

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

**Blue Sheet No. 20070455**

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of a  $\pm$  .43 acre (3 lot) parcel located at 427 Burnt Store Road, in the amount of \$90,000 for the Burnt Store Road Widening Project No. 4088. Authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete the transaction.

**2. FUNDING SOURCE:** Fund: Transportation Capital Improvement Surplus Capital Cape Coral; Program: Capital Projects; Project: Burnt Store 4 Lane/78-Van Buren

**3. WHAT ACTION ACCOMPLISHES:** Acquisition of integral property necessary for the widening of Burnt Store Road Project.

**4. MANAGEMENT RECOMMENDATION:** Approve

*Date Critical*  
APR 10 2007

**5. Departmental Category:** 06

**COD**

**6. Meeting Date:** APR 10 2007

**7. Agenda:**

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

**8. Requirement/Purpose: (specify)**

- Statute 125
- Ordinance
- Admin. Code
- Other

**9. Request Initiated:**

**Commissioner** \_\_\_\_\_  
**Department** Independent  
**Division** County Lands  
**By:** Karen Forsyth, Director

**10. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee-simple interest in  $\pm$  .43 acres (3 lots).

Property Details:

Owner: Steve Sadlo  
 Address: 427 Burnt Store Road N., Cape Coral, FL 33993  
 STRAP No. 08-44-23-C1-03988.0130

Purchase Details:

**Purchase Price:** \$90,000  
**Costs to Close:** \$3,500

Appraisal Information: Comparable market information was used in lieu of an appraisal. Please refer to the attached Market Data sheet.

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

Account: 20408830721.506110

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

**11. 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>BAD 3/26</i> <i>3/27/07</i>	<i>[Signature]</i>	<i>[Signature]</i> 3/29/07	<i>[Signature]</i> 3/29/07	<i>[Signature]</i> 3/29/07	<i>[Signature]</i> 3/29/07	<i>[Signature]</i> 3-29-07

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 3/28/07  
 8:30 AM  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
 3/29/07  
 4pm

Rec. by CoAtty  
 Date: 3/27/07  
 Time: 4:15pm  
 Forwarded To:  
*Admin*  
 3/27/07 4:48pm

# Market Data

## Burnt Store Road Widening Project No. 4088

STRAP No. 08-44-23-C1-03988.0130

± 18,600 square feet

STRAP No.	Purchase Date	Purchase Price	Square Footage	Price/ Sq Ft
06-44-23-C2-04272.0360	1/5/2006	\$132,500	14,400	\$10.69
08-44-23-C4-03986.0170	7/10/2006	\$250,000	31,775	\$7.87
05-44-23-C4-04061.0030	6/12/2006	\$82,500	10,625	\$7.76
32-43-23-C1-04114.0110	6/1/2006	\$67,800	13,485	\$5.03

<b>Subject</b> 08-44-23-C1-03988.0130		\$90,000	18,600	\$4.84
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**Based on the softening of the Real Estate market, reduced number of transactions and increased availability, staff is of the opinion that the purchase is realistic and reflects the trend of reducing prices.**

This document prepared by:  
Lee County  
County Lands Division  
Project: Burnt Store Road Widening – Project No. 4088  
Parcel: No 147  
STRAP No.: 08-44-23-C1-03988.0130

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 **Steve Sadlo**, hereinafter referred to as SELLER, whose address is 3436 Marinatown Lane, North Fort Myers, FL 33903 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 a three (3) lot site (.43 acres more or less), and located at 427 Burnt Store Road N., 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 No. 4088, hereinafter called "the Project."
2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Ninety Thousand dollars (\$90,000), payable at closing by County Warrant.
3. **EVIDENCE OF TITLE:** SELLER will obtain at SELLER'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:** SELLER will pay for and provide:

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 (deed/affidavit to be prepared by the title company);

5.01 **SELLER'S EXPENSES:** SELLER will pay for and provide:

- (a) Utility services up to, but not including the date of closing, if applicable;
- (b) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (c) documentary stamps on deed;
- (d) 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 sixty (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. REMOVAL OF REFUSE:**

SELLER, at their expense, are to remove all refuse, clean up areas and dispose of said items and refuge off site in accordance with Governmental regulations.

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

WITNESSES:

SELLER:

Shelia A. Bodwell  
\_\_\_\_\_  
Print Name

*Steve Sadlo* 3/16/07  
\_\_\_\_\_  
Steve Sadlo (DATE)

*Shelia A. Bodwell*  
\_\_\_\_\_  
Signature

Pat Fischer  
\_\_\_\_\_  
Print Name

*Pat Fischer*  
\_\_\_\_\_  
Signature

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 147  
Burnt Store Road Widening Project 4088  
STRAP No. 08-44-23-C1-03988.0130

### Legal Description:

Lots 13, 14 and 15, Block 3988, Unit 55, Cape Coral Subdivision, according to the Plat thereof recorded in Plat Book 19, Page(s) 92 through 106 inclusive, Public Records of Lee County, Florida.

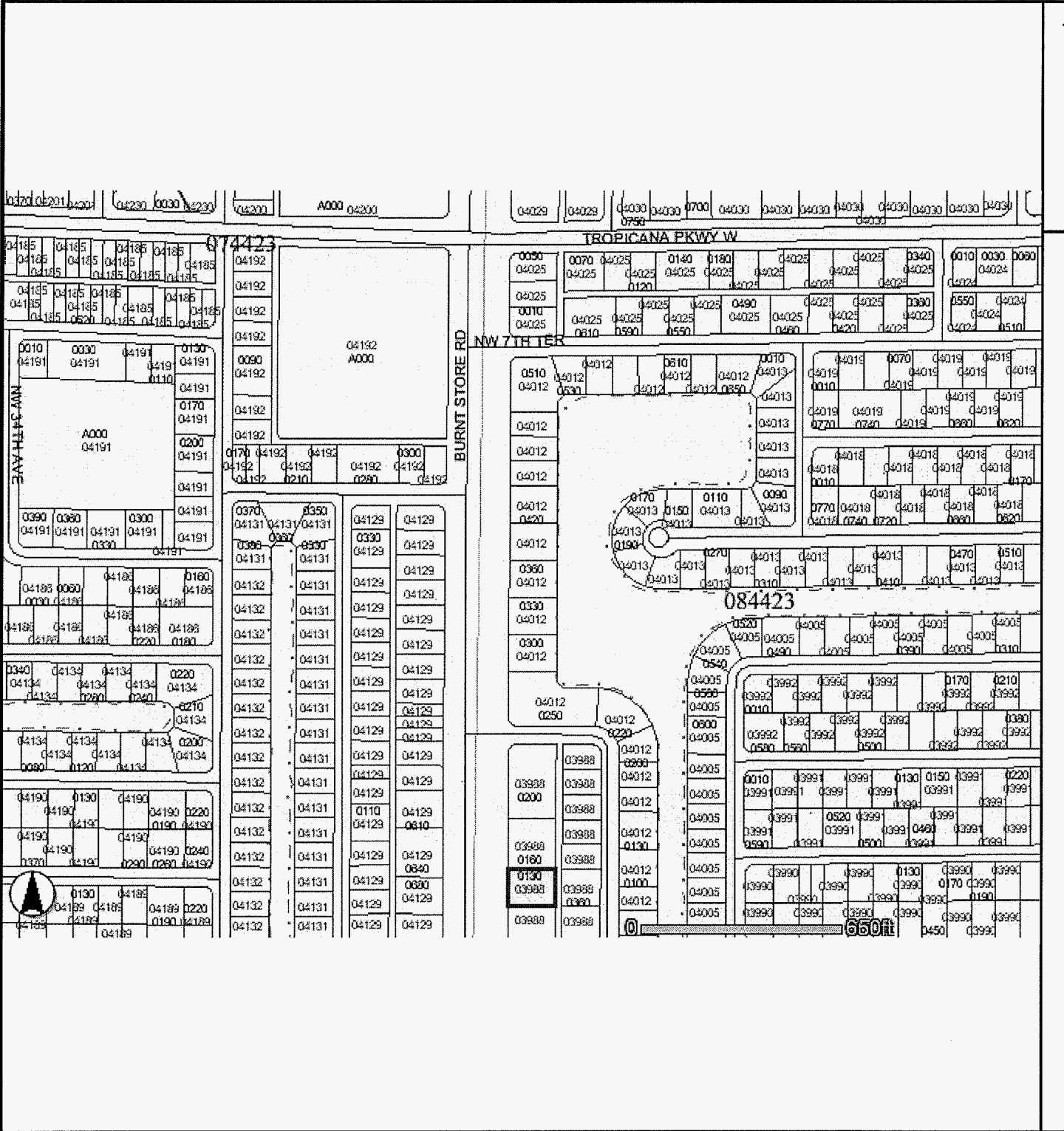




Address **427 Burnt Store Rd**  
**Cape Coral, FL 33993**



Sadlo 08-44-23-C1-03988.0130

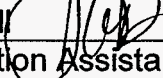


**Division of County Lands****Ownership and Easement Search**

Search No. 08-44-23-C1-03988.0130

Date: March 21, 2007

Parcel: 147

Project: Burnt Store Road Widening, Project  
4088To: Pat Fischer  
Property Acquisition AgentFrom: Shelia A. Bedwell  
Property Acquisition Assistant 

STRAP: 08-44-23-C1-03988.0130

Effective Date: March 12, 2007, at 5:00 p.m.**Subject Property:** Lots 13, 14 and 15, Block 3988, Unit 55, Cape Coral Subdivision, according to the plat thereof recorded in Plat Book 19, Pages 92 through 106 inclusive, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Steve Sadlo**by that certain instrument dated November 20, 2001, recorded November 26, 2001, in Official Record Book 3526, Page 1825, Public Records of Lee County, Florida.**Easements:**

- 1) Easement Dedication as recited on recorded plat: "The owners of this property do hereby dedicate easements along each boundary of each homesite for County drainage purposes, and for Public Utilities, said easements not to exceed six feet each side of said boundaries unless otherwise shown."
- 2) Thirty foot Road and Drainage Easement along the westerly boundary of subject property, as shown on recorded plat of the subdivision.

NOTE 1): Resolution 27-04, for delinquent lot mowing accounts, recorded in Official Record Book 4404, Page 1244, Public Records of Lee County, Florida.

NOTE 2): Resolution 28-05, for delinquent lot mowing accounts, recorded in Official Record Book 4813, Page 4543, Public Records of Lee County, Florida.

NOTE 3): Resolution 23-06, for delinquent lot mowing accounts, recorded as Instrument number 2006000286780, Public Records of Lee County, Florida.

**Tax Status: 2006 taxes are due and payable in the amount of \$1,737.32; tax certificate 05-022873 is outstanding for 2004 taxes; tax certificate 06-024059 is outstanding for 2005 taxes.**  
*(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 guarantee nor warranty as to its accuracy.**

## 5-Year Sales History

Burnt Store Road Widening Project No. 4088  
Parcel No. 147

STRAP No. 08-44-23-C1-03988.0130

NO SALES in PAST 5 YEARS