands described in Official Record Book 506, Page 143, Public Records of Hendry County, Florida.

Said lands containing 0.08 acres, more or less.

Title to the subject property is vested in the following:

Marshall F. Slovenski and Betty J. Slovenski, Husband and Wife

By that certain instrument dated December 1, 1993, recorded February 1, 1994, in Official Record Book 506, Page 143, Public Records of Hendry County, Florida.

Easements:

1. Easement to Lee County Electric Cooperative, Inc., recorded in Official Record Book 623, Page 847, Public Records of Hendry County, Florida.

Note: Subject to right, title or interest of any unknown spouse of Shirlee Slovenski and Frederick M. Slovenski, by virtue of Deeds recorded in O.R. Book 225, Page 515 and O.R. Book 312, Page 660, Public Records of Hendry County, Florida (which may be cleared by recording an affidavit of non-homestead).

Tax Status: 2005 taxes paid December 1, 2005 in the amount of \$600.46.*(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.**

5-Year Sales History

Parcel No. 117

Church Road Extension Project No. 0919

NO SALES in PAST 5 YEARS

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