

This document prepared by

Lee County - County Lands Department
Project No.: 7619/North Lee County Wellfield Expansion
Parcel No.: 108/Huffmaster
MLS 217074770
STRAP No.: Part of 07-43-25-00-00005.0000

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 18th day of June, 2019 by and between **Patricia Huffmaster**, hereinafter referred to as **SELLER**, whose address is 241 Rose Street, North Fort Myers, FL 33903, and **Lee County**, a political subdivision of the State of Florida, hereinafter referred to as **COUNTY**, whose address is P.O. Box 398, Fort Myers, FL 33901.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and COUNTY agrees to purchase, subject to the terms and conditions set forth below, a fee-simple parcel of land consisting of 3.28 acres more or less, more particularly described in attached Exhibit "A", being located at 6751 Rich Road, North Fort Myers, Florida and referred to as the "Property". This Property will be acquired for the North Lee County Wellfield Expansion, Project No. 7619 (the "Project").

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Thousand Dollars and No/100 (\$100,000.), payable at closing in U.S. Currency by official bank check.

3. **EVIDENCE OF TITLE:** COUNTY will obtain at COUNTY'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 COUNTY. 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

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AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
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with legal access, subject only to real estate taxes for the current year, zoning, use restrictions imposed by governmental authority, deed restrictions and easements acceptable to COUNTY, as determined by COUNTY.

4. CONDITION OF PROPERTY; RISK OF LOSS: COUNTY 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 COUNTY, whichever occurs first, will be at SELLER's sole risk and expense. However, COUNTY may accept the damaged property or COUNTY may cancel this Agreement without obligation.

5. SELLER'S INSTRUMENTS: SELLER will 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 COUNTY'S 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, prorated to the day before closing;
- (c) any and all assessments levied against the Property must be paid in full at closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER's attorney and real estate broker fees.

6. COUNTY'S INSTRUMENTS AND EXPENSES: COUNTY will pay for:

- (a) Recording fee for deed;
- (b) documentary stamps on deed, if any;
- (c) survey, (if desired by COUNTY);
- (f) title commitment/policy.

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. COUNTY is exempt from ad valorem taxation.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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8. **ASSESSMENTS:** SELLER will provide any and all notices of pending or imminent assessments. Failure to disclose assessment notices becomes a breach of agreement and SELLER will be responsible to pay the full amount due.

9. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, COUNTY 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, COUNTY 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 30 days after notice, COUNTY may elect to accept the Property in its existing condition or may terminate this Agreement without obligation.

10. **SURVEY:** COUNTY may order the Property surveyed at COUNTY'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 COUNTY may elect to treat those discrepancies, violations or encroachments as a title defect.

11. **ENVIRONMENTAL AUDIT:** COUNTY may perform or have performed, at COUNTY's expense, an environmental audit of the Property. If the audit identifies environmental conditions unacceptable to the COUNTY, COUNTY may elect to accept the Property in its existing condition or COUNTY may terminate this Agreement without obligation.

12. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER, to the best of SELLER's knowledge, 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. To the best of SELLER's knowledge, 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, to the best of SELLER's knowledge, 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. To the best of SELLER's knowledge, 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. To the best of SELLER's knowledge, there

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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. To the best of SELLER's knowledge, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER's knowledge, 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 COUNTY harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

13. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The COUNTY'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 COUNTY abandons this project segment after execution of this Agreement, but before closing, COUNTY may terminate this Agreement without obligation.

14. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 75 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

15. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

16. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the COUNTY harmless from and against any claims by a real estate broker claiming by or through SELLER.

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AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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17. **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 COUNTY at time of closing unless otherwise stated herein.

18. **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.

19. **SPECIAL CONDITIONS:** COUNTY may obtain, at its expense, water quality/feasibility analyses. If the analyses indicate unacceptable conditions or water quality results, as determined by COUNTY, COUNTY may terminate this Agreement without obligation.

Any additional special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:

Abby Lemire

[1st Witness' Signature]

Abby Lemire

[Type or print name]

Suzanne Wucath

[2nd Witness' Signature]

Suzanne Wucath

[Type or print name]

By: *Patricia Huffmaster*
Patricia Huffmaster

PK

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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Approved and accepted for and on behalf of Lee County, Florida, this 18th day of June, 2019.

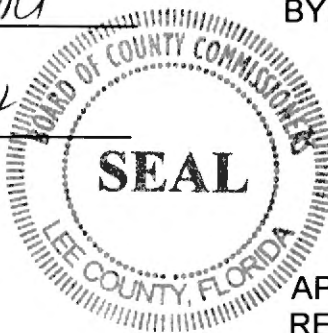
ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Missy Flint

BY: Brian Hamman
[Signature]

Missy Flint
[Type or Print Name]
Deputy Clerk



Brian Hamman, Vice Chair
[Type or print name]
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: John J. Fredyma
John J. Fredyma
Senior Assistant County Attorney
Lee County Attorney's Office



E.F. Gaines Surveying Services, Inc.
5235 Ramsey Way, Suite 10
Fort Myers, Florida 33907
(P): 239-418-0126 (Web): EFGaines.com

**LEGAL DESCRIPTION
PARCEL NO. 108 (PW 20)**

A parcel of land located in Section 7,
Township 43 South, Range 25 East, Lee County, Florida

All that part of Section 7, Township 43 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

BEGINNING at the intersection of the north line of the South half (S 1/2) of the Southeast one-quarter (SE 1/4) of Section 7, Township 43 South, Range 25 East and the east right-of-way line of Slater Road; thence along said north line N.87°14'39"E. for 356.14 feet to a line which lies 356.00 feet easterly of as measured at right angles to and parallel with the east right-of-way line of Slater Road; thence along said parallel line S.01°08'57"E. for 404.16 feet to a line which lies 404.00 feet southerly of as measured at right angles to and parallel with the north line of the South half (S 1/2) of the Southeast one-quarter (SE 1/4) of said Section 7; thence along said parallel line S.87°14'39"W. for 348.52 feet to the east right-of-way line of Slater Road; thence along said east right-of-way line N.01°08'57"W. for 209.05 feet; thence continue along said east right-of-way line S.88°51'03"W. for 7.62 feet; thence continue along said east right-of-way line N.01°08'57"W. for 194.90 feet to the **POINT OF BEGINNING** of the parcel herein described;

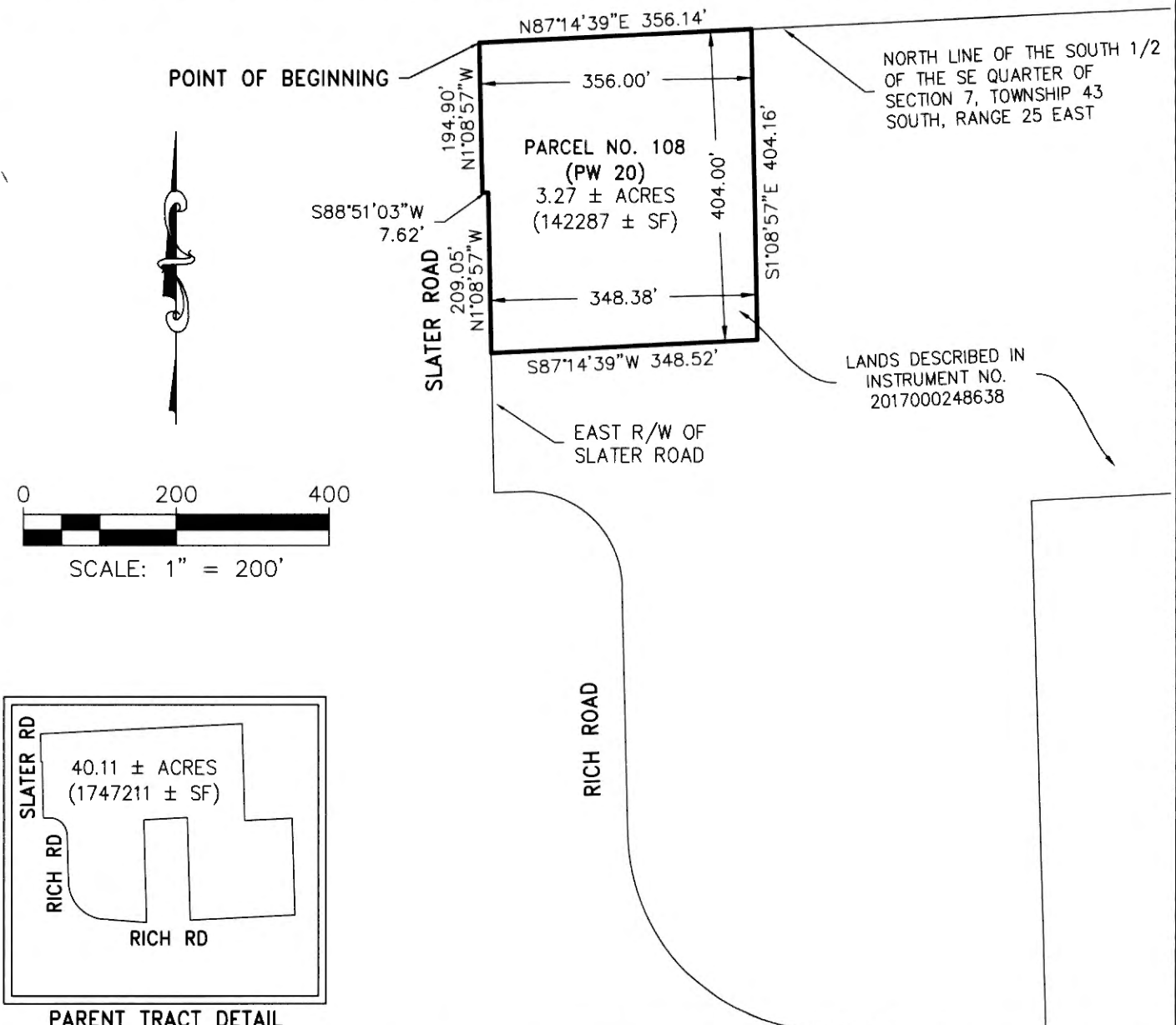
Parcel contains 3.27 +/- Acres (142287 +/- Square Feet);


Bearings are based on the north line of the South half (S 1/2) of the Southeast one-quarter (SE 1/4) of Section 7, Township 43 South, Range 25 East being N.87°14'39"E.

File Name: 0779-001; Sheet 2 of 2

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SE QUARTER OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 25 EAST BEING N.87°14'39"E. PER DESCRIPTION FOUND IN INSTRUMENT NO. 2017000248638 AS PROVIDED BY THE CLIENT. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. THE PARENT TRACT REFERENCED ABOVE AND SHOWN HEREON DOES NOT CLOSE MATHEMATICALLY BY 1.25' AND THE COURSES ALONG THE EAST R/W OF SLATER ROAD DO NOT AGREE WITH THOSE SHOWN ON THE I-75 R/W MAPS (SECTION 12075-2406, SHEETS 2 AND 5).
3. THIS IS A SKETCH OF A PARCEL OF LAND (SEE ATTACHED FOR LEGAL DESCRIPTION). THIS IS NOT A BOUNDARY SURVEY.
4. NO TITLE SEARCH WAS PERFORMED BY THIS FIRM OR PROVIDED BY THE CLIENT. THIS PARCEL IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.



<p>PARCEL NO. 108 (WELL SITE PW 20) NLCWTP WELL FIELD EXPANSION PHASE 3A</p>	<p>Issue Date: 05/16/19 Field Date: N/A</p>	
<p>This is a Sketch and Legal Description (see attached) of a parcel of land located in Section 7, Township 43 South, Range 25 East, Lee County, Florida.</p>	<p>Checked: EFG Drawn: KLG Field: N/A Scale: 1"=200'</p>	<p>E.F. Gaines Surveying Services, Inc. FL License No. LB7165 5235 Ramsey Way, Suite 10 Fort Myers, Florida 33907 Phone: 239-418-0126 Fax: 239-418-0127 Web: EFGaines.com</p>
<p>Elizabeth F. Gaines P.S.M. Digitally signed by Elizabeth F. Gaines P.S.M. 4576 State of Florida Date: 2019.05.23 11:33:24 -04'00'</p>	<p>Project No.: 0779 CAD File: 0779-001 Sheet No.: 1 OF 2</p>	
<p>Elizabeth F. Gaines, PSM Florida License No. LS 4576 <small>Not valid without the signature and raised seal or Adobe electronic signature of Elizabeth F. Gaines, PSM shown above</small></p>		

Prepared by and return to:
Corrine Collins
Real Estate Paralegal
Duncan & Associates, P.A.
1601 Jackson Street Suite 101
Fort Myers, FL 33901
239-334-4574
File Number: 2019.217
Will Call No.:

INSTR. # 2019000197858, Pages 4
Doc Type: D, Recorded: 8/23/2019 at 4:20 PM
Linda Doggett Lee County Clerk of the Circuit Court
Rec Fees: \$35.50 Deed Doc: \$700.00

Deputy Clerk CFELTMAN
#2

[Space Above This Line For Recording Data]

7619 North Lee County Wellfield Expansion

Warranty Deed

This Warranty Deed made this 23 day of August, 2019 between Patricia Huffmaster, a single person, whose post office address is 241 Rose Street, N. Fort Myers, FL 33903, grantor, and Lee County, a Political Subdivision of the State of Florida whose post office address is P.O. Box 398, Fort Myers, FL 33902-0398, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida to-wit:

As described in Exhibit A, Pages 1 and 2, attached hereto and made a part hereof by reference.

Part of Parcel Identification Number: 07-43-25-00-00005.0000

Subject to: Covenants, conditions, restrictions, easements, limitations and zoning ordinances of record, if any; and taxes for the year 2019 and subsequent.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2018**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Acquisition approved by the Lee County Board
of Commissioners action on 6-18-2019
and accepted on behalf of the board by _____
J Keith Gomez on 8-23-2019
in accordance with Agenda Item 10
Project NLCWTP 7619 Parcel 108

Signed, sealed and delivered in our presence:

Jay Scarbrough
Witness Name: Jay Scarbrough

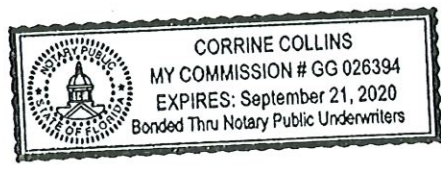
Corrine Collins
Witness Name: Corrine Collins

Patricia Huffmaster (Seal)
Patricia Huffmaster

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 23 day of August, 2019 by Patricia Huffmaster, who is personally known or has produced a driver's license as identification.

[Notary Seal]



Corrine Collins

Notary Public

Printed Name: _____

My Commission Expires: _____



E.F. Gaines Surveying Services, Inc.
5235 Ramsey Way, Suite 10
Fort Myers, Florida 33907
(P): 239-418-0126 (Web): EFGainnes.com

LEGAL DESCRIPTION
PARCEL NO. 108 (PW 20)

A parcel of land located in Section 7,
Township 43 South, Range 25 East, Lee County, Florida

All that part of Section 7, Township 43 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCING at the southwest corner of the southeast one-quarter (SE 1/4) of Section 7, Township 43 South, Range 25 East, Lee County, Florida;
thence along the west line of said southeast one-quarter (SE 1/4) N.00°04'30"E. for 1348.07 feet to the north line of the south one-half (S 1/2) of the southeast one-quarter (SE 1/4) of said Section 7;
thence along said north line N.88°54'05"E. for 7.41 feet to the centerline of Slater Road as shown on the I-75 Right-of-Way Map (Section 12075-2406; last revision date 05/11/89);
thence continue along said north line N.88°54'05"E for 27.01' to the east Right-of-Way line of said Slater Road and the **POINT OF BEGINNING** of the parcel herein described;

thence continue along said north line N.88°54'05"E. for 356.12 feet to a line which lies 356.00 feet easterly of as measured at right angles to and parallel with the said east right-of-way line of Slater Road;
thence along said parallel line S.00°21'58"W. for 404.13 feet to a line which lies 404.00 feet southerly of as measured at right angles to and parallel with the north line of the south one-half (S 1/2) of the southeast one-quarter (SE 1/4) of said Section 7;
thence along said parallel line S.88°54'05"W. for 350.11 feet to the said east right-of-way line of Slater Road;
thence along said east right-of-way line N.00°21'58"E. for 215.28 feet;
thence continue along said east right-of-way line N.89°38'02"W. for 6.00 feet;
thence continue along said east right-of-way line N.00°21'58"E. for 188.70 feet to the **POINT OF BEGINNING** of the parcel herein described;

Bearings are based on the west line of the southeast one-quarter (SE 1/4) of Section 7, Township 43 South, Range 25 East being N.00°04'30"E.

Parcel contains 3.27 +/- Acres (142579 +/- Square Feet);

Prepared by:

E.F. Gaines Surveying Services, Inc.
Florida License No. LB 7165

Elizabeth F. Gaines P.S.M. Digitally signed by Elizabeth F.
Gaines P.S.M. 4576 State of Florida
4576 State of Florida Date: 2019.08.19 08:19:16 -04'00'

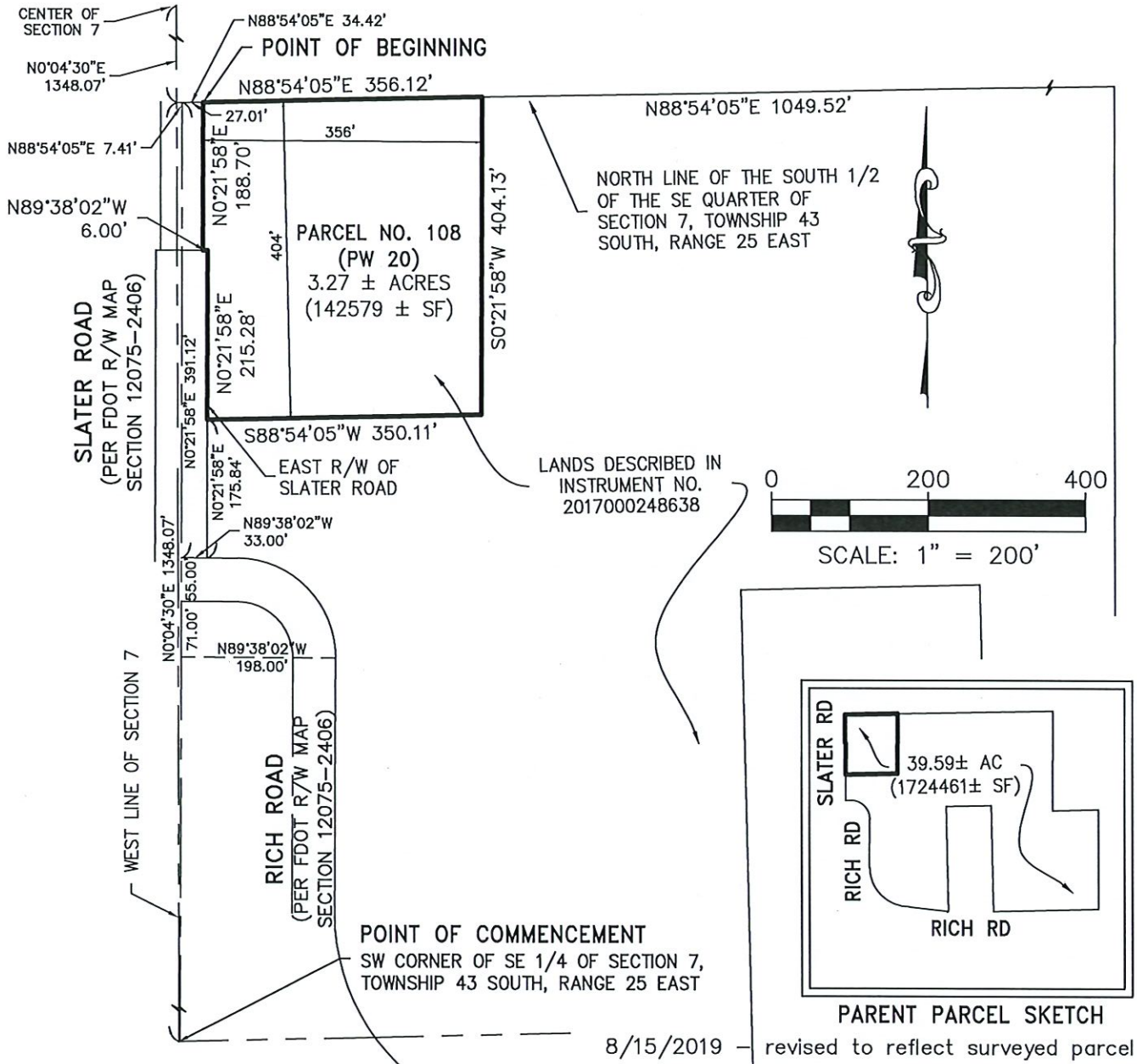
Elizabeth F. Gaines, PSM
Florida License No. LS 4576

Not valid without the signature and raised seal or Adobe electronic signature of Elizabeth F. Gaines, PSM shown above.

Ref: 0779-001

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SE QUARTER OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 25 EAST BEING N.00°04'30"E.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. THIS IS A SKETCH OF A PARCEL OF LAND (SEE ATTACHED FOR LEGAL DESCRIPTION). THIS IS NOT A BOUNDARY SURVEY.
4. A TITLE COMMITMENT FOR THE PARENT PARCEL WAS PROVIDED BY LEE COUNTY FOR USING IN PREPARING THIS SKETCH AND DESCRIPTION (FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2060-4331348, DATED APRIL 16, 2019 @ 8:00 AM).



PARCEL NO. 108 (WELL SITE PW 20)
NLCWTP WELL FIELD EXPANSION PHASE 3A

Issue Date: 05/16/19

Field Date: N/A

Checked: EFG

Drawn: KLG

Field: N/A

Scale: 1"=200'

Project No.: 0779

CAD File: 0779-001

Sheet No.: 1 OF 1

This is a Sketch and Legal Description (see attached) of a parcel of land located in Section 7, Township 43 South, Range 25 East, Lee County, Florida.

Elizabeth F. Gaines P.S.M. Digitally signed by Elizabeth F. Gaines P.S.M. 4576 State of Florida
Date: 2019.08.19 08:16:46 -04'00'

Elizabeth F. Gaines, PSM
Florida License No. LS 4576

Not valid without the signature and raised seal or Adobe electronic signature of Elizabeth F. Gaines, PSM shown above



E.F. Gaines
Surveying Services, Inc.

FL License No. LB7165

5235 Ramsey Way, Suite 10
Fort Myers, Florida 33907

Phone: 239-418-0126

Fax: 239-418-0127

Web: EFGaines.com

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 2019.217	7. Loan Number	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.			ID:	

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.*)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BUYER: Lee County, a Political Subdivision of the State of Florida
Address of Buyer: P.O. Box 398, Fort Myers, Florida 33902-0398

E. NAME OF SELLER: Patricia Huffmaster
Address of Seller: 241 Rose Street, N. Fort Myers, Florida 33903 TIN:

F. NAME OF LENDER: Jimmie J. Cochran
Address of Lender: P.O. Box 1701, Fort Myers, Florida 33902

G. PROPERTY LOCATION: 7619/North Lee Cty Wellfield Exp, Part of 6751 Rich Road, North Fort Myers, Florida 33917

H. SETTLEMENT AGENT: Duncan & Associates, P.A. TIN: 59-1551472
Place of Settlement: 1601 Jackson Street, Suite 101, Fort Myers, Florida 33901 Phone: 239-334-4574

I. SETTLEMENT DATE: 8/23/19 **DISBURSEMENT DATE:** 8/23/19

J. Summary of buyer's transaction		K. Summary of seller's transaction	
100. Gross amount due from buyer:		400. Gross amount due to seller:	
101. Contract sales price	100,000.00	401. Contract sales price	100,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	1,885.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from buyer:	101,885.50	420. Gross amount due to seller:	100,000.00
200. Amounts paid or in behalf of buyer:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	6,913.19
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508. Partial Release of Mortgage	82,487.50
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for buyer:	0.00	520. Total reductions in amount due seller:	89,400.69
300. Cash at settlement from/to buyer:		600. Cash at settlement to/from seller:	
301. Gross amount due from buyer (line 120)	101,885.50	601. Gross amount due to seller (line 420)	100,000.00
302. Less amount paid by/for the buyer (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	(89,400.69)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Buyer:	101,885.50	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	10,599.31

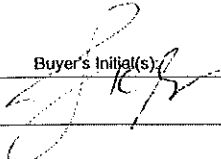
Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Buyer's Initial(s): JK

Seller's Initial(s): PH

L. Settlement charges				Buyer POC	Seller POC	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
700.	Total Sales/Brokers Com. based on price	\$100,000.00 @	6.0000 % = 6,000.00				
701.	6,000.00	6.0000 % to	Re/Max Realty Team				
702.		% to					
703.	Commission paid at settlement						6,000.00
704.		to					
800. Items payable in connection with loan:				Buyer POC	Seller POC		
801.	Loan origination fee	% to					
802.	Loan discount	% to					
803.	Appraisal fee	to					
804.	Credit report	to					
805.	Lender's inspection fee	to					
806.	Mortgage insurance application fee	to					
807.	Assumption Fee	to					
808.		to					
809.		to					
810.		to					
811.		to					
900. Items required by lender to be paid in advance:				Buyer POC	Seller POC		
901.	Interest from	to	@ /day				
902.	Mortgage insurance premium for	months to					
903.	Hazard insurance premium for	years to					
904.	Flood insurance premium for	years to					
905.		years to					
1000. Reserves deposited with lender:				Buyer POC	Seller POC		
1001.	Hazard insurance	months @	per month				
1002.	Mortgage insurance	months @	per month				
1003.	City property taxes	months @	per month				
1004.	County property taxes	months @	per month				
1005.	Annual assessments	months @	per month				
1006.	Flood insurance	months @	per month				
1007.		months @	per month				
1008.		months @	per month				
1009.	Aggregate accounting adjustment						
1100. Title charges:				Buyer POC	Seller POC		
1101.	Settlement or closing fee	to	Duncan & Associates, P.A.			500.00	
1102.	Abstract or title search	to	Duncan & Associates, P.A.			75.00	
1103.	Title examination	to					
1104.	Title insurance binder	to					
1105.	Document preparation - Modification of 1	to	Duncan & Associates, P.A.				600.00
1106.	Notary fees	to					
1107.	Attorney's Fees	to					
	(includes above item numbers:)				
1108.	Title Insurance	to	First American Title/Duncan & Associates			575.00	
	(includes above item numbers:)				
1109.	Lender's coverage (Premium):						
1110.	Owner's coverage (Premium):	\$100,000.00	(\$575.00)				
1111.	Endorse:						
1112.		to					
1113.		to					
1200. Government recording and transfer charges:							
1201.	Recording fees	Deed	\$35.50 Mortgage(s) Releases			35.50	
1202.	City/county tax/stamps	Deed	Mortgage(s)				
1203.	State tax/stamps	Deed	\$700.00 Mortgage(s)			700.00	
1204.	Partial Release of Mortgage	to	Clerk of Circuit Court				18.50
1205.	Modification of Mortgage	to	Clerk of Circuit Court				52.50
1300. Additional settlement charges:				Buyer POC	Seller POC		
1301.	Survey	to					
1302.	Pest Inspection	to					
1303.	2019/07-43-25-00-00005.0000	to	Lee County Tax Collector				242.19
1304.		to					
1305.		to					
1306.		to					
1307.		to					
1308.		to					
1309.							
1400. Total settlement charges:							
(Enter on lines 103, Section J and 502, Section K)						1,885.50	6,913.19

Buyer's Initial(s):


Seller's Initial(s):


**BUYER/SELLER
SETTLEMENT STATEMENT ADDENDUM**

File Number: 2019.217

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Buyer(s)

Lee County, a Political Subdivision of the State of Florida

By: *J. Keith Gomez*
J. Keith Gomez
Property Acquisition Agent

Seller(s)

Patricia Huffmaster
Patricia Huffmaster

Settlement Agent

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Duncan & Associates, P.A.

By: *Christie Collins*

Date: *Aug 23, 2019*

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



Real Property Tax Proration August 12, 2019

EXHIBIT NO.: 0

Tax Year:	2019
Current Strap:	07-43-25-00-00005.0000
Original Strap:	PR-20-19-00-00000.0064
Parcel No.:	
Owner:	HUFFMASTER PATRICIA
Date of Deposit:	08/23/2019 (ESTIMATED)
Escrow No.:	
Assessed Value:	\$24,525
Taxable Value:	\$24,525
No. of Acres:	

Taxes:	\$391.83
Prorated Taxes:	\$252.28
Less Discount of 4%:	\$10.09
Amount Due:	<u>\$242.19</u>

Per Diem: \$1.03

Deposit made earlier or later than Date of Deposit should be adjusted by this amount.

Note: The per diem calculation includes only those taxes being prorated and does not include Non Ad Valorem Assessments.

Proration of Taxes Based on Millage Rates for 2018

Taxing Authority Code and Name	Tax Roll	Applied	Millage Rate	Taxes	Prorate	No. of Days	Prorated Taxes
044 LEE CO GEN REV	Ad Valorem	Taxable	4.0506	\$99.34	Yes	235	\$63.97
012 LOCAL SCHOOL	Ad Valorem	Taxable	2.2480	\$55.13	Yes	235	\$35.49
013 STATE SCHOOL	Ad Valorem	Taxable	4.1530	\$101.85	Yes	235	\$65.57
101 LEE CO ALL HAZ	Ad Valorem	Taxable	0.0693	\$1.70	Yes	235	\$1.10
052 LEE CO LIBRARY	Ad Valorem	Taxable	0.4956	\$12.15	Yes	235	\$7.83
020 LEE CO UNINCORP	Ad Valorem	Taxable	0.8398	\$20.60	Yes	235	\$13.25
110 SFWMD - DW	Ad Valorem	Taxable	0.1209	\$2.97	Yes	235	\$1.90
084 SFWMD-ECP	Ad Valorem	Taxable	0.0417	\$1.02	Yes	235	\$0.66
308 SFWMD - OKEE	Ad Valorem	Taxable	0.1310	\$3.21	Yes	235	\$2.07
051 LEE CO HYACINTH	Ad Valorem	Assessed	0.0239	\$0.59	Yes	235	\$0.38
053 LEE CO MOSQUITO	Ad Valorem	Assessed	0.2636	\$6.46	Yes	235	\$4.16
063 N FT MYRS FIRE	Ad Valorem	Assessed	3.5000	\$85.84	Yes	235	\$55.27
098 W C INLD NAV	Ad Valorem	Taxable	0.0394	\$0.97	Yes	235	\$0.63

Customary Recitals

Seller: Patricia Huffmaster
Buyer: Lee County, a Political Subdivision of the State of Florida
Property: Part of 6751 Rich Road, North Fort Myers, FL 33917
Closing Agent: Duncan & Associates, P.A.
Closing Date: August 23, 2019
File Number: 2019.217

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for any clerical or scrivener's errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS: The Buyer(s) acknowledge(s) the existence of any homeowner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction. ****NONE****

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved by Buyer and Seller and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller and Buyer are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

RECOGNITION OF ROLE OF CLOSING/TITLE AGENT:

1. In regard to transaction described above, Duncan & Associates, P.A. is acting as the Title/Closing Agent. The function of Duncan & Associates, P.A. as the Title/Closing Agent is to prepare the deed and other closing documents, provide title insurance for the subject property through its underwriter and to provide title insurance through its underwriter for any lender. As Title/Closing Agent, we examine title and prepare and record the documents necessary to close the real estate transaction. Duncan & Associates, P.A. does not represent the interest of the Buyer or the Seller in this Transaction. As such, the Buyer and the Seller acknowledge that Duncan & Associates, P.A. did not provide any legal advice to Buyer or Seller with respect to this transaction. Buyer and Seller acknowledge that they have the right to retain legal counsel to advise them concerning this transaction and have either obtained separate legal representation or have decided to proceed with closing the transaction without legal representation.

2. Buyer and Seller have reviewed and signed Settlement Statement for the transaction. The Settlement Statement is accepted and approved by Seller and Buyer and the disbursement of funds as indicated in the Settlement Statement is authorized.

3. Buyer has reviewed the proposed deed and has approved the manner in which title will be held as set forth in the deed.

4. The agreements made herein by Buyer and Seller shall survive the closing and the execution and delivery of the closing documents.

The undersigned hereby certify that they have carefully reviewed the Closing Disclosure or other settlement statement form and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the Closing Disclosure or other settlement statement form to be paid on their behalf. We further certify that we have received a copy of the Closing Disclosure or other settlement statement.

Buyer(s)

Lee County, a Political Subdivision of the State of Florida

By: J. Keith Gomez
J. Keith Gomez, Property Acquisition Agent

Seller(s)

Patricia Huffmaster
Patricia Huffmaster

Settlement Agent

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Duncan & Associates, P.A.

By: Courie Collins Date: Aug 23, 2019

Closing Affidavit

(Seller)

Before me, the undersigned authority, personally appeared Patricia Huffmaster ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **Patricia Huffmaster ("Seller"), is/are the owner(s) of and is/are selling the following described property to Lee County, a Political Subdivision of the State of Florida ("Buyer"), to wit:**

As described in Exhibit "A" attached hereto and made a part hereof. Part of 6751 Rich Road, North Fort Myers, Florida 33917.

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2019, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. There have been no documents recorded in the Public Records of Lee County, Florida subsequent to April 16, 2019, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to Duncan & Associates, P.A. in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the proration used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.
10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.

13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:
- a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
 - b. Seller's U.S. Taxpayer Identification Number is on file with closing agent.
 - c. Seller's address is: **241 Rose Street, N. Fort Myers, FL 33903.**
 - d. No other persons or entities have an ownership interest in the above described property.

Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

14. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing **Duncan & Associates, P.A.** and **First American Title Insurance Company** to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds **Duncan & Associates, P.A.** and **First American Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Patricia Huffmaster
Patricia Huffmaster

State of Florida
County of Lee

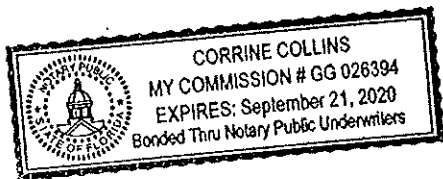
The foregoing instrument was sworn to and subscribed before me this 23 day of August, 2019 by Patricia Huffmaster, who is personally known or has produced a driver's license as identification.

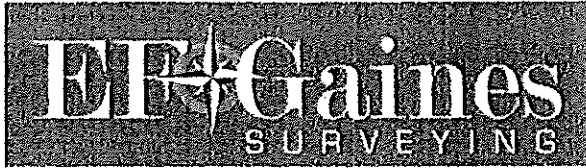
[Notary Seal]

Corrine Collins
Notary Public

Printed Name: _____

My Commission Expires: _____





E.F. Gaines Surveying Services, Inc.
5235 Ramsey Way, Suite 10
Fort Myers, Florida 33907
(P): 239-418-0126 (Web): EFGaines.com

LEGAL DESCRIPTION

PARCEL NO. 108 (PW 20)

A parcel of land located in Section 7,
Township 43 South, Range 25 East, Lee County, Florida

All that part of Section 7, Township 43 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCING at the southwest corner of the southeast one-quarter (SE 1/4) of Section 7, Township 43 South, Range 25 East, Lee County, Florida;

thence along the west line of said southeast one-quarter (SE 1/4) N.00°04'30"E. for 1348.07 feet to the north line of the south one-half (S 1/2) of the southeast one-quarter (SE 1/4) of said Section 7;

thence along said north line N.88°54'05"E. for 7.41 feet to the centerline of Slater Road as shown on the I-75 Right-of-Way Map (Section 12075-2406; last revision date 05/11/89);

thence continue along said north line N.88°54'05"E for 27.01' to the east Right-of-Way line of said Slater Road and the **POINT OF BEGINNING** of the parcel herein described;

thence continue along said north line N.88°54'05"E. for 356.12 feet to a line which lies 356.00 feet easterly of as measured at right angles to and parallel with the said east right-of-way line of Slater Road;

thence along said parallel line S.00°21'58"W. for 404.13 feet to a line which lies 404.00 feet southerly of as measured at right angles to and parallel with the north line of the south one-half (S 1/2) of the southeast one-quarter (SE 1/4) of said Section 7;

thence along said parallel line S.88°54'05"W. for 350.11 feet to the said east right-of-way line of Slater Road;

thence along said east right-of-way line N.00°21'58"E. for 215.28 feet;

thence continue along said east right-of-way line N.89°38'02"W. for 6.00 feet;

thence continue along said east right-of-way line N.00°21'58"E. for 188.70 feet to the **POINT OF BEGINNING** of the parcel herein described;

Bearings are based on the west line of the southeast one-quarter (SE 1/4) of Section 7, Township 43 South, Range 25 East being N.00°04'30"E.

Parcel contains 3.27 +/- Acres (142579 +/- Square Feet);

Prepared by:


E.F. Gaines Surveying Services, Inc.
Florida License No. LB 7165

Elizabeth F. Gaines P.S.M. Digitally signed by Elizabeth F.
Gaines P.S.M. 4576 State of Florida
4576 State of Florida Date: 2019.08.19 08:19:16 -04'00'

Elizabeth F. Gaines, PSM
Florida License No. LS 4576

Not valid without the signature and raised seal or Adobe electronic signature of Elizabeth F. Gaines, PSM shown above.

Ref: 0779-001

 First American Title™	Owner's Policy of Title Insurance (with Florida modifications)
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011412-0655078e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

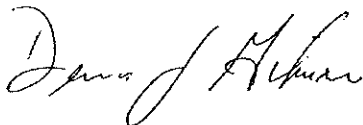
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.


(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: 2017.217

Issued By:

Duncan & Associates, P.A.
1601 Jackson Street, Suite 101
Fort Myers, FL 33901

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.
- 6. DUTY OF INSURED CLAIMANT TO COOPERATE**
- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.
- 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**
- In case of a claim under this policy, the Company shall have the following additional options:
- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- 8. DETERMINATION AND EXTENT OF LIABILITY**
- This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) - If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may

include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made, or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**



First American Title[™]

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-0655078e

Schedule A

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: 2019.217

Address Reference: 6751 RICH ROAD, NORTH FORT MYERS, FL 33917-4536

Amount of Insurance: \$100,000.00

Premium: \$575.00

Date of Policy: August 23, 2019 at 4:20 PM

1. Name of Insured: Lee County, a Political Subdivision of the State of Florida
2. The estate or interest in the Land that is insured by this policy is: Fee Simple
3. Title is vested in: Lee County, a Political Subdivision of the State of Florida
4. The Land referred to in this policy is described as follows:


See Exhibit "A" attached hereto and made a part hereof.

Duncan & Associates

By: _____

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	5011412-0655078e

File No.: 2019.217

The land referred to herein below is situated in the County of LEE, State of FL, and described as follows:

All that part of Section 7, Township 43 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCING at the southwest corner of the southeast one-quarter (SE ¼) of Section 7, Township 43 South, Range 25 East, Lee County, Florida; thence along the west line of said southeast one-quarter (SE ¼) N.00 degrees 04'30"E. for 1348.07 feet to the north line of the south one-half (S ½) of the southeast one-quarter (SE ¼) of said Section 7; thence along said north line N.88 degrees 54'05"E. for 7.41 feet to the centerline of Slater Road as shown on the I-75 Right-of-Way Map (Section 12075-2406; last revision date 05/11/89); thence continue along said north line N.88 degrees 54'05"E. for 27.01' to the east Right-of-Way line of said Slater Road and the POINT OF BEGINNING of the parcel herein described;

thence continue along said north line N.88 degrees 54'05"E. for 356.12 feet to a line which lies 356.00 feet easterly of as measured at right angles to and parallel with the said east right-of-way line of Slater Road; thence along said parallel line S.00 degrees 21'58"W. for 404.13 feet to a line which lies 404.00 feet southerly of as measured at right angles to and parallel with the north line of the south one-half (S ½) of the southeast one-quarter (SE ¼) of said Section 7; thence along said parallel line S. 88 degrees 54'05"W. for 350.11 feet to the said east right-of-way line of Slater Road; thence along said east right-of-way line N.00 degrees 21'58"E. for 215.28 feet; thence continue along said east right-of-way line N.89 degrees 38'02"W. for 6.00 feet; thence continue along said east right-of-way line N.00 degrees 21'58"E. for 188.70 feet to the POINT OF BEGINNING of the parcel herein described.

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule B	POLICY NUMBER 5011412-0655078e

File No.: 2019.217

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by prior owners.
7. Taxes and assessments for the year 2019 and subsequent years, not yet due and payable

NOTE: Exception(s) numbered 1, 2, 3, 4 and 5 above are hereby deleted.

8. NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

* 9. Order of Taking recorded in Book 1142, Page 232, as ratified and confirmed by Final Judgment recorded in book 1290, Page 2386. *S/B 252*

* 10. Driveway Easement reservation as contained in Warranty Deed recorded in Book 3586, Page 4668: NOTE: Easement refers to the Este 20 feet of property recorded in Book 3434, Page 4395. *S/B "West"*

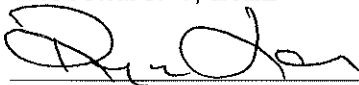
11. Notice of Clearing as recorded in Instrument No. 2009000253745.

12. Note: All of the recording information contained herein refers to the Public Records of LEE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

13. The following matters as disclosed on Survey Project Number 0779, prepared by E.F. Gaines Surveying Services, Inc., dated August 19, 2019, shows a vacant parcel of land with a 4' Chain Link Fence with Gate along the North East corner of the subject property which appears to be encroaching from the abutting parcel of land.

Memorandum
from the
Department of County Lands

To: Minutes Department
Lee County Clerk of Court

Date: November 1, 2022
From: 
Ryan Lauer
Property Acquisition Assistant

SUBJECT: BoCC Date: June 18,2019 Item #C10

Enclosed please find the following items:

- Copy of Owner's Title Policy: 5011412-0655078E
- Copy of Recorded Warranty Deed: Instrument # 2019000197858
- Copy of Recorded Temporary Construction Agreement
- Copy of Purchase Agreement
- Copy of Settlement Statement
- Copy of Agenda Items Report Item # C10 6-18-2019
- Copy of Recorded
- Other:

These documents are now the permanent records of the Clerk's Minutes Department.

Enclosures as stated.



AGENDA ITEM REPORT

DATE: June 18, 2019
 DEPARTMENT: County Lands
 REQUESTER: Robert Clemens
 TITLE: Approve Purchase of Land for North Lee County Wellfield Expansion

I. MOTION REQUESTED

- A. Approve Purchase Agreement with Patricia Huffmaster, for the voluntary purchase of Parcel 108 (±3.28 acres – fee simple interest) in the amount of \$100,000 for the North Lee County Water Treatment Plant Wellfield Expansion, Project No. 7619, pursuant to the terms and conditions of the Purchase Agreement;
 B. Authorize the Chair on behalf of the Board to execute the Purchase Agreement;
 C. Authorize payment of the necessary fees and costs to complete the transaction;
 D. Authorize County Lands to handle and accept all documentation necessary to complete the transaction.

II. ITEM SUMMARY

Acquires a ±3.28 acre parcel in the amount of \$100,000 (plus costs to close) for the N. Lee County Water Treatment Plant Wellfield Project. This purchase avoids the need for condemnation and its related fees, costs and time to process. The parcel provides the necessary land for a raw water well located at 6751 Rich Road, N. Ft. Myers. The BoCC previously approved the North Lee County Water Treatment Plant and wellfield expansion as part of its Capital Improvement Program.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other HistoryB) Policy IssuesC) BoCC GoalsD) Analysis

Lee County Utilities is planning to expand the North Lee County Wellfield, which is required to support the current raw water capacity of the North Lee County Water Treatment Plant. The water treatment plant serves the potable water needs within the North Lee County Service area.

This property purchase is located in an area where previous test wells (earlier this year) indicated high water quality and flows. This is the first location in the Phase 1 area, which is expected to have 4 wells to supplement the existing wells and allow for proper rotation of the wells for maintenance and to manage the overall health of the wellfield. Cost for this phase is anticipated to be approximately \$7M and wells are to be under construction next year pending property acquisition.

Phase 2 of this wellfield expansion includes 8 wells (assuming a certain production that will be verified during test well construction). The wells are expected to be \$1M each with the piping necessary to return to the plant at about \$1M per mile with a final route yet to be determined. Preliminary cost estimate of these wells is \$13M. The plant expansion of 5 MGD is estimated at \$40M. Schedule for construction of the Plant expansion and Phase 2 wells is 2021 with plant completion anticipated in 2024.

The acquisition of Parcel 108 (±3.28-acres) will provide the area required for the purpose of installing a necessary raw water well.

Owner: Patricia Huffmaster
 Site Address: 6751 Rich Road, North Fort Myers
 STRAP No.: 07-43-25-00-00005.0000

Purchase Price: \$100,000
 Estimated Closing Costs: \$15,000 (Costs include environmental assessment, surveying and closing expenses)

Appraisal Information: See the attached Value Justification Report.

The subject property has not sold in the last five years.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$115,000
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Utilities Capital Improvement Program: Capital Improvement Project: North Lee County Water Treatment Plant Wellfield Expansion to 15 Million Gallons Account Strings: 20761948730.506199	
G)	Fund Type?	Enterprise
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING//IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
<u>Agreement for Purchase and Sale of Real Estate</u>	5/30/2019	Agreement
<u>Value Justification Report</u>	5/30/2019	Backup Material
<u>Title Search</u>	5/30/2019	Backup Material
<u>Map</u>	5/30/2019	Backup Material
<u>061819R-C10-Purchase Agr of Real Estate-Patricia Huffmaster-6751 Rich Rd</u>	6/27/2019	Agreement
<u>061819R-C10-Purchase Agr of Real Estate-Patricia Huffmaster-6751 Rich Rd</u>	6/27/2019	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
County Lands	Clemens, Robert	Approved	5/30/2019 - 10:19 AM
County Lands	Keyes, Pamela	Approved	6/3/2019 - 11:05 AM
Budget Services	Guttery, Angela	Approved	6/3/2019 - 2:06 PM
Budget Services	Winton, Peter	Approved	6/3/2019 - 2:14 PM
County Attorney	Jacob, Michael D.	Approved	6/3/2019 - 2:45 PM
County Manager	Salyer, Glen	Approved	6/11/2019 - 4:13 PM