

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020283

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of Parcel 175, in Section 29, Township 43 South, Range 25 East, located along Daughtrey's Creek in North Fort Myers, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$200,000.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize payment of necessary fees and costs to close, authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The acquisition of one of the properties recommended by the Conservation Land Acquisition and Stewardship Advisory Committee on Blue Sheet No. 20010726 for Conservation 2020 Program.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 4

ALA

3. MEETING DATE:

04-30-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE 96-12
 - ADMIN.
 - OTHER Blue Sheet No. 20010726

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION County Lands *TLM 3-18-02*
- BY: *Karen L. W. Forsyth, Director*

7. BACKGROUND: The Division of County Lands has been authorized by the Board of County Commissioners to acquire certain properties recommended by the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC), for the Conservation 2020 Program. This acquisition consists of the fee interest in Parcel 175, further identified as STRAP Numbers 29-43-25-02-00002.1000 and 29-43-25-02-00003.0010 and 29-43-25-02-00003.0170. This +/- 10 acre parcel is located along the north side of Daughtrey's Creek in North Fort Myers.

The owner of Parcel 175, Sheron L. Bates, has agreed to sell the subject parcel to the County for \$200,000. The Seller, at her expense, is to pay documentary stamps, survey, real estate broker and attorney fees, if any.

A copy of the appraisal dated November 2, 2001, performed by Stephen A. Cunningham, MAI, SRA, is attached.

Considering the recommendation of this parcel by CLASAC, staff recommends the Board approve Requested Motion.

- Funds are available in Account No. 20880030103.506110.30
- 20 - Capital Projects
 - 8800 - Conservation 2020
 - 301 - Capital Improvements
 - 03 - Conservation 2020
 - 506110 - Land and Court Registry
 - 30 - Construction

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>	N/A	N/A		<i>Handwritten signature</i>	<i>ehw 3-20-02</i>	<i>3/20/02</i>	<i>10/21/02</i>	<i>10/21/02</i>	<i>Handwritten signature 3-21-02</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
3/20/02

RECEIVED BY
COUNTY ADMIN.
FORWARDED TO:
3/21/02

This document prepared by
Lee County Public Works
County Lands Division
Project: **Conservation Lands Program, Project 8800**
Parcel: 175
STRAP Nos: 29-43-25-02-00002.1000, 29-43-25-02-00003.0010,
and 29-43-25-02-00003.0170

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 _____, 2002, by and between Sheron L. Bates formerly Sheron L. Smith, hereinafter referred to as SELLER, whose address is 13 Finsbury Grove, Mt. Claremont, WA 6010 Australia, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER hereby agrees to sell and BUYER hereby agrees to purchase, subject to the terms and conditions hereinafter set forth, all of that certain parcel of land consisting of 10 acres more or less, and located north of Daughtrey's Creek in North Fort Myers, Florida, and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called the "Property". This property will be acquired for the Conservation Lands Program, Project 8800, hereinafter called the "Project".

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Hundred Thousand and 00/100 Dollars (\$200,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** SELLER will provide at SELLER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$200,000.00, from a title company acceptable to BUYER. Such commitment will be accompanied by one copy of all documents which constitute exceptions to the title commitment. Such commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER 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 BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) 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;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
 - (a) Recording fee for deed;
 - (b) Environmental Audit, (if desired by BUYER).

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.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER 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, BUYER 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 such corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** At least 30 days prior to closing, SELLER is to provide at SELLER's expense a boundary survey acceptable to BUYER. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. If such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER 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. 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 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. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities which have or may have accommodated hazardous materials. 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 which could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of any 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 BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property which will bind the parties, their successors and assigns. However, SELLER understands and agrees BUYER'S ability to close will be contingent on the timing and availability of designated funds. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties. SELLER agrees BUYER is entitled to an extension of the closing date upon written notice that sufficient Conservation 2020 funds will not be available on the stated closing date; BUYER agrees that this notice will advise as to the earliest date funds are anticipated to be available and include a suggested closing date that is as soon thereafter as is appropriate.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

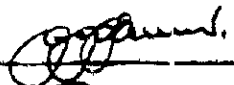
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
Page 6 of 6


16. 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 BUYER at time of closing unless otherwise stated herein.

17. ~~TYPED~~/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.

18. SPECIAL CONDITIONS: Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:





SELLER:

 3/12/02

Sharon L. Bates (DATE)
f/k/a Sharon L. Smith

CHARLIE GREEN, CLERK

BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN


APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

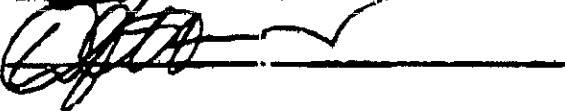
COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

1. The purchase price of \$200,000.00 is based upon a stated acreage by SELLER of 10 acres. Said acreage shall be verified by the boundary survey obtained by SELLER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than 9 acres the purchase price will be adjusted downwards accordingly at the agreed per acre price.
2. SELLER warrants that the property is in substantially the same condition as existed when the application for the nomination of the property for the Conservation Land Program Project was received on 11/15/00. In this regard, SELLER warrants that no logging, clear cutting, mining or other significant impacts have occurred to or on, the property. BUYER shall inspect the property prior to closing and if, in BUYER'S opinion, significant detrimental activity has occurred on the property with or without the SELLER'S knowledge and consent, since the time it was nominated, BUYER may elect to accept the damaged property in its existing condition with an appropriate reduction in the purchase price, or may terminate this agreement without obligation.
3. BUYER intends to purchase this property as part of the Conservation 2020 project. The purpose of this project is preservation and conservation of environmentally sensitive and desirable property. The existence of severed oil, gas and mineral rights conflicts with the BUYER'S purpose. Therefore, BUYER will deem the existence of oil, gas and mineral rights or leases in a third party as a defect in the chain of title. SELLER agrees to clear or obtain releases for each of these separate oil, gas and mineral rights or leases. In the alternative, SELLER agrees to provide a title commitment and title insurance owner's policy that does not list the separate oil, gas and mineral rights or leases as an exception or otherwise exclude these rights or leases from coverage. If SELLER fails to have the separate rights or leases released of record, or if the title commitment and owner's title insurance policy provided by SELLER excludes the separate rights or leases from coverage, as stipulated in Paragraph 6 of the Agreement, BUYER may elect to accept the property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.
4. SELLER, at their expense, are to remove all concrete slabs, pilings, and foundations, clean up areas where removal takes place, and dispose of said items and refuse off site in accordance with Governmental regulations. SELLER is also responsible for the removal of any waste piles, to include abandoned vehicles, farm machinery and equipment, or household appliances.

WITNESSES:

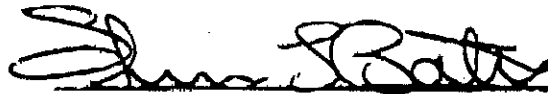




CHARLIE GREEN, CLERK

BY: _____
 DEPUTY CLERK (DATE)

SELLER:

 3/12/02

 Sharon L. Bates (DATE)
 f/k/a Sharon L. Smith

BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
 CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

 (DATE)

EXHIBIT "A"

Conservation Lands Program, Project No. 8800

Parcel 175

STRAP Nos: 29-43-25-02-00002.1000, 29-43-25-02-00003.0010, and 3.0170

Lots 2 and 3, lying North of Daughtrey's Creek, KAUNE'S SUBDIVISION, according to the map thereof as recorded in Plat Book 1, Page 21, Public Records of Lee County, Florida.

TOGETHER WITH a permanent right of way easement for roadway ingress and egress over and across the East 60 feet of Lot 45, DAUGHTREY'S CREEK SUBDIVISION, according to the plat thereof as recorded in Plat Book 30, Pages 67 thru 69, Public Records of Lee County, Florida, as set forth in deed recorded in Official Record Book 1432, Page 1286.

SCHEDULE A

Our File No: TC-F11102
Agent No. 12-40247

Commitment No. 864-0006024

Effective Date of Commitment: 05/26/2001 @ 8:00 AM

- | 1. Policy or Policies to be issued: | Amount |
|--|----------|
| (a) ALTA Owners Policy - Form 10-17-92
Proposed Insured:

LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA | \$T.B.D. |
| (b) ALTA Loan Policy 10-17-92

Proposed Insured: | \$ |

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

SHERON L. SMITH

4. The land referred to in this Commitment is located in the County of LEE, State of Florida and described as follows:

Lots 2 and 3, lying North of Daughtrey's Creek, KAUNES SUBDIVISION, according to the map thereof as recorded in Plat Book 1, Page 221, Public Records of Lee County, Florida.

21

TOGETHER WITH a permanent right of easement for roadway ingress and egress over and across the East 60 feet of Lot 45, DAUGHTREY'S CREEK, according to the plat thereof as recorded in Plat Book 30, Pages 67 - 69, Public Records of Lee County, Florida, as set forth in Deed recorded in O.R. Book 1432, Page 1286.

TRI COUNTY TITLE INSURANCE AGENCY, INC.

8660 College Parkway #200

Fort Myers, Florida 33919

941-437-3144

Countersigned and Validated

BY: 
Dena E. Weygant, Authorized Signatory

TC F11102
COMMITMENT NO. 864-0006024
AGENT NO. 12-40247

SCHEDULE B 1

The following are the requirements to be complied with:

Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

1. Warranty Deed executed by SHERON L. SMITH, JOINED BY HER SPOUSE IF MARRIED OR NON-HOMESTEAD DISCLAIMER in favor of LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA to convey the subject property.

Additional requirements that may be deemed necessary by insuring agency.

TC F11102
COMMITMENT NO. F11102

**SCHEDULE BII
(Exceptions)**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

II. Standard Exceptions:

- (a) Right or claims of parties in possession not shown by the Public Records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (d) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (e) Taxes or special assessments which are not shown as existing liens by the public records.
- (f) Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially created or has accreted to any such portion so created and riparian rights, if any.
- (g) Taxes and assessments for the year 2000 and subsequent years.

III. Special exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.

IV. Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.

1. General and special taxes and assessments required to be paid in the year 2001 and subsequent years, which are not yet due and payable. Strap #29-43-25-02-00002.1000; 2000 taxes are PAID in the amount of \$763.36.
Strap #29-43-25-02-00003.0010; 2000 taxes are PAID in the amount of \$497.15.
Strap #29-43-24-02-00003.0170; 2000 taxes are PAID in the amount of \$495.37.

2. Lee County Mandatory Garbage Collection Assessment Ordinance 86-14 recorded in OR Book 2189, Page 3281, and amended in OR Book 2189, Page 3334, of the Public Records of Lee County, Florida.

3. Right of Way Easement as recorded in O.R. Book 1389, Page 1874, Public Records of Lee
LEE COUNTY ELECTRIC CO-OP (12' WIDE)

County, Florida.

4. Permanent Right of Easement in Warranty Deed as recorded in O.R. Book 1432, Page 1286, Public Records of Lee County, Florida.
5. Easements and Restrictions as shown on the plat recorded in Plat Book 1, Page 21, Public Records of Lee County, Florida.
6. Easements and Restrictions as shown on the plat recorded in Plat Book 30, Pages 67 - 69, Public Records of Lee County, Florida.
7. Restrictive Covenants recorded in Deeds recorded in O.R. Book 1432, Page 1284, O.R. Book 1432, Page 1285 and O.R. Book 1432, Page 1287, Public Records of Lee County, Florida.
8. Riparian and Littoral Rights are not insured.
9. Title to the beds or bottoms of lakes, rivers or other bodies of water located on or within the property.
10. Title to personal property is neither guaranteed nor insured.

Standard Exceptions of Schedule B-II of this Commitment will be deleted upon compliance with gap coverage procedures and requirements to obtain survey, owner's possession and lien affidavit and proof of payment of all recorded and unrecorded taxes and special assessments. The Company reserves the right to add additional requirements to the Commitment or exceptions to the policy of title insurance based upon the information disclosed in any title update, owner's affidavit and/or any survey of the insured property which is submitted to the Company or its issuing agent at or prior to closing.

Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this commitment arising from the matters which would be revealed by such search, to the extent that the Company or its Agent countersigning this Commitment, has disbursed said proceeds.

ALTA 4, 5, 6, 6.1, 6.2, 7.0, 8.1, Form 9, Survey End., Assignment of Mortgage, Balloon Endorsement, Construction Loan Up-date or Revolving Credit Endorsement any of which will be attached to final policy, if required, and upon receipt of pertinent documentation requested by insurer.

Twenty year name search of LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA included in this report.

November 2, 2001

Mr. Robert G. Clemens, SR/WA
Acquisition Program Manager
Department of Public Works
Division of County Lands
Lee County Florida
Post Office Box 398
Fort Myers, Florida 33902-0398

Re: • Our File Number 011001
• Property: Parcel 175, Conservation 2020
• STRAP #29-43-25-02-00002.1000; 29-43-25-02-00003.0010; 29-43-25-02-00003.0170

Dear Mr. Clemens:

At your request, I have estimated the market value of the fee simple interest in a vacant 10.13 acres located in North Fort Myers, with frontage along Daughtrey's Creek, and accessed from a 60' wide access easement from Pēlas Circle, a public right-of-way within Daughtery's Creek.

The market value estimate described in this report is the result of a complete appraisal process, as described in the Uniform Standards of Professional Appraisal Practice. This complete appraisal process is reported to you in the format requested by you, a Summary Appraisal Report. The Summary Appraisal Report Format is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of our client and is for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

The effective date of valuation for our market value estimate is November 2, 2001.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report adheres to the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Supplemental Standards of Professional Appraisal Practice adopted by the Appraisal Institute. Mr. Stephen A Cunningham, MAI, SRA, has complied with the Uniform Standards of Professional Appraisal Practice, Competency Provision, and is the sole contributor to the data compilation, analysis and preparation of this appraisal report. The attached Summary Appraisal Report contains the data, analyses, limiting conditions and conclusions of value. The subject property is assumed to be free of all liens and encumbrances, except typical mortgage financing for properties similar to the subject, at market level rates. Mr. Stephen A Cunningham, MAI, SRA, certifies that, during the completion of this assignment, an on-site inspection of the subject property was undertaken. We certify that we have no past, present, or future interest in the real estate appraised herein and, to the best of our knowledge, the facts contained herein are true and correct.

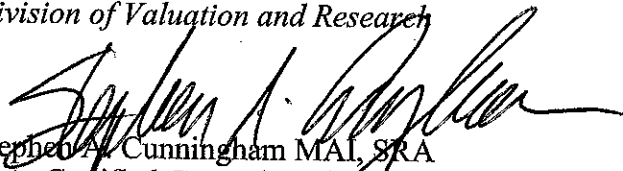
Therefore, based upon the following summarized sections of the report, it is our opinion that the market value of the subject property, as of November 2, 2001, is

TWO HUNDRED TWO THOUSAND SIX HUNDRED DOLLARS
\$202,600.00

Thank you for allowing my firm the opportunity to be of service to you in this matter.

Respectfully submitted,

GRUBB & ELLIS | VIP- D'ALESSANDRO
Division of Valuation and Research



Stephen A. Cunningham MAI, SRA
State-Certified General Real Estate Appraiser
Certificate Number 0000300
Managing Director

**CONSERVATION 2020 PROGRAM
NOMINATION 175**

OWNER: Sheron Bates
NOMINATOR: Dave Conklin, Realtor
STRAP NUMBERS: 29-43-25-02-00002.1000, -00003.0010, -00003.0170
SIZE: ± 10 acres

ASKING PRICE: \$280,000 (\$28,000 per acre) Sixty-four residents of the Daughtrey's Creek neighborhood signed letters of support and pledged \$1,400 in contributory purchase funds.

LOCATION: North Fort Myers area on Daughtrey's Creek near Pelas Circle.

CONTIGUITY:
Adjacent to Daughtrey's Creek approximately 1,000 feet upstream from Site 108, a 1,115-acre site acquired by the Conservation 2020 Program.

IMPORTANCE TO FLORA AND FAUNA:
Primarily oak scrub and oak hammock, which the Lee Plan designates as Rare and Unique Uplands. Large, mature pines also present. Minor infestation of Brazilian peppers along Daughtrey's Creek. Few exotics in uplands. The site provides habitat for wading birds, hawks, and other wide ranging species.

IMPORTANCE TO WATER RESOURCES:
Adjacent to Daughtrey's Creek (1,100 ± feet of river frontage). This property is vulnerable to storm flooding. It is located within the Tropical Storm Surge Zone and Coastal High Hazard Area. The property serves as a natural surface water flow-way for the Daughtrey's Creek watershed. It provides floodplain protection for the surrounding area on the north side of the creek. Water quality benefits are provided by the natural stream meanders and wetlands.

LAND MANAGEMENT AND RECREATIONAL USE POTENTIAL:
The close proximity of this site to Conservation 2020 Sites 82 and 108 allows for coordination and efficiency of management of these preserves. Access to this preserve is via a 60-foot easement from Pelas Circle through the Daughtrey's Creek residential subdivision. Recreation potential is limited to local use due to lack of parking and surrounding residential land uses.

CURRENT LAND USE: Vacant.

DEVELOPMENT STATUS:
The Future Land Use Map designates this site as "Suburban" and is zoned "RS-1" - Single Family. There are no development orders or an agricultural exemption.

**MEMORANDUM
FROM
COUNTY LANDS**

DATE: March 18, 2002

To: Shirley Carney
Division of Public Resources

FROM:



Teresa L. Mann
Property Acquisition Agent

RE: PLACING ADVERTISEMENT IN THE NEWS-PRESS

County Lands has negotiated the purchase of a tract of land, subject to BOCC approval, for the Conservation 2020 Land Acquisition Program, Project Number 8800. This acquisition was negotiated pursuant to Florida Statute 125.355 (confidentiality of records procedure).

The Statute requires that public notice of the item occur at least 30 days prior to the BOCC meeting. This item will be placed on the Administrative Agenda for the BOCC meeting of April 30, 2002. Please advertise in the local News-Press at least 30 days prior to that date.

The property is identified as Parcel 175 of the Conservation 2020 Land Acquisition Program, STRAP Number(s) 29-43-25-02-00002.1000, 29-43-25-02-00003.0010, and 29-43-25-02-00003.0170. The property owner is Sheron L. Bates formerly Sheron L. Smith.

For public inquiries, a copy of the Agreement for Purchase and Sale of Real Estate for this parcel is attached hereto.

Please forward a copy of the legal notice for our file records. If you have any questions, please contact me at extension 8742.

Thank you for your assistance.

cc: Karen Forsyth, County Lands Director