

**Lee County Board of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20020453**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the purchase of Parcel 168, in Section 15, Township 45 South, Range 22 East, located west of Stringfellow Road on Pine Island, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$355,000.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement; 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 and approved for acquisition on Blue Sheet No. 20010956 for Conservation 2020 Program.

**2. DEPARTMENTAL CATEGORY:** *06*

**COMMISSION DISTRICT #:** *5*

*A6B*

**3. MEETING DATE:**

*05-28-2002*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE
- ORDINANCE *96-12*
- ADMIN.
- OTHER *Blue Sheet No. 20010956*

**6. REQUESTOR OF INFORMATION**

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

**7. BACKGROUND:** This acquisition consists of the fee interest in Parcel 168, further identified as STRAP No. 15-45-22-00-00001.3030. This 32.45 acre parcel is located west of Stringfellow Road on Pine Island and is contiguous with Conservation Lands Parcel 147, previously acquired by Lee County. This property is zoned AG-2.

The owner of Parcel 168, Robert Miller, Trustee, was originally asking \$640,000.00 for the property. However, due to negotiations, the owner has now agreed to sell the property to the County for \$355,000.00. The County is responsible for a survey, an environmental audit, and recording of the deed. The Seller, at his expense, is to pay documentary stamps, title insurance fees, and real estate broker and attorney fees, if any.

A copy of the appraisal dated November 27, 2001, performed by W. Michael Maxwell & Associates, Inc., 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  
 20 - Capital Projects  
 8800 - Conservation 2020  
 301 - Capital Improvements  
 03 - Conservation 2020  
 506110 - Land and Court Registry

**ATTACHMENTS**  
 Purchase Agreement  
 Updated In-House Title Search  
 Appraisal Cover Letter  
 Sales History  
 Property Appraiser Map  
 Notice of Public Hearing

**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	COM	RISK	GC	
<i>K. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>5/14/02</i>	<i>Forney</i>	<i>5/14/02</i>	<i>5/16/02</i>	<i>5/16/02</i>	<i>5-14-02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *5/14/02*  
 Time: *3:39 pm*  
 Forwarded To:  
*ADMIN*  
*5-14-02 3:45*

RECEIVED BY  
 COUNTY ADMIN. *EMC*  
*5/14/02*  
 COUNTY ADMIN. *EW*  
 FORWARDED TO:  
*5/16/02*  
*2:30*

This document prepared by  
Lee County Public Works  
County Lands Division  
Project: **Conservation Lands Program, Project 8800**  
Parcel: 168  
STRAP No.: 15-45-22-00-00001.3030

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 10<sup>th</sup> day of April, 2002 by and between **Robert Miller, Trustee under Unrecorded Land Trust Agreement dated February 25, 1992**, hereinafter referred to as **SELLER**, whose address is **2612 Geiberger Drive, Plano, Texas 75025-5167**, 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 32.45 acres more or less, and located at 6251 Stringfellow Road, St. James City, Florida, 33956, 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 **Three Hundred Fifty Five Thousand and No/100 Dollars (\$355,000.00)**, payable at closing by County Warrant.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
Page 2 of 6

**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 **\$355,000.00**, 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
Page 3 of 6

**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, BUYER shall acquire, at BUYER'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

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

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.

**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.

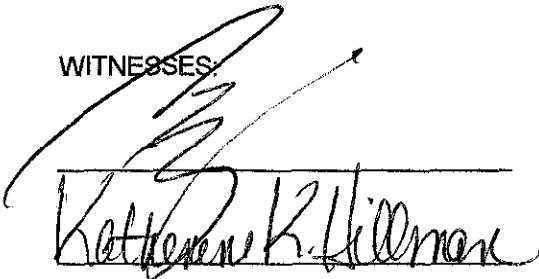
**17. TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict




therewith.

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

WITNESSES:

  
Katherine K. Hillman

SELLER:

  
Robert Miller, as Trustee (DATE)

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 **\$355,000.00** is based upon a stated acreage by SELLER of **32.45** acres. Said acreage shall be verified by the boundary survey obtained by BUYER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than **32** acres the purchase price will be adjusted downwards accordingly at \$9,500 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 **October 23, 2000**. 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 BUYERS 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 8 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.


5. All terms set forth in Item(s) 1-4 of the Special Conditions will survive the closing of this transaction for a period of twelve (12) months.

6. At closing, SELLER to execute a Quit Claim Deed to BUYER for any interest in the Grant of Easement as recited in Official Record Book 2197, Page 3680, Public Records of Lee County, Florida, attached and made a part hereof as Exhibit "B".

7. SELLER to obtain termination of CERTIFICATE, as recited in Official Record Book 503, Page 364, Public Records of Lee County, Florida, attached and made a part hereof as Exhibit "C".

8. SELLER to furnish a signed Affidavit, in recordable form, stating that during the time of ownership from December 7, 1992 to present time, no one has constructed, improved on, to the best of SELLER's knowledge, or used either the Easement in Exhibit "B" or "C" or any portion of the "Property" for access to any other property including property to the West of the "Property" and that SELLER does not plan to build any access road.

WITNESSES:

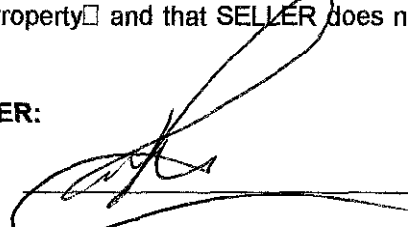
  
\_\_\_\_\_  
(DATE) 1/18/02

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

SUFFICIENCY

SELLER:

  
\_\_\_\_\_  
Robert Miller, as Trustee

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

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

L:\CON68800\PA\168FA.wpd-rlma (4/16/02)

EXHIBIT AA  
Parcel 168  
Project: Conservation 2020, Project 8800

A parcel of land situated in the State of Florida, County of Lee, lying in Section 15, Township 45 South, Range 22 East, and further bounded and described as follows:

Starting at the northwest corner of said Section 15; thence S 12<sup>1</sup>/<sub>4</sub>0'58"E for 1241.75 feet, thence S 09<sup>1</sup>/<sub>4</sub>57'43"E for 510.28 feet to the northwest corner of a parcel described in Official Record Book 1288, Page 2322; thence S80<sup>1</sup>/<sub>4</sub>16'46"E along the north line of said parcel for 4418.79 feet to the southwesterly right-of-way line of Pine Island Boulevard (S.R. 767-100 feet wide); thence S17<sup>1</sup>/<sub>4</sub>24'17"E along said right-of-way line for 1038.18 feet to the Point of Beginning; thence continue S17<sup>1</sup>/<sub>4</sub>24'17"E along said right-of-way line for 699.23 feet; thence S89<sup>1</sup>/<sub>4</sub>26'26"W for 2219.81 feet to the east line of the southwest one quarter of said section; thence N00<sup>1</sup>/<sub>4</sub>28'31"E along said east line for 669.34 feet; thence N89<sup>1</sup>/<sub>4</sub>26'26"E for 2005.10 feet to the Point of Beginning.

Bearings based on the north-south 1/4 section line as bearing N00<sup>1</sup>/<sub>4</sub>28'31"E.

L:\CON68800\PA\168FA.wpd/le 1/29/02





Parcel: 108  
STRAP: 15-45-22-00-00001.3030  
Project: Conservation Lands Program, Project 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 19 day of April, 2002 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Robert Miller Trustee

2612 Geiberger Drive Plano Texas, 75025

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Donald Kotula, P.O. Box 1341, Burnsville, MN 55337
2. Joseph Barkmeier, 4007 Golf Creek Drive, Champaign, IL 61821
3. David Brown, Total Professional Services, 13 Ward lane, Cincinnati, OH 45246
4. Charles King, All Florida Real Estate, 17400 Corkscrew Road, Estero, FL. 33928
5. Wil Schlosser, 2400 51<sup>st</sup> Place, Hyattsville, MD 20781
6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as: Pine Island Land Trust

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Jeri Richter  
Witness Signature

[Signature]  
Signature of Affiant

Robert Miller Trustee

JENNIFER TRAUER  
Witness Signature

JENNIFER TRAUER  
Printed Name

Affidavit of Interest in Real Property

Parcel: 168

STRAP: 15-45-22-00-00001.3030

Project: \_\_\_\_\_

STATE OF TEXAS

COUNTY OF Dallas

SWORN TO AND SUBSCRIBED before me this 19 day of April, 2002 by Robert Miller

(name of person acknowledged)

Kathy L. Bush

(Notary Signature)

(SEAL)



Kathy L. Bush  
(Print, type or stamp name of Notary)

Personally known LP  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

Department of Public Works  
**Division of County Lands**

Page 1 of 1

**Updated In House Title Search**  
Search No. 21898/C  
Date: April 25, 2002  
Parcel: 168  
Project: Conservation 2020,  
Project 8800

To: Michael J. O'Hare  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner

STRAP: 15-45-22-00-00001.3030

An update has been requested of In House Title Search No. 21898/C which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through April 15, 2002, at 5:00 p.m.

**Subject Property:** See attached Schedule "X"

Title to the subject property is vested in the following:

**Robert Miller, Trustee under unrecorded Land Trust Agreement dated February 25, 1992.**

by that certain instrument dated December 7, 1992, recorded December 7, 1992, in Official Record Book 2346, Page 64, Public Records of Lee County, Florida.

**Subject to:**

1. License for easement recorded in Official Record Book 503, Page 364, Public Records of Lee County, Florida.
2. Mortgage executed by Robert Miller, Trustee under unrecorded Land Trust Agreement dated February 25, 1992, in favor of The Corner Company of Fort Myers, Inc., dated December 7, 1992, recorded December 7, 1992, in Official Record Book 2346, Page 66, Public Records of Lee County, Florida.

**Tax Status:** 2001 taxes have been paid in full.  
(The end user of this report is responsible for verifying tax and/or assessment information.)

**The Division of County Lands has made a diligent search of the Public Record. However, this**

# Schedule X

Parcel 168

Project: Conservation 2020, Project 8800

Search No. 21898/C

A parcel of land situated in the State of Florida, County of Lee, lying in Section 15, Township 45 South, Range 22 East, and further bounded and described as follows:

Starting at the northwest corner of said Section 15; thence S 12°40'58"E for 1241.75 feet, thence S 09°57'43"E for 510.28 feet to the northwest corner of a parcel described in Official Record Book 1288, Page 2322; thence S80°16'46"E along the north line of said parcel for 4418.79 feet to the southwesterly right-of-way line of Pine Island Boulevard (S.R. 767-100 feet wide); thence S17°24'17"E along said right-of-way line for 1038.18 feet to the Point of Beginning; thence continue S17°24'17"E along said right-of-way line for 699.23 feet; thence S89°26'26"W for 2219.81 feet to the east line of the southwest one quarter of said section; thence N00°28'31"E along said east line for 669.34 feet; thence N89°26'26"E for 2005.10 feet to the Point of Beginning.

Bearings based on the north-south 1/4 section line as bearing N00°28'31"E.

# W. MICHAEL MAXWELL & ASSOCIATES, INC.

APPRAISER/CONSULTANT/REALTOR

## ASSOCIATE APPRAISERS

William E. McInnis  
State-Certified General Appraiser  
Certification 0002232

Timothy D. Rieckhoff  
State-Certified General Appraiser  
Certification 0002261

Gerald A. Hendry  
State-Certified General Appraiser  
Certification 0002245



W. MICHAEL MAXWELL, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055

2550 First Street  
Fort Myers, Florida 33901

(941) 337-0555  
(941) 337-3747 - FAX

e-mail-appr@maxwellappraisal.com  
web-www.maxwellappraisal.com

10 December 2001

Lee County Board of County Commissioners  
Department of Public Works  
Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Attention: Mr. Robert G. Clemens  
Program Acquisition Manager

Re: Appraisal of vacant land in the Conservation Lands  
Program #8800, Parcel #168, located on the west  
side of Stringfellow Road, Pine Island, currently  
owned by Robert Miller, Trustee.

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis have been made of the above property for the purpose of estimating the market value of the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as amended in the body of this report.

Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

As per the Uniform Standards of Professional Appraisal Practice, the appraisers are given three report writing options. These options would include either a self-contained report format, summary report, or restricted report. A summary report format has been requested and will be used for this appraisal. The only difference between the self-contained appraisal report and the summary appraisal report is the level of detail of presentation.

The subject property is appraised as if vacant and as such, only the Sales Comparison Approach to Value will be utilized. The Cost and Income Approaches to Value do not apply in the valuation of vacant land.

The function or intended use of this report is understood to be for use as a basis of value for the possible acquisition of the property as appraised. This summary appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice. The subject property was last inspected on 27 November 2001 by Mr. William E. McInnis, Associate Appraiser. An aerial inspection was also made by Mr. McInnis on 7 November 2001. Mr. W. Michael Maxwell, MAI, SRA, has subsequently made a ground level inspection of the property. Our compensation in this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtainment of a stipulated result, or the occurrence of a subsequent event. In addition to the Assumptions and Limiting Conditions as contained in the Addenda to this report, this appraisal is made subject to the Special Assumptions as outlined on the Executive Summary on the following pages.

By reason of our investigation and analysis, data contained in this report, and our experience in the real estate appraisal business, it is our opinion that the market value of the subject property, as of 27 November 2001, is:

**THREE HUNDRED FIFTY SEVEN THOUSAND DOLLARS.....(\$357,000.00)**

Respectfully submitted,



W. Michael Maxwell, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055



William E. McInnis, Associate Appraiser  
State-Certified General Appraiser  
Certification 0002232



W. MICHAEL MAXWELL  
MAI, SRA

# 5-Year Sales History

Parcel No. 168

**Conservation 2020**

Project No. 8800

**NO SALES in PAST 5 YEARS**



**NEWS-PRESS**

*Published every morning - Daily and Sunday  
Fort Myers, Florida*

**Affidavit of Publication**

STATE OF FLORIDA  
COUNTY OF LEE

Before the undersigned authority, personally appeared  
**Kieanna Henry**

who on oath says that he/she is the  
**Asst. Legal Clerk** of the News-Press, a daily newspaper,  
published at Fort Myers, in Lee County, Florida; that the  
attached copy of advertisement, being a

**Display**

In the matter of **Notice of Public Hearing**  
in the \_\_\_\_\_ Court  
was published in said newspaper in the issues of  
**April 26, 2002**

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida and that said newspaper has heretofore been continuously published in said Lee County, Florida, each day, and has been entered as a second class mail matter at the post office in Fort Myers in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of the advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Kieanna Henry*

Sworn to and subscribed before me this

26<sup>th</sup> day of April 2002 by

**Kieanna Henry**

personally known to me or who has produced

\_\_\_\_\_ as identification, and who did or did not take an oath.

Notary Public *Brenda Leighton*

Print Name \_\_\_\_\_

My commission Expires:



Brenda Leighton  
MY COMMISSION # CC008905 EXPIRES  
February 14, 2003  
BONDED THRU TROY FAIR INSURANCE, INC.

**LEE COUNTY**  
SOUTHWEST FLORIDA

**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on the 28th day of May, 2002 at 9:30 AM in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, a public hearing will be held to consider the purchase of a tract of land for the Conservation 2020 Project, pursuant to Florida Statute 125.355. The property is described as Parcel 168, Conservation 2020 Land Acquisition Program identified by being all of Strap Number 15-45-22-00-00001-3030. The seller is Robert Miller, Trustee.

The proposed purchase agreement may be inspected or copied during regular business hours at the Public Resources Office located in the Courthouse Administration Building, 2115 Second Street, Fort Myers, Florida.

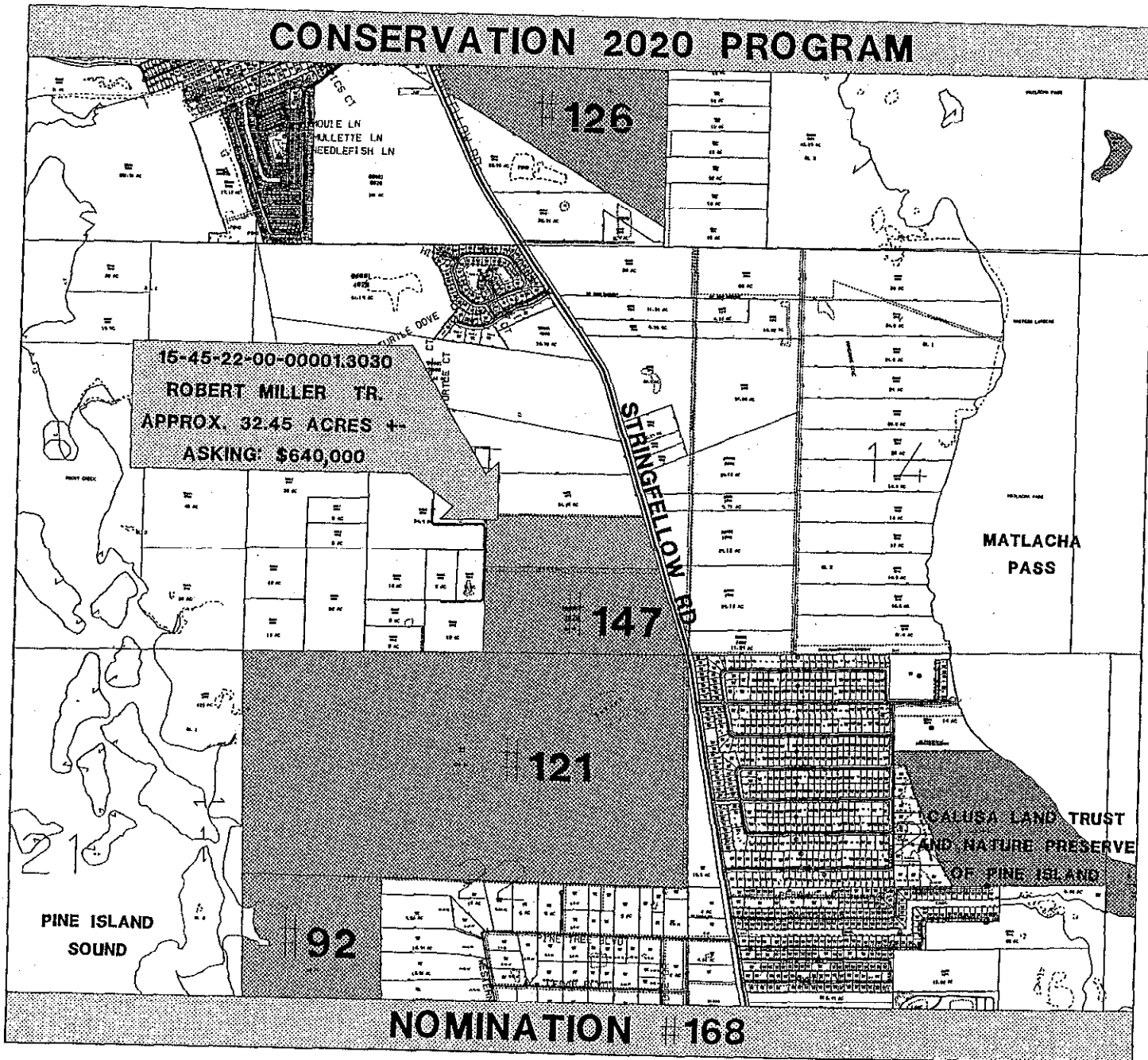
Interested parties may be heard regarding the proposed acquisition. Anyone wishing to appeal a decision made by the Board will need to ensure that a verbatim record of the proceedings is made.

P.O. Sekulski  
REF:DO42602-93

BOARD OF LEE COUNTY COMMISSIONERS

RECEIVED  
PUBLIC RESOURCES  
2002 APR 29 AM 8:49

**CONSERVATION 2020 PROGRAM**



**NOMINATION # 168**

*No transportation conflicts. No plans to widen Stringfellow Rd.  
Wu 11/2/00*

**SECONDARY REVIEW  
NOMINATION 168**

CRITERIA		SCORE	COMMENTS
<b>A. SIZE AND CONTIGUITY</b>			
<b>1. Size of Property</b>			
d.	200 to <300 acres	3	
e.	100 to <200 acres	2	
f.	50 to <100 acres	1	
g.	< 50 acres	0	0 32 acres
<b>2. Contiguous to:</b>			
a.	Coastal waters&other sovereignty submerged lands	4	0
b.	Existing preserve area, c.e., wma or refuge	4	4 Contiguous to Site 147, acquired
c.	Preserve areas officially proposed for acquisition	2	0
<b>B. HABITAT FOR PLANTS AND ANIMALS</b>			
<b>1. Native Plant Cover</b>			
a.	> 75 % of the property has native plant cover	8	8 Australian pines and melaleuca have invaded the eastern most ¼ of the nomination and line the road. The pine flatwoods to the south of the road, west of the area described above has fewer exotics than the northern part. The exotic plant infestation is still below 25%.
b.	50% to < 75% has native plant cover	4	
c.	25% to <50% has native plant cover	2	
d.	< 25% has native plant cover	0	
<b>2. Significant for wide-ranging species</b>			
	Panther Habitat, wetlands, ponds, grass lands, etc.	2	2 pine flatwoods provide habitat for wide-ranging species such as the red-shouldered hawk, which was sighted during the field review
<b>3. Rare and Unique Uplands</b>			
a.	Scrub, hammock, old growth pine	2	
b.	Mature, second growth pine flatwood	1	1 mature pines present on the nomination
<b>4. Diversity</b>			
a.	5 or more FLUCCS native plant comm. categories	2	
b.	3 or 4 FLUCCS native plant community categories	1	
c.	2 or less FLUCCS native plant community categories	0	0 pine flatwoods is the only native FLUCCS plant community

**SECONDARY REVIEW  
NOMINATION 168**

<b>C. SIGNIFICANCE FOR WATER RESOURCES</b>						<b>COMMENTS</b>
	<b>1.</b>	<b>Serves or can serve as flow-way</b>				
	<b>a.</b>	Site contains a primary flow-way, creek, river, wetland corridor, large contributing watershed; possibly identified in the Lee County Surface Water Master Plan, South Lee County Study, or by staff	<b>4</b>			
	<b>b.</b>	Site contains flow-way, through tributary, medium size watershed, or just a portion of system/one side of conveyance, may not be identified in study	<b>3</b>			
	<b>c.</b>	Same as b., smaller watershed, not as defined, disconnected	<b>2</b>			
	<b>d.</b>	Site conveys runoff, minimal area	<b>1</b>	<b>1</b>		site accommodates some road run-off
	<b>e.</b>	Site provides no conveyance of surface water	<b>0</b>			
	<b>f.</b>	Add 2 points if conveyance is natural (not man-made)	<b>+2</b>	<b>0</b>		considerable disturbance
	<b>2.</b>	<b>Strategic to Flood Management</b>				
	<b>a.</b>	Well defined flood-way within parcel, possibly identified in FEMA or other study, both sides of conveyance, large upstream area, protection from encroachment critical or known flooding history	<b>4</b>			
	<b>b.</b>	Same as a., portion of floodway (one side) or within floodplain	<b>3</b>			
	<b>c.</b>	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	<b>2</b>			
	<b>d.</b>	Small watershed, minimal flooding	<b>1</b>	<b>1</b>		site provides limited coastal storm surge protection
	<b>e.</b>	No significant flood issues	<b>0</b>			
	<b>3.</b>	<b>Protect a water supply source.</b>				
	<b>a.</b>	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamiami Aquifer and also within area of current or proposed wellfield development	<b>2</b>			
	<b>b.</b>	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	<b>1</b>			
	<b>c.</b>	No recharge or potential water supply opportunities	<b>0</b>	<b>0</b>		no significant recharge or water supply source
	<b>4.</b>	<b>Offset Damage to or Enhance Water Quality.</b>				
	<b>a.</b>	Presence of wetland, retention, or lake that is currently providing water quality benefits	<b>2</b>			
	<b>b.</b>	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	<b>1</b>	<b>1</b>		some potential for water quality improvements
	<b>c.</b>	No existing or potential water quality benefits	<b>0</b>			

**SECONDARY REVIEW  
NOMINATION 168**

<b>D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE</b>					<b>COMMENTS</b>
<b>1.</b>	<b>Good Access for Public Use and Land Management</b>				
	Parcel can be accessed from a freeway, expressway, arterial street, or major collector	<b>3</b>	<b>3</b>	access is via Stringfellow Rd., on which the nomination fronts	
	Parcel can be accessed from a minor collector or local street	<b>2</b>			
	Parcel can be accessed from a privately-maintained road that is dedicated for public use	<b>1</b>			
	physical or legal access	<b>0</b>			
<b>2.</b>	<b>Recreation/Eco-Tourism Potential</b>				
	Score depends upon the variety or uniqueness of potential public uses. Examples of appropriate public uses include paddling sports, fishing, hiking, equestrian, mountain biking, photography, nature study, and environmental education	<b>0-2</b>	<b>1</b>	recreational opportunities most likely limited to hiking	
<b>3.</b>	<b>Land Manageability</b>				
	75% or greater of the perimeter of site is surrounded by low impact land uses	<b>3</b>	<b>3</b>	Surrounded by Rural and Outlying Suburban FLUM uses	
	50%-75% of the perimeter of site is surrounded by low impact land uses	<b>2</b>			
	25%-50% of the perimeter of site is surrounded by low impact land uses	<b>1</b>			
	Less than 25% of the perimeter of the site is surrounded by low impact land uses	<b>0</b>			
<b>4.</b>	<b>Development Status (Maximum 4 points)</b>				
<b>a.</b>	The Parcel is Approved for Development or is Exempt from Clearing Regulations	<b>4</b>	<b>0</b>	Cattle lease, but no ag. Exemption	
<b>b.</b>	The Parcel is Zoned for Intensive Use	<b>2</b>	<b>0</b>	AG-2	
<b>c.</b>	Future Land Use Map: Intensive Land Use Category	<b>1</b>	<b>0</b>	Rural	
<b>TOTAL POINTS</b>			<b>25</b>		
<b>COMMENTS:</b> A road bisects the property east to west that provides legal access to property owners to the west of this property. Same pine flatwoods habitat as found on Site 147. Many mature pines. Australian pines and melaleuca have invaded the eastern most 1/4 of the property and line the road.					
<b>RECOMMENDATION:</b> Pursue for acquisition					