

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
Page 2 of 6

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

Page 3 of 6

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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
Page 4 of 6

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
Page 5 of 6

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

Page 6 of 6

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;

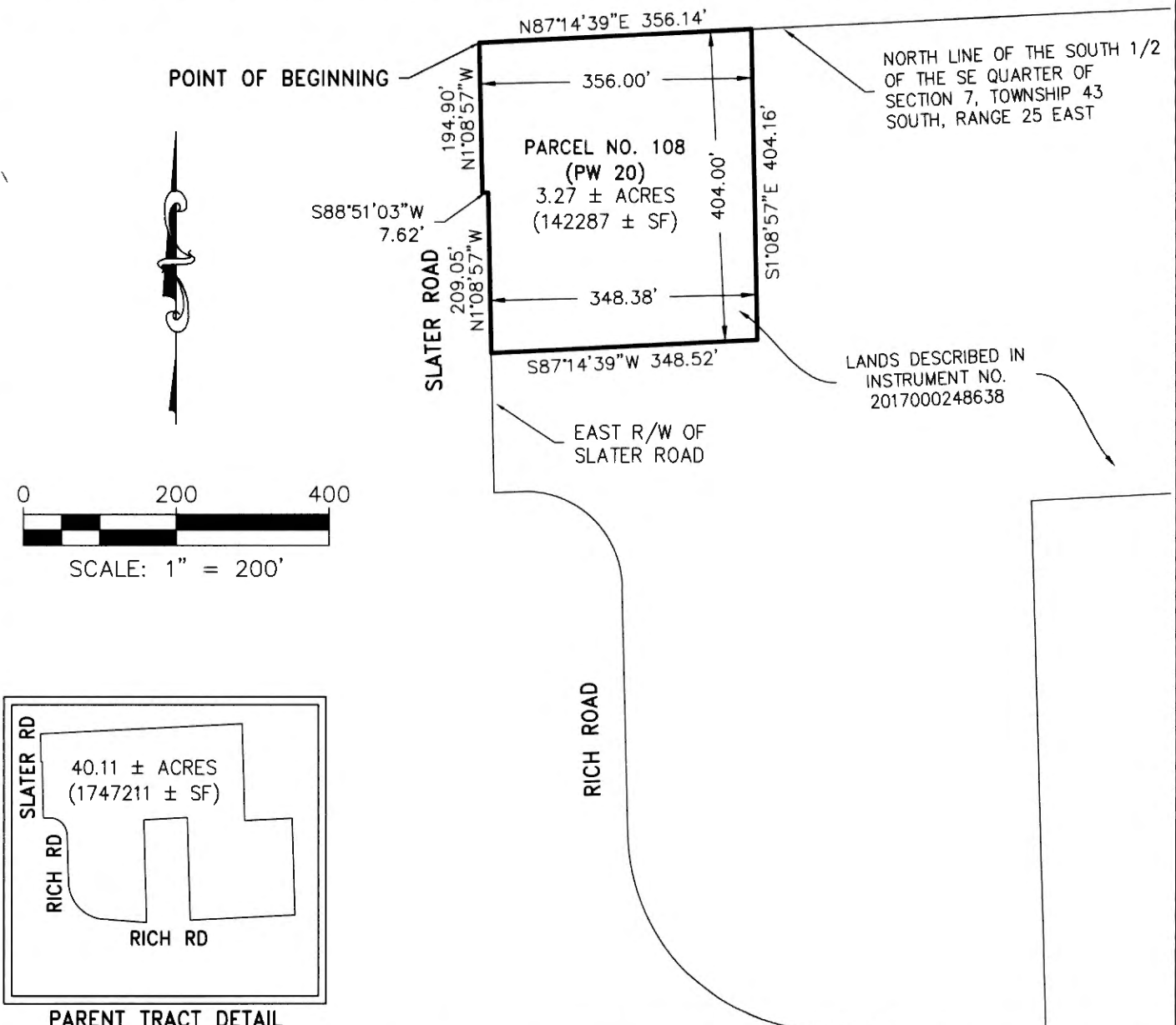
Parcel contains 3.27 +/- Acres (142287 +/- Square Feet);

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.



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 2

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: 2019.05.23 11:33:24 -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.

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Fort Myers, Florida 33907
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