

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

Blue Sheet No. 20041054

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize: (1) approval of Real Estate Sales Agreement, for sale of previously declared surplus parcel on Lafayette Street, known as Lot 45, Block 25, Oakland Park Subdivision, in the amount of \$1,015.00; (2) the Chairman on behalf of the Board of County Commissioners to sign the Agreement; and (3) Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must approve all conveyances from Lee County.

WHAT ACTION ACCOMPLISHES: Disposes of surplus property, placing it back on the tax rolls, as well as eliminating any further County liability (maintenance costs, insurance, etc.)

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #2

C6A

3. MEETING DATE:

10-12-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 125.35 (2)
- ORDINANCE
- ADMIN. CODE
- OTHER
- Blue Sheet 9880629
- Resolution 98-07-03

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION County Lands *[Signature]*
- BY: Karen L.W. Forsyth, Director *[Signature]*

7. BACKGROUND:

The County acquired subject property in 1962 in exchange for Lot 46, Block 25, Oakland Park Subdivision. Due to its shape and size the lot does not meet the current minimum requirements of the Growth Management Code of the City of Fort Myers. On July 7, 1998, the Board approved surplusing the property by Resolution 98-07-03. Its market appeal is only to adjacent property owners. Adjacent owner that was interested in 1998 is now in position to acquire the property.

Property Details:

Purchaser: Kean D. Boyer
Address: Lafayette Street, Fort Myers
STRAP #: 24-44-24-P2-02900.0450

Sale Details:

Sale Price: \$1,015.00
Costs to Close: Purchaser to pay closing costs.

Appraisal Information:

Property has been assessed by the Lee County Property Appraiser at \$3,750.00.

Staff Recommendation: County staff recommends the Board approve the Requested Motion.

Account No.funds will deposited into: 20861730100.364220.9000

Attachments: Real Estate Sales Agreement

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					QA	DM	Risk	GC	
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *9/29/04*
Time: *10:30*
Forwarded To: *[Signature]*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
9/29/04
1:15 pm
COUNTY ADMIN
FORWARDED TO:
9/30/04
330

This document prepared by
Public Works/County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Project: **Surplus Property No. 8617**
Parcel: **Lafayette Street, L45**
STRAP No: **24-44-24-P2-02900.0450**

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this 11
day of August, 2004 between LEE COUNTY, a political subdivision of
the State of Florida (Seller), and **Kean D. Boyer** (Buyer) whose address is
2270 Palm Avenue, Fort Myers, FL 33916, as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and Buyer
agrees to purchase all right, title and interest in that certain parcel
of land located in Lee County, Florida, and legally described in "Exhibit
A" attached to this agreement.

2. **PURCHASE PRICE:** The purchase price for the property is **\$1,015.00**,
payable by certified funds at closing.

\$1,015.00 KDB 8-11-04

3. **DEPOSIT:** Seller acknowledges receipt of ~~\$101.50~~ from Buyer as a
deposit that will be credited against the purchase price at closing.

4. **TITLE:** At closing, Seller will convey to Buyer title to the
property by Statutory Deed. The parties understand and agree that Buyer
is purchasing the property in an "as is" condition and no express or
implied warranties or guarantees exist with respect to marketable title,
the condition of structures on the property, or the ability of Buyer to
obtain title insurance on the property. Buyer acknowledges responsibility
for any inquiries or investigations regarding property title or the
condition of structures on the property. The parties also agree that
Seller has no obligation or liability for the cost to correct any
deficiencies discovered by Buyer through investigation or inquiry.

5. **INSPECTION/TERMINATION:** Buyer has a 30 day inspection and
termination period that commences on the date this agreement is executed
by the Buyer. During that period, Buyer may perform any inspections or
other types of inquiries on or concerning the property at Buyer's sole
expense. Buyer may, as a result of inspection or inquiry, terminate this
agreement within 30 days of execution by delivering written notice to the
County stating, with specificity, the basis of the Buyer's decision to
terminate. Upon appropriate termination by the Buyer, the Seller will
return Buyer's deposit and no further obligations will exist under this
agreement.

6. **DOCUMENTS AND EXPENSES:** Seller will prepare and execute the
Statutory Deed. Buyer is responsible for all other costs resulting under
this agreement including but not limited to documentary stamps on deeds,
survey or audit costs, special assessment costs that become payable after
closing, broker's fees, and other types of closing costs.

7. **TIME AND BINDING AGREEMENT:**

- a. Time is of the essence for closing this transaction.
- b. Buyer's written acceptance of this offer constitutes a binding agreement between the parties, their successors and assigns for the purchase and sale of the property.

8. **FAILURE OF PERFORMANCE; ATTORNEY'S FEES:**

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any claims. Thereafter, both parties are relieved of any further obligation under this agreement.
- b. If Seller alone defaults or otherwise fails to perform under this agreement, after 30 days' written notice from the Buyer to Seller concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to Seller as agreed upon damages and full settlement of any claims. Thereafter, both parties are relieved of any further obligations under this agreement.
- c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

9. **CLOSING:** Closing shall take place during normal business hours at such location as Seller may select, within **60 days** after execution of the Sales Agreement between Buyer and Seller.

10. **AMENDMENT, OTHER AGREEMENTS:** Any amendments to the provisions of this agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This agreement represents the entire agreement between the parties.

Witness

Print Name: _____

Kean D. Boyer 8-11-04
Buyer (Date)

Print Name: **Kean D. Boyer**

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED AS TO FORM

Office of County Attorney

EXHIBIT "A"

Project: Surplus Property No. 8617
Parcel: Lafayette Street, L45
STRAP: 24-44-24-P2-02900.0450

Lot 45, Block 25, Oakland Park, a Subdivision according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 1, Page 61, Public Records of Lee County, Florida.

244424P2029000450

LaFayette St.
+/- .9 Acre
Oakland Park zoned industrial
within City of Ft. Myers limits.

244424

THIS IS NOT A SURVEY.
THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR
INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE
INACCURATE. THIS MAP IS NOT TO BE ACCOMPANIED
BY A WARRANTY OR GUARANTEE. THE USER SHALL MAKE
EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION.
INDEPENDENT VERIFICATION MAY BE REQUIRED.

REVISED: OCT. 1, 2003

