

This document prepared by:  
Lee County, Dept. of County Lands  
1500 Monroe St, 4<sup>th</sup> Floor  
Fort Myers, FL 33901

Project: Sunshine Blvd N., No. 0794  
STRAP No: 14-44-26-04-00037.0200  
MLS No. 224050723

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

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between **Barnhart Properties, LLC, a Florida Limited Liability Company and James M. McCabe PA, a Florida Corporation**, whose post office address is 2644 Fairmont Court, Cape Coral, FL 33991 ("Seller"), and **Lee County, a political subdivision of the State of Florida**, whose address P.O Box 398, Fort Myers, FL 33902-0398 ("County").

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND SELL.** Seller hereby agrees to sell, and County hereby agrees to purchase, subject to the terms and conditions set forth herein, property located at 3101 Sunshine Boulevard North, Lehigh Acres, FL 33971, consisting of approximately 10,977 square feet, as more particularly described as: *Lot 20, Block 37, Replat of Tract Q, Unit 4, in the East ½ of Section 14, Township 44 South, Range 26 East, Lehigh Acres, according to the Plat thereof, recorded in Plat Book 26, Page(s) 119, of the Public Records of Lee County, Florida* (the "Property").

2. **PURCHASE PRICE.** The purchase price for the Property ("Purchase Price") is Twenty-Six Thousand and No/100 Dollars (\$26,000.00), payable at closing in U.S. currency by official bank check.

3. **EVIDENCE OF TITLE.**

(A) **Title Commitment and Owner's Policy.** County shall pay for and obtain a Title Commitment and, upon closing, an Owner's Policy of Title Insurance issued to County in the amount of the Purchase Price, from a title company acceptable to County. The Title Commitment must show that the Property has legal and marketable title.

(B) **County's Right to Terminate.** If the Commitment identifies items that are unacceptable to County or indicative of a title defect in the Property, or in the event new title defects arise between the date of the Title Commitment and closing, County shall

have the right to terminate this Agreement by written notice to Seller, whereupon neither party shall thereafter have any rights or obligations under this Agreement.

**4. CONDITION OF PROPERTY; RISK OF LOSS; COUNTY'S INSPECTIONS.**

(A) Inspections. Between the Effective Date and closing, Seller agrees to provide County, its employees, agents and contractors with access to the Property for the purpose of performing, at County's expense, such studies, physical inspections and analyses as County deems appropriate, including without limitation Phase I and II environmental assessments under Paragraph 10 below.

(B) County's Right to Terminate. If County determines that the condition of the Property is unacceptable, County may terminate this Agreement by written notice to Seller, whereupon neither party shall thereafter have any rights or obligations under this Agreement. If County determines that the condition of the Property is acceptable, County shall accept the Property at closing in the condition inspected. Seller shall not make any changes to the condition of the Property or allow any detrimental activity to occur on the Property between the Effective Date and closing. In the event of loss or damage occurring prior to closing, County may accept the damaged property or terminate this Agreement by written notice to Seller, whereupon neither party shall thereafter have any rights or obligations under this Agreement.

**5. SELLER'S INSTRUMENTS AND EXPENSES.** At closing, Seller shall pay for and provide (as the case may be):

- (a) Provide statutory warranty deed (to be prepared by the closing agent at County's expense);
- (b) Provide seller's affidavit of title regarding liens, possession, and withholding under FIRPTA, in a form sufficient to allow "gap" coverage between the date of the Title Commitment and Owner's Policy, and any and all other affidavits and documents as may be requested by County or the title company pertaining to title, survey, or ownership (to be prepared by the closing agent at County's expense);
- (c) documentary stamp tax on deed;
- (d) property taxes, prorated as of the closing date, as provided in Paragraph 7 below;
- (e) assessments levied against the Property, to be paid in full at closing, if any;
- (f) all fees and other payments required to release mortgages, and other monetary liens, if any;
- (g) Seller's attorney fees, if any.

6. **COUNTY'S INSTRUMENTS AND EXPENSES.** County shall pay for the following items:

- (a) Title Commitment and Owner's Policy under Paragraph 3 above;
- (b) a survey of the Property, if obtained by County;
- (c) Environmental Site Assessments under Paragraph 10 below; and
- (c) Customary settlement, document preparation, recording, and closing costs.

7. **AD VALOREM TAX PRORATION.** Seller acknowledges that County is exempt from ad valorem taxation. At closing, Seller shall be charged for real estate taxes and personal property taxes (if applicable) up to, but not including, the date of closing. Seller shall pay all taxes determined to be legally due and payable by the County Tax Collector.

8. **ASSESSMENTS.** Seller shall provide County with any notices of pending or imminent assessments of which Seller becomes aware prior to closing. Failure to do so shall constitute a breach of this Agreement. Seller shall be solely responsible for paying the full amount of all assessments.

9. **SURVEY.** County may obtain, at County's expense, a survey of the Property. If County determines that the survey is unacceptable, shows a discrepancy in the size or dimensions of the Property, encroachments affecting the Property, objectionable easements encumbering the Property, County may elect to treat the same as a title defect under Paragraph 3(B) above.

10. **ENVIRONMENTAL AUDIT.**

(A) **Phase I.** County may obtain, at County's expense, a Phase I Environmental Site Assessment of the Property. If the assessment identifies environmental conditions unacceptable to County, County may elect to (i) accept the Property in its existing condition or terminate this Agreement by written notice to Seller, whereupon neither party shall thereafter have any rights or obligations under this Agreement, or (ii) if further investigation is recommended, obtain a Phase II assessment as provided herein.

(B) **Phase II.** If the Phase I Environmental Site Assessment recommends further investigation, County may obtain a Phase II Environmental Site Assessment. If the Phase II assessment identifies environmental conditions unacceptable to County, County may elect to accept the Property in its existing condition or terminate this Agreement by written notice to Seller, whereupon neither party shall thereafter have any rights or obligations under this Agreement.

**11. ABSENCE OF ENVIRONMENTAL LIABILITIES.**

(A) Representations and Warranties. 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.

(B) 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.

**12. ATTORNEYS' FEES.** In the event of a breach of this Agreement, the party not in breach shall be entitled to all rights and remedies available at law or in equity. The prevailing party in litigation arising from this Agreement shall be entitled to recover reasonable attorneys' fees and costs; subject to limitations thereof under Florida law as pertains to County's obligation to make such payments.

**13. CLOSING DATE AND LOCATION.**

(A) Date. The closing shall occur within 60 days after the Effective Date. The closing date may be extended by mutual written agreement of the parties. Seller shall deliver exclusive possession of the Property to County at closing. In the event the COUNTY abandons this Project segment after execution of this Agreement, but before closing, COUNTY may terminate this Agreement without obligation.

(B) Location. The closing shall be held at the office of the title company issuing the Owner's Policy.

**14. GENERAL PROVISIONS.**

(A) Assignment. Neither party shall assign its interests under this Agreement to a third party without the prior written consent of the other party.

(B) Authority. Each party represents that the person(s) signing this Agreement on its behalf has the full right, power and authority to do so and to fully bind such party to this Agreement.

(C) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, permitted assigns, heirs, executors, and legal representatives.

(D) Brokers. The Property is listed on the Southwest Florida Multiple Listing Service – ML# 224050723. Seller agrees to defend, indemnify and hold County harmless from and against claims by all real estate brokers and agents claiming entitlement to a commission.

(E) Entire Agreement; Amendments. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no verbal agreements or understandings shall modify its terms. All amendments to this Agreement must be in writing and signed by both parties.

(F) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida and Lee County, Florida. All disputes arising under this Agreement shall be resolved solely in the Circuit Court in Lee County, Florida, and the parties hereby

agree that such venue is proper.

(G) Severability. If any provision of this Agreement is determined by a court of law to be legally invalid or unenforceable, such provision shall be severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect.

(H) Survival. All representations and warranties of Seller under this Agreement shall be deemed made on the date of Seller's execution of this Agreement and again at closing. All representations and warranties of Seller under this Agreement and any and all obligations of Seller that are not or by their nature cannot be fulfilled as of the closing, shall survive the closing.

(I) Typewritten and Handwritten Provisions. Typewritten and handwritten provisions added to this Agreement and initialed by all parties, if any, shall control over the preprinted provisions.

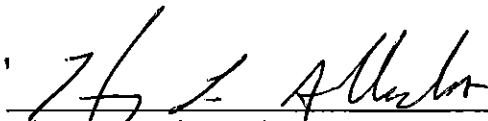
15. **SPECIAL CONDITIONS**. There are no special conditions attached hereto.

This Agreement for Purchase and Sale of Real Estate is signed by the parties on the dates indicated below, effective as of the Effective Date.

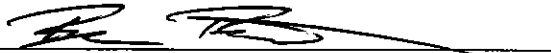
WITNESSES:

SELLER:

Barnhart Properties, LLC, a Florida Limited Liability Company

  
[Signature – witness 1]

HENRY C. Albrecht  
[Printed name – witness 1]

By:   
Brian Barnhart, Its Manager  
2644 Fairmont Cove Court  
Cape Coral, FL 33991

Date: 7-30, 2024

\_\_\_\_\_  
[Signature – witness 2]

\_\_\_\_\_  
[Printed name - witness 2]

WITNESSES:

SELLER:

James M. McCabe PA, a Florida Corporation

*[Handwritten Signature]*  
[Signature – witness 1]

By: *[Handwritten Signature]*  
James M. McCabe, Its President  
1384 Burgundy Drive  
Fort Myers, FL 33919

HENRY C. Albrecht  
[Printed name – witness 1]

Date: 7/30/, 2024

\_\_\_\_\_  
[Signature – witness 2]

\_\_\_\_\_  
[Printed name - witness 2]

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:  
KEVIN C. KARNES  
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
MIKE GREENWELL, CHAIR

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

\_\_\_\_\_  
County Attorney's Office