

This document prepared by

Lee County - County Lands Department
Project: Sunshine Blvd North, No. 0794
Parcel No.: 104 – M&E Development
STRAP No.: 13-44-26-11-00000.K000

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This Agreement for purchase and sale of real property between **M&E Development, LLC, a Florida limited liability company**, whose address is 703 NE 5th Street, Delray Beach, FL 33483, hereinafter referred to as SELLER, and **Lee County, a political subdivision of the State of Florida**, whose address is P. O. Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as COUNTY, is made effective as of the date when the COUNTY has approved the Agreement, hereinafter referred to as "Effective Date".

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 parcel of land consisting of 8.77 acres more or less, and located at 3400 Sunshine Boulevard North, Lehigh Acres, FL 33971 and more particularly described as: *A portion of Tract "K", Section 13, Township 44 South, Range 26 East, Lehigh Acres, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 62, Public Records Lee County, Florida, less and except the tracts of land recorded in Official Records Book 1961, Pages 1347-1348, Official Records Book 2533, Pages 3118-3119, Official Records Book 2035, Page 534, and Instrument No. 2023000347890 of Public Records, Lee County Florida, (the "Property").* This Property will be acquired for the future expansion of Sunshine Boulevard North (the "Project").

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Three Hundred Forty Thousand and No/100 (\$340,000.00), 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 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, 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) documentary stamps on deed;
- (e) payment of release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any;
- (g) wiring fees, if desired by SELLER.

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

- (a) Recording fee for deed;
- (b) Title commitment and title policy;
- (c) Customary closing expenses;
- (d) Environmental audit; and
- (e) survey, (if desired by COUNTY).

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 3 of 7

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. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector.

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:** Prior to closing, COUNTY will have a reasonable time to examine the title to the Property. If title 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 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.

Prior to closing the COUNTY may obtain metes and bounds legal description and sketch of the Property, which will be utilized as the exhibit to the deed of conveyance.

11. **ENVIRONMENTAL AUDIT:** Within thirty (30) days of the Effective Date of this Agreement, COUNTY may perform or have performed, at COUNTY's expense an environmental audit of the Property. If the audits identify 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 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, to the best of SELLER's knowledge, 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 ninety (90) days from the Effective Date of this Agreement. 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.

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

WITNESSES:

1st Witness signature

Typed or printed name

2nd Witness signature

Typed or printed name

SELLER:

M&E Development, LLC
a Florida limited liability company

By: 
Evan Musa, Its Manager

03/04/24
Date

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
Page 6 of 7

WITNESSES:

~~_____~~
1st Witness signature

~~_____~~
Typed or printed name

~~_____~~
2nd Witness signature

~~_____~~
Typed or printed name

SELLER:

M&E Development, LLC
a Florida limited liability company

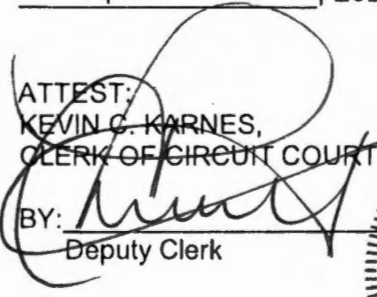
By: Marc Musa
Marc Anthony Musa, Its Manager

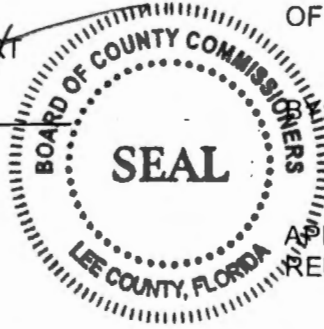
03/04/24
Date

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
Page 7 of 7

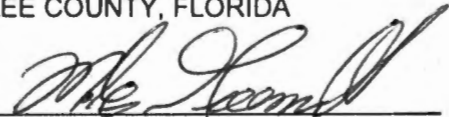
Approved and accepted for and on behalf of Lee County, Florida, this 2nd day of
April, 2024.

ATTEST:
KEVIN C. KARNES,
CLERK OF CIRCUIT COURT

BY: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
MIKE GREENWELL, CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: 
County Attorney's Office

The attached document has been approved by the Board of County Commissioners. Please review the instructions below and forward to the appropriate office when complete.


Meeting Date:	04/02/2024
Agenda Item #:	C7
Agenda Item Title:	Approve Purchase of Land for Future Roadway Expansion of Sunshine Blvd.
	(1) Agreement for Purchase and Sale of Real Estate
	(1) Transfer of Funds

Department	Instructions
County Attorney	Please review the attached document(s) at the BLUE sticker. If you have any questions concerning the document(s), contact the originating department. After completion, forward to the CHAIR/VICE CHAIR for signature.
Chair/Vice Chair	Sign the attached document(s) at the RED sticker. After completion, forward to the MINUTES OFFICE for execution.
Minutes Office	Execute the attached document(s). After document(s) are completely executed, return the remaining originals to Laurel Chick, County Administration for distribution.

Date out from Administration: 04/02/24

Return to Dept. Novus

RECEIVED
MINUTES OFFICE
2024 APR -5 PM 1:28



2024 APR -2 AM 11:05
RECEIVED BY
LEE CO. ATTORNEY

AGENDA ITEM REPORT

DATE: April 2, 2024
 DEPARTMENT: County Lands
 REQUESTER: Robert Clemens
 TITLE: Approve Purchase of Land for Future Roadway Expansion of Sunshine Blvd.

JKG

I. MOTION REQUESTED

- A) Approve Purchase Agreement with M&E Development, LLC, to acquire +/-8.8 acres of land (Parcel 104) in the amount of \$340,000, for the future widening of Sunshine Boulevard North, pursuant to the terms and conditions of the Agreement. The property is located at 3400 Sunshine Boulevard North, Lehigh Acres;
- B) Authorize Chair to execute the Purchase Agreement on behalf of the Board;
- C) Authorize payment of fees and costs, estimated at \$20,000, to complete the transaction;
- D) Authorize County Lands to handle and accept all documentation necessary to complete the transaction; and
- E) Approve a Budget Transfer of Funds from Road Impact Fees Central District Reserve Fund 38823 in the amount of \$360,000 and adjust the FY 2023/24 Capital Improvement Program accordingly.

II. ITEM SUMMARY

Acquires +/-8.8 acres for the future expansion of Sunshine Boulevard North. The purchase amount is \$340,000 plus closing costs estimated at \$20,000. Sunshine Boulevard North is a project identified and included in the Transportation Priorities that were adopted by the Board of County Commissioners on June 6, 2023. The property is located on the south side of Sunshine Boulevard North, west of the intersection with Flora Avenue North, Lehigh Acres. Funding for this purchase was not included in the current budget, a transfer from Road Impact Fee Reserves is being requested to cover the cost of the property plus closing costs. The purchase price is supported by an appraisal and subsequent purchase of a similar 8.8-acre parcel for \$340,000.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

B) Policy Issues

C) BoCC Goals

D) Analysis

A +/-8.8-acre tract of land, located at 3400 Sunshine Boulevard North, Lehigh Acres, is available for purchase by the County. This vacant residential tract is a linear parcel along the south side of Sunshine Boulevard North, west of the intersection with Flora Avenue North. Per discussions with the Community Development department, the tract can support up to 21 residential units.

Owner: M&E Development, LLC, a Florida limited liability company
 Site Address: 3400 Sunshine Boulevard North, Lehigh Acres
 STRAP No.: 13-46-26-11-00000.K000

This property was not appraised. However, a neighboring tract was recently appraised by the County, which valuation supports the purchase price. See the attached Value Justification Analysis. Acquiring the tract voluntarily, prior its subdivision and development by M&E Development, will provide a significant cost savings to the County, preclude potential driveway connections to the roadway corridor, and avoid the potential relocation of residents.

Estimated Closing Costs: \$20,000 (Costs include environmental assessment, title commitment/policy, survey tasks, and closing expenses)

The property sold in December of 2023. See attached 5-Year Sales History.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$360,000
B)	Is this item approved in the current budget?	No
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: Road Impact Fees Central District Program: Capital Projects Project: Sunshine Blvd North Account Strings: 20079438823	
G)	Fund Type?	Other: Road Impact Fees
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Agreement	3/7/2024	Agreement
Value Justification Analysis	3/7/2024	Backup Material
Five Year Sales History	3/7/2024	Backup Material
Title	3/7/2024	Backup Material
Location Maps	3/7/2024	Backup Material
Budget Transfer	3/21/2024	Transfer of Funds

REVIEWERS:

Department	Reviewer	Action	Date
County Lands	Clemens, Robert	Approved	3/20/2024 - 9:52 AM
County Lands	Price, Rob	Approved	3/8/2024 - 7:09 AM
Budget Services	Guttery, Angela	Approved	3/21/2024 - 12:42 PM
Budget Services	Winton, Peter	Approved	3/21/2024 - 1:48 PM
County Attorney	Halverson, David	Approved	3/26/2024 - 9:30 AM
County Manager	Mora, Marc	Approved	3/26/2024 - 1:34 PM