

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

Blue Sheet No. 20061713

1. ACTION REQUESTED/PURPOSE:

Approve the purchase of Parcel 113, 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		C6J	5. Meeting Date: _____ JAN 09 2007		
6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute	FS. 125		Commissioner _____	
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	_____		Department Independent	
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	_____		Division County Lands <i>TLM 12/19/06</i>	
<input type="checkbox"/> Public	<input type="checkbox"/> Other	_____		By: Karen L.W. Forsyth, Director <i>KLF</i>	
<input type="checkbox"/> Walk-On					

9. Background:

Negotiated for: Solid Waste

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

Property Details:

Owner: Zoe Shobert
Location: 340 Church Road, Felda, Hendry County, Florida
Part of Account No.: 1174529-A0000050100

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
					Analyst	Risk	Grants	Mgr	
<i>KLF</i> 12-19-06			<i>Stander</i> 12-19-06	<i>Robert</i> 12-20-06	<i>John</i> 12-21-06	<i>JR</i> 12-21	<i>Stander</i> 12-19-06	<i>Stander</i> 12-19-06	

11. Commission Action:

- Approved
- Other
- Deferred
- Denied

RECEIVED BY
COUNTY ADMIN:
12/21 11:45

COUNTY ADMIN
FORWARDED TO:
12/21 4:00
PR

Rec. by CoAtty
Date: *12/21/06*
Time: *10:25 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: 113

Account No. 1174529-A0000050100

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 _____, 200___, by and between **Zoe Shobert**, hereinafter referred to as SELLER, whose address is P.O. Box 674, Felda, FL 33930-0674, 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 340 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.

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.

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

WITNESSES:

Melba Summers
Dana Lephew

SELLER:

Zoe Shobert 12-1-06
Zoe Shobert (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)

EXHIBIT "A"

Church Road Extension, Project No. 0919
Parcel 115

The South 20 feet of the following described parcel:

The South $\frac{2}{5}$ of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 45 South, Range 29 East, less the South 25 feet thereof for road right-of-way, Hendry County, Florida.

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

SE 1/4 OF
SECTION 17

SHIRLEE SLOVENSKI SHAEFER
AND EDWIN V. SCHAEFER
ORB 418, PG.932
TAKE ACREAGE = 0.08 ACRES±
(SEE DETAIL)

ORB 72, PG.591

EAST LINE
SEC. 17

(NOT TO SCALE)

10' PRIVATE
ROAD ESMT.

ORB 494,
PG.609

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

ORB 559, PG.1107

ORB 143, PG.14

12 FOOT
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 185, PG.237
ORB 77, PG.6651
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

20.00'
(R/W TAKE)

25' R/W
ORB 155, PG.471

ORB 159, PG.472
S. 25' FOR ROAD R/W
ORB 163, PG.407
6 FOOT LEE COUNTY
ELECTRIC EASEMENT

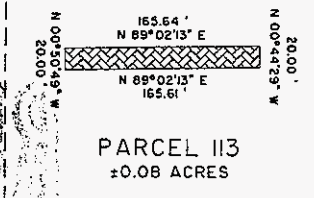
NORTH LINE
SEC. 20

PROPOSED SOUTHERLY
RIGHT OF WAY LINE

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

113 NE 1/4 OF
SECTION 20

DETAIL
(NOT TO SCALE)



PARCEL 113
±0.08 ACRES

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 113 RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY/MJZ	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 6/10/99	SEC-TWP-RGE SEC-17-T45S-R29E
	COUNTY: HENDRY

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

Search No. R1-17-45-29-A00-0005.001.0

Date: October 25, 2006

Parcel: 113

Project: Church Road Extension, Project #0919

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

STRAP: R1-17-45-29-A00-0005.001.0

Effective Date: September 15, 2006, at 5:00 p.m.

Subject Property: The South 20 feet of the following described parcel:

The South 2/5 of the East 1/2 of the East 1/2 of the East 1/2 of the SW 1/4 of the SE 1/4 of Section 17, Township 45 South, Range 29 East, less the South 25 feet thereof for road right-of-way, Hendry County, Florida.

Title to the subject property is vested in the following:

Zoe Shobert

By that certain instrument dated January 26, 2004, recorded April 23, 2004, in Official Record Book 672, Page 8, Public Records of Hendry County, Florida.

Easements:

1. Easement as set forth in Official Record Book 143, Page 14, Public Records of Hendry County, Florida.

NOTE (1): Subject to right, title or interest of any unknown spouse of Shirlee Slovenski and Frederick M. Slovenski, by virtue of Deeds recorded in Official Record Book 225, Page 515 and Official Record Book 312, Page 660, Public Records of Hendry County, Florida. (which may be cleared by recording an affidavit of non-homestead)

NOTE(2): Mortgage executed by Zoe Shobert, a single woman, in favor of Wachovia Bank, National Association, dated January 23, 2004, recorded April 23, 2004, in Official Record Book 672, Page 9, Public Records of Hendry County, Florida.

Tax Status: 2005 taxes paid November 10, 2005 in the amount of \$601.18.
(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. 113

Church Road Extension Project No. 0919

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
Edwin V. and Shirlee Schaefer, h/w	Zoe Shobert	April 23, 2004	\$49,900	Y