

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

**Blue Sheet No. 20061209**

**1. ACTION REQUESTED/PURPOSE:** Authorize: (1) approval of Real Estate Sales Agreement, for private sale of 1,973 square feet of Conservation 20/20 lands previously declared surplus, adjacent to 5100 Esplanade Street, in the amount of \$3,500; (2) the Chairwoman on behalf of County Commissioners to sign the Agreement and County Deed; (3) Division of County Lands to handle all documentation necessary to complete transaction; (4) Reimbursement to Parks and Recreation, \$500 for cost of survey ; and (5) return of net proceeds to refund prior year expense.

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

**3. MANAGEMENT RECOMMENDATION:** Approve

**4. Departmental Category:** 6      **C6D**      **5. Meeting Date:** **SEP 26 2006**

<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b>	
	<input checked="" type="checkbox"/> Statute	125.35 (2)	Commissioner	
	<input checked="" type="checkbox"/> Ordinance	02-34- See 5D	Department	
	<input checked="" type="checkbox"/> Admin. Code		Division	
	<input checked="" type="checkbox"/> Other	Blue Sheet 20060572 Resolution 06-06-04	By: Karen L.W. Forsyth, Director	

**9. Background:** The subject property with an encroachment was part of Conservation 20/20 Lands Parcel 81 acquired as a result of the Reahard court case. The Board declared the subject property as surplus on June 13, 2006, and authorized staff to effect a private sale pursuant to FS 125.35 and Lee County Ordinance 02-34 5, D. Certified letter was mailed out to only adjacent land owner advising them of the County's intention to dispose of said property. The only adjacent owner responded by returning a \$350 deposit along with a signed Sales Agreement for \$3,500 including \$500 for survey by Johnson Engineering , plus all closing costs. The subject property is 1,973 square feet or 4% of the 1.15 acres in STRAP # 31-47-25-B3-00408.0390 with current assessed value of \$1,150.

**Negotiated for:** Division of County Lands and Parks & Recreation

**Account:** 20880030103.369900.9046 -- Refund prior year expense.

**Attachments:** Real Estate Sales Agreement, County Deed, Location Map

**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>K. Forsyth</i>			<i>BD 9/12</i>	<i>Robert Gordon</i> 9-12-06	<i>New</i> 9-14-06	<i>5/8/06</i>	<i>9/14/06</i>	<i>9/14/06</i>	<i>HS 9/14/06</i>

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY COUNTY ADMIN  
 9-13-06 11:00 am  
 COUNTY ADMIN FORWARDED TO:  
 9-15-06  
 8:30 AM

Rec. by CoAtty  
 Date: 9/12/06  
 Time: 3:05 pm  
 Forwarded To: Admin.  
 9/13/06 11 am

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

Project: CONSERVATION LANDS PROGRAM PROJECT No. 8800  
Parcel: ENCROACHMENT AREA, IMPERIAL RIVER PRESERVE NOMINATION 81  
STRAP No.: PORTION OF 31-47-45-B3-00408.0390

**REAL ESTATE SALES AGREEMENT**

**THIS AGREEMENT** for real estate purchase and sale is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and H. Lake Sims, Jr. and Connie A Sims, husband and wife, (Buyer) whose address is 5100 Esplanade Street, Bonita Springs, FL 34134, 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 **\$3,500.00**, including \$500.00 for Johnson Engineering survey, payable by certified funds at closing. *HKS*

3. **DEPOSIT:** Seller acknowledges receipt of **\$350.00** 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 15 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 15 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, 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:**

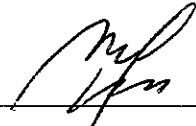
a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any 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 15 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.

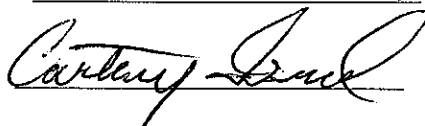
c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

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: 

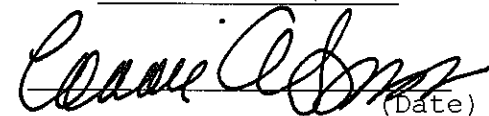
Print Name: MAXIMO A. TEJADA

Witness: 

Print Name: COURTNEY ISRAEL

Buyer:  (Date)

Print Name: H. Lake Sims, Jr.

Buyer:  (Date)

Print Name: Connie A. Sims

ATTEST:  
CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

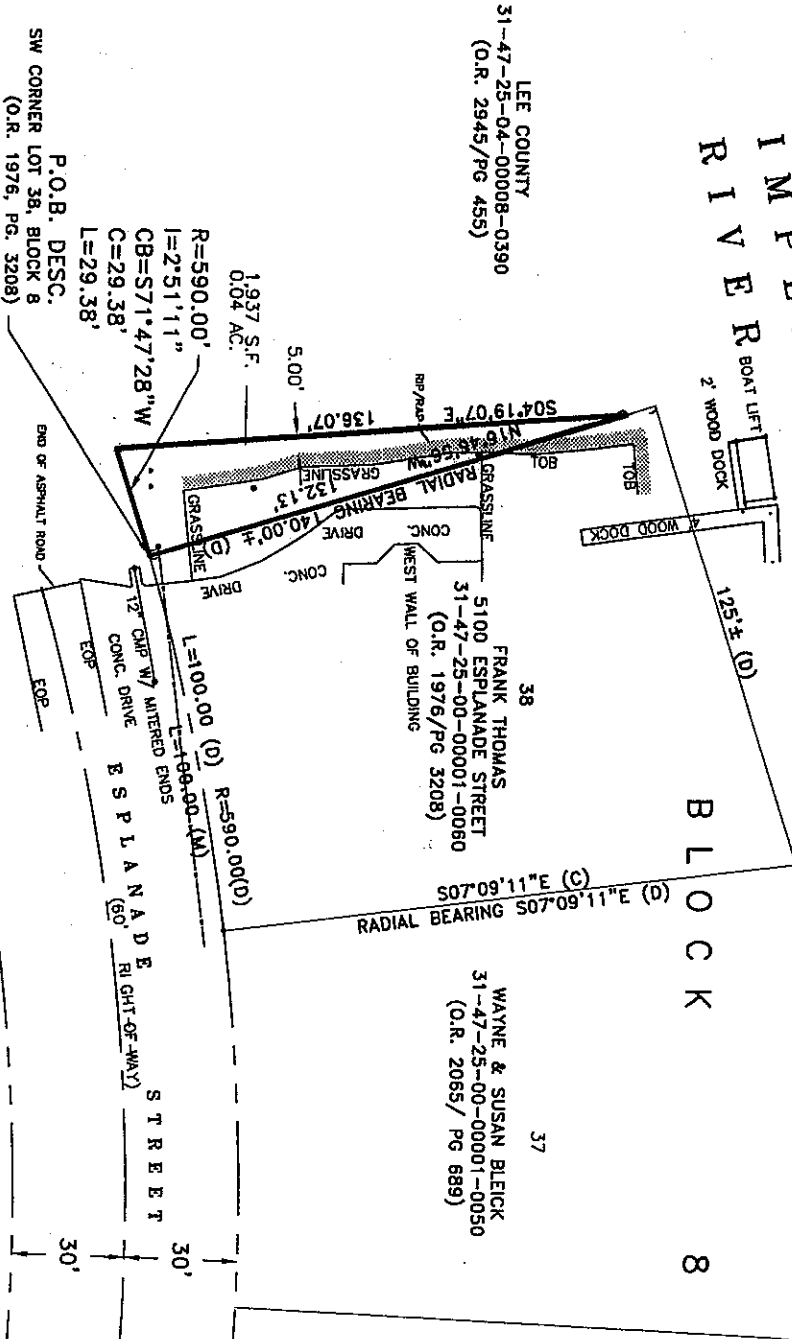
By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

\_\_\_\_\_  
Office of County Attorney

IMPERIAL  
RIVER

BLOCK 8



LEE COUNTY  
31-47-25-04-00008-0390  
(O.R. 2945/Pg 455)

38  
FRANK THOMAS  
5100 ESPLANADE STREET  
31-47-25-00-00001-0060  
(O.R. 1976/Pg 3208)

37  
WAYNE & SUSAN BLEICK  
31-47-25-00-00001-0050  
(O.R. 2065/ Pg 689)

P.O.B. DESC.  
SW CORNER LOT 38, BLOCK 8  
(O.R. 1976, Pg. 3208)

1,937 S.F.  
0.04 AC.  
R=590.00'  
I=2°51'11\"/>

L=100.00 (D) R=590.00(D)  
L=169.00 (M)

ESPLANADE  
RIGHT-OF-WAY

30'

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 38, BLOCK 8, TO BEAR N 16° 51' 51\"/>



THIS IS NOT A SURVEY

MICHAEL W. NORMAN (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: APR 28 2006

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 2 OF 2

A PARCEL OF LAND BEING A PART OF  
UNRECORDED IMPERIAL SHORES  
SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

JOHNSON  
ENGINEERING

2158 JOHNSON STREET  
P.O. BOX 1550  
FORT WAGERS, FLORIDA 33902-1550  
PHONE (239) 334-0046  
FAX (239) 334-3661  
E.B. #642 & L.B. #642

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
3/28/05	20055258	32-47-25	1"=40'	1 OF 2

SKETCH TO ACCOMPANY DESCRIPTION

Exhibit "A"

Exhibit "A"

DESCRIPTION

A PARCEL OF LAND BEING A PART OF  
UNRECORDED IMPERIAL SHORES  
SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 32, Township 47 South, Range 25 East, being a part of unrecorded Imperial Shores as recorded in Official Record Book 53 at Page 128, Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of Lot 38, Block 8, unrecorded Imperial Shores, as recorded in Official Record Book 1976 at Page 3208, Public Records of Lee County, Florida, run N 16° 46' 56" W along the westerly line of said Lot 38 for 132.13 feet; thence run S 04° 19' 07" E departing said lot line for 136.07 feet to an intersection with the westerly prolongation of the northerly curved right-of-way line of Esplanad Street, also being the southerly curved line of said Lot 38, thence run southwesterly along said northerly curved right-of-way line to the right of radius 590.00 feet (delta 02° 51' 11") (chord bearing S 71° 47' 28" W) (chord 29.38 feet) for 29.38 feet to the Point of Beginning.  
Parcel contains 1,937 square feet, more or less.  
Subject to easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the deed recorded in Official Record Book 1976, Page 3208, wherein the west line of said Lot 38, Block 8, bears N 16° 51' 51" W.

NOT VALID WITHOUT SHEET 1 OF 2

A PARCEL OF LAND BEING A PART OF  
UNRECORDED IMPERIAL SHORES  
SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

**JOHNSON**  
ENGINEERING

2158 JOHNSON STREET  
P.O. BOX 1550  
FORT WARRS, FLORIDA 33902-1550  
PHONE (239) 334-0046  
FAX (239) 334-5651  
E.B. #642 & L.B. #642

DESCRIPTION				
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
3/28/05	20055258	32-47-25	N/A	1 OF 2

This Instrument Prepared by:  
COUNTY LANDS DIVISION  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Project Conservation Lands Program Project No. 8800  
Parcel: Encroachment Area, Imperial River Preserve Nomination No. 81  
STRAP No. Portion of 31-47-45-B3-00408.0390

**THIS SPACE FOR RECORDING**

**COUNTY DEED  
(Statutory)**

**THIS DEED**, executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **LEE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (County), to H. Lake Sims, Jr. and Connie A Sims, husband and wife, whose address is 5100 Esplanade Street, Bonita Springs, FL 34134, Grantee.

**WITNESSETH:** The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida, as legally described in Exhibit "A" attached and made a part of this hereof.

In accordance with Florida Statutes 270.11, the COUNTY hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the subject land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the subject land with the privilege to mine and develop each interest. Provided, however, the right of entry with respect to any interest in phosphate, minerals, metals or petroleum reserved in favor of the County is hereby released if the subject parcel being conveyed is or has always been a contiguous tract of less than 20 acres in the aggregate under the same ownership.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

Deed Restrictions: ***The property described in Exhibit A will be used for open space and landscaping purposes only.*** Grantee agrees that the use restriction is to run with the land and be binding on their heirs and assigns unless released by the Grantor or its heirs or assigns.

**IN WITNESS WHEREOF** the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

(OFFICIAL SEAL)

ATTEST:  
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tammara Hall, Chairwoman

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of County Attorney

# IMPERIAL RIVER

## BLOCK 8

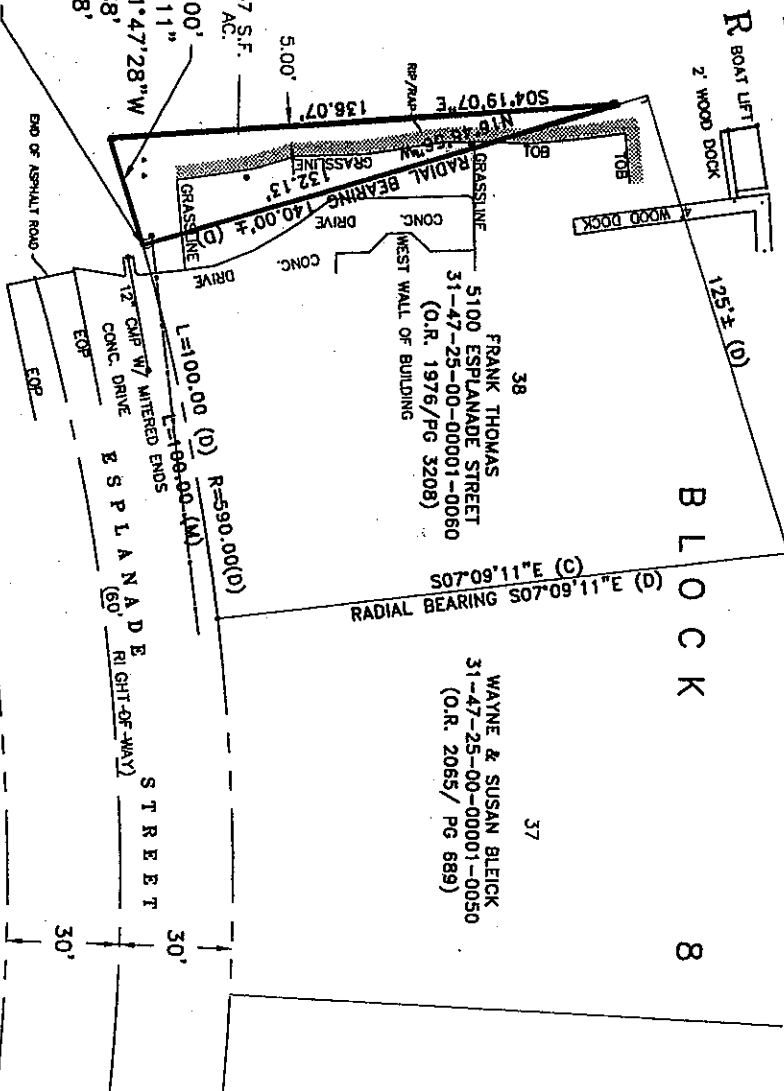
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31-47-25-00-00001-0060  
(O.R. 1976/Pg 3208)

37  
WAYNE & SUSAN BLEICK  
31-47-25-00-00001-0050  
(O.R. 2085/Pg 689)

1937 S.F.  
0.04 AC.  
R=590.00'  
I=251'11"  
CB=S71°47'28"W  
C=29.38'  
L=29.38'

P.O.B. DESC.  
SW CORNER LOT 38, BLOCK 8  
(O.R. 1978, PG. 3208)



A PARCEL OF LAND BEING A PART OF  
UNRECORDED IMPERIAL SHORES  
SECTION 32, TOWNSHIP 47 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA

NOT VALID WITHOUT SHEET 2 OF 2

### JOHNSON ENGINEERING

2158 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE (239) 334-0046  
FAX (239) 334-3661  
E.B. #642 & L.B. #642

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
3/28/05	20055258	32-47-25	1"=40'	1 OF 2

SKETCH TO ACCOMPANY DESCRIPTION

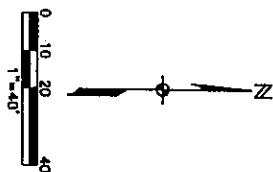
**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 38, BLOCK 8, TO BEAR N  $16^{\circ}51'51''$  W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC. = DESCRIPTION.
6. PARCEL CONTAINS 1937 SQUARE FEET (0.04 ACRES) MORE OR LESS.
7. DESCRIPTION ATTACHED.

THIS IS NOT A SURVEY

DATE SIGNED: APR 28 2006  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MICHAEL W. KOSMAN, (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 4500



**Exhibit "A"**

DESCRIPTION  
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 LEE COUNTY, FLORIDA

**JOHNSON**  
 ENGINEERING

2138 JOHNSON STREET  
 P.O. BOX 1550  
 FORT WATERS, FLORIDA 33902-1550  
 PHONE (239) 334-0046  
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DESCRIPTION			
DATE	PROJECT NO.	FILE NO.	SCALE
3/28/05	20055258	32-47-25	N/A
			SHEET
			1 OF 2