

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20021236

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of Parcel 194, in Sections 14, 15, & 16, Township 43 South, Range 24 East, located at 18400 North Tamiami Trail in North Fort Myers, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$5,490,677.00, 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. 20020111 for Conservation 2020 Program.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 4

A6B

3. MEETING DATE:
11-26-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE 96-12
- ADMIN.
- OTHER *Blue Sheet No. 20020111*

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 194, further identified as STRAP No. 14-43-24-00-00002.0000, 15-43-24-00-00005.0000, & 16-43-24-00-00006.0000. This 323 ± acre parcel is zoned MHPD and is located approximately 1/4 mile North of Del Prado Extension and West of the old S. A. L. Railroad Right of Way and spur. The old Railroad Right of Way, acquired by Lee County for the Gator Slough Channel Improvement, Project No. 8533, separates the subject property from the 2388 ± acres, known as Prairie Pines Preserve (Parcel No. 134) that runs North from Del Prado Extension to the Charlotte County Line.

The owner of Parcel 194, Fort Myers Little Ranches Company, a Florida General Partnership, originally offered to sell the subject property to the County for \$6,350,000.00. Through extensive negotiation, the owner has now agreed to sell this property for \$5,490,677.00, pursuant to the terms and conditions set forth in the purchase agreement. The County is responsible for a survey, an environmental audit, recording of the deed, and nominal closing costs, all estimated to be approximately \$20,000.00. The Seller, at its expense, is to pay documentary stamps, title insurance fees, real estate broker and attorney fees, if any.

A copy of appraisal dated May 10, 2002, performed by Carlson, Norris and Associates, Inc., and another appraisal dated July 8, 2002, performed by Accredited Appraisers, Inc, are 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
 Title Commitment
 Public Records Name Search
 Affidavit of Interest
 Two Appraisal Cover Letters
 Sales History
 Property Appraiser Map

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
<i>K. Forsyth</i>			<i>SA 11/6</i>	<i>SA 11-7-02</i>	OA	OM	RISK	GO	<i>[Signature]</i>
					<i>11-7-02</i>	<i>11/2/02</i>	<i>11/14/02</i>		

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *11/17/02*
 Time: *4:59 pm*
 Forwarded To: _____

RECEIVED BY
 COUNTY ADMIN. *EW*
11-7-02
 2:00
 COUNTY ADMIN.
 FORWARDED TO: *BL*
11/14 2:00

CO. ATTY.
 FORWARDED TO:
Budget 11-7-02 10:40

This document prepared by
County Lands Division
Project: **Conservation Lands Program, Project 8800**
Parcel: 194
STRAP Nos.: 14-43-24-00-00002.0000, 15-43-24-00-00005.0000, and
16-43-24-00-00006.0000

BOARD OF COUNTY COMMISSIONERS

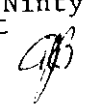
LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 21st day of October, 2012 by and between Fort Myers Little Ranches Company, a Florida General Partnership, hereinafter referred to as SELLER, whose address is 1900 Virginia Avenue, No. 501, Fort Myers, FL 33901, 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 323 acres more or less, and located at 18400 North Tamiami Trail, North Fort Myers, 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 Five Million Four Hundred ~~Twenty~~ ^{Six} Thousand ~~Four~~ ^{Seventy Seven} Hundred Dollars ~~(\$5,426,400.00)~~, payable at closing by County Warrant. ^{Ninty} (\$5,490,677.000) 

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 purchase price, 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 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 or may terminate this Agreement without obligation.

9. **SURVEY:** At least 30 days prior to closing, BUYER is to provide 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, SELLER, Title Agent and SELLER's attorney, 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. SELLER may deduct discrepancy in size or dimensions of the property from the "Property" with a reduction in the purchase price in accordance with Special Condition 1 and 7.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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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 or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** To the best of SELLER's knowledge, SELLER believes the property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. To the best of SELLER's knowledge, 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 states, 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. To the best of SELLER's knowledge, 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. To the best of SELLER's knowledge, 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. To the best of SELLER's knowledge, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER's knowledge, there is no evidence of any release of hazardous materials onto or into the Property.

The SELLER 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.~~ *AB*

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:** Subject to availability of Conservation 2020 funds, the closing of this transaction will be held at the office of the insuring title company on or before March 15, 2003. 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, but not later than July 15, 2003 without mutual consent.

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. SELLER acknowledges that the only real estate broker involved in this agreement is RARCO Investment Properties.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

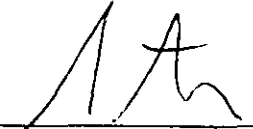
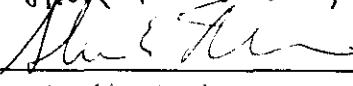
Page 6 of 6

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.

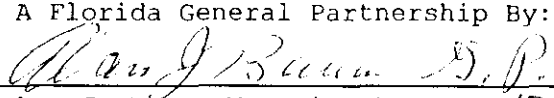
17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

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

WITNESSES:


Steven M. Weissberg

ANNALS & RETURNS

SELLER:

Ft. Myers Little Ranches Company,
A Florida General Partnership By:

Alan J. Baum, Managing Partner (Date)

SELLER's Federal I.D.No.:592322806

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)

1. The purchase price of ~~\$5,426,400.00~~ is based upon a stated acreage by SELLER of 323 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 323 acres the purchase price will be adjusted downwards accordingly at ~~\$16,800.00~~ per acre and BUYER to furnish new legal description. either upward or \$16,999.00 ^{CB}

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 April 24, 2001. 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, or may terminate this agreement without obligation. Seller has removed the house since the date of application.

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, or may terminate this Agreement without obligation.

4. SELLER, at their expense, are to remove all buildings, 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 abandonment of any septic tank and/or well in accordance with Governmental regulations and removal of any waste piles, to include but not limited to abandoned vehicles, farm machinery and equipment, or household appliances.

~~5. All terms set forth in Item(s) 3 of the Special Conditions will survive the closing of this transaction. ^{CB}~~

6. Unless otherwise notified in writing by BUYER, all leases and agreements to occupy property are to be canceled and tenants personal property removed from property prior to closing.

7. SELLER, pursuant to the survey referred to in Paragraph 9, to remove and/or eliminate any and all physical encroachments and furnish a legal description excluding any gaps, and/or overlaps created by deeds of adjacent properties and reduce the purchase price in accordance with Special Condition 1. above.

WITNESSES:
SA

 Steven M Weisberg

Andres E. Rivas

SELLER:
Fort Myers Little Ranches Co
 _____ (DATE)
William J. Brennan ^{CB} *10/21/02*
 _____ (DATE)

CHARLIE GREEN, CLERK

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

BY: _____ (DATE)
 DEPUTY CLERK

BY: _____
 CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
 AND SUFFICIENCY
 _____ (DATE)
 COUNTY ATTORNEY

Exhibit "A"
Legal Description

All that certain parcel of land lying and being in Lee County, Florida, more particularly described as follows:

Beginning at the Intersection of the Easterly line of State Road No. 45 with the East and West center line of Section 16, Township 43 South, Range 24 East; thence run East along the center line of said Section 16 and the center line of Sections 15 and 14, said Township and Range, a distance of 6,468.4 feet to a point 202 feet East of the West line of Said Section 14; thence run North on a line parallel to and 202 feet East of the West line of said Section 14, a distance of 2,674 feet to the North line of said Section 14; thence run East along said North line of said Section 14 a distance of 1,597.8 feet to the West right-of-way line of Seaboard Air Line Railway; thence run South $13^{\circ}16'$ East along West right-of-way line of said Railroad, a distance of 730.8 feet; thence run South $61^{\circ}44'$ West a distance of 258.8 feet; thence run South $13^{\circ}16'$ East and parallel with the West right-of-way line of said Railroad a distance of 2000 feet; thence run North $61^{\circ}44'$ East a distance of 258.8 feet to West line of said right-of-way of said Seaboard Air Line Railway; thence run South $13^{\circ}16'$ East along said West right-of-way line of said Railroad a distance of 1325 feet more or less, to a point which is 1335 feet (as measured along said right-of-way line) from the South line of said Section 14; thence run West to a point 202 feet of the West line of said Southeast Quarter (SE $\frac{1}{4}$) of Section 15; thence run North on a line parallel to and 202 feet East of West line of said Southeast Quarter (SE $\frac{1}{4}$) of said Section 15, a distance of 453 feet, more or less, to a point 885 feet South of East and West center line of said Section 15; thence run West a distance of 3,429 feet, more or less, to the Easterly right-of-way line of State Road No. 45; thence run Northerly along the Easterly right-of-way line of said State Road 45 a distance of 968.9 feet, more or less, to a Point of Beginning.

Final 1941, Cons. 3000

ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE



Commonwealth
A LANDAMERICA COMPANY

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate 180 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

In Witness Whereof, the said Company has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned on Schedule A by an Authorized Officer or Agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Wm Chadwick Perrine

Secretary



By:

Janet A. Alpert

President

Commitment No.
File Number: 43120947
Customer Reference: 29244

COMMONWEALTH LAND TITLE INSURANCE COMPANY
A LANDAMERICA COMPANY

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Effective Date: January 22nd, 2002 at 8:00 AM

1. Policy or Policies to be issued:

\$To Be Determined

a) ALTA OWNER'S POLICY 1992 (10-17-92) with Florida Modifications:
PROPOSED INSURED:

LEE COUNTY, a political subdivision of the State of Florida

b) ALTA LOAN POLICY, 1992 (10-17-92) With Florida Modifications
PROPOSED INSURED:

\$

c)
PROPOSED INSURED:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

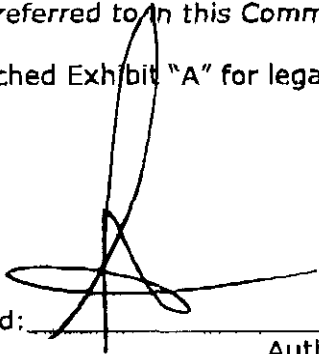
FT. MYERS LITTLE RANCHES COMPANY

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

(See attached Exhibit "A" for legal description)

Issued by:

Countersigned:



Authorized Officer or Agent

This Commitment is invalid
unless the insuring provisions and
Schedules A and B are attached.

Commitment No.
File Number: 43120947
Customer Reference No. 29244

Exhibit "A"
Legal Description

All that certain parcel of land lying and being in Lee County, Florida, more particularly described as follows:

Beginning at the intersection of the Easterly line of State Road No. 45 with the East and West center line of Section 16, Township 43 South, Range 24 East; thence run East along the center line of said Section 16 and the center line of Sections 15 and 14, said Township and Range, a distance of 6,468.4 feet to a point 202 feet East of the West line of Said Section 14; thence run North on a line parallel to and 202 feet East of the West line of said Section 14, a distance of 2,674 feet to the North line of said Section 14; thence run East along said North line of said Section 14 a distance of 1,597.8 feet to the West right-of-way line of Seaboard Air Line Railway; thence run South $13^{\circ}16'$ East along West right-of-way line of said Railroad, a distance of 730.8 feet; thence run South $61^{\circ}44'$ West a distance of 258.8 feet; thence run South $13^{\circ}16'$ East and parallel with the West right-of-way line of said Railroad a distance of 2000 feet; thence run North $61^{\circ}44'$ East a distance of 258.8 feet to West line of said right-of-way of said Seaboard Air Line Railway; thence run South $13^{\circ}16'$ East along said West right-of-way line of said Railroad a distance of 1325 feet more or less, to a point which is 1335 feet (as measured along said right-of-way line) from the South line of said Section 14; thence run West to a point 202 feet of the West line of said Southeast Quarter (SE $\frac{1}{4}$) of Section 15; thence run North on a line parallel to and 202 feet East of West line of said Southeast Quarter (SE $\frac{1}{4}$) of said Section 15, a distance of 453 feet, more or less, to a point 885 feet South of East and West center line of said Section 15; thence run West a distance of 3,429 feet, more or less, to the Easterly right-of-way line of State Road No. 45; thence run Northerly along the Easterly right-of-way line of said State Road 45 a distance of 968.9 feet, more or less, to a Point of Beginning.

Commitment No.
File Number: 43120947
Customer Reference: 29244

SCHEDULE B - SECTION 1
REQUIREMENTS

The following are requirements to be complied with:

1. Payment of the full consideration to or for the account of the grantors or mortgagors.
2. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record:
 - a. Duly authorized Warranty Deed from Ft. Myers Little Ranches to Lee County, a political subdivision of the State of Florida, and attached to the Deed must be an affidavit satisfactory to the Company and in accordance with Florida Statutes Section 620.605(1) or Section 620.8303 establishing: the names of all the partners, and stating that the Partnership is currently in existence, and that the partner(s) executing the Deed have authority to do so, and also stating that neither the partners nor the Partnership have been in bankruptcy during the existence of the Partnership, and that any corporate partners have not been dissolved.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Require release of or proof of not sums due on subject property by virtue of Resolution No. 86-9-66, by the Board of County Commissioners of Lee County, Florida, recorded in Official Records Book 1875, Page 2762, Public Records of Lee County, Florida.
RELEASED 3329-4013
5. A survey, satisfactory to the Company, must be furnished. If said survey should disclose building setback lines, easements, encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in Schedule B of the Owner's Policy and Schedule B, Part 1 of the Loan Policy to be issued.

END OF SCHEDULE B - SECTION I

This Commitment is invalid
unless the insuring provisions and
Schedules A and B are attached.

Commitment No.
File Number: 43120947
Customer Reference: 29244

SCHEDULE B - SECTION II
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following 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. Taxes and assessments for the year and subsequent years.
3. Easements or claims of easements not shown by the Public Records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the premises.
4. Rights of parties in possession other than the record owner.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Oil, gas, and mineral reservations as set forth in Deed recorded in Deed Book 215, Page 526, and Notices of Claim recorded in OR Book 1181, Page 766, OR Book 1186, Page 152 and OR Book 1189, Page 668, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
7. Oil, gas, and mineral reservations as set forth in Deed recorded in Deed Book 250, page 374, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein. ? A/E EXTINGUISHED UNDER MARTA ?
LETTER 9-14-2000
8. Oil, gas and mineral lease in favor of Humble Oil and Refining Company recorded in OR Book 608, Page 138, Public Records of Lee County, Florida. No determination has been made as to the current holder of the oil, gas and mineral lease excepted herein.
9. Covenants, conditions and restriction as set out in Instrument recorded in OR Book 1719, Page 4700, and as modified by Release of Declaration of Restrictions recorded in OR Book 3402, Page 1294, Public Records of Lee County, Florida.
10. Subject property lies within the Powell Creek Drainage MSBU and is subject to future assessments, if any.
11. Final Judgment creating and incorporating the Twin County Water Management District recorded in OR Book 528, Page 497, Public Records of Lee County, Florida.

NOTE: In accordance with Florida Statutes Section 627.4131, please be advised that the Insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Commonwealth Land Title Insurance Company Regional Office, 201 South Orange Avenue, Suite 1350, Orlando, FL 32801 Telephone 407-481-8181.

END OF SCHEDULE B - SECTION II

Lee County Clerk of Courts

[Home](#) | [New Search](#)

Search Results

Page 1

Verified as of 10/17/2002

(Displaying 1-5 of 5 Records)

* Designates From Party Records In Color: Not Verified Record, Replaced Record, Correction Record [Click View to See Document Details](#)

[Click on any Data Element to Filter](#)

Detail	Party Name	Date	Type	Book	Page	Legal Description	File
* View	FORT MYERS LITTLE RANCHES CO	09/06/2002	NC	3721	3588	ST#16-43-24-00-00006.0000	555
* View	FORT MYERS LITTLE RANCHES COMPANY	06/06/1991	FJ	2226	621	CS90-1869CA,PARTIAL	303
* View	FORT MYERS LITTLE RANCHES COMPANY	03/26/1992	FJ	2286	4182	CS90-1869CA,ATTY FEES & COSTS	317
* View	FORT MYERS LITTLE RANCHES COMPANY	09/14/1999	QD	3167	2448	PAR IN 13,14-43S-24E	471
* View	FORT MYERS LITTLE RANCHES COMPANY	09/14/1999	WD	3167	2450	PARCEL IN SEC13-14-43S-24E,ETC	471

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★ Notice of Commencement

Herewith give notice in Section 713.13 Florida Statutes that improvements, described as Demolition

will be commenced within 30 days after recording of this notice upon the real property situated at the following address: 18400 N. TAMiami TRAIL
permit #: _____

Legal description for said property being as follows:
16-43-24-00-00006.0000
18400 N. TAMiami TRAIL

Folio # 16-43-24-00-00006.0000

Owned by: Fort Myers Little Ranches Co.

Owner's Address: 1900 Virginia Ave #501, FORT MYERS FL 33901

Name and Address of fee simple title holder (if other than owner): Fee Simple

The firm making said improvements under direct contract(s) is:
Contractor's name: COMMERCIAL CONSTRUCTION OF SW FLORIDA INC. ✓
Contractor's address: PO Box 50279 FORT MYERS FL 33994

The name and address of the Surety on the payment bond(s), if any, as provided under Section 713.23 Florida Statutes is: _____
and the amount of such bond is: \$ _____
The name and address of the lender is: _____

Copy of Notice to Owner and other documents, as provided in Section 713.13(1)(a)7 and Section 713.13(1)(b) Florida Statutes is also to be sent to _____
as designated by Owner.

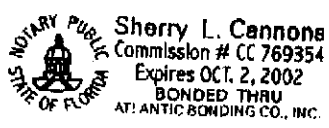
Expiration date of Notice of Commencement: 1 year (1 year from date of recording unless specified differently)

Alan J. Baum General Partner
signature of owner
FT. MYERS Little Ranches Co
printed name of owner at
1900 Virginia Ave #501 Ft. Myers, FL 33901
address

State of Florida, County of Lee

Sworn to and subscribed before me this 6 day of Sept 2002, by ALAN BAUM
who is personally known to me or has produced DL as identification.

Sherry L Cannons
Signature, Notary Public - State of Florida
Sherry L Cannons
Printed, Typed, or Stamped Name of Notary



Prepared By:
Commercial Construction
of SW Florida Inc.
P.O. Box 50279
Fort Myers, FL 33994

(seal)

INSTR # 5557218
OR BK 03721 PG 3508
RECORDED 09/06/2002 12:57:54 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 6.00
DEPUTY CLERK L Parent

SPACE ABOVE FOR RECORDING DATA

Parcel: 194
STRAP: 14-43-24-00-00002.0000, 15-43-24-00-00005.0000, & 16-43-24-00-00006.0000
Project: Conservation Lands Program, Project No. 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 30th day of Oct, 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:

Fort Myers Little Ranches Company, a Florida General Partnership

1900 Virginia Ave., #501-C, Fort Myers, FL 33901

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. See Attached
2. _____
3. _____
4. _____
5. _____
6. _____

The real property to be conveyed to Lee County is known as: _____

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Kathleen Kern
Witness Signature

KATHLEEN KERN

Printed Name

SA
Witness Signature

Steven M Weisberg
Printed Name

Alan J Baum
Signature of Affiant

ALAN J BAUM

Printed Name

Affidavit of Interest in Real Property

Parcel: 194

STRAP: 14-43-24-00-00002.0000, 15-43-24-00-00005.0000, & 16-43-24-00-00006.0000

Project: Conservation Lands Program, Project No. 8800

STATE OF Fla.

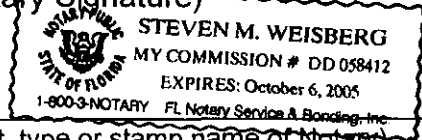
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 31 day of October, 2002 by Steven M Weisberg

(name of person acknowledged)

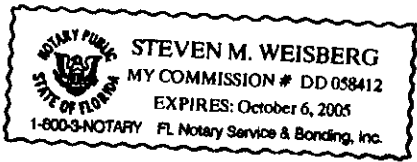
[Handwritten signature]

(Notary Signature)



(Print, type or stamp name of Notary)

(SEAL)



Personally known [checked]
OR Produced Identification
Type of Identification

Client P101

FT. MYERS LITTLE RANCHES COMPANY

69-2322808

03/10/99

08:30 am

PARTNERS' ALLOCATION PERCENTAGES

Partner Number	Partner Name	Partner Identification Number	Partner Percentage of Profit Sharing	Partner Percentage of Loss Sharing	Partner Percentage of Ownership of Capital
1	ALAN BAUM	266-44-5939	29.250000	29.250000	29.250000
2	ALAN BAUM	266-44-5939	0.500000	0.500000	0.500000
3	FRED BAUM, TRUSTEE	13-6910938	4.105000	4.105000	4.105000
4	FRED BAUM	047-10-5675	16.600000	16.600000	16.600000
5	STUART POLEY	264-39-4268	0.500000	0.500000	0.500000
6	H SCOTT POLEY	264-39-4278	0.500000	0.500000	0.500000
7	ROBIN L COOPER BAUM	261-15-9554	0.500000	0.500000	0.500000
8	SHERI SMOLSKY BAUM WYMAN	264-23-6526	0.500000	0.500000	0.500000
9	SHARON MORGART	261-15-9555	0.500000	0.500000	0.500000
10	ANDY MARDER BAUM ALTMAN	266-08-6008	0.500000	0.500000	0.500000
11	DIZ KOPSKY	264-02-8704	0.500000	0.500000	0.500000
12	HAROLD A LAGG	380-18-6612	12.500000	12.500000	12.500000
13	LISA SILVERSTEIN IN SIGNATURES	264-39-4262	0.500000	0.500000	0.500000
14	BARBARA BAUM	266-86-7247	14.370000	14.370000	14.370000
15	ILYSE ANDREWS Chang	590-34-7851	0.274000	0.274000	0.274000
16	CHRISTIE ANDREWS	590-34-7870	0.274000	0.274000	0.274000
17	ALLISON BURKHARD HAN	590-32-4506	0.274000	0.274000	0.274000
18	MELLISSA MURKARD HINTZKE	590-32-4649	0.274000	0.274000	0.274000
19	SAYCHELLE SHOWSKY	589 50 3041	0.274000	0.274000	0.274000
20	MISTY BUSCH	591-10-9108	0.274000	0.274000	0.274000
21	BRITTANY BUSCH	593-16-1482	0.274000	0.274000	0.274000
22	DEVIRE KOPSKY	646-44-6435	0.274000	0.274000	0.274000
23	SHERI SMOLSKY BAUM WYMAN	264-23-6526	1.094000	1.094000	1.094000
24	ANDY MARDER BAUM ALTMAN	266-08-6008	1.094000	1.094000	1.094000
25	BARBARA BAUM	266-86-7247	8.900000	8.900000	8.900000
26	LIE KOPSKY	264-02-8704	1.094000	1.094000	1.094000
27	MARTHA HERSEY	043-38-9413	0.890000	0.890000	0.890000
28	NORA GLASS	043-38-9414	0.890000	0.890000	0.890000
29	FRED BAUM, TRUSTEE	65-6095194	2.500000	2.500000	2.500000
		Total	99.979000	99.979000	99.979000

Alan J. Baum
1900 Virginia Avenue #501
Ft. Myers, FL 33901

Robin Baum ~~SEARCH~~
7702 Woodland Bend Circle
Ft. Myers, FL 33912

Sharon Baum Norgart
858 Ridge Drive
Naples, FL 34108

Barbara Baum
209 Dunwoody Drive
Hollywood, FL 33021

Liz Kofsky
4141 N. 35th Avenue
Hollywood, FL 33021

Andrea ~~Mander~~ BAUM ALTMAN
c/o Barbara Baum
209 Dunwoody Drive
Hollywood, FL 33021

Sherri ~~Shomsky~~ BAUM WYMAN
c/o Barbara Baum
209 Dunwoody Drive
Hollywood, FL 33021

ALLISON BURKHARD HALL
MELLISSA BURKHARD Hintake
SAYCHELLE SHOMSKY
c/o Sherri ~~Shomsky~~ Baum WYMAN

Scott Poley
5280 Denise Drive
Kettering, Ohio 45429

ILYSE ANDREWS Chang
CHRISTIE ANDREWS
c/o Andrea ~~Mander~~ BAUM ALTMAN
c/o Barbara Baum
209 Dunwoody Drive
Hollywood, FL 33021

Fred Baum
931 N. 16th Court
Hollywood, FL 33020

NATHAN BAUM TRUST
Fred Baum, Trustee
931 N. 16th Court
Hollywood, FL 33020

DORA BAUM TRUST
Fred Baum, Trustee
931 N. 16th Court
Hollywood, FL 33020

Nora Glass
4200 E. 9th Avenue
Box C-283
Denver, CO 80262

Martha Hershey
104 Parsons Drive
West Hartford, CT 06117

Harold Lagg
2615 MacGregor Blvd.
Ft. Myers, FL 33901

Lisa Silverstein Insignaves
c/o Donna Baum Horowitz
6513 Raquet Club Drive
Lauderhill, FL

Stuart Poley
c/o Donna Baum Horowitz
6513 Raquet Club Drive
Lauderhill, FL

MISTY BUSCH
BRITTANY BUSCH
c/o LIZ KOFSKY
4141 N. 35th Ave.
Hollywood, FL 33021

EXHIBIT A
Legal Description

All that certain parcel of land lying and being in Lee County, Florida, more particularly described as follows:

Beginning at the intersection of the Easterly line of State Road No. 45 with the East and West center line of Section 16, Township 43 South, Range 24 East; thence run East along the center line of said Section 16 and the center line of Sections 15 and 14, said Township and Range, a distance of 6,468.4 feet to a point 202 feet East of the West line of said Section 14; thence run North on a line parallel to and 202 feet East of the West line of said Section 14, a distance of 2,674 feet to the North line of said Section 14; thence run East along said North line of said Section 14 a distance of 1,597.8 feet to the West right-of-way line of Seaboard Air Line Railway; thence run South $13^{\circ}16'$ East along West right-of-way line of said Railroad, a distance of 730.8 feet; thence run South $61^{\circ}44'$ West a distance of 258.8 feet; thence run South $13^{\circ}16'$ East and parallel with the West right-of-way line of said Railroad a distance of 2000 feet; thence run North $61^{\circ}44'$ East a distance of 258.8 feet to West line of said right-of-way of said Seaboard Air Line Railway; thence run South $13^{\circ}16'$ East along said West right-of-way line of said Railroad a distance of 1325 feet more or less, to a point which is 1335 feet (as measured along said right-of-way line) from the South line of said Section 14; thence run West to a point 202 feet of the West line of said Southeast Quarter (SE $\frac{1}{4}$) of Section 15; thence run North on a line parallel to and 202 feet East of West line of said Southeast Quarter (SE $\frac{1}{4}$) of said Section 15, a distance of 453 feet, more or less, to a point 885 feet South of East and West center line of said Section 15; thence run West a distance of 3,429 feet, more or less, to the Easterly right-of-way line of State Road No. 45; thence run Northerly along the Easterly right-of-way line of said State Road 45 a distance of 968.9 feet, more or less, to a Point of Beginning.

Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA
State Certified General Appraiser #0000667
ccarl1@hotmail.com

J. Lee Norris, MAI, SRA
State Certified General Appraiser #0000643
leenor56@hotmail.com

May 10, 2002

Department of Public Works
Division of County Lands
Lee County, Florida
P. O. Box 398
Ft. Myers, Florida 33902-0398
Attn: Mr. Robert G. Clemens
Acquisition Program Manager

Re: 327.71 Acres Vacant Land
Strap Numbers: 14-43-24-00-00002.0000
15-43-24-00-00005.0000
16-43-24-00-00006.0000
Conservation Land Program, Parcel 194
Project Number: 8800
North Fort Myers, Florida 33917

Dear Mr. Clemens:

In accordance with your request, we have made an inspection of the above referenced property. The site consists of a rectangularly shaped parcel containing a total of some 327.71 acres of land area, more or less located within three sections in the unincorporated area of North Fort Myers, Florida. The property is adjacent to the southerly side of the Pine Shadows Airpark and extends in a easterly direction from U.S. 41 for some two miles. The site is currently in a vacant unimproved state except for an older single family residence located along the westerly property line of the site.

This analysis considers only the value of the real estate and takes into consideration no value for equipment or personal property. As per your request this is a **Summary Appraisal Report** which represents only summary discussions for the data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value.

This analysis has utilized the most current market value definition which is contained within the attached appraisal. The property was last physically inspected on May 10, 2002.

For the purposes of the valuation of the subject property, we have been asked to value the site as it existed as of the last date of a physical inspection of the same.

Based on market conditions existing as of the effective date of appraisal, and in consideration of the property as it existed on this date, it is our opinion the subject site warranted a market value in fee simple ownership as of May 10, 2002 of:

SIX MILLION TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$6,225,000.00).

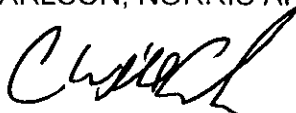
Mr. Robert Clemens
May 10, 2002
Page 2

The attached appraisal report is a **Summary Appraisal Report** which is intended to comply with reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal. The analyst was engaged by the Lee County Department of Public Works/County Lands to perform an analysis of the subject property and estimate its market value. A copy of the supplemental task authorization is contained within the addenda to this report.

Should you have any questions regarding this or any other matter, please do not hesitate to call upon us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



C. William Carlson, MAT, SRA
State Certified General Appraiser #0000667

CWC/lkm

ACCREDITED APPRAISERS, INC.

Mail: Isles Professional Center, 1601 West Marion Ave, Suite 203
Punta Gorda, FL 33950
PH: 941-637-5890 FAX: 941-575-8657
e-Mail: accapps@bigfoot.com

July 8, 2002

RE: CONSERVATION LAND PROGRAM
PROJECT: NUMBER 8800
PARCEL: 194
CLIENT: LEE COUNTY
OUR FILE NUMBER: 2002-051

Robert G. Clemens
Acquisition Program Manager
Dept. of Public Works
Division of County Lands
Lee County, Florida
Post Office Box 398
Ft. Myers, FL 33902-0398

Dear Mr. Clemens:

As you requested, we have made an inspection and a detailed analysis of the above referenced property. The property is legally described in the attached appraisal report.

The purpose of this appraisal is to estimate the market value of the subject property, in fee simple ownership, to be used by the county for negotiation with the owner. Our conclusion is sensitive to the permissible uses to which the subject is bound, as well as the attributes it is perceived to possess.

In the report, we conclude that, after consideration of all the available facts and data, it is our opinion that the market value of the entire subject property, in fee simple ownership in terms of cash and under market conditions existing as of June 26, 2002 was:

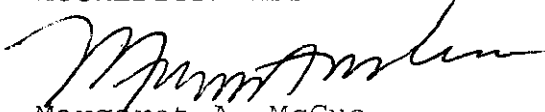
FIVE MILLION FIVE HUNDRED THOUSAND US\$.....(\$5,500,000.)

It should be noted that this is only the letter of transmittal. The fully documented appraisal report attached with this letter contains the qualifying analysis, support, and documentation. All analyses and conclusions are explained in detail in the report. Our conclusion is subject to specific Assumptions and Limiting Conditions included in Part I - Introduction.

If any points in the appraisal report need clarification, please do not hesitate to contact us.

Respectfully submitted,

ACCREDITED APPRAISERS, INC.



Margaret A. McCue
State-Certified General Appraiser
Certificate RZ #0000801

5-Year Sales History

Parcel No. 194

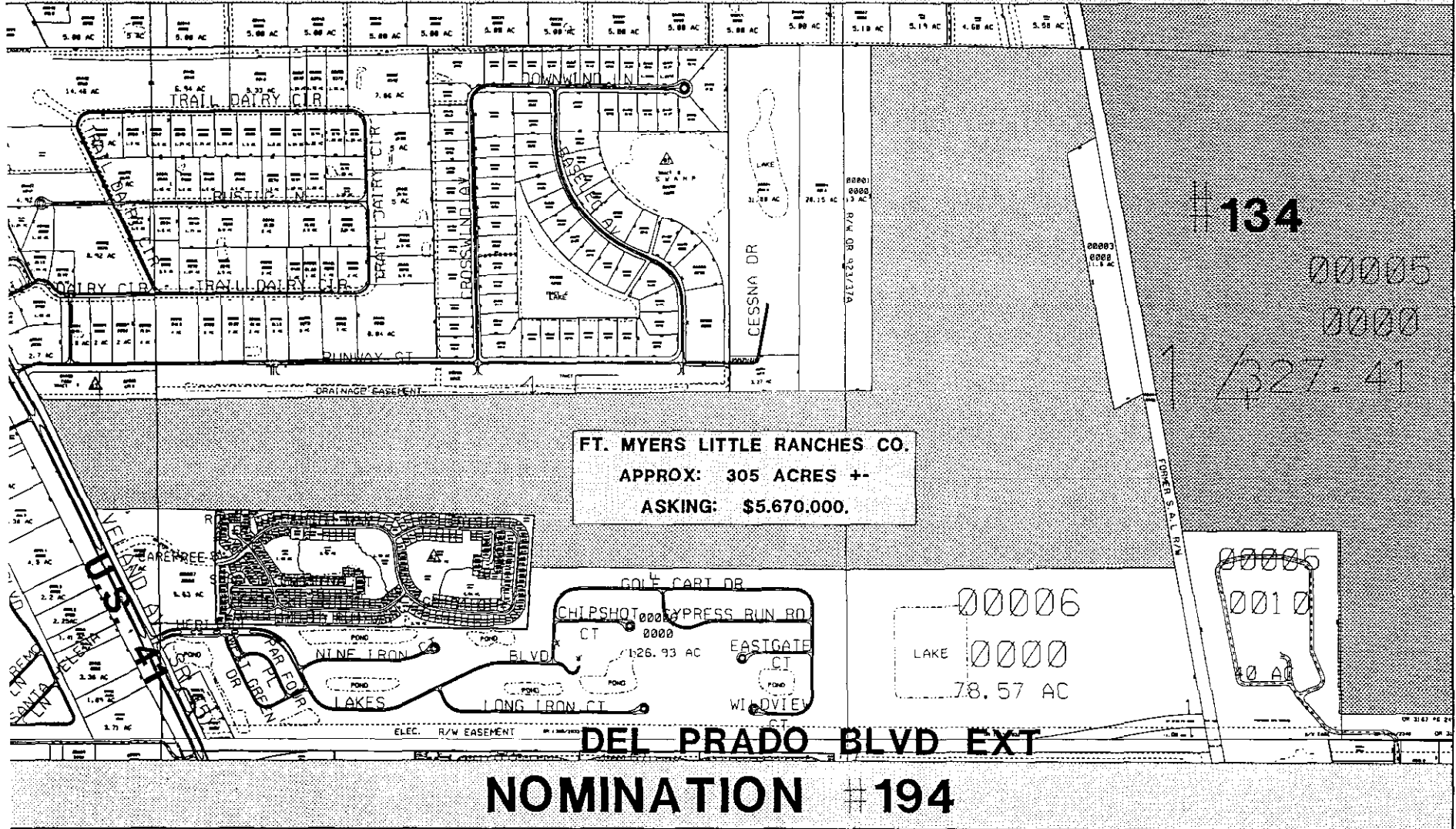
Conservation 2020 Land Program

Project No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS

CONSERVATION 2020 PROGRAM



FT. MYERS LITTLE RANCHES CO.
APPROX: 305 ACRES +/-
ASKING: \$5,670,000.

#134
00005
0000
\$27.41

00006
LAKE 0000
78.57 AC

00005
0010
0 AC

DEL PRADO BLVD EXT
NOMINATION #194

SECONDARY REVIEW
NOMINATION #194

CRITERIA		SCORE	COMMENTS
A. SIZE AND CONTIGUITY			
1. Size of Property			
a.	≥ 500 acres	6	
b.	400 to < 500 acres	5	
c.	300 to < 400 acres	4	305 Acres (according to County tax records)
d.	200 to < 300 acres	3	
e.	100 to < 200 acres	2	
f.	50 to < 100 acres	1	
g.	< 50 acres	0	
2. Contiguous to:			
a.	Coastal waters and other sovereignty submerged lands	4	
b.	Existing preserve area, c.e., wma or refuge	4	Not directly contiguous to Prairie Pines Preserve (134). Parcels are separated by a railway berm, 2 canals, and a 12-acre parcel.
c.	Preserve areas officially proposed for acquisition	2	Lee County is pursuing the acquisition of the railway easement for water, sewer, and surface water management utilities uses. The 12-acre parcel is also being pursued, but its acquisition is not essential.
B. HABITAT FOR PLANTS AND ANIMALS			
1. Native Plant Cover			
a.	≥ 75 % of the property has native plant cover	8	
b.	50% to < 75% has native plant cover	4	Melaleuca infestation is patchy and scattered throughout the property.
c.	25% to < 50% has native plant cover	2	
d.	< 25% has native plant cover	0	
2. Significant for wide-ranging species			
	Panther Habitat, wetlands, ponds, grass lands, etc.	2	At least 6 herbaceous wetlands onsite provide habitat for wading birds. Migratory species such as tree swallows, palm warblers, and house wren were sighted in field review.
3. Rare and Unique Uplands			
a.	Scrub, hammock, old growth pine	2	Some oak scrub present.
b.	Mature, second growth pine flatwood	1	Mature second growth pines
4. Diversity			
a.	5 or more FLUCCS native plant community categories	2	
b.	3 or 4 FLUCCS native plant community categories	1	Herbaceous wetlands, pine flatwoods, oak scrub

**SECONDARY REVIEW
NOMINATION #194**

C. SIGNIFICANCE FOR WATER RESOURCES			COMMENTS
1. Serves or can serve as flow-way			
	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	4	
a.			
	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	3	
b.			
	Same as b., smaller watershed, not as defined, disconnected	2	2
c.			Wetland and ditch conveyances on site, disconnected by railroad grade
d.	Site conveys runoff, minimal area	1	
e.	Site provides no conveyance of surface water	0	
f.	Add 2 points if conveyance is natural (not man-made)	+2	1
			Part natural conveyance
2. Strategic to Flood Management			
	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	4	
a.			
	Same as a., portion of floodway (one side) or within floodplain	3	
b.			
	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2	2
c.			Currently serves as outfall and flood protection for nearby area
d.	Small watershed, minimal flooding	1	
e.	No significant flood issues	0	
3. Protect a water supply source.			
	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamiari Aquifer and also within area of current or proposed wellfield development	2	
a.			
	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1	
b.			
	No recharge or potential water supply opportunities	0	0
c.			No significant water supply potential
4. Offset Damage to or Enhance Water Quality.			
	Presence of wetland, retention, or lake that is currently providing water quality benefits	2	
a.			
	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1	1
b.			May provide water quality benefits to nearby conveyance through site alterations
c.	No existing or potential water quality benefits	0	

**SECONDARY REVIEW
NOMINATION #194**

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE					COMMENTS
1. Good Access for Public Use and Land Management					
		Parcel can be accessed from a freeway, expressway, arterial street, or major collector	3	3	Access is via U.S. 41 for public use. Management staff can access property from the east along the railroad r.o.w. after Lee County acquires it. A foot bridge will be needed to cross the two canals for public use to link the two preserves.
		Parcel can be accessed from a minor collector or local street	2		
		Parcel can be accessed from a privately-maintained road that is dedicated for public use	1		
		have physical or legal access	0		
2. Recreation/Eco-Tourism Potential					
		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	0-2	2	The size of the property could allow for extensive hiking trails and possibly equestrian trails. Good environmental education potential. Two fairly large wetlands provide scenic value to the property.
3. Land Manageability					
		75% or greater of the perimeter of site is surrounded by low impact land uses	3		
		50%-75% of the perimeter of site is surrounded by low impact land uses	2		
		25%-50% of the perimeter of site is surrounded by low impact land uses	1		
		Less than 25% of the perimeter of the site is surrounded by low impact land uses	0	0	Bordered on north and south by suburban density mobile home, single family residential developments. Eastern boundary contiguous to a preserve area.
4. Development Status (Maximum 4 points)					
	a.	The Parcel is Approved for Development or is Exempt from Clearing Regulations	4	4	Agricultural exemption. Master concept plan is vacated.
	b.	The Parcel is Zoned for Intensive Use	2		MHPD-005190, with conditions. Requires approval of a new master concept plan.
	c.	Future Land Use Map: Intensive Land Use Category	1		Suburban and Wetlands
TOTAL POINTS				28	
COMMENTS: Attributes as a preserve include its large size, contiguity to the Prairie Pines Preserve, and high environmental quality. Accessibility to the public is high due to good access and proximity to urban areas. This proximity increases the potential for use, but also increases management challenges such as illegal dumping and off-road vehicular use. There is a house and assorted out buildings on property that should be removed prior to acquisition.					
RECOMMENDATION: Pursue for acquisition subject to removal of all buildings, vehicles, and other debris.					

NEWS-PRESS

Published every morning - Daily and Sunday
Fort Myers, Florida
Affidavit of Publication

RECEIVED
PUBLIC RESOURCES
2002 OCT 28 PM 2:52

STATE OF FLORIDA
COUNTY OF LEE

Before the undersigned authority, personally appeared **Brenda Leighton** who on oath says that he/she is the **Legal Coordinator** 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 **Public Hearing on 11/26/02** in the Court was published in said newspaper in the issues of **October 25, 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.

Brenda Leighton

Sworn to and subscribed before me this

25th day of October, 2002 by

Brenda Leighton
personally known to me or who has produced

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

Notary Public *Janet E Cobb*
Print Name _____

My commission Expires:



Janet E. Cobb
MY COMMISSION # CC980442 EXPIRES
November 19, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

LEE COUNTY
SOUTHWEST FLORIDA
NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN that on the 26th day of November, 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 ~~...~~ Conservation 2020 Land Acquisition Program identified by being all of Strap Number 14-43-24-00-00002.0000, 15-43-24-00-00005.0000 & 16-43-24-00-00006.0000. The seller is Fort Myers Little Ranches Company, a Florida General Partnership.
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.D102502-24
BOARD OF LEE COUNTY COMMISSIONERS