

8. CONSENT AGENDA

- c. Acceptance of Deed (to be executed in the form found in the agenda materials) from Community Housing Resources (CHR) to City for Woodhaven land and authorize City Manager to execute all related closing documents

**CITY OF SANIBEL
LEGAL DEPARTMENT**



MEMORANDUM

TO: Members of City Council

**FROM: Kenneth B. Cuyler *KBC*
City Attorney**

DATE: October 28, 2008

RE: Acceptance of Special Warranty Deed Conveying the Woodhaven Land (Land Only, Not Buildings, Located at 800 Casa Ybel Road, Sanibel) from Community Housing and Resources, Inc. to the City of Sanibel

Pursuant to a previously executed Amended and Restated Grant Agreement between Community Housing and Resources, Inc., a Florida non-profit corporation (CHR) and the City of Sanibel, CHR was required to deed to the City the land on which the "Woodhaven" project (consisting of twelve residential units) was built. Please note that this is a conveyance of the land only, not the buildings constructed by CHR which are located on such land. At your November 4, 2008, Council meeting, it is requested that the City Council approve the acceptance of a deed (in the form in your agenda package) from CHR for the subject land in order to meet the requirements of the Amended and Restated Grant Agreement between CHR and the City. Additionally, it is requested that the City Manager be authorized to execute, on behalf of the City, any necessary closing documents to complete the conveyance of land from CHR to the City. In addition to the deed, CHR will provide a No Lien and Possession Affidavit, Non-Foreign Affidavit, Board of Directors Meeting Certification, Incumbency Certificate and Title Insurance Commitment.

An additional provision of the Amended and Restated Grant Agreement is that, after CHR deeds the land to the City, the City is required to lease back the land to CHR. At your next Council meeting, or as soon thereafter as possible, another agenda item will be submitted to City Council which will provide a Ground Lease for the Woodhaven land from the City to CHR. That Ground Lease is not on this agenda because CHR and the City Staff have also been discussing certain Ground Lease provisions applicable to other CHR properties, the appropriate lease period for the Ground Leases in order to provide CHR the necessary flexibility in obtaining long term financing for CHR tenants, and a number of associated matters. It is the intent of both CHR and City Staff to attempt to present all related documents and recommendations to the City Council on all such properties and Ground Leases at the same time and the parties are endeavoring to do that at one of your next several meetings.

If you have any questions regarding acceptance of the required deed from CHR to the City that is scheduled on your November 4, 2008 Council agenda, or the Ground Leases which will be presented at one of your next several meetings, please contact me at your convenience to discuss the matter.

KBC/jg

cc: Judie A. Zimomra, City Manager
Pamela Smith, City Clerk

Purchase Price/Transfer Dollar Amount: \$250,000.00
Documentary Stamp Tax Amount: \$1,750.00

Property Identification Number: 25-46-22-T2-00016.0000

Prepared without opinion of title by:
Michele W. Gazica, Esquire
Roetzel & Andress, L.P.A.
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File Number: 018349.0011

_____[Space Above This Line For Recording Data]_____

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this ____ day of _____, 2008, by Community Housing and Resources, Inc., a Florida non-profit corporation, whose address is 800 Dunlop Road, Sanibel, FL 33957-4021 (singularly or collectively "Grantor"), to The City of Sanibel, a Florida municipal corporation, whose address is 800 Dunlop Road, Sanibel, FL 33957-4021 (singularly or collectively "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

Witnesseth, that Grantor, for and in consideration of the sum of ten and no/100 dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate, lying and being in Lee County, Florida to-wit:

A parcel of Land situated in the State of Florida, County of Lee, City of Sanibel being a part of Section 25, Township 46 South, Range 22 East, and further bounded and described as follows:

Starting at the southeast corner of the northeast one quarter (NE 1/4) of the northeast one quarter (NE 1/4) of said Section 25; thence N 01°01'30"W along the east line of said fraction for 230.98 feet to the southeast corner of a parcel described in Deed Book 218, at Page 167; thence S 55°19'45"W along the southerly line of said parcel for 240.25 feet to the southwest corner of a parcel described in Official Records Book 1789, at Page 1166; thence continue S 55°19'45"W along the southerly line of aforesaid parcel (Deed Book 218, Page 167) for 676.31 feet to the easterly right-of-way line of Casa Ybel Road (25.00 feet from the centerline); thence N 03°39'49"W along said easterly right-of-way line for 452.21 feet to the Point of Beginning; thence continue N 03°39'49"W along said easterly right-of-way line for 303.97 feet to the southwest corner of a parcel described in Official Records Book 1347, at Page 1033; thence N 73°01'33"E along the southerly line of those parcels described in Official Records Book 1347, at Page 1033; Official Records Book 1484, at Page 657; and Official Records Book 791, at Page 459, for 621.76 feet to the west line of the aforesaid parcel described in Official Records Book 1789, at Page 1166; thence S 01°01'30"E along said west line for 158.78 feet; thence S 60°34'17"W for 663.73 feet to the Point of Beginning.

LESS AND EXCEPT any and all buildings and improvements hereon, except for wastewater collection and transmission system facilities which are included; and further

LESS AND EXCEPT the westerly 15 feet.

Bearings are based on the east line of the northeast one quarter (NE 1/4) of said Section 25 as bearing N 01°01'30"W.

To have and to hold, the same in fee simple forever.

And Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but not otherwise; and that said land is free of all encumbrances, except taxes for the current and subsequent years, zoning, building code and other use restrictions imposed by governmental authority, and all matters of public record.

In witness whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: _____

Community Housing and Resources, Inc.,
a Florida non-profit corporation

Witness Name: _____

By: _____
Michael Cuscaden, President

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Michael Cuscaden, President of Community Housing and Resources, Inc., a Florida non-profit corporation, who is personally known to me, or has produced _____ as identification.

[Notary Seal]

Notary Public - Signature

Printed Name: _____

My Commission Expires: _____