

This document prepared by

Lee County
County Lands Department
Project No.: 7619/North Lee County Wellfield Expansion 15MGD
Parcel No.: 105 (3.27 Acres) -6350NGR
STRAP Nos.: 07-43-25-00-00001.0200 and ~.0160

ORIGINAL

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 ____ day of _____, 2020 by and between **6350NGR, LLC, a Wyoming limited liability company**, hereinafter referred to as SELLER, whose address is 19630 Lan Shell Drive, North Fort Myers, FL 33917, 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 3.27 acres more or less, more particularly described in attached Exhibit "A", being located at 6230 and 6350 Nalle Grade Road, North Fort Myers, Florida and referred to as the "Property". This Property will be acquired for the North Lee County Wellfield Expansion 15MGD, Project No. 7619 (the "Project").
2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Seventy-Seven Thousand Dollars and No/100 (\$77,000.), 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

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, however, if closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year;
- (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) title commitment/policy;
- (c) documentary stamps on deed, if any;
- (d) survey, (if desired by COUNTY).

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. If closing occurs between October 31 and January 1, then the

SELLER is responsible for the full year's ad valorem real estate taxes for the year without proration.

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 60 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.

Based upon the survey data collected by COUNTY's consultant, the legal description of the Property may be perfected with a metes and bounds description prior to closing this transaction.

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 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.

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.

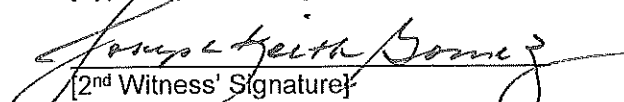
19. **SPECIAL CONDITIONS:** COUNTY may obtain, at its expense, an Upland/Wetland Determination and Water Quality analyses. If the analyses indicate an unacceptable upland/wetland ratio, topographic conditions or water quality results, as determined by COUNTY, COUNTY may terminate this Agreement without obligation.

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

WITNESSES:


[1st Witness' Signature]

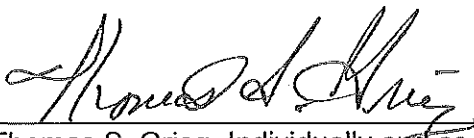
Renee Moneta
[Type or print name]


[2nd Witness' Signature]

Joseph Keith Gomez
[Type or print name]

SELLER:

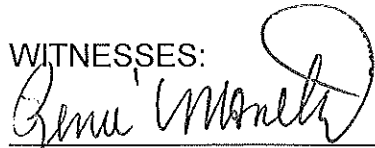
6350NGR, LLC, a Wyoming
limited liability company

By: 
Thomas S. Grieg, Individually and as
Trustee of the Thomas S. Grieg Trust dated
Mar 6, 2003, Its Manager/Member

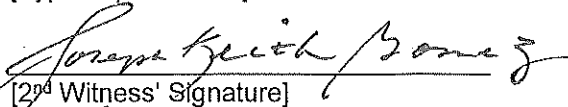
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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WITNESSES:


[1st Witness' Signature]

Renee Moneta
[Type or print name]


[2nd Witness' Signature]

Joseph Keith Kasper
[Type or print name]

SELLER:

6350NGR, LLC, a Wyoming
limited liability company

By: 

Gary S. Grieg, Its Manager/Member

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2020.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

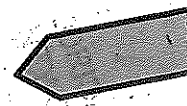
BY: _____

BY: _____

[Signature]

[Type or Print Name]
Deputy Clerk

[Type or print name]
Chair / Vice-Chair



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

By: _____

Lee County Attorney's Office

Project No.: 7619/NLCWTP Wellfield Exp.
Parcel No.: 105 (3.27-Ac) - 6530NGR, LLC
STRAP No.: Part of 07-43-25-00-00001.0200 and ~.0160

Exhibit "A"

(Page 1 of 1)

A tract or parcel of land located in Section 7, Township 43 South, Range 25 East, and being more particularly described as the South 400 feet of the West 350 feet of the following described land:

From the Northwest corner of Section 7, Township 43 South, Range 25 East, run South 25 feet; thence run East 1879.11 feet to the Point of Beginning of the lands described herein; thence South 1057.2 feet; thence West 680.93 feet; thence North to a point 25 feet south of the north line of said Section; thence East to the Point of Beginning.

Described property being a portion of the lands located at 6230 and 6350 Nalle Grade Rd. North Fort Myers.