**LAND AUTHORITY GOVERNING BOARD**
**AGENDA ITEM SUMMARY**

**Meeting Date:** November 16, 2011 **Division:** Land Authority

**Bulk Item:** Yes __ No _X_ **Contact / Phone #:** Mark Rosch / 295-5180

**Agenda Item Wording:** Approval of contracts to purchase property for conservation - Block 2, Lots 15 and 16, Harris Ocean Park Estates, Key Largo.

**Item Background:** This acquisition is proposed to protect property rights and the natural environment.

The subject property consists of two contiguous lots totaling 10,050 square feet on Pacific Avenue on the oceanside of Tavernier near mile marker 93. The property has a tier designation of Tier 3A – Special Protection Area, a zoning designation of Improved Subdivision, and vegetation consisting of disturbed tropical hardwood hammock.

The owner has agreed to sell the property for a price of $32,000. The estimated closing costs for this transaction are listed in the agenda documentation.

**Advisory Committee Action:** On October 26, 2011 the Committee voted 5/0 to approve purchasing this property.

**Previous Governing Board Action:** The Board has approved the purchase of other conservation properties in this subdivision. On May 4, 2011, sitting as the Board of County Commissioners, the Board approved changing the tier designation of the subject property from Tier 3 to Tier 3A.

**Contract/Agreement Changes:** N/A

**Staff Recommendation:** Approval

**Total Cost:** $ 32,827.50 **Indirect Cost:** $_____ **Budgeted:** Yes _X_ No ___.

**Cost to Land Authority:** $ 32,827.50 **Source of Funds:** Land Authority
(Tourist Impact Tax and State Park Surcharge)

**Approved By:** Attorney _X_ County Land Steward _X_.

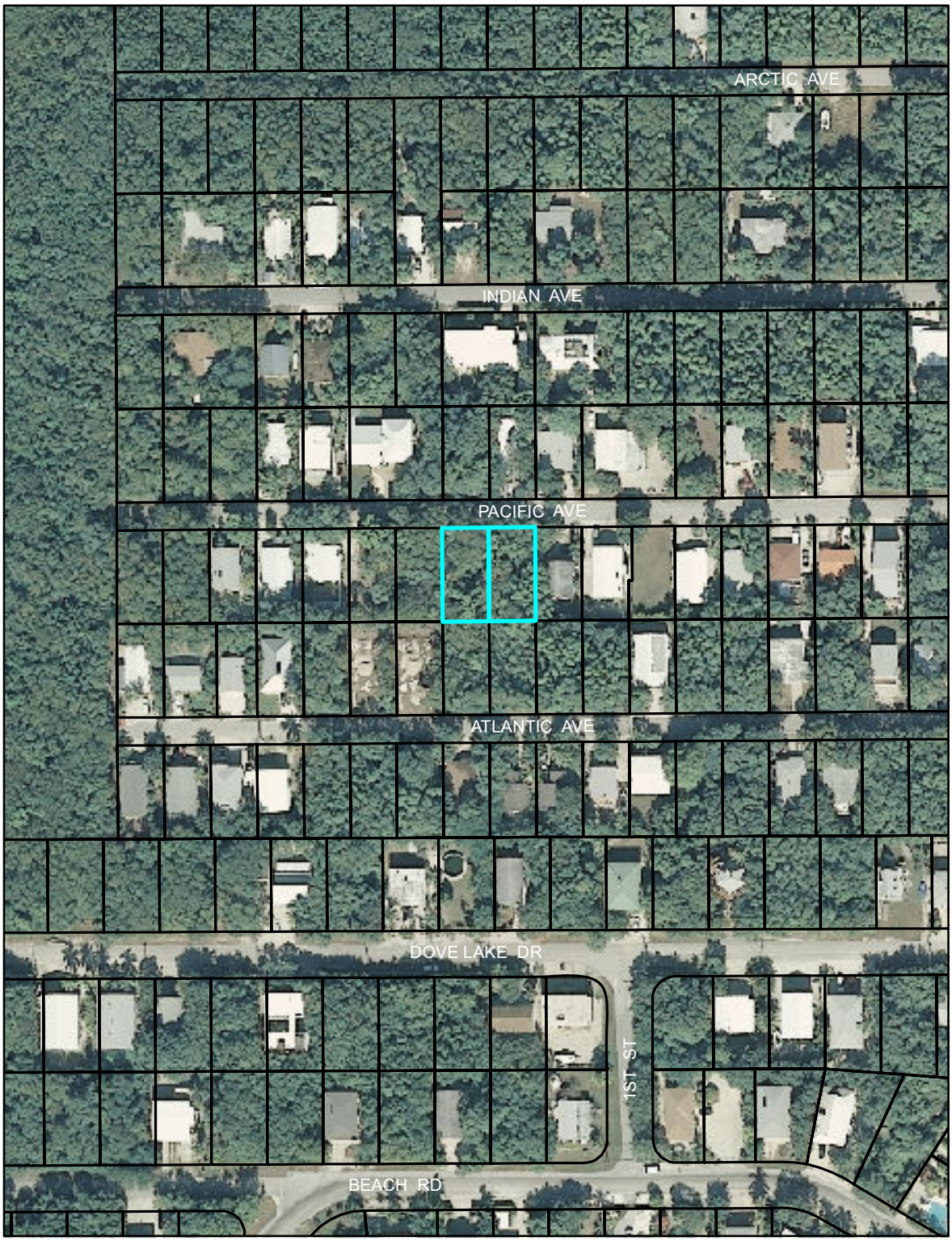
**Documentation:** Included: _X_ To Follow: ___ Not Required: ___.

**Disposition:** _____ Agenda Item ____

**PURCHASE CONTRACT**
**11/16/11**

| Property | Purchase Price | Survey | Title Insurance | Attorney Fee | Recording Fee | Total Costs |
|---|---|---|---|---|---|---|
| Harris Ocean Park Estates<br>Block 2, Lots 15 and 16<br>Seller: Paula B. Cox, Trustee of the<br>Louise B. Barr Revocable Trust | $32,000.00 | N/A | $309.00 | $500.00 | $18.50 | $32,827.50 |

**Aerial Photograph of Subject Property**
**Block 2, Lots 15 and 16, Harris Ocean Park Estates**
**Key Largo**



AGREEMENT FOR THE PURCHASE OF LANDS

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, is by and between

**Paula B. Cox, Trustee of the Louise B. Barr Revocable Trust dated December 23, 2002**

hereinafter style the Seller(s), for themselves, their heirs, executors, administrators, successors and assigns, and the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY (hereinafter, "Land Authority") acting by and through the Executive Director of the LAND AUTHORITY.

WITNESSETH:

1. In consideration of Ten Dollars ($10.00) in hand, paid by the LAND AUTHORITY, the receipt of which is hereby acknowledged, the Seller(s) agree to sell to the LAND AUTHORITY certain lands upon the terms and conditions hereinafter set forth, and for the price of **$32,000.00** for all of the lands and other interests, which lands shall include all tenements, hereditaments, together with all water and other rights, easements, appurtenances, and any and all of the Seller's rights in or arising by reason of ownership thereunto belonging, owned by them, situate and lying in the County of Monroe, State of Florida, more particularly described as follows; to-wit:

   **Block 2, Lots 15 and 16, Harris Ocean Park Estates (PB 4-126)**
   **RE# 00447290-000000 and 00447300-000000**

2. The Seller(s) agree that they have full right, power and authority to convey, and that they will convey to the LAND AUTHORITY the fee simple title together with legal and practical access thereto clear, free and unencumbered, except subject to the following easements or reservations:

   Existing easements for canals, ditches, flumes, pipelines, railroads, public highways and roads, telephone, telegraph, power transmission lines and public utilities.

   The LAND AUTHORITY, at the LAND AUTHORITY'S expense, within the time allowed to deliver evidence of title and to examine same, may have the real property surveyed and certified by a registered Florida surveyor. If the survey discloses encroachments on the real property or that improvements located thereon encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants, or applicable governmental regulations, the same shall constitute a title defect.

   Seller(s) shall convey a marketable title subject only to the aforementioned liens, encumbrances, exceptions or qualification set forth herein. Marketable title shall be determined according to applicable title standards adopted by authority of the Florida Bar and in accordance with law. The LAND AUTHORITY shall have sixty (60) days from the effective date of this Agreement in which to examine title. If title is found defective, the LAND AUTHORITY shall, within this specified time period, notify Seller(s) in writing specifying defect(s). If the defect(s) render title unmarketable the Seller(s) will have one hundred twenty (120) days from receipt of notice within which to remove the defect(s), failing which the LAND AUTHORITY shall have the option of either accepting the title as it then is or rescinding the contract herein; thereupon the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement. The Seller(s) will, if title is found unmarketable, use diligent effort to correct defect(s) in title within the time provided therefore, including the bringing of necessary suits.

3. The Seller(s) further agree not to do, or suffer others to do, any act by which the value or title to said lands may be diminished or encumbered. It is further agreed that any loss or damage occurring prior to the vesting of satisfactory title in the LAND AUTHORITY by reasons of the unauthorized cutting or removal of products therefrom, or because of fire, shall be borne by the Seller(s); and that, in the event any such loss or damage occurs, the LAND AUTHORITY may refuse, without liability, to accept conveyance of said lands, or it may elect to accept conveyance upon an equitable adjustment of the purchase price.

4. The Seller(s) further agree that during the period covered by this instrument officers and accredited agents of the LAND AUTHORITY shall have at all proper times the unrestricted right and privilege to enter upon said lands for all proper and lawful purposes, including examination of said lands and the resources upon them. The Seller(s) hereby waive their rights to any and all claims against the LAND AUTHORITY or Monroe County associated with, or arising from ownership of, said lands and this waiver shall survive closing.

5. The Seller(s) will execute and deliver upon demand of the proper officials and agents of the LAND AUTHORITY a good and sufficient deed of warranty conveying to the LAND AUTHORITY a safe title to the said lands of such character as to be satisfactory to the legal counsel of the LAND AUTHORITY and said deed shall provide that the use, occupation and operation of the rights-of-way, easements and reservations retained therein, shall be subordinate to and subject to such rules and regulations as may be prescribed by the LAND AUTHORITY governing the use, occupation, protection and administration of lands.

6. In consideration whereof the LAND AUTHORITY agrees that it will purchase all of said lands and other interests at the price of **$32,000.00**. The LAND AUTHORITY further agrees that, after the preparation, execution, delivery and recordation of the deed, and after the legal counsel of the LAND AUTHORITY shall have approved the title thus vested in the LAND AUTHORITY, it will cause to be paid to the Seller(s) the purchase price by a check drawn on the account of the LAND AUTHORITY. The LAND AUTHORITY shall pay the following expenses associated with the conveyance of the property: deed recording fees, settlement fees, abstract fees, title examination fees, the Buyer's attorney's fees, and title insurance, as well as the prorata share of prepaid real property taxes allocable to the period subsequent to the vesting of title in the LAND AUTHORITY, or the effective date of possession of such real property by the same, whichever is earlier. The Seller(s) shall pay the expenses of documentary stamps to be affixed to the deed and the removal of trash, debris, and structures from the property, if any, and real estate commissions, if any. Full possession of the premises shall pass to the LAND AUTHORITY as of the date payment is made to the Seller(s) subject only to the reservations stated in Section 2 above.

7. It is mutually agreed that an abstract, title insurance policy or other evidence of title to the property herein contracted to be sold, satisfactory to the legal counsel of the LAND AUTHORITY will be obtained by the LAND AUTHORITY at its expense. The Seller(s) expressly agree herein to furnish to the LAND AUTHORITY any documents in Seller(s)'s possession establishing evidence of title including, but not limited to, abstracts, title commitments, title policies and opinions of title.

8. It is mutually understood and agreed that the LAND AUTHORITY may assign this contract.

9. It shall be the obligation of the Seller(s) to pay all taxes and assessments outstanding as liens at the date title vests of record in the LAND AUTHORITY, whether or not such taxes and assessments are then due and payable.

10. It is mutually understood and agreed that notice of acceptance of this agreement shall be given to the Seller(s) by mail addressed to the Seller(s) at the following address:

    **8099 West 15th Avenue**
    **Hialeah, FL 33014**

    and shall be effective upon date of mailing and shall be binding upon all of the Seller(s) without sending a separate notice to each, except as such obligation may be affected by the provisions of paragraph 6 hereof.

11. The property shall be delivered at closing free of any tenant or occupancy whatsoever.

12. The effective date of this agreement shall be that date when the last one of the Seller(s) and the LAND AUTHORITY has signed this agreement.

13. If the Seller(s) wish to proceed with this transaction, the Seller(s) have until **October 31, 2011** to sign and return this contract to the LAND AUTHORITY. Notwithstanding any provision of this Agreement to the contrary, the closing of this transaction is contingent upon approval by the Advisory Committee and Governing Board of the LAND AUTHORITY, failing which the LAND AUTHORITY and the Seller(s) shall release one another of all further obligations under this Agreement.

IN WITNESS WHEREOF, the Seller(s) have hereunto signed their names and affixed their respective seals on the day first above written and therefore the Seller(s) for and in consideration of the Ten Dollars ($10.00) hereinabove acknowledge as received, have and do hereby grant unto the LAND AUTHORITY or its authorized representative, or any other office or agent of the LAND AUTHORITY authorized to purchase said lands, the option and right to enter into this Agreement for Purchase within sixty (60) days from the execution thereof by the Seller(s), and to purchase said lands as herein provided.

Seller/ **Paula B. Cox, Trustee of the Louise B. Barr Revocable Trust dated December 23, 2002**

| _____ | _____ | _____ |
|---|---|---|
| Signature | Date | Phone Number |

The MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY, acting by and through its EXECUTIVE DIRECTOR in accordance with Resolution 09-2004, has executed this agreement on behalf of the MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY this _____ day of _____, 2011.

MONROE COUNTY COMPREHENSIVE
PLAN LAND AUTHORITY

(Seal)

_____
Mark J. Rosch, Executive Director