

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020588

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of Parcel 152, in Section 35, Township 45 South, Range 22 East, located on the west side of Stringfellow Road in Pine Island, 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 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. 20000863 for Conservation 2020 Program.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 1

ALA

07-02-2002

4. AGENDA:

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE 96-12
 - ADMIN.
 - OTHER Blue Sheet No. 20000863

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT *Independent*
- C. DIVISION *County Lands TLM 5/21/02*
- BY: *Karen L. W. Forsyth, Director*

TIME REQUIRED:

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 Parcel 152 further identified as STRAP Number 35-45-22-00-00006.0000. This +/- 52 acre parcel is located along the west side of Stringfellow Road, approximately seven miles south of Pine Island Center.

The owner of Parcel 152, William T. Mills, Trustee, has agreed to sell the subject parcel to the County for \$200,000. The County will pay \$145,000, and Calusa Land Trust and Nature Preserve of Pine Island, Inc. will contribute \$55,000 towards the purchase. The County is responsible for the title insurance, survey, environmental audit, and recording of the deed. The Seller, at his expense, is to pay documentary stamps, real estate broker and attorney fees, if any.

County staff, along with Mr. Phillip Buchanan of Calusa Land Trust has been working with the property owner for almost two years to negotiate this agreement. The owner's original asking price was \$450,000.

The County obtained an appraisal dated September 26, 2000, performed by David C. Vaughan, MAI of Diversified Appraisal, Inc., indicating a market value of \$145,000.

County Lands' Staff recognizes the contribution by Calusa Land Trust is given to meet the Seller's final asking price which is above the market value.

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)

ATTACHMENTS: Purchase Agreement, Affidavit of Interest in Real Property, Title Search, Appraisal Cover Letter, Sales History, Property Appraisers Map, Summary Sheet, and Blue Sheet No. 20000863.

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>5/23/02</i>	<i>5/23/02</i>	<i>5/23/02</i>	<i>5/23/02</i>	<i>5/23/02</i>	<i>5/23/02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by *Coletty*
Date: *5/22/02*
Time: *3:33pm*
Forwarded To: *ADMIN*
5-23-02 9:00

RECEIVED BY COUNTY ADMIN. *PMR*
5/23 9:30
COUNTY ADMIN. *TD*
FORWARDED TO:
5/23 2:00

This document prepared by
Division of County Lands
Project: Conservation Lands Program, Project 8800
Parcel: 152
STRAP No.: 35-45-22-00-00006.0000

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 27th day of MARCH, 2002, by and between William T. Mills, Individually and as Trustee, hereinafter referred to as SELLER, whose address is 99 Akron Road, Lake Worth, Florida 33467-3801, 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 52 acres more or less, and located at 3760 Galt Island Avenue, on Pine Island, 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. The Buyer will pay \$145,000 by County Warrant towards the purchase, with the additional \$55,000.00 being contributed by certified check provided by Calusa Land Trust and Nature Preserve of Pine Island, Inc., a Florida non-profit corporation.

3. **EVIDENCE OF TITLE:** BUYER will provide at BUYER'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 without any reduction in the purchase price, 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 based on total consideration of \$200,000.00 (\$145,000.00 from the BUYER, and \$55,000.00 from a third party donation);
- (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, BUYER will have the right to obtain at BUYER's expense a boundary survey. 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 to the best of his knowledge 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 to the best of his knowledge 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 to the best of his knowledge 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:

Suzanne Canino
Ben Furell

SELLER:

William T. Mills
William T. Mills, (DATE)
Individually and as Trustee

WITNESSES:

Calline Ricard

CONTRIBUTOR:

Calusa Land Trust and Nature Preserve of Pine Island, Inc.

By: Phillip G. Buchanan
Phillip G. Buchanan, President

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)

Parcel 152
Conservation Lands Program, Project No. 8800

SPECIAL CONDITIONS

Page 1 of 2

1. The purchase price of \$200,000.00 is based upon a stated acreage by SELLER of 52 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 50 acres the purchase price will be adjusted downwards accordingly at the agreed per acre price.
2. SELLER warrants **to the best of his knowledge** 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 May 8, 2000. In this regard, SELLER warrants **to the best of his knowledge** 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 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. **Within twenty (20) days of receipt of Environmental Site Assessment, BUYER, will notify SELLER of any items located on the property that violate this condition. BUYER may elect to accept the damaged property in its existing condition, without any reduction to the purchase price, or may terminate this Agreement without obligation.**
5. SELLER is responsible for any permit requirements and/or liabilities arising from Lee County Development Order Number 92-06-040.00D.
6. SELLER is responsible for any requirements and/or liabilities arising from any Florida Department of Environmental Protection, U.S. Army Corps of Engineers, and/or South Florida Water Management District permits issued on subject property.
7. All terms set forth in Item(s) 5 and 6 of the Special Conditions will survive the closing of this transaction.

SPECIAL CONDITIONS

Page 2 of 2

WITNESSES:

Dulcem Caridad
Ann Ferrell

SELLER:

William T. Mills
William T. Mills, (DATE)
Individually and as Trustee

WITNESSES:

Ann Ferrell
Calline Picard

CONTRIBUTOR:

Calusa Land Trust and Nature Preserve of
Pine Island, Inc.

By: *Phillip G. Buchanan*
Phillip G. Buchanan, President

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)

Exhibit "A"

Page 1 of 2

LEGAL DESCRIPTION AS PER STARNES & ASSOC, INC.

A TRACT OR PARCEL OF LAND LYING IN THE S.W.¼ OF SECTION 35, T.45 S., R.22 E. LEE CO. FLORIDA, SAID TRACT OR PARCEL IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE ADDITION TO UNIT "N", GULF HAVEN SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 14 PAGE 112 OF THE PUBLIC RECORDS OF LEE CO., FLORIDA. THENCE RUN S.89°09'40" W. ALONG THE NORTH LINE OF SAID S.W.¼ FOR 500.00' TO THE P.O.B. OF THE FOLLOWING DESCRIBED PARCEL.

FROM SAID P.O.B. CONTINUE RUNNING S.89°09'40" W. FOR 1469.31' TO THE N.W. CORNER OF SAID S.W.¼; THENCE RUN S.34°43'33" E. FOR 1828.19' TO THE NORTH R/W LINE OF GALT ISLAND AVENUE AS SHOWN ON THE PLAT OF GALT ISLAND SHORES AS RECORDED IN PLAT BOOK 33 PAGE 111 OF THE PUBLIC RECORDS OF LEE CO., FLORIDA. THENCE RUN S.88°22'52" E. ALONG SAID R/W LINE FOR 294.98'; THENCE RUN S.87°12'00" E. ALONG SAID R/W LINE FOR 560.79' TO THE P.C. OF A CURVE TO THE LEFT, HAVING FOR IT'S ELEMENTS RADIUS= 135.00', DELTA= 53°07'48", ARC.= 125.19'; THENCE RUN ALONG SAID CURVE TO THE LEFT FOR 125.19' TO A P.R.C. OF A CURVE TO THE RIGHT HAVING FOR IT'S ELEMENTS RADIUS= 65.00', DELTA= 45°24'24", ARC= 51.51'; THENCE RUN ALONG SAID CURVE TO THE RIGHT FOR 51.51' TO THE P.T. OF SAID CURVE; THENCE RUN N.85°04'36" E. FOR 70.00' TO THE P.C. OF A CURVE TO THE LEFT HAVING FOR IT'S ELEMENTS, RADIUS= 30.00', DELTA= 90°00'00", ARC.= 47.12'; THENCE RUN ALONG SAID CURVE TO THE LEFT FOR 47.12' TO THE P.T. OF SAID CURVE AND THE WEST R/W LINE OF YORK RD. THENCE RUN N.04°55'24" W. ALONG SAID R/W LINE FOR 90.96' TO THE S.W. CORNER OF SAID ADDITION TO UNIT "N"; THENCE RUN N.07°09'23" W. ALONG THE WEST LINE OF SAID ADDITION TO UNIT "N" FOR 1225.93'; THENCE RUN S.89°09'40" W. ALONG A LINE WHICH LIES 150.00' SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE S.W.¼ OF SAID SECTION 35 FOR 516.59'; THENCE RUN N.00°50'20" W. FOR 150.00' TO THE P.O.B.

SAID PARCEL CONTAINS: 52.47 ACRES MORE OR LESS.

SAID PARCEL IS SUBJECT TO: EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

CURVE	RADIUS	DELTA	ARC
①	135.00'	53°07'48"	125.19'
②	65.00'	45°24'24"	51.51'
③	300.00'	90°00'00"	47.12'

CURVE DATA

THE N.W. CORNER OF THE S.W. 1/4
OF SECTION 35-45-22

S.89°09'40"W
1453.31'

1828.19'

52.47± ACRES

P.O.C.
THE N.W. CORNER OF THE
ADDITION TO UNIT "N" GULFHAVEN
S/D RB.14 PR.2

I HEREBY CERTIFY THAT THIS SKETCH AS
SHOWN IS A TRUE REPRESENTATION OF THE
PARCEL HEREIN DESCRIBED.
James R. Starnes
REGISTERED LAND SURVEYOR 4869
STATE OF FLORIDA JAMES R. STARNES
THIS SKETCH IS NOT VALID WITHOUT EMBOSSED SEAL
THIS SKETCH IS NOT A SURVEY

150.00'
N.00°50'20"W

P.O.B.

50' WIDE INGRESS &
EGRESS EASEMENT

S.89°09'40"W
516.59'

500.00'

362.46'

80'

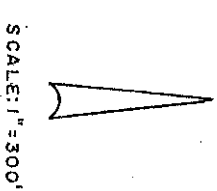
546.93'

N.07°09'23"W 1225.93'

YORK ROAD

294.98'
S.89°22'52"E
GALT ISLAND AVENUE
560.79'
S.87°12'00"E

90.96'
N.04°55'24"W
80'
N.85°04'36"E
70.00'



Parcel: .152

STRAP: 35-45-22-00-00006.0000

Project: Conservation Land Program, Project 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 27th day of MARCH, 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:

WILLIAM T. MILLS, Trustee
99 Akron Road
Lake Worth, Florida 33467-3801

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. WILLIAM T. & JOYCE J. MILLS, 99 AKRON RD, LAKE WORTH, FL 33467
2. DOYLE A. BAUSON'S ESTATE, 217 COMMERCE RD, MILFORD, MI 48381
3. GEORGE R. & LORRAINE PATZER, 18021 UNIVERSITY PARK DR, LIVONIA, MI 48152
4. LEE P. JOHANSON, 1521 ALTON RD. # 254, MIAMI BEACH, FL 33139
5. GLEN & JEAN BOE, 318 STURUP KEG BLDG, MARATHON, FL 33050

The real property to be conveyed to Lee County is shown on attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Sue Ann Cassidy
Witness Signature

Sue Ann Cassidy
Printed Name

Bruce Ferrell
Witness Signature

Bruce Ferrell
Printed Name

William T. Mills
Signature of Affiant

WILLIAM T. MILLS
Printed Name

Affidavit of Interest in Real Property

Parcel: 152
STRAP: 35-45-22-00-00006.0000
Project: Conservation Land Program, Project 8800

STATE OF FLORIDA

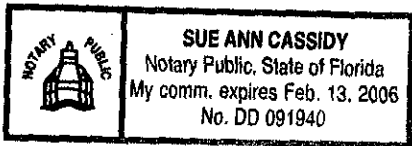
COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED before me this 27th day of March, 2002,

by William Mills
(name of person acknowledged)

Sue Ann Cassidy
(Notary Signature)

(SEAL)



Sue Ann Cassidy
(Print, type or stamp name of Notary)

Personally known _____
OR Produced Identification FL Drivers License
Type of Identification _____

Exhibit "A"

Page 1 of 2

LEGAL DESCRIPTION AS PER STARNES & ASSOC, INC.

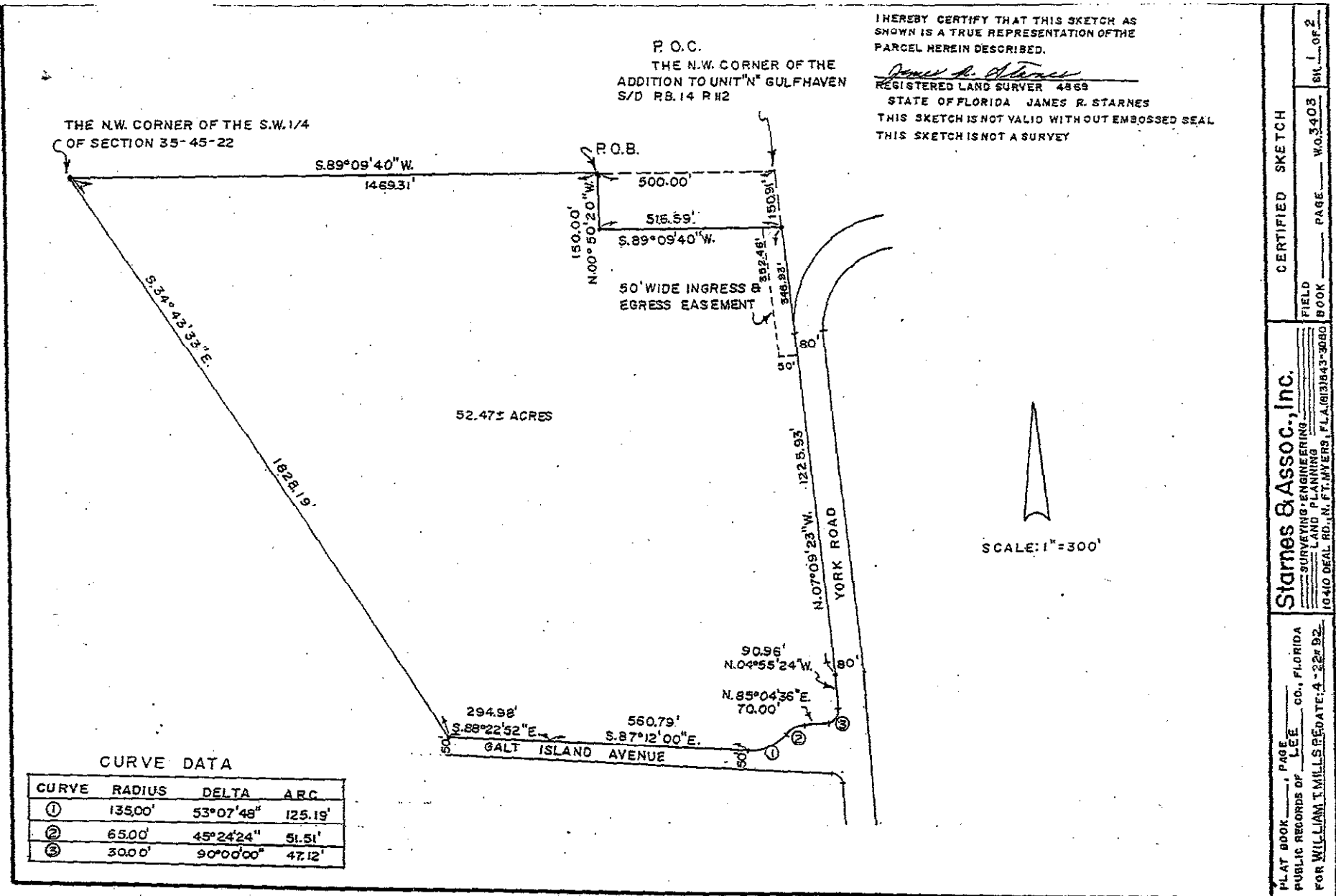
A TRACT OR PARCEL OF LAND LYING IN THE S.W.¼ OF SECTION 35, T.45 S., R.22 E. LEE CO. FLORIDA, SAID TRACT OR PARCEL IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.W. CORNER OF THE ADDITION TO UNIT "N", GULF HAVEN SUBDIVISION AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 14 PAGE 112 OF THE PUBLIC RECORDS OF LEE CO., FLORIDA. THENCE RUN S.89°09'40" W. ALONG THE NORTH LINE OF SAID S.W.¼ FOR 500.00' TO THE P.O.B. OF THE FOLLOWING DESCRIBED PARCEL.

FROM SAID P.O.B. CONTINUE RUNNING S.89°09'40" W. FOR 1469.31' TO THE N.W. CORNER OF SAID S.W.¼; THENCE RUN S.34°43'33" E. FOR 1828.19' TO THE NORTH R/W LINE OF GALT ISLAND AVENUE AS SHOWN ON THE PLAT OF GALT ISLAND SHORES AS RECORDED IN PLAT BOOK 33 PAGE 111 OF THE PUBLIC RECORDS OF LEE CO., FLORIDA. THENCE RUN S.88°22'52" E. ALONG SAID R/W LINE FOR 294.98'; THENCE RUN S.87°12'00" E. ALONG SAID R/W LINE FOR 560.79' TO THE P.C. OF A CURVE TO THE LEFT, HAVING FOR IT'S ELEMENTS RADIUS= 135.00', DELTA= 53°07'48", ARC.= 125.19'; THENCE RUN ALONG SAID CURVE TO THE LEFT FOR 125.19' TO A P.R.C. OF A CURVE TO THE RIGHT HAVING FOR IT'S ELEMENTS RADIUS= 65.00', DELTA= 45°24'24", ARC= 51.51'; THENCE RUN ALONG SAID CURVE TO THE RIGHT FOR 51.51' TO THE P.T. OF SAID CURVE; THENCE RUN N.85°04'36" E. FOR 70.00' TO THE P.C. OF A CURVE TO THE LEFT HAVING FOR IT'S ELEMENTS, RADIUS= 30.00', DELTA= 90°00'00", ARC.= 47.12'; THENCE RUN ALONG SAID CURVE TO THE LEFT FOR 47.12' TO THE P.T. OF SAID CURVE AND THE WEST R/W LINE OF YORK RD. THENCE RUN N.04°55'24" W. ALONG SAID R/W LINE FOR 90.96' TO THE S.W. CORNER OF SAID ADDITION TO UNIT "N"; THENCE RUN N.07°09'23" W. ALONG THE WEST LINE OF SAID ADDITION TO UNIT "N" FOR 1225.93'; THENCE RUN S.89°09'40" W. ALONG A LINE WHICH LIES 150.00' SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE S.W.¼ OF SAID SECTION 35 FOR 516.59'; THENCE RUN N.00°50'20" W. FOR 150.00' TO THE P.O.B.

SAID PARCEL CONTAINS: 52.47 ACRES MORE OR LESS.

SAID PARCEL IS SUBJECT TO: EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.



I HEREBY CERTIFY THAT THIS SKETCH AS SHOWN IS A TRUE REPRESENTATION OF THE PARCEL HEREIN DESCRIBED.

James R. Starnes
REGISTERED LAND SURVER 4869
STATE OF FLORIDA JAMES R. STARNES
THIS SKETCH IS NOT VALID WITHOUT EMBOSSED SEAL
THIS SKETCH IS NOT A SURVEY

PLAT BOOK _____, PAGE _____, CO., FLORIDA
PUBLIC RECORDS OF LEE
FOR WILLIAM T. MILLS, RE DATE: 4-22-92.

Starnes & Assoc., Inc.
SURVEYING ENGINEERING
LAND ENGINEERING
10410 DEAL RD., N. P. MYERS, FLA. (813) 843-3080

CERTIFIED SKETCH

FIELD BOOK _____ PAGE _____ W.O. 3403 811 OF 2

FIDELITY NATIONAL TITLE
INSURANCE COMPANY OF NEW YORK

SCHEDULE A

5/13/2002 TLM

1. Effective Date: August 6, 2000 at 05:00 PM Commitment No.: 02-256477

2. Policy or Policies to be issued: Amount
(a) ALTA Owner's Policy (4-6-90) with Florida Modifications \$.00
Proposed Insured: LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

(b) ALTA Loan Policy (4-6-90) with Florida Modifications
Proposed Insured:

3. The estate of interest in the land described or referred to in this Commitment and covered herein is: FEE SIMPLE

4. Title to the FEE SIMPLE estate or interest in said land is at the effective date hereof vested in:
WILLIAM T. MILLS, AS TRUSTEE

5. The land referred to in this Commitment is described as follows:

ALL OF THE SOUTH HALF (S 1/2) OF SECTION 35, LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

FROM THE SOUTHWEST CORNER OF SAID SECTION 35, RUN NORTH 0°47'30" WEST ALONG THE WESTERLY LINE OF SAID SECTION 35 FOR 937.3 FEET, MORE OR LESS, TO THE CENTER LINE OF A BOAT CANAL; THENCE RUN SOUTH 87° 14' EAST ALONG THE CENTERLINE OF SAID BOAT CANAL TO AN INTERSECTION WITH THE WESTERLY LINE OF YORK ROAD AS SHOWN ON THE MAP OR PLAT OF UNIT M, GULFHAVEN SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN PLAT BOOK 9, PAGES 77 AND 78 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. THENCE RUN NORTHERLY ALONG SAID WESTERLY LINE OF YORK ROAD AND A NORTHERLY PROLONGATION OF SAID WEST LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF SAID SECTION 35, ALL IN TOWNSHIP 45 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA;

SUBJECT TO AN EASEMENT OF 30 FEET RIGHT OF WAY NORTH OF CANAL FOR ACCESS TO GALT ISLAND.

Countersigned: FURLONG TITLE COMPANY, INC.

By: Joseph A. Furlong, Jr.
Authorized Countersignature
Joseph A. Furlong, Jr.

FIDELITY NATIONAL TITLE
INSURANCE COMPANY OF NEW YORK

SCHEDULE B I

File Number: 256477

Commitment No.: 02-256477

The following are the requirements to be complied with:

1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. Instruments in insurable form which must be executed, delivered and duly filed for record:
 - a. Satisfaction of that certain mortgage dated JUNE 1, 1992, given by WILLIAM T. MILLS INDIVIDUALLY AND AS TRUSTEE to THE JOHN E. AND ALIESE PRICE FOUNDATION INC. and recorded on JUNE 1, 1992 in Official Record Book 2303 at Page 1052 of the Public Records of Lee County, Florida, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$800,000.00.
 - b. Warranty Deed from WILLIAM T. MILLS to LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA conveying the property described under Schedule "A".

FIDELITY NATIONAL TITLE
INSURANCE COMPANY OF NEW YORK

SCHEDULE B II

File Number: 256477

Commitment No.: 02-256477

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.

1. 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.
2. All assessments and taxes for the year 2000 and all subsequent years.
3. Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
5. Rights or claims of parties in possession not shown by the public records.
6. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
7. EASEMENT GRANTED TO LEE COUNTY MOSQUITO CONTROL DISTRICT RECORDED IN O.R. BOOK 1358, PAGE 761, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
8. 7/8 OIL, GAS AND MINERALS RESERVED IN DEED BOOK 216, PAGE 527, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
9. TAXES FOR THE YEAR 1999 AND PREVIOUS YEARS HAVE BEEN PAID. TAXES FOR THE YEAR 1999 WERE PAID IN THE AMOUNT OF \$6,081.91. TAXES FOR THE YEAR 2000 ARE NOT YET DUE OR PAYABLE. TAX ID NUMBER IS 35-45-22-00-00006.0000.

Diversified Appraisal, Inc.
Real Estate Appraisers and Consultants

Ted A. Dickey, MAI
State-Certified General Appraiser
Certification # 0000570

David C. Vaughan, MAI, MBA
State-Certified General Appraiser
Certification # 0000569



2 October 2000



Lee County Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

Attention: Ms. Theresa Mann

RE: Job #090007 - Summary Appraisal Report of 51.8 Acres of
Vacant Land in Pine Island, Florida, Parcel
152, Conservation Lands Program, Project #8800

Dear Ms. Mann:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 26 September 2000. Within the attached summary appraisal report, please find enclosed a legal description of the subject property.

This is a Summary Appraisal Report which 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 the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

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 Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. Mr. David C. Vaughan has complied with the Appraisal Standards of

Lee County
Page Two
2 October 2000

Professional Appraisal Practice, competency provision. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

The purpose of the appraisal is to estimate the market value of the subject property. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

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 and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The function of the appraisal is understood to be for use as a basis of value for internal accounting purposes and/or in the purchase of the property. This appraisal is for the exclusive use of Lee County Division of County Lands who is the client.

The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials

Lee County
Page Three
2 October 2000

or substances are found on the site, then this appraisal is subject to reanalysis. The appraiser is not an expert in this field.

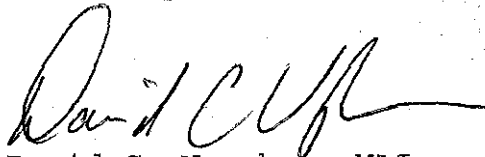
The appraisal is based on the property having a total of 51.8 acres consisting of 12.5± acres of upland areas and approximately 39.3 acres of wetland areas. If the actual wetland area differs from this amount, then my value estimate will change.

The subject property is appraised as of 26 September 2000, the date of a detailed on-site inspection, which was made by David C. Vaughan, MAI.

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the market value of the undivided fee simple interest of the subject property, as of 26 September 2000, is:

ONE HUNDRED FORTY FIVE THOUSAND DOLLARS. (\$145,000)

Sincerely,



David C. Vaughan, MAI
State-Certified General Appraiser
Certification #0000569

5-Year Sales History

Parcel No. 152

Conservation 2020 Land Acquisition Program

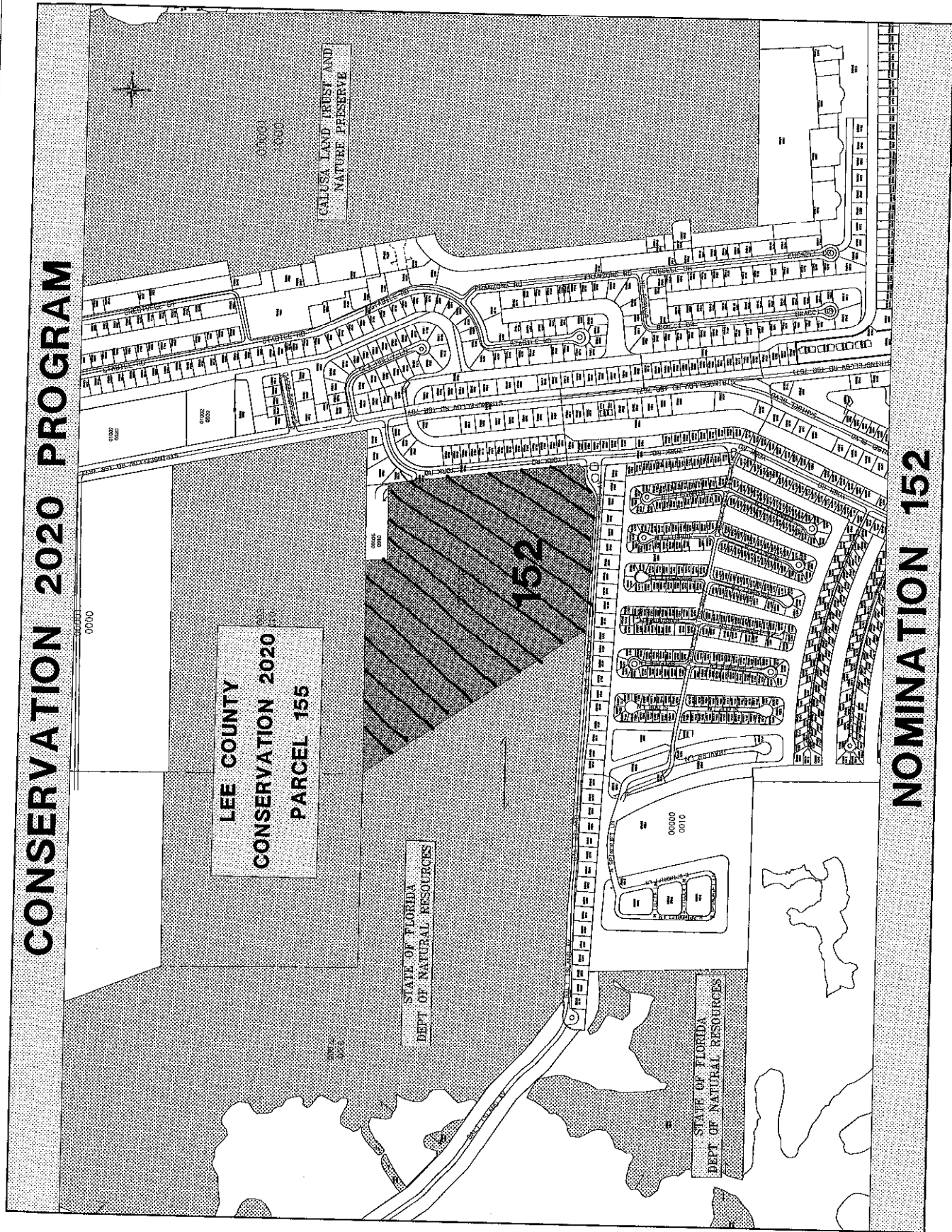
Project No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N
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NO SALES in PAST 5 YEARS

CONSERVATION 2020 PROGRAM

NOMINATION 152



CALUSA LAND TRUST AND NATURE PRESERVE

LEE COUNTY
CONSERVATION 2020
PARCEL 155

STATE OF FLORIDA
DEPT. OF NATURAL RESOURCES

STATE OF FLORIDA
DEPT. OF NATURAL RESOURCES

152



NOMINATION 152 - SW Pine Island

CRITERIA	CRITERIA & MAXIMUM POINTS	SCORE	COMMENTS
Matching Funds and Cost Support (maximum 8 Pts)			
a.	8 Pts - Greater than 50% of the parcel costs will be provided by an outside source.		
b.	4 Pts - Less than 50% of the parcel costs will be provided by an outside source.	4	The Calusa Land Trust has indicated in writing that they will provide matching funds, the amount to be determined following appraisals.
Size			
c.	2 Points - Greater than 100 acres.		
d.	1 Point - Between 50 and 100 acres.	1	52 acres
e.	0 Points - 50 acres and below.		
Contiguity			
f.	1-2 Points - Contiguous with existing (2) or proposed (1) preserve area.	2	Property is contiguous along western boundary with FDEP owned and managed preserves.
Habitat			
g.	1-2 Points - Habitat significant to listed flora and fauna.	2	White ibis sited during field review: a State Species of Special Concern. Bald eagle nests are located nearby and use property for forage.
h.	1-2 Points - Significant habitat for wide-ranging species (e.g., Woodstorks, wading birds, neotropical migrants, shorebirds, bear, hawks, etc.).	2	White ibis is a wide ranging species. Habitat is suitable for other wide ranging species including wading birds and hawks.
i.	1-4 Points - Rare and unique uplands.	2	Pine flatwoods has relatively mature pines.
j.	1-2 Points - Significant coastal habitat.	2	Approximately 1 acre of mangroves. Within Tropical Storm Surge Zone and Coastal High Hazard Area.
Significance for Water Management			
k.	1-4 Points - The parcel serves or can serve as a flow-way for surface water.	2	Coastal sheet flow, minimal area
l.	1-4 Points - The parcel is strategic to flood management, i.e. has repetitive losses.	2	Coastal storm surge protection, outfall for subdivision
m.	1-2 Points - The parcel provides, can provide, or can serve to protect a water supply source; including surface water retention, high recharge capability, groundwater storage, and wetland protection.	0	No significant recharge or water supply potential
n.	1-2 Points - The parcel can be used to offset, clean-up, or enhance water quality.	2	Overland sheet flow and wetlands enhance water quality.
o.	1-2 Points - The parcel is part of a natural water system.	1	Mostly natural system
Potential for Passive Recreation (Maximum 4 Pts)			
p.	0 - 4 Points based on: (1) Diversity of habitat types; (2) High Scenic Value; (3) Exceptional components to attract visitors	2	Hiking and nature study are possible and could extend into Nom. #155, if acquired, and connect to the DEP Preserve to the west.
Land Manageability (Maximum 6 Pts)			
q.	1-4 Points - The parcel can be easily accessed for management	2	Road access is available via York Road and Galt Island Road. There are no conflicts with the future Transportation Plan.
r.	1-2 Points - Management activities will be compatible with adjacent land uses.	2	Contiguity to FDEP property to the west will limit the potential of land use conflicts. Prescribed burning might be a problem since property is surrounded by development on the east and south sides. Alternative brush management methods could be used in a case like this. CLT assistance with management will be a great asset if property is acquired.
s.	1-2 Points - The parcel is well buffered from external impacts such as interference with habitat management plans.	2	See comment for r. above.
Development Status (Maximum 4 Pts)			
t.	4 Points - The parcel is approved for development or ag.exempt	0	Development Order # 92-06-040.00D was issued for construction of the borrow pit. According to the nomination form, Corps of Engineers permit and FDEP permits have been obtained to construct 48 single-family residences. Vegetation removal permit is required from Lee County.
u.	2 Points - The parcel is zoned for intensive use.	0	Zoning: AG-2.
v.	1 Point - Urban Land Use Category.	1	Future Land Use Map Categories: Outlying Suburban, Wetlands, and Rural.
TOTAL POINTS		27	CLASAC recommends that this nomination be pursued for acquisition.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20000863

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the recommendation of the Conservation Land Acquisition and Stewardship Advisory Committee to pursue the acquisition of approximately 113 acres of environmentally sensitive lands located in North Fort Myers directly east of the Cape Coral Major Park and 2 parcels totaling 162 acres north of St. James City on Pine Island. Authorize the Division of County Lands to begin acquisition process for the properties known as Conservation 2020 Nominations 138, 152 and 155.

WHY ACTION IS NECESSARY: Required by Lee County Ordinance 96-12.

WHAT ACTION ACCOMPLISHES: Begins the process of negotiation and purchase of certain, identified environmentally sensitive lands as set forth by County Ordinance 96-12 and the Conservation 2020 program.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #:

17
01 and 04

17A

3. MEETING DATE:

9-5-2000

4. AGENDA

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE

- (Specify)
- STATUTE _____
 - ORDINANCE 96-12
 - ADMIN. CODE _____
 - OTHER _____

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER: _____
- B. DEPARTMENT: Public Works
- C. DIVISION: County Lands
- BY: Karen L.W. Forsyth, Director

AR for KLF

7. BACKGROUND: In July 1996, the Board adopted Lee County Ordinance 96-12 and in November 1996, the citizens of Lee County approved the referendum to levy certain millage for the purposes of acquiring and restoring identified environmentally critical or sensitive lands within Lee County. The Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) was formed and has been evaluating land nominations based upon Board approved criteria and parameters.

CLASAC recommends that Conservation 2020 Nominations 138, 152, and 155 be pursued for acquisition. Attached are maps and descriptions of these nominations. Preliminary title research has been completed on the proposed sites. No substantial title problems were found.

The Committee has continued to recognize the potential for off-site mitigation credits for this set of recommended parcels. Mitigation is an integral part of the program, but mitigation credits may not necessarily be obtained for all acquisitions, as every parcel may not have the necessary "match" for impacted wetlands for any given project by the County in a given sector. Impacted wetlands from a County project must be similar in nature and quality as those on the parcel(s) for off-site mitigation credits to be awarded by regulatory agencies. Award of any credits will be made at the time when County projects apply for them. This is consistent with the letter opinions from the South Florida Water Management District (June 17, 1996) and the U.S. Army Corps of Engineers (June 27, 1997).

The 2020 Transportation Plan assumes a two-lane extension of 24th Avenue along the western boundary of Nomination 138. The Lee County Department of Public Works requests that the future right-of-way for the extension of 24th Avenue be allowed to be acquired from Nomination 138 if this property is purchased with Conservation 2020 funds. The value of the right-of-way will be reimbursed at fair market value to the Conservation 2020 Program CIP land acquisition fund.

Funds for processing and purchase of the designated lands will come from Account No. 20-8800-30103.506110

Attachments: Summary sheets for Nominations 138, 152, and 155.

RECEIVED
SEP 05 2000

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

COUNTY LANDS

DEPARTMENT DIRECTOR	Purchasing	Human Resources	County Administration				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
<i>J. J. ...</i>			OA	OM	Risk	GG		<i>DMC</i>	<i>J. J. ...</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
8/21/00
2:50pm
COUNTY ADMIN.
FORWARDED TO:
8/22/00
2:45pm

REC'D 8/21/00
by CO. ATTY.
S. Y. TAM
CO. ATTY.
FORWARDED TO:
ADVIS