

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

**Blue Sheet No. 20020675**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the acquisition of Parcel 154, for the Harlem Lake Redevelopment Project in the amount of \$4,000.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize payment of necessary costs to close; authorize Chairman on behalf of the Board of County Commissioners to execute the Agreement; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**WHY ACTION IS NECESSARY:** The Board must formally accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** The acquisition of this parcel will allow the Human Services Department to work in partnership with local housing providers to assist property owners in the neighborhood with the availability of new housing.

**2. DEPARTMENTAL CATEGORY:** 06

**3. MEETING DATE:**

**COMMISSION DISTRICT #:** 2

*C6A*

*06-25-2002*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE 125
  - ORDINANCE
  - ADMIN.
  - OTHER

**6. REQUESTOR OF INFORMATION**

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

TIME REQUIRED:

**7. BACKGROUND:**

The Division of County Lands has been requested by the Department of Human Services to acquire properties for the Harlem Lake Redevelopment Project. This project consists of purchasing vacant lots within the Harlem Lake Subdivision and allow the Human Services Department to work in partnership with local housing providers to assist property owners in the neighborhood with the availability of new housing.

The owner of Parcel 154, Sarah Battle, has agreed to sell the subject property, a 2-lot site, to the County for \$4,000.00. A appraisal of similar property in the vicinity indicates a value range of \$4,000 to \$5,000 for this property. The County is responsible for title insurance, survey costs, environmental audit and recording fees. The seller, at her expense, is to pay documentary stamps and real estate broker and attorney fees, if any.

Necessary fees to close will be approximately \$400.00. Acquisition funding comes from Dunbar's Community Development Block Grant funding and will have no impact to the County's General Fund. Funds are available in Account No. ~~140500~~ 110636 13920.503150.1100.

Staff recommends Board approve the requested motion.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
<i>[Signature]</i>	<i>n/A</i>			<i>[Signature]</i>	OA	OM	RISK	GC	<i>[Signature]</i>
					<i>RK 6/13</i>	<i>6/13/02</i>	<i>6/17/02</i>	<i>6-13-02</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
BY CO. ATTY.  
*6/12/02*  
*3:07 PM*  
CO. ATTY.  
FORWARDED TO:  
*CO ADMIN*  
*6-13-02 10:30*

*6/13/02* *TD*  
*11:05am*  
*6/13/02* *BL*  
*2:15pm*

This document prepared by

Lee County  
County Lands Division  
Project: Harlem Lake Redevelopment Project  
Parcel: 154  
STRAP No.: 20-44-25-05-00006.0190

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 1<sup>st</sup> day of May, 2002 by and between **Sarah Battle**, hereinafter referred to as SELLER, whose address is 3165 Economy Street, Fort Myers, Florida 33916, 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 0.26 acres more or less, and located at 2158 Simon Court, Fort Myers, Florida and more particularly described as Lots 19 and 20, Block 6, Harlem Lake Unit 1, a subdivision according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 12, page 38, Public Records of Lee County, Florida, hereinafter called "the Property." This property will be acquired for the Harlem Lake Redevelopment Project, hereinafter called "the Project."

**2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Four Thousand Dollars (\$4,000.00), 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 \$4,000.00, 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;
- (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.

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:

Rhoda A. Sapp

(DATE)

5/1/02

SELLER:

Sarah Battle  
Sarah Battle

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)

# COMMITMENT

File No.:  
2280622JMM

Commitment No.:  
2280622

## SCHEDULE A

Date Effective: February 27, 2002

*No Charges as of 5-23-02.*  
*JS*

1. Policy or Policies to be issued:

(a) ALTA Owner's Policy

Amount of Policy:

Proposed Insured:

\$ 4,000.00

**Lee County, a Political Subdivision of the State of Florida**

(b) ALTA Loan Policy

Amount of Policy:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is:

**Fee Simple**

3. Title to the fee simple estate or interest in said land is at the effective date hereof vested in:

**Sarah Battle**

4. The land referred to in this Commitment is described as follows:

**LOTS 19 & 20, BLOCK 6, UNIT 1, HARLEM LAKE SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, RECORDED IN PLAT BOOK 12, PAGE 38, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.**



**COMMITMENT**

File No.:  
2280622JMM

Commitment No.:  
2280622

**SCHEDULE B – Section I  
Requirements**

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper Instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
  - a. Deed from Sarah Battle conveying the property described in Schedule A hereof Lee County, a Political Subdivision of the State of Florida.
3. Lot Mowing Lien recorded on Official Records Book 2515, at Page 2949, must be satisfied or released of record as to the land.

**COMMITMENT**

File No.:  
2280622JMM

Commitment No.:  
2280622

**SCHEDULE B – Section I  
Exceptions**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- 1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Standard Exceptions:

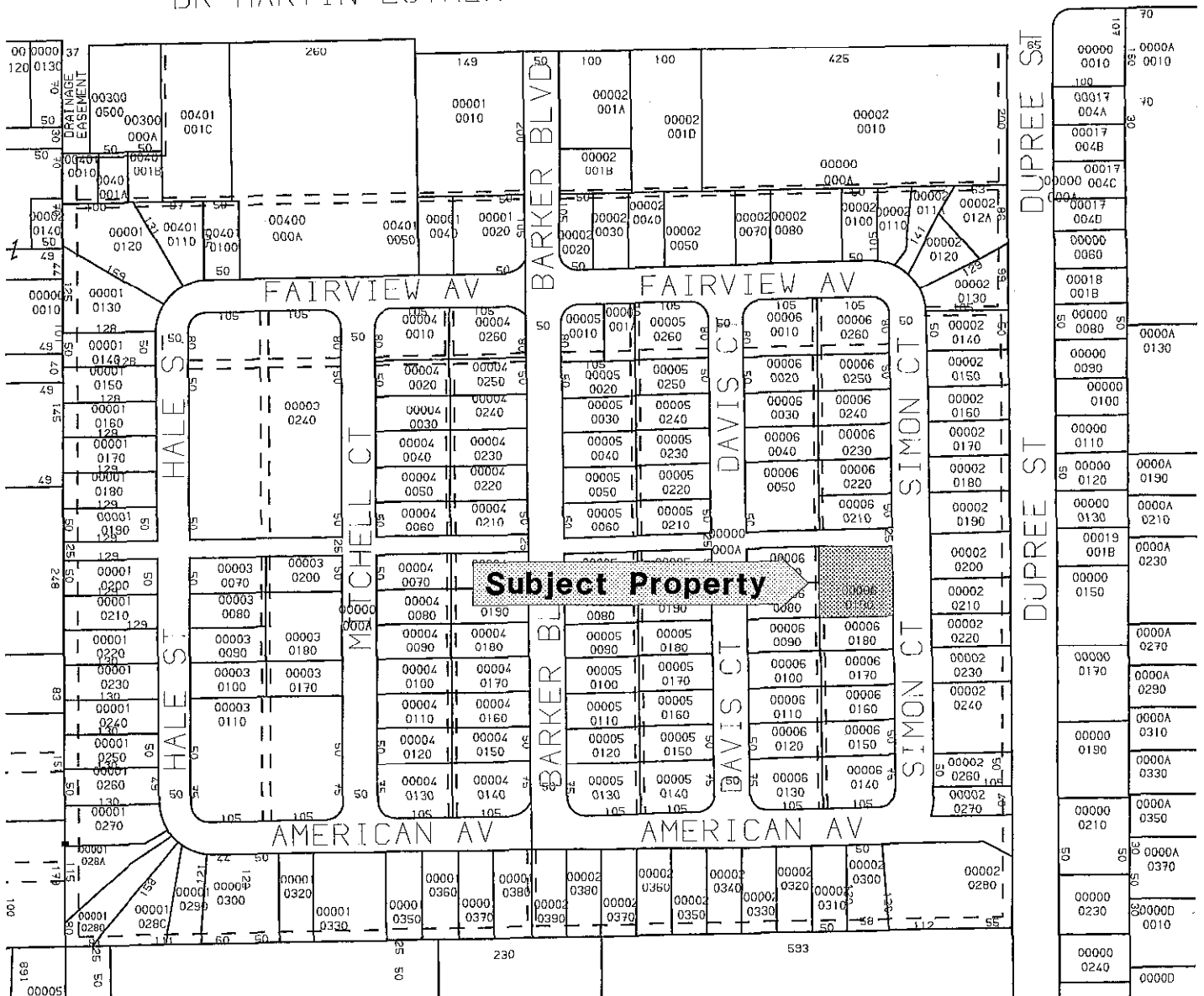
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Easements, or claims of easements, not shown by the public records.
- 4. Encroachments, overlaps, boundary line disputes, and other matters which would be disclosed by an accurate survey and inspection of the premises.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

- 7. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
- 8. Taxes for the year 2002 and subsequent years, which are not yet due and payable.
- 9. Taxes for the year 2001 and previous years have been paid. Taxes for the year 2001 were paid in the amount of \$ 71.71. Taxes for the year 2002 are not yet due and payable. Tax I.D. number is 20-44-25-05-00006.0190.

03404  
006A

DR MARTIN LUTHER KING JR BLVD (SR 82)



# 5-Year Sales History

Parcel No.154  
Harlem Lake Redevelopment Project

**NO SALES in PAST 5 YEARS**