

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

**DATE CRITICAL
Blue Sheet No. 20021435**

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of Parcel 202, in Section 17, Township 43 South, Range 23 East, located at 4325 Burnt Store Road N in North Fort Myers, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$72,500.00, 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. 20020909 for Conservation 2020 Program.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 4 **ALA**

3. MEETING DATE: 01-07-2003

4. AGENDA:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
 TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE
 ORDINANCE 96-12
 ADMIN. CODE
 OTHER
Blue Sheet 20020909

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 202, further identified as STRAP No. 17-43-23-00-00001.0060. This 14.5 acre parcel is zoned AG-2 and is located in the SE quadrant of Durden Parkway and Burnt Store Rd. N and adjacent to existing Conservation 2020 Lands Parcel 102.

The owners of Parcel 202, Jeffrey L. Marlow, as Trustee of the Jeffrey L. Marlow Revocable Trust, Dated June 17, 1998 and Jeanne R. Marlow, as Trustee of the Jeanne R. Marlow Revocable Trust Dated June 18, 1998, have agreed to sell this property for \$72,500.00, 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 \$8,500.00. The Sellers, at their expense, are to pay documentary stamps, title insurance fees, real estate broker and attorney fees, if any.

A copy of appraisal dated October 31, 2002, performed by William E. Stewart Jr., MAI is attached.

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

Funds are available in Account No. 20880030103.506110

- 20 - Capital Projects
- 8800 - Conservation 2020
- 301 - Capital Improvements
- 03 - Conservation 2020
- 506110 - Land and Court Registry

ATTACHMENTS

- Purchase Agreement
- Title Commitment
- Public Records Name Search
- Two Affidavit of Interests
- Appraisal Cover Letter
- Sales History
- Property Appraiser Map

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resource s	D Other	E County Attorney	F Budget Services			G County Manager	
<i>K. Forsyth</i>			<i>PAO 12/16</i>	<i>John Forsyth 12-16-02</i>	<i>GA 12-17-02</i>	<i>ADM 12/18/02</i>	<i>Risk 12/18/02</i>	<i>GC 12/18/02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
Date: 12/16/02
Time: 4:03 PM
Forwarded To:
Co. ADM.
12/17/02 9 AM

RECEIVED BY
COUNTY ADMINISTR. CLW
12/17/02
10:30 AM
12/19 830

STAFF REVIEW

11-5-02
Date

RECEIVED
NOV 04 2002

COMPLETE APPRAISAL - SUMMARY REPORT COUNTY LANDS

To develop the opinion of value, the appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice. This means that no departures from Standard 1 were invoked.

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.

CLIENT:

Lee County, Southwest Florida
Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902
Attn: Michael O'Hare, Property Acquisition Agent

APPRAISERS:

William E. Stewart, Jr., MAI
STEWART & COMPANY
1919 Courtney Drive, Suite 9
Fort Myers, Florida 33901

SUBJECT:

A 14.5 acre vacant site, Burnt Store Road, Lee County,
Florida.

LEGAL DESCRIPTION:

The North one-half of the North one-half of the North one-half of the Northwest quarter of Section 17, Township 43 South, Range 23 East, Lee County, Florida, Less the Westerly 132 feet for right-of-way for Burnt Store Road (S.R. No. 765) and less the South 155 feet of the West 1280 feet of the above-described parcel; a parcel of approximately 15 acres more or less

Being the same parcel as recorded in O.R. Book 2958 beginning at Page 2750 of the Public Records of Lee County, Florida, and being also known as Parcel No. 17/43/23/00/00001/0060

Subject to taxes for the current year, restrictions, easements of record and outstanding mortgages which Grantee(s) assume(s) and agree(s) to pay.

INTEREST VALUED: Fee Simple


EFFECTIVE DATE OF VALUE: October 31, 2002

DATE OF INSPECTION: October 31, 2002

DATE OF REPORT: October 31, 2002

MARKET VALUE ESTIMATE: \$98,600

STEWART & COMPANY


William E. Stewart, Jr., MAI

State-Certified General Appraiser 0000233

EXECUTIVE SUMMARY

PROJECT #: 8800

PARCEL #: 202

OWNER OF RECORD: The subject property is currently in the name of Jeffery L. Marlow, Trustee and Jeanne R. Marlow, Trustee, as tenants in common for the Jeffery L. Marlow Trust and for the Jeanne R. Marlow Trust, according to the 2002 Lee County, Florida tax roll.

STRAP: 17-43-23-00-00001.0060

LOCATION: The subject property is located on the east side of Burnt Store Road, just east of its intersection with Durden Parkway. The physical address as shown on the Lee County tax roll is 4325 Burnt Store Road North, Cape Coral, Florida 33993.

LAND AREA: The subject property contains a total land area of 14.5 acres according to the best available map.

IMPROVEMENTS: None

ZONING/LAND USE: The property is currently zoned AG-2 (Agricultural) under the zoning ordinances of Lee County. Approximately 81.98% of the property is designated "Open Lands" and approximately 18.02% of the property is designated "Wetlands" under the Lee County Future Land Use Plan.

HIGHEST AND BEST USE: Speculation

ESTIMATE OF VALUE -
COST APPROACH: N/A

ESTIMATE OF VALUE -
INCOME APPROACH: N/A

ESTIMATE OF VALUE -
SALES COMPARISON APPROACH: \$98,600

FINAL VALUE ESTIMATE: \$98,600

PER UNIT VALUE: \$6,800 Per Acre

INTEREST APPRAISED: Fee Simple

DATE OF VALUATION: October 31, 2002

APPRAISERS: STEWART & COMPANY
William E. Stewart, Jr., MAI

SPECIAL ASSUMPTIONS: None

This document prepared by
Lee County
County Lands Division
Project: Conservation Lands Program, Project 8800
Parcel: 202
STRAP No.:17-43-23-00-00001.0060

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 6 day of November, 2002 by and between JEFFREY L. MARLOW, TRUSTEE OF THE JEFFREY L. MARLOW REVOCABLE TRUST, DATED ~~JUNE 17, 1998 and JEANNE R. MARLOW, AS TRUSTEE OF THE JEANNE R. MARLOW REVOCABLE TRUST DATED JUNE 18, 1998~~, equally as tenants in common, hereinafter referred to as SELLER, whose address is 1346 NW Parkridge Lane, Portland, Oregon 97229, 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 14.5 acres more or less, and located at 4325 Burnt Store Road, N, Florida 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 **Seventy Two Thousand Five Hundred Dollars (\$72,500.00)**, payable at closing by County Warrant.

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

3. **EVIDENCE OF TITLE:** SELLER will provide at SELLER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of "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 and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 3 of 6

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) Environmental Audit, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make such corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** At least 15 days prior to closing, BUYER will 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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 4 of 6

condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities which have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity which could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of any release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
Page 5 of 6

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 60 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.

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

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:

JEFFREY L. MARLOW, TRUSTEE OF THE
JEFFREY L. MARLOW REVOCABLE
TRUST, DATED JUNE 17, 1998;
equally as tenants in common

Greg Bennett
Jennifer C. [Signature]

Jeffrey Marlow, 11-6-02
(DATE)

WITNESSES:

JEANNE R. MARLOW, AS TRUSTEE OF
THE JEANNE R. MARLOW REVOCABLE
TRUST DATED JUNE 18, 1998;
equally as tenants in common

Greg Bennett
Jennifer C. [Signature]

Jeanne R. Marlow, 11/6/02
(DATE)

CHARLIE GREEN, CLERK

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

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

EXHIBIT "A"

The North one-half of the North one-half of the North one-half of the Northwest quarter of Section 17, Township 43 South, Range 23 East, Lee County, Florida, less the Westerly 132 feet for right-of-way for Burnt Store Road (S.R. No. 765) and less the South 155 feet of the West 1280 feet of the above described parcel.

SPECIAL CONDITIONS

1. The purchase price of \$72,500.00 is based upon a stated acreage by SELLER of 14.5 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 14 acres the purchase price will be adjusted downwards accordingly at \$5,000.00 per acre.

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 July 23, 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 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 abandonment of any septic tank in accordance with governmental regulations and removal of any waste piles, to include abandoned vehicles, household waste, farm machinery and equipment, or household appliances.

5. All terms set forth in Item(s) N/A of the Special Conditions will survive the closing of this transaction.

6. SELLER will terminate any and all leases, licenses, and rental agreements.

7. SELLER to remove any and all encroachments and relocate any fencing in the encroachment area to the surveyed lines pursuant to the survey referred to in Paragraph 9.

WITNESSES:

JEFFREY L. MARLOW, TRUSTEE OF
THE JEFFREY L. MARLOW REVOCABLE
TRUST, DATED JUNE 17, 1998;
equally as tenants in common

[Handwritten signature]

[Handwritten signature]

[Handwritten signature] 11/6/02

(DATE)

JEANNE R. MARLOW, AS TRUSTEE OF
THE JEANNE R. MARLOW REVOCABLE
TRUST DATED JUNE 18, 1998;
equally as tenants in common

[Handwritten signature]

[Handwritten signature]

[Handwritten signature] 11/6/02

(DATE)

SPECIAL CONDITIONS Continued

BUYER:

CHARLIE GREEN, CLERK

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: 202
STRAP: 17-43-23-00-00001.0060
Project: Conservation 2020 Program, Project No. 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ___ day of ___
___, 20___ 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:

Jeanne R. Marlow, Trustee
1346 NW Park Ridge Lane, Portland, OR 97229

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. Jeanne R. Marlow, Trustee, 1346 NW Park Ridge Lane, Portland, OR 97229
- 2. Jeffrey L. Marlow, Trustee, 1346 NW Park Ridge Lane, Portland, OR 97229
- 3. _____
- 4. _____
- 5. _____
- 6. _____

The real property to be conveyed to Lee County is known as: See Exhibit "A" attached

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered

in our presences:

Samantha Alexander
Witness Signature

Samantha Alexander
Printed Name

Jeanne R Marlow
Signature of Affiant

Jeanne R Marlow
Printed Name

Tyler Harsett
Witness Signature

TYLER HARSETT
Printed Name

Affidavit of Interest in Real Property

Parcel: 202

STRAP: 17-43-23-00-00001.0060

Project: Conservation 2020 Program, Project No. 8800

STATE OF Oregon

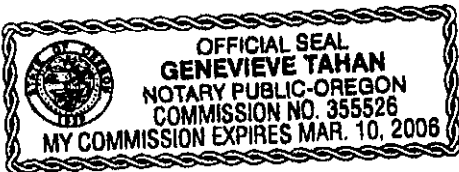
COUNTY OF Washington

SWORN TO AND SUBSCRIBED before me this 20th day of November, 2002 by Jeanne R Marlow
(name of person acknowledged)

(SEAL)

Genevieve Tahan
(Notary Signature)

Genevieve Tahan
(Print, type or stamp name of Notary)



Personally known _____
OR Produced Identification Produced Identification
Type of Identification ODL

EXHIBIT "A"

The North one-half of the North one-half of the North one-half of the Northwest quarter of Section 17, Township 43 South, Range 23 East, Lee County, Florida, less the Westerly 132 feet for right-of-way for Burnt Store Road (S.R. No. 765) and less the South 155 feet of the West 1280 feet of the above described parcel.

Parcel: 202
STRAP: 17-43-23-00-00001.0060
Project: Conservation 2020 Program, Project No. 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ___ day of ___, 20___ 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:

Jeffrey L. Marlow, Trustee
1346 NW Park Ridge Lane, Portland, OR 97229

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. Jeanne R. Marlow, Trustee, 1346 NW Park Ridge Lane, Portland, OR 97229
- 2. Jeffrey L. Marlow, Trustee, 1346 NW Park Ridge Lane, Portland, OR 97229
- 3. _____
- 4. _____
- 5. _____
- 6. _____

The real property to be conveyed to Lee County is known as: See Exhibit "A" attached

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Samantha Alexander

Witness Signature

Samantha Alexander

Printed Name

Erin Riley

Witness Signature

Erin Riley

Printed Name

Jeffrey L. Marlow

Signature of Affiant

Jeffrey L. Marlow

Printed Name

Affidavit of Interest in Real Property
Parcel: 202
STRAP: 17-43-23-00-00001.0060
Project: Conservation 2020 Program, Project No. 8800

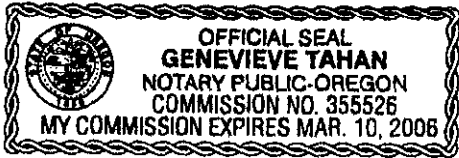
STATE OF Oregon
COUNTY OF Washington

SWORN TO AND SUBSCRIBED before me this 20th day of November, 2002 by Jeffery L Marlow
(name of person acknowledged)

Genevieve Tahan
(Notary Signature)

(SEAL)

Genevieve Tahan
(Print, type or stamp name of Notary)



Personally known _____
OR Produced Identification Produced Identification.
Type of Identification ODL

EXHIBIT "A"

The North one-half of the North one-half of the North one-half of the Northwest quarter of Section 17, Township 43 South, Range 23 East, Lee County, Florida, less the Westerly 132 feet for right-of-way for Burnt Store Road (S.R. No. 765) and less the South 155 feet of the West 1280 feet of the above described parcel.

**FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE**

SCHEDULE A

Commitment No. #: **297070CC** Commitment Date: **JULY 8, 2002** File No: **297070CC**
Underwriter File No. **1021-38588** at **8:00 A.M.**

1. Policy or Policies to be issued:
ALTA LOAN POLICY(10-17-92)(with Florida Modifications) Policy Amount: **\$**
Proposed Insured:

ALTA OWNER'S POLICY(10-17-92)(with Florida Modifications) Policy Amount: **\$0**
Proposed Insured:

LEE COUNTY, a Political Subdivision, of the State of Florida

2. A Fee Simple interest in the land described in this Commitment is owned at the Commitment Date, by:
**JEFFREY L. MARLOW, TRUSTEE OF THE JEFFREY L. MARLOW REVOCABLE TRUST,
DATED
JUNE 17, 1998 and JEANNE R. MARLOW, AS TRUSTEE OF THE JEANNE R. MARLOW
REVOCABLE TRUST DATED JUNE 18, 1998, equally as tenants in common**

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

The North one-half of the North one-half of the North one-half of the Northwest quarter of Section 17, Township 43 South, Range 23 East, Lee County, Florida, less the Westerly 132 feet for right-of-way for Burnt Store Road (S.R. No. 765) and less the South 155 feet of the West 1280 feet of the above described parcel.

**LOUIS F. SISSON, III, P.A.
6315-E Presidential Court
Fort Myers, FL 33919
(239) 482-3521**

By: 

Authorized Signatory

SCHEDULE A
FIRST AMERICAN TITLE INSURANCE COMPANY
Commitment Form

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any rider pages incorporated by reference in the insert pages.

SCHEDULE A CONTINUED

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

SCHEDULE B-SECTION 1

Commitment No. 297070CC

File No. #: 297070CC

The following are the requirements to be complied with:

Item a) Pay and/or disburse the agreed amount for the interest in the land to be insured and/or according to the mortgage to be insured.

Item b) Pay us the premiums, fees and charges for the policy.

Item c) Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

Item d) The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

1. Deed form Jeffrey L. Marlow, Trustee of the Jeffrey L. Marlow Revocable Trust dated June 17, 1998, and Jeanne R. Marlow, Trustee of the Jeanne R. Marlow Revocable Trust dated June 17, 1998, as Trustee and Individually joined by spouse if married, to Lee County, a Political Subdivision of the State of Florida.

IF HOMESTEAD PROPERTY: The above document must either (i) reflect the marital status of the Trustee as "a single person" or (ii) spouse must join in the execution thereof. **IF NON-HOMESTEAD PROPERTY:** The above document must either (i) reflect the marital status of the Trustee as "a single Person" or (ii) contain substantially the following language: "Neither the grantor nor grantor's spouse or any other family member resides on the property described herein or adjacent thereto and does not therefore constitute homestead property."

2. Copy of the Jeffrey L. Marlow Revocable Trust dated June 17, 1998, and the Jeanne R. Marlow Revocable Trust Agreement dated June 18, 1998, and any amendments thereto. The Company reserves the right to make additional requirements after review of said Trust.

3. Record Affidavit satisfactory to Company executed by the Trustee of the Jeffrey L. Marlow Revocable Trust dated June 17, 1998 and the Jeanne R. Marlow Revocable Trust Agreement dated June 18, 1998, establishing that: (i) the Trust is in full force and effect and affiant is the duly qualified and acting Trustee thereunder; (ii) Trustee has full power and authority to execute and deliver the instruments required by this commitment; (iii) the attached Trust and amendments thereto (or pertinent pages thereof as determined by Company) are true copies of the originals thereof and, if only the pertinent pages of the Trust are attached, the remaining provisions of the Trust and amendments thereto, if any, do not conflict with the terms and provisions set forth in the attached pertinent pages.

4. Written evidence, from the appropriate governmental authorities, that City and County Real Estate Taxes, Special Assessment Liens, Water and Sewer and Trash Removal Charges, if any have been paid.

NOTE: Items 1 through 5 of Schedule B-II of this commitment will be deleted upon compliance with gap coverage procedures and requirements to obtain survey, owner's possession and lien affidavit and proof of payment of all recorded and unrecorded taxes and special assessments. The Company reserves the right to add additional requirements to the commitment or exceptions to the policy of title insurance based upon the information disclosed in any title update, owner's affidavit and/or any survey of the insured property which is submitted to the Company or its issuing agent at or prior to closing.

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

SCHEDULE B-SECTION 2

Commitment No. 297070CC

File No. #: 297070CC

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. Any rights, interest or claims of parties in possession of the land not shown by the public records.
3. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
4. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
8. Taxes and assessments for the year 2002 and subsequent years.

NOTE: 2001 ad valorem taxes show ARREARS in the gross amount of \$1,230.91 for tax identification number 17-43-23-00-00001.0060.

9. Warranty Deed from Ernest R. Brauner to Lee County for right-of-way purposes dated November 23, 1957 and recorded in Deed Book 288, Page 432 of the Public Records of Lee County, Florida.

10. Borrow Pit Easement from E.R. Brauner to the State of Florida recorded in Deed Book 289, Page 179, of the Public Records of Lee County, Florida. *36 MOS FROM DATE = NOV 12 + P 8-18-58*

11. Reservations contained in Deed from the Trustees of the Internal Improvement Fund of the State of Florida to B.M. Wade, as recorded in Deed Book 162, Page 340, of the Public Records of Lee County, Florida.

12. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein. (Owner's Policy only.)

13. This Policy does not insure title to the beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Schedule A.

CONSERVATION 2020 PROGRAM

TITLE

#102
ACQUIRED

#75
ACQUIRED

CARL BOUNDARY

17-43-23-00-00001.0060
JEFFREY L. MARLOW, TR. &
JEANNE R. MARLOW, TR. T/C
14.5 AC +- ASKING: \$145,000.

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01 30

BURNT STORE RD N (SR 765)

BURNT STORE RD

NOMINATION #202

NOTICE OF PUBLIC HEARING

N.P.
12-6-02

NOTICE IS HEREBY GIVEN that on the 7th day of January, 2003 at 9:30 AM in the County Commissioners Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, a public hearing will be held to consider the purchase of a tract of land for the Conservation 2020 Project pursuant to Florida Statute 125.355. The property is described as Parcel 202, Conservation 2020 Land Acquisition Program identified by being all of STRAP Number 17-43-23-00-00001.0060. The property owners are Jeffrey L. Marlow, Trustee of the Jeffrey R. Marlow Revocable Trust, dated June 17, 1998 & Jeanne R. Marlow,, as Trustee of the Jeanne R. Marlow Revocable Trust dated June 18, 1998.

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.D1 20602-48

BOARD OF LEE COUNTY COMMISSIONERS

5-Year Sales History

Parcel No. 202

Conservation 2020 Land Program

Project No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N
Jane & David Southwick	Norman G. & Luella G. Marlow	\$86,000	Mar 31, 1992	Y
Norman G. & Luella G. Marlow	Jeffrey L. Marlow	\$87,000	May 12, 1998	Family
Jeffrey L. & Jeanne R. Marlow	Jeffrey L. Marlow, Trustee & Jeanne R. Marlow, Trustee	\$100	Dec. 30, 1999	N

**SECONDARY REVIEW
NOMINATION 202**

CRITERIA		SCORE	COMMENTS
A. SIZE AND CONTIGUITY			
1.	Size of Property		
	a. \geq 500 acres	6	
	b. 400 to < 500 acres	5	
	c. 300 to <400 acres	4	
	d. 200 to <300 acres	3	
	e. 100 to <200 acres	2	
	f. 50 to <100 acres	1	
	g. < 50 acres	0	0 14.5 acres
2.	Contiguous to:		
	a. Coastal waters and other sovereignty submerged lands	4	0
	b. Existing preserve area, c.e., wma or refuge	4	4 Northern boundary is contiguous to Conservation 2020 Site 102
	c. Preserve areas officially proposed for acquisition	2	2 Eastern boundary is contiguous to Charlotte Harbor Flatwoods, rated in 2002 as a Group B Florida Forever Project.
B. HABITAT FOR PLANTS AND ANIMALS			
1.	Native Plant Cover		
	a. \geq 75 % of the property has native plant cover	8	
	b. 50% to < 75% has native plant cover	4	4 Melaleuca infestation of the nomination amounts to about 6 acres of the entire 15 acres or 40% of the site
	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	2 A portion of a herbaceous wetland occurs on the eastern portion of this site. The habitat is important to listed species such as some wading birds.
3.	Rare and Unique Uplands		
	a. Scrub, hammock, old growth pine	2	
	b. Mature, second growth pine flatwood	1	1 Large mature pines found on site.
4.	Diversity		
	a. 5 or more FLUCCS native plant community categories	2	
	b. 3 or 4 FLUCCS native plant community categories	1	
	c. 2 or less FLUCCS native plant community categories	0	0 Hydric pine flatwoods and herbaceous wetland.

**SECONDARY REVIEW
NOMINATION 202**

C. SIGNIFICANCE FOR WATER RESOURCES						COMMENTS
	1.	Serves or can serve as flow-way				
	a.	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			
	b.	Site contains flow-way, through tributary, medium size watershed, or just a portion of system/one side of conveyance, may not be identified in study	3	3	Sheet flow	
	c.	Same as b., smaller watershed, not as defined, disconnected	2			
	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	Partially disturbed by ditching	
	2.	Strategic to Flood Management				
	a.	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			Provides some floodplain protection
	b.	Same as a., portion of floodway (one side) or within floodplain	3			
	c.	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2	2		
	d.	Small watershed, minimal flooding	1			
	e.	No significant flood issues	0			
	3.	Protect a water supply source.				
	a.	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamlami Aquifer and also within area of current or proposed wellfield development	2			Low recharge
	b.	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1			
	c.	No recharge or potential water supply opportunities	0	0		
	4.	Offset Damage to or Enhance Water Quality.				
	a.	Presence of wetland, retention, or lake that is currently providing water quality benefits	2			Wetlands provide water quality benefits
	b.	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1	1		
	c.	No existing or potential water quality benefits	0			

**SECONDARY REVIEW
NOMINATION 202**

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 via an arterial street, Burnt Store Road
	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		
	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	1	Hiking, photography, nature study and environmental education opportunities at this site due to Parcel 102 contiguity.
3.	Land Manageability			
	75% or greater of the perimeter of site is surrounded by low impact land uses	3	3	Nomination is surrounded by preserved lands to the north, wetlands to the east and open lands to the south that are currently undeveloped. A small portion of this nomination fronts Burnt Store Road.
	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		
4.	Development Status (Maximum 4 points)			
a.	The Parcel is Approved for Development or is Exempt from Clearing Regulations	4	0	
b.	The Parcel is Zoned for Intensive Use	2	0	AG-2
c.	Future Land Use Map: Intensive Land Use Category	1	0	Open Land (82%) and Wetlands (18%)
TOTAL POINTS			27	
COMMENTS: Acquisition of the nomination would allow management staff to remove melaleuca that currently act as a seed source for Parcel 102.				
RECOMMENDATION: Pursue for acquisition due to nomination's contiguity to Parcel 102 and additional buffer to the Yucca Pens.				