

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

**DATE CRITICAL
Blue Sheet No. 20021437**

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of Parcel 121, in Sections 22 & 23, Township 45 South, Range 22 East, located at 5625 Stringfellow Road (SR 767) Pine Island, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$2,829,000.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman, on behalf of the Board of County Commissioners, to sign the Purchase Agreement; authorize payment of necessary fees and costs to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

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

WHAT ACTION ACCOMPLISHES: The acquisition of one of the properties recommended by the Conservation Land Acquisition and Stewardship Advisory Committee and approved for acquisition on Blue Sheet No. 19991314 for Conservation 2020 Program.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 4

A16B

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.
- OTHER *Blue Sheet No. 19991314*

6. REQUESTOR OF INFORMATION

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

7. BACKGROUND: This acquisition consists of the fee interest in Parcel 121, further identified as STRAP Nos. 22-45-22-00-00001.0000 & 23-45-22-00-01000.0000. This 365 ± acre parcel is zoned AG-2 and is located approximately 4 ½ miles South of the intersection of Stringfellow Rd and Pine Island Rd in the NW quadrant of Lee County. This parcel connects with Conservation 2020 Land Parcels 92, 147 and 168 for a total of 537 acres.

The owner of Parcel 121, D. Wayne Kelly, as Trustee under Land Trust dated February 23, 1989, originally offered to sell the subject property to the County for \$3,285,000.00. Through extensive negotiation, the owner has now agreed to sell this property for \$2,829,000.00, 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 \$15,500.00. The Seller, at his expense, is to pay documentary stamps, title insurance fees, real estate broker and attorney fees, if any.

A copy of appraisal dated November 4, 2002, performed by Carlson, Norris and Associates, Inc., and another appraisal dated October 1, 2002, performed by Diversified Appraisal, 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 Search Update
 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>DAO 12/16</i>	<i>John J. Ferguson 12-16-02</i>	<i>OA 12-17-02</i>	<i>OM 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: *12/19/02*

Time: *2:45 PM*

Forwarded To:

*CP, AD, J
12/17/02 9AM*

RECEIVED BY
 COUNTY CLERK
12/17/02
12-30-02
12/19 830

This document prepared by:

Lee County Public Works
County Lands Division
Project: Conservation Lands Program,
Project 0000
Parcel: 121
STRAP No.: 22-45-22-00-00001.0000
and 23-45-22-00-01000.0000

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 ~~18~~ day of ~~February~~, 2002 by and between D. WAYNE KELLY, as Trustee under Land Trust dated February 23, 1989, hereinafter referred to as SELLER, whose address is 20750 Six L Farm Road, Estero, FL 33928, 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 the at certain parcel of land consisting of 365 acres more or less, and located at 5625 Stringfellow Road, (SR 767), Pine Island, Florida and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called the "Property". This property will be acquired for the Conservation Lands Program, Project 8800, hereinafter called the "Project".
2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Two Million Eight Hundred Twenty-Nine Thousand and 00/100 Dollars (\$2,829,000.00), payable at closing by County Warrant.

3. EVIDENCE OF TITLE: SELLER will provide at SELLER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of 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.

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 in purchase price to be agreed upon by the BUYER and SELLER within 30 days, or if not the BUYER may terminate this agreement without obligation.

*Buyers
DWE*
9. SURVEY: At least 30 days prior to closing, BUYER is to provide at SELLER'S expense a boundary survey acceptable to BUYER. The survey must have a certification date subsequent to the date of this agreement and be certified to the BUYER, insuring title company, 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 may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: To the best of his knowledge : 1. The SELLER hereby 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. 2. No hazardous, toxic or polluting substances have been released or disposed of on the Property

in violation of any applicable law or regulation. 3. 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. 4. 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. 6. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. 7. There is no evidence of any release of hazardous materials onto or into the Property.

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

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the Property.

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

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties. SELLER

agrees BUYER is entitled to an extension of the closing date upon written notice that sufficient Conservation 2020 funds will not be available on the stated closing date; BUYER agrees that this notice will advise as to the earliest date funds are anticipated to be available and include suggested closing date that is as soon thereafter as is appropriate, provided however, that the closing date shall not be later than one hundred twenty (120) days from the date of execution. *August 31, 2022 or as otherwise mutually agreed to. DUE*

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 represents that he has agreed for a brokerage commission to be paid for by SELLER as follows: 2.5% to Edgar E. Davis, P.A., 5% to Youngquist Kelly Realty, and 2.5% to Stryhorn Realty. SELLER hereby agrees to indemnify and hold the BUYER harmless from any and all other claims by a real estate broker claiming by or through SELLER.

16. POSSESSION: SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

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

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

- A. The purchase price of \$2,829,000.00 is based upon a total acreage of 365 acres. For purposes of this Agreement the Property consists of 280 uplands and 85 wetlands. Said acreage shall be verified by the boundary survey obtained by BUYER

pursuant to Paragraph 9 of the Agreement and if the actual gross acreage is less than 362 acres the purchase price will be adjusted upwards or downwards accordingly as per the agreed price per acre.

B. SELLERS represents 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 2001. In this regard, SELLER warrant that no logging, clear cutting, mining or other significant impacts have occurred to or on, the property. BUYER will inspect the property prior to closing and if, in BUYERS opinion, significant detrimental activity has occurred on the property 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.

C. 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.

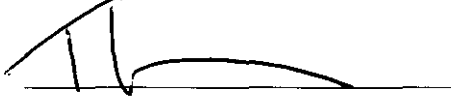
SELLERS agree to clear or obtain releases for each of these separate oil, gas and mineral rights or leases. In the alternative, SELLERS agree to provide a title commitment and title insurance owner's policy that does not list the separate oil, gas and mineral rights or leases as an exception or otherwise exclude these rights or leases from coverage.

If SELLERS fail to have the separate rights or leases released of record, or if the title commitment and owner's title insurance policy provided by SELLERS 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 which must be agreed upon by the BUYER and SELLER within 30 days of notice, or may terminate this Agreement without obligation.

- D. SELLERS, at their expense, must remove all concrete slabs, pilings, and foundations, clean up areas where removal takes place, and dispose of those items and refuse off site in accordance with Governmental regulations. SELLER is also responsible for the removal of any waste piles, to include but not limited to abandoned vehicles, farm machinery and equipment, household waste and appliances, lumber and metal, if any.
- E. SELLER to furnish a recordable Trust Agreement or Memorandum of Trust within fourteen (14) days of SELLER'S signing this Agreement and prior to BUYER signing this Agreement.
- F. All terms set forth in Items(s) N/A of the Special Conditions will survive the closing of this transaction.

WITNESSES:

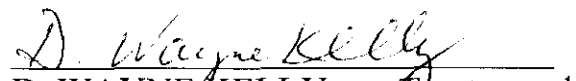




CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK

SELLER:



D. WAYNE KELLY, as Trustee and
Individually
Date: 11/18/02

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

BY: _____
CHAIRMAN OR VICE CHAIRMAN
APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY

EXHIBIT "A"

The North Half (N 1/2) of Section 22, Township 45 South, Range 22 East; and that part of the North Half (N 1/2) of Section 23, Township 45 South, Range 22 East, lying West of CR #767.

EXCEPTING THEREFROM an undivided 7/8 interest in the oil, gas and mineral rights which have been reserved by a prior owner thereof.

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

Mr. Robert G. Clemens, Acquisition Project Manager
Department of Public Works, Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

November 4, 2002

Re: 365 Acres - Conservation Lands Program
Project Number 8800, Parcel 121
St. James City, Lee County, Florida

Dear Mr. Clemens:

In accordance with your request, I have completed an appraisal estimating the market value of the above referenced subject property located on Pine Island in Lee County, Florida. The subject is 365 acres of unimproved land fronting on Stringfellow Road north of St. James City.

The value estimate presented in this analysis is made as of the effective date, October 16, 2002. This was the last date of physical inspection of the subject property. An aerial inspection of the property was made on August 1, 2002 as well.

The effective date of appraisal is October 16, 2002.

This analysis has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice as established by the Appraisal Foundation.

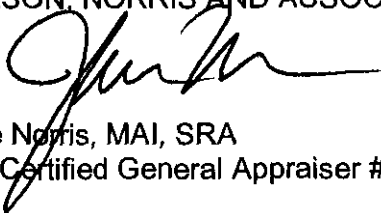
Based upon the data contained in this report, it is my opinion the market value of the subject property in fee simple ownership, in "as is" condition as of the effective date of appraisal was:

THREE MILLION DOLLARS (\$3,000,000.00).

The attached appraisal report is a **Complete-Self Contained Appraisal**. The supporting data and analysis utilized in arriving at my opinions of value are included within this report. The report is made subject to certain assumptions and limiting conditions which are essential and are set forth in the body of the appraisal. If I may be of further service in this or any other matters, please do not hesitate to call.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



J. Lee Norris, MAI, SRA
State Certified General Appraiser #0000643

Diversified Appraisal, Inc.
Real Estate Appraisers and Consultants

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

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

1 October 2002



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

Attention: Mr. Michael O'Hare,

RE: Job #090222 - Summary Appraisal Report of 365 acres of
vacant land on Stringfellow Road, Pine Island,
Florida, Parcel 121, Conservation 2020

Dear Mr. O'Hare:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 19 September 2002. Within the attached summary appraisal report, please find enclosed a legal description of the subject property.

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

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. Mr. David C. Vaughan has complied with the Appraisal Standards of Professional Appraisal Practice, Competency Rule. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

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

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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

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

The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials or substances are found on the site, then this appraisal is subject to reanalysis. The appraiser is not an expert in this field.

The appraisal is based on the property having 365 acres of which 85 acres are wetlands. If the actual wetland areas differ from this amount, then my value estimate will change.

Lee County
Page Three
01 October 2002

The subject property is appraised as of 19 September 2002, the date of a detailed on-site inspection, which was made by David C. Vaughan, MAI.

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the market value of the undivided fee simple interest of the subject property, as of 19 September 2002, is:

TWO MILLION NINE HUNDRED THOUSAND DOLLARS. (\$2,900,000)

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Vaughan", written over a horizontal line.

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

Parcel: 121
STRAP: 22-45-22-00-00001.0000 & 23-45-22-00-01000.0000
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 20th day of Nov, 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:

D. Wayne Kelly, as Trustee under Land Trust dated February 23, 1989
20750 Six L Farm Road, Estero, FL 33928

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. _____
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____
 - 6. _____
- SEE ATTACHED LIST.*

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:

Joseph Keith Gomez
Witness Signature

Joseph Keith Gomez
Printed Name

Frances Shahbazian
Witness Signature

Frances Shahbazian
Printed Name

D. Wayne Kelly
Signature of Affiant

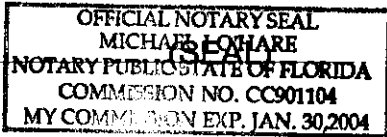
D. Wayne Kelly
Printed Name

Affidavit of Interest in Real Property
Parcel: 121
STRAP: 22-45-22-00-00001.0000 & 23-45-22-00-01000.0000
Project: Conservation 2020 Program, Project No. 8800

STATE OF FLORIDA

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 20 day of NOVEMBER, 2002 by D. WAYNE KELLY
(name of person acknowledged)



[Signature]
(Notary Signature)

[Stamp]
(Print, type or stamp name)

Personally known
OR Produced Identification _____
Type of Identification _____

EXHIBIT 'A'
Parcel 121
Conservation Lands Program

The North Half (N ½) of Section 22, Township 45 South, Range 22 East and that part of the North Half (N ½) of Section 23, Township 45 South, Range 22 East, lying West of County Road #767, Lee County, Florida.

FROM :

FAX NO. : 9419475588

Nov. 20 2002 02:00PM P2

565 Pine Island

Davis, Edgar E.

2264 Winkler Ave. #210
Ft. Myers, FL 33901
Bus: (239) 595-5571

Harper, Daniel R.

5571 Halifax Ave.
Ft. Myers, FL 33912

Kelly, Wayne

20750 Six-L Farm Rd.
Esteros, FL 33928
Bus: (941) 980-4500

Laz, Andre L.

201 8th Str. S
Naples, FL 33940

Ribek Company

c/o Edward Mace
720 Goodlette Rd. Suite 202
Naples, FL 33940

Strayhorn, Michael

5690 Harborage Drive
Ft. Myers, FL 33908

The Stauer Group

c/o Joseph Steuer
2900 14th Str. N Suite 50
Naples, FL 34103

Youngquist, Harvey

20750 Six-L Farm Rd.
Esteros, FL 33928
Bus: (941) 980-1900

Division of County Lands

Updated In House Title Search

Search No. 21693/D

Date: December 12, 2002

Parcel: 121

Project: Conservation Lands

Program Project 8800

To: Michael J. O'Hare
Property Acquisition Agent

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



STRAP: 22-45-22-00-00001.0000 and 23-45-22-00-01000.0000

An update has been requested of In House Title Search No. 21693/D which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through November 18, 2002, at 5:00 p.m.

Subject Property: The North half (N1/2) of Section 22, Township 45 South, Range 22 East, and that part of the North half (N1/2) of Section 23, Township 45 South, Range 22 East, lying West of County Road #767, in Lee County, Florida.

Title to the subject property is vested in the following:

D. Wayne Kelly, as Trustee under Land Trust dated February 23, 1989

by that certain instrument dated March 1, 1989, recorded March 2, 1989, in Official Record Book 2052, Page 4163, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Right of Way Easement in favor of Lee County Electric Cooperative Inc., dated August 21, 1967, recorded in Official Record Book 423, Page 518, Public Records of Lee County, Florida.

Tax Status: 2002 Ad Valorem Taxes are PAID IN FULL.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

LAND TRUST AGREEMENT

LAND TRUST AGREEMENT dated February 23, 1989.

D. WAYNE KELLY, as Trustee hereunder, is about to take legal and equitable title to the following described real estate in Lee County, Florida:

The North Half (N $\frac{1}{2}$) of Section 22 and that part of the North Half (N $\frac{1}{2}$) of Section 23 lying West of County Road 767, exempting therefrom the right-of-way of County Road 767, all lying and being in Township 45 South, Range 22 East, Lee County, Florida, together with a 1/8 interest in oil, gas, and mineral rights, subject to an easement granted to the Lee County Electrical Cooperative along the section line between Sections 22 and 23.

When the Trustee has taken title to the real estate or has accepted in writing title to any other property conveyed to it as Trustee hereunder, the Trustee will hold it for the uses and purposes and on the trusts herein stated. Any other property conveyed to the Trustee without written acceptance by the Trustee shall not be subject to this agreement.

BENEFICIAL INTEREST. The following named persons and their successors in interest shall be entitled to the earnings, avails, and proceeds of said real estate according to the respective interests herein set forth, to wit:

SEE SCHEDULE HEREWITH ON PAGE 2.

POWER OF DIRECTION. The power of direction referred to on Rider "A" shall be in the holders of 51% of the beneficial interest in this Land Trust Agreement.

DISCLOSURE OF INTEREST. The name of any beneficiary may be disclosed to the public.

WRITTEN INQUIRIES. Written inquiries, legal notices, and other similar matters should be forwarded to:

- (1) Edgar E. Davis, P.A.; RE/MAX Realty Group; 3411 Tamiami Trail, North; Naples, Florida 33940
- (2) Youngquist/Kelly, Inc.; P.O. Box 06257; Fort Myers, Florida 33906

ORAL INQUIRIES: The following names should be furnished to a person making an oral inquiry:

- (1) Edgar E. Davis, P.A.; RE/MAX Realty Group; 3411 Tamiami Trail, North; Naples, Florida 33940
- (2) Youngquist/Kelly, Inc.; P.O. Box 06257; Fort Myers, Florida 33906

BILLS: Bills shall be mailed to:

William L. Stewart, Esq.; STEWART & KEYES; P.O. Drawer 790; Fort Myers, Florida 33902

BROKERAGE AND REALES: The Trust agrees to pay a real estate commission in the amount of \$59,240.00 to RE/MAX Realty Group at the closing of the purchase of lands held under this Trust.

It is agreed that RE/MAX Realty Group (EED) and Youngquist/Kelly, Inc., shall have the exclusive agency on the property at the time of resale(s), unless otherwise directed by the holders of 51% of the beneficial interest in this Trust.

LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989.

The names and addresses of the beneficiaries and their respective beneficial interest are as follows:

Edgar E. Davis c/o RE/MAX Realty Group 3411 Tamiami Trail, North Naples, Florida 33940	10%
Daniel R. Harper c/o HARPER BROS., INC. 5351 Six Mile Cypress Parkway Fort Myers, Florida 33921	10%
D. Wayne Kelly c/o YOUNGQUIST/KELLY, INC. P.O. Box 06257 Fort Myers, Florida 33906	5%
Andre' L. Laz 201-8th Street, South Naples, Florida 33940	10%
RIBEK Company, a Florida General Partnership c/o Edward J. Mace 720 Goodlette Road, North Suite 202 Naples, Florida 33940	10%
The Steuer Group, a Wisconsin General Partnership c/o Joseph T. Steuer, General Partner 2900-14th Street, North Naples, Florida 33940	10%
Michael M. Strayhorn 5690 Harborage Drive Fort Myers, Florida 33905	20%
Harvey Youngquist c/o YOUNGQUIST/KELLY, INC. P.O. Box 06257 Fort Myers, Florida 33906	25%
	100%

RIGHTS AND POWERS OF BENEFICIARIES.

The interest of every beneficiary and of any person who may become entitled to any interest under this trust shall consist only of the: (1) power to direct that trustee to deal with title of the property; (2) the power to manage, possess, use and control the property; and (3) the right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the property. Such rights and powers shall be personal property and may be assigned as such. On the death of any beneficiary his interest, except as otherwise specifically provided, shall pass to his executor or administrator and not to his heirs at law. No beneficiary at any time shall have any right, title or interest in or to any portion of the legal or equitable title to the property. The death of any beneficiary shall not terminate the trust or affect the rights or powers of the trustee or of the beneficiaries except as provided by law.

ASSIGNMENT OF BENEFICIAL INTEREST.

No assignment of any beneficial interest shall be binding on the trustee until the original or executed duplicate of the assignment is delivered to the trustee and accepted by it in writing. Every assignment of any beneficial interest, the original or duplicate of which shall not have been so delivered to and accepted by the trustee, shall be ineffective as to all subsequent assignees or purchasers without notice.

OBLIGATIONS OF TRUSTEE WITH RESPECT TO PROPERTY.

~~The trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes. The beneficiaries will make all such returns and reports, and pay general real estate and all other taxes or charges payable with respect to the property and to the earnings, avails and proceeds of the property or based on their interest under this agreement.~~

TRUSTEE RESPONSIBILITY TO MAKE ADVANCES OR INCUR EXPENSES.

If the trustee shall make any advances or incur any expenses on account of this trust or the property or shall incur any expenses by reason of being made a party to any litigation in connection with this trust or the property or if the trustee shall be compelled to pay money on account of this trust or the property, whether for breach of contract, injury to person or property, fines or penalties under any law, or otherwise, the beneficiaries jointly and severally on demand shall pay to the trustee, with interest at the highest rate per annum permitted by law the amount of all such expenses, advances or payments made by the trustee, plus all its expenses including attorneys' fees. The trustee shall not be obliged to convey, transfer or otherwise deal with the property or any part of it until all of the payments, advances and expenses made or incurred by it shall have been paid, with interest.

TRUSTEE RESPONSIBILITY WITH RESPECT TO LEGAL PROCEEDINGS.

The trustee shall not be obligated to pay any money for this trust or the property or to prosecute or defend any legal proceeding involving this trust or the property unless it shall elect to do so and be furnished with sufficient funds or be indemnified to its satisfaction. If the trustee is served with process or notice of legal proceedings or of any other matter concerning the trust or the property, the sole duty of the trustee shall be to forward the process or notice to the person named herein as the person to whom inquiries or notices shall be sent, or, in the absence of such designation, to the beneficiaries. The latest address appearing in the records of the trustee shall be used for all mailings.

DEALINGS WITH TRUSTEE BY THIRD PARTIES.

It shall not be the duty of the purchaser of the property or of any part of it to see to the application of the purchase money, nor shall anyone who may deal with the trustee be required or privileged to inquire into the necessity or expediency of any act of the trustee, or into the provisions of this agreement.

RECORDATION.

This agreement shall not be recorded in the county in which the property is situated, or elsewhere, but any recording shall not be notice of the rights of any person derogatory to the title or powers of the trustee. In this agreement the plural includes the singular, and vice versa, and the masculine gender includes the feminine.

RESIGNATION BY TRUSTEE.

The trustee may at any time resign by sending by registered or certified mail a notice of such intention to each of the then beneficiaries at his latest address appearing in the records of the trustee. Such resignation shall become effective twenty days after such mailing. On such resignation a successor may be appointed in writing by the persons then entitled to direct the trustee in the disposition of the property, and the trustee shall thereupon convey or transfer the property to such successor. If no successor is named as above provided within twenty days after the mailing of such notices by the trustee, the trustee may convey or transfer the trust property to the beneficiaries in accordance with their interests hereunder, and the conveyance may be recorded by the trustee and such recording shall constitute delivery of the conveyance or transfer to the beneficiaries. The trustee, at its option, may file a complaint for appropriate relief of any court of competent jurisdiction.

SUCCESSOR TRUSTEE.

Every successor trustee shall become fully vested with all the title, estate, rights, powers, trusts, and shall be subject to the duties and obligations, of its predecessor. Any corporate successor to the trust business of any corporate trustee named herein or acting hereunder shall become trustee in place of its predecessor, without the necessity of any conveyance or transfer.

TRUSTEE ACTS ONLY ON WRITTEN AUTHORIZATION.

It is agreed by the parties and by any person who may hereafter acquire any interest in this trust that the trustee will deal with the trust property including cash or other assets of any kind which may have become subject to the trust only when authorized to do so in writing.

DUTIES OF TRUSTEE ON WRITTEN AUTHORIZATION.

On the written direction of the party or parties designated herein as having the power of direction the trustee will make deeds for, or mortgages or trust deeds (which may include a waiver of the right of redemption from sale under an order or decree of foreclosure) or execute leases or otherwise deal with the title to the trust property including cash or other assets subject to the trust. The beneficiaries by written instrument delivered to the trustee may revoke the foregoing power of direction and designate the person thereafter to exercise the power. Such instrument shall be signed by all the then beneficiaries. The trustee shall not be required to inquire into the propriety of any direction.

LIABILITY OF TRUSTEE.

The trustee shall not be required to assume any personal obligation or liability in dealing with the property or to make itself liable for any damages, costs, expenses, fines, or penalties, or to deal with title to the property so long as any money is due to it hereunder.

CONTROL OF PROPERTY BY BENEFICIARIES.

The beneficiaries shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the property and the trustee shall have no right or duty in respect to any such matters. The beneficiaries shall have the right to execute leases and collect rents in their own name or through their agents. The trustee shall have no right or duty in respect to the payment of taxes or assessments or insurance, litigation or other matters relating to the property, except on written direction accepted by it as above provided and after the payment to it of all money necessary in its opinion to carry out the directions without liability to it. The beneficiaries are not the agents of the trustee for any purpose and do not have any authority to contract or to execute leases or do any other act or in the name of the trustee or to obligate the trustee personally or as trustee.

TRUSTEE NOT REQUIRED TO GIVE WARRANTY.

The trustee shall not be required to execute any instrument containing covenants of warranty.

MAXIMUM PERIOD FOR TERMINATION.

If any property remains in this trust twenty years from the date of this agreement or any extension thereof, it shall be sold at public sale by the trustee on reasonable notice as determined by it and the net proceeds of the sale shall be divided among those who are then entitled thereof under this agreement in the proportions in which they are then entitled.

TRUSTEE RESPONSIBILITY WITH RESPECT TO APPRAISALS AND INSPECTIONS.

The trustee shall not be obligated to inspect or appraise the trust property. The beneficiaries under this trust hereby waive the trustee from any and all obligation with respect to "ride by" inspections and three year appraisals.

RE: RICO LIEN NOTICES

Notwithstanding any provision of this Trust Agreement to the contrary:

a) The Trustee shall have the right, upon acquiring knowledge that a Rico lien notice, as described in Section 943.466, Florida Statutes, a Criminal proceeding as defined in Section 943.461 (11), Florida Statutes, or a Civil proceeding, as defined in Section 943.461 (12), Florida Statutes, has been filed against any person for whom the Trustee holds legal or record title to real property pursuant to this Trust Agreement, and without giving prior notice to any beneficiaries under this Trust Agreement, immediately to furnish to the Department of Legal Affairs of the State of Florida and/or to the office of any attorney of the State of Florida, the following information:

- i) The name and address of such person, as known to the Trustee;
- ii) The name and address, as known to the Trustee, of all other persons for whose benefit the Trustee holds title to real property pursuant to this Trust Agreement.
- iii) If requested by the Department of Legal Affairs of the State of Florida or the office of any state attorney of the State of Florida, a copy of this Trust Agreement and any other instrument pursuant to which the Trustee holds legal or record title to such real property.

b) The Trustee shall have no obligation to convey title to real property held by the Trustee pursuant to this Agreement until it has performed or caused to be performed, at the expense of the beneficiaries of this Trust Agreement, a search of the official records of all counties in which such real property is located. If such search discloses that no Rico lien notices have been filed against any person for whom the Trustee holds legal or record title to real property pursuant to this Trust Agreement, and if no money is due the Trustee under this Trust Agreement, then the Trustee shall convey its legal or record title to such real property in accordance with the written instructions of the beneficiary or beneficiaries authorized by this Trust Agreement to give such written instructions to the Trustee. If such search discloses that one or more Rico lien notices have been filed against any person for whom the Trustee holds legal or record title to real property pursuant to this Trust Agreement, then the Trustee shall not convey its legal or record title to such real property unless all money due the Trustee under this Trust Agreement has been paid, and:

- i) All such Rico lien notices have been released or terminated or such real property has been released from all such Rico lien notices; or
- ii) Such person named in the Rico lien notice agrees in writing that the total amount of all proceeds that would otherwise be received directly by such person as a result of the conveyance, will be paid directly to the Trustee, and that Trustee shall have the right to hold such proceeds, together with the total amount of all proceeds that would otherwise be paid or distributed to such person or at the direction of such person or his designee, until such time as the provisions of subsection (i) above have been satisfied, and also agrees, in writing, that at the request of the Department of Legal Affairs of the State of Florida, or the office of any state attorney of the State of Florida, the Trustee, without any liability to the person named in the Rico lien notice, may pay the total amount of such proceeds held by the Trustee pursuant to the provisions of this subsection (ii) to the Department of Legal Affairs of the State of Florida or the office of any state attorney of the State of Florida.

TOTAL PURCHASE PRICE: \$1,184,800.00
DEFERRED BALANCE: \$888,600.00

Buyer shall take title subject to a note, secured by a purchase money mortgage covering the subject property, as referred to in Contract for Sale and Purchase dated November 11, 1988, in the principal sum of \$888,600.00 amortized over fifteen (15) years with a balloon on the sixth anniversary which note shall bear interest at nine percent (9%). Principal and interest shall be payable as follows:

\$110,238.73 on or before the first anniversary of the date of closing.
\$110,238.73 on or before the second anniversary of the date of closing.
\$110,238.73 on or before the third anniversary of the date of closing.
\$110,238.73 on or before the fourth anniversary of the date of closing.
\$110,238.73 on or before the fifth anniversary of the date of closing.
\$771,147.03 on or before the sixth anniversary of the date of closing.

The contract provides that the Seller cause a survey of the property to be made prior to closing by a Florida Registered Land Surveyor. For the purpose of the original contract, it has been assumed that the property consists of 300 acres net of mangrove, easements, encroachments, and dedicated road right-of-way. In the event the gross acreage shown by said survey differs from 300 acres, exclusive of the items aforementioned, the price and terms are to be adjusted proportionately. The survey provided by the Seller fixed the total usable acreage at 296.2. The sales price is therefore adjusted to \$1,184,800.00 with \$296,200.00 cash at closing. The adjusted price was determined at \$4,000.00 per acre with 25% cash down payment.

The adjusted down payment shall be \$296,200.00, plus normal closing costs, and shall be payable at closing at which time the additional sum is to be paid: (1) \$6,750.00 to combined consulting firms for services rendered toward preparation of Preliminary Planning/Engineering Information Report; and (2) \$653.00 to Lee County Insurance Agency as payment of first year's liability insurance premium. Any funds collected for closing remaining after closing may be placed with the Trustee as contingency funds and may be invested by the Trustee in money market obligations for the benefit of the Trust.

The beneficiaries recognize that control and management of this Trust lies in the hands of the beneficiaries. The beneficiaries further recognize that the profitability of this venture depends upon the inherent ability of the land which is subject to this Trust to increase in value due to the influence of the general market for such properties and not due to any unique effort or talent of any persons contemplated to perform services to the Trust. Each beneficiary represents that he is knowledgeable in business affairs and fully capable to intelligently exercise the power of management and control given to a beneficiary hereunder. All beneficiaries understand that the relationship of RE/MAX Realty Group and Youngquist/Kelly, Inc., to this Trust is that of a licensed real estate broker to its client. It is understood that a number of other firms in the area are available to render similar services in the event that such firm is at any time not ready, willing, or able to perform and that the services expected of RE/MAX Realty Group and Youngquist/Kelly, Inc., are not unique entrepreneurial or managerial services incapable of replacement.

CONTRIBUTION OF BENEFICIARIES

The member's obligation to pay additional funds shall be the same percentage that he contributed to the total initial contribution of all the members. In other words, if a member contributed 5% of the total initial contribution, he is to contribute 5% of the additional funds needed.

A member's total obligation shall be in percentage (as calculated immediately before), of the total purchase price of the property being purchased plus interest and taxes due on those purchases and the reasonable and necessary costs of administering the Trust, less his initial contribution in this Trust.

The Beneficiaries individually and collectively agree that each will be liable for and will promptly pay their proportionate share of their contribution to the Trust, and the reasonable costs and expenses of the Trust including mortgage payments*, real property taxes and insurance; and in the event that any Beneficiary shall fail to make such payments within 30 days after written notice that such are due is mailed to him by the Trustee, the member shall be in default and the Trustee shall then have the right to call for a contribution from the other Beneficiaries pro-rata to make up the delinquent Beneficiaries share, which contributions from other Beneficiaries shall bear interest at the rate of eighteen percent (18%) per annum. In the event the other Beneficiaries contribute as above specified, the Trustee shall then have the right to sell the beneficial interest of the delinquent Beneficiary at public or private sale after giving written notice of such sale to the delinquent Beneficiary and all other Beneficiaries at least (5) days prior to the sale, the proceeds of which shall be disbursed as follows:

- A. To the payment of cost, fee and expense of the sale.
- B. To the payment of any delinquencies of the share of the delinquent Beneficiary, plus interest on both the delinquency and penalty at eighteen percent (18%) per annum from the due date and any penalty paid to the holder of the purchase money mortgage because of a late payment which is due to the delinquency, plus costs and damages, if any, plus interest at the annual rate of ~~eighteen~~ percent (18%) until paid, and reasonable attorneys fees for the cost of collecting same. If more than one Beneficiary was late, the penalty will be apportioned.
- C. Any balance remaining after the above payments shall be returned to the delinquent Beneficiary.

For the purpose of this provision each Beneficiary hereby irrevocably appoints the Trustee or its successor as his or her attorney-in-fact for the purpose of assigning his, her, or its interest in this Trust to the purchaser at any such sale.

*If a note attendant to any purchase money mortgage pursuant to the purchase contains a provision whereby a late penalty and/or additional interest is assessed due to late payments which applies as of the date payment was actually due until the payment is made, any total penalty paid to the holder of the purchase money mortgage because of a late payment shall be (1) assessed to the account of the delinquent Beneficiary and (2) become a lien against the interest of the delinquent Beneficiary and shall bear interest at the rate of eighteen percent (18%) per annum until paid and (3) treated in accordance with the provisions of paragraphs of those Articles governing the sale of the interest of a delinquent Beneficiary. If more than one Beneficiary is late, the penalties and/or additional interest shall be apportioned.

*If a note attendant to any purchase money mortgage associated with the purchase has no grace period, or if any grace period is exceeded, and any Beneficiary, because of late payment, shall cause the total mortgage payment then due to be late and the note and mortgage to be accelerated, then the defaulting Beneficiary shall be liable for all damages incurred and all costs and reasonable attorneys fees for the cost of collecting same, which shall be immediately due and the remaining Beneficiaries shall have a lien on the delinquent Beneficiary's interest to secure payment. Such damages and costs shall bear interest at the annual rate of eighteen percent (18%) until paid. If more than one Beneficiary is late, all such costs and damages shall be apportioned.

A beneficiary may assign his interest to another beneficiary or beneficiaries without offering it to the remainder. Provided, however, that prior to the assignment of any interest by a beneficiary to a party who is not already a beneficiary, he shall first offer it to the remaining beneficiaries at the same price and upon the same terms that he has in good faith agreed upon in writing with a bona fide proposed purchaser who is ready, willing, and able to perform. In the case of a default, the Trustee shall not sell to the other beneficiaries in the manner described immediately above. Provided further, that no consent shall be necessary for an assignment to a member of the beneficiary's immediate family, to a corporation in which the beneficiary and/or members of his immediate family is and intends to remain the majority stockholder, or a trust for the benefit of the beneficiary and/or members of his immediate family, to a partnership in which a beneficiary or members of his immediate family own at least 51% interest, or charitable organization established by a beneficiary.

It is agreed that in the event any portion of beneficial interest in this Trust is not sold by the time of closing of the purchase of the land presently held under contract, Edgar E. Davis, P.A., or Youngquist/Kelly, Inc., will advance the amount of the contributions that would be due if said portion of beneficial interest were sold and will continue to advance the amounts of said contributions as they would come due if previously sold. In the event of sale of all or part of said unsold portions to an existing or new beneficiary, such advances shall constitute a loan from Edgar E. Davis, P.A., or Youngquist/Kelly, Inc., which, together with interest at the Citizens and Southern National Bank of Naples, Florida, prime rate plus $1\frac{1}{2}\%$ with a monthly trailing average from the date of payment to the date of repayment, shall be repaid by the purchaser when each portion is sold.

Edgar E. Davis, P.A., or Youngquist/Kelly, Inc., depending on which may have advanced amounts for unsold contributions, shall have the right to continue to sell the unsold portions of beneficial interest after said closing; the price shall be the same as previously offered plus interest on the loan and plus any additional costs.

In the event any of the said portions are unsold one year from the date of closing, or at any time prior thereto that Edgar E. Davis, P.A., or Youngquist/Kelly, Inc., shall so elect, these units shall be purchased by Edgar E. Davis, P.A., or Youngquist/Kelly, Inc., depending on which may have advanced amounts for unsold contributions.

LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989 - D. WAYNE KELLY, TRUSTEE

IN TESTIMONY WHEREOF, D. WAYNE KELLY, Fort Myers, Florida, has caused these presents to be signed the day and year above written.

Deane Jones
WITNESS

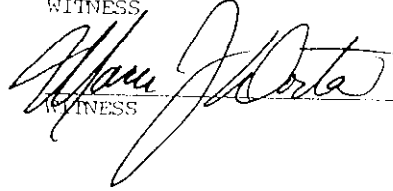
By: D. Wayne Kelly (SEAL)
D. Wayne Kelly, Trustee

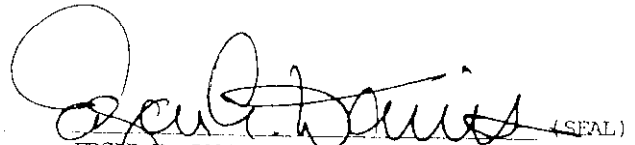
Barbara Whitfield
WITNESS

SIGNATURE SHEET FOR LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989 - D. WAYNE KELLY,
TRUSTEE.

And on this day the following beneficiary has signed this declaration of Trust and
Trust Agreement in order to signify his assent to the terms thereof.


WITNESS


WITNESS

 (SEAL)

EDGAR R. DAVIS

263-78-9277

SOCIAL SECURITY NO.

SIGNATURE SHEET FOR LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989 - D. WAYNE KELLY,
TRUSTEE.

And on this day the following beneficiary has signed this declaration of Trust and
Trust Agreement in order to signify his assent to the terms thereof.

Beth Neal
WITNESS

[Signature]
WITNESS

Daniel R. Harper (SEAL)
DANIEL R. HARPER

429-30-9611
SOCIAL SECURITY NO.

SIGNATURE SHEET FOR LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989 - D. WAYNE KELLY,
TRUSTEE.

And on this day the following beneficiary has signed this Declaration of Trust and
Trust Agreement in order to signify his assent to the terms thereof.

Deane Jones
WITNESS

D. Wayne Kelly (SEAL)
D. WAYNE KELLY

Barbara Whitfield
WITNESS

245-88-2501
SOCIAL SECURITY NO.

SIGNATURE SHEET FOR LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989 - D. WAYNE KELLY,
TRUSTEE.

And on this day the following beneficiary has signed this declaration of Trust and
Trust Agreement in order to signify his assent to the terms thereof.

Mary C. Hill
WITNESS

Andre L. Laz (SEAL)
ANDRE L. LAZ

Carelyn S. Krasst. Linn
WITNESS

084-26-9266
SOCIAL SECURITY NO.

SIGNATURE SHEET FOR LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989 -- D. WAYNE KELLY, TRUSTEE.

And on this day the following beneficiary has signed this declaration of Trust and Trust Agreement in order to signify its assent to the terms hereof.

RIBEK Company, a Florida
General Partnership

Robert I. Beckler
WITNESS

By:

Edward J. Mace V.P. (SEAL)
Title
EDWARD J. MACE, VICE-PRESIDENT, RIBEK CORPORATION,
GENERAL PARTNER, RIBEK COMPANY (A FL. GENERAL PARTNERSHIP)
59-1549562
TAX I.D. NO.

Jennie L. Sheppard
WITNESS

The undersigned does further personally guarantee the payment and performance of said Corporation, Partnership, or Trust of all its obligations under this Agreement.

ROBERT I. BECKLER

Edward J. Mace
WITNESS

Robert I. Beckler
Individually

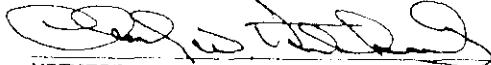
Jennie L. Sheppard
WITNESS

080-26-4376
SOCIAL SECURITY NO.

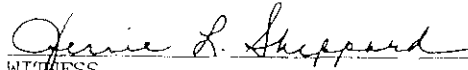
SIGNATURE SHEET FOR LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989 - D. WAYNE KELLY, TRUSTEE.

And on this day the following beneficiary has signed this declaration of Trust and Trust Agreement in order to signify its assent to the terms hereof.

The Steuer Group, a Wisconsin
General Partnership


WITNESS

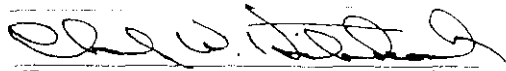
By:  Gen. Partner
Title

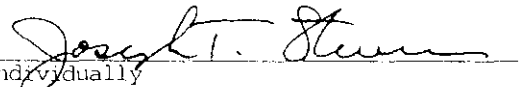

WITNESS

39-138-7872
TAX I.D. NO.

The undersigned does further personally guarantee the payment and performance of said Corporation, Partnership, or Trust of all its obligations under this Agreement.

Joseph T. Steuer


WITNESS


Individually


WITNESS

339-26-8644
SOCIAL SECURITY NO.

SIGNATURE SHEET FOR LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989 - D. WAYNE KELLY,
TRUSTEE.

And on this day the following beneficiary has signed this declaration of Trust and
Trust Agreement in order to signify his assent to the terms thereof.

Jane Jones
WITNESS

Cecilia Capel
WITNESS

Michael M. Strayhorn (SEAL)
MICHAEL M. STRAYHORN

263-58-6203
SOCIAL SECURITY NO.

SIGNATURE SHEET FOR LAND TRUST AGREEMENT DATED FEBRUARY 23, 1989 -- D. WAYNE KELLY,
TRUSTEE.

And on this day the following beneficiary has signed this declaration of Trust and
Trust Agreement in order to signify his assent to the terms thereof.

Diane Jones
WITNESS

Barbara Whitfield
WITNESS

Harvey Youngquist (SEAL)
HARVEY YOUNGQUIST

264909331
SOCIAL SECURITY NO.

5-Year Sales History

Parcel No. 121

Conservation 2020 Land Program

Project No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS



NOTICE OF PUBLIC HEARING

M.R.
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 121, Conservation 2020 Land Acquisition Program, identified by being all of Sirap Number 22-45-22-00-00001.00001 & 23-45-22-00-01000.0000. The property owner is D. Wayne Kelly, as Trustee under Land Trust dated February 23, 1989.

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.

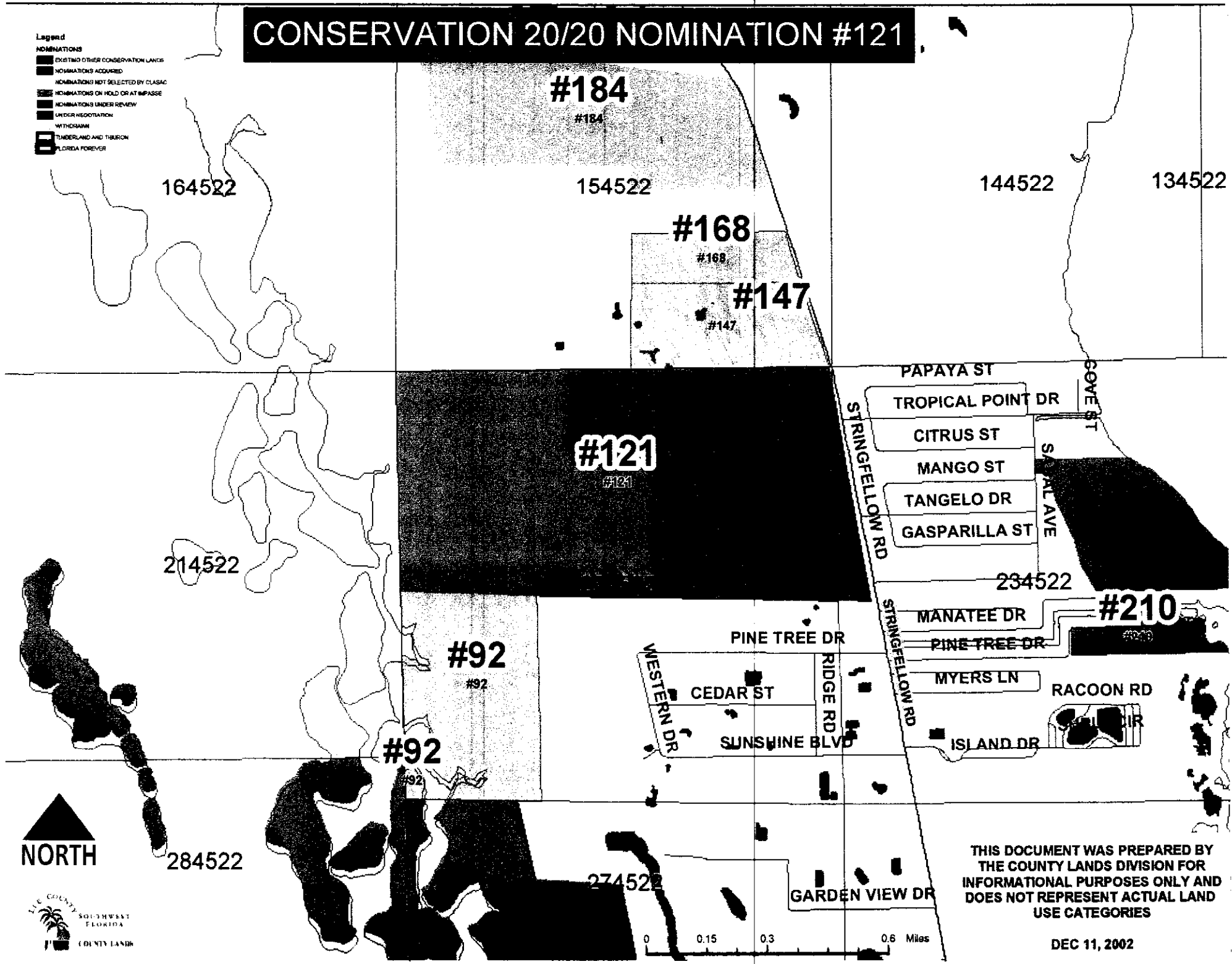
Interested parties may be heard regarding the proposed acquisition. Anyone wishing to appeal a decision made by the Board will need to ensure that a verbatim record of the proceedings is made.

P.O. Sekulski

REFD120602-27 BOARD OF LEE COUNTY COMMISSIONERS

CONSERVATION 20/20 NOMINATION #121

- Legend**
- NOMINATIONS
 - EXISTING OTHER CONSERVATION LANDS
 - NOMINATIONS ACCURSED
 - NOMINATIONS NOT SELECTED BY CLASAC
 - NOMINATIONS ON HOLD OR AT IMPASSE
 - NOMINATIONS UNDER REVIEW
 - UNDER NEGOTIATION
 - WITHDRAWN
 - TIMBERLAND AND TIMBER
 - FLORIDA FOREVER



THIS DOCUMENT WAS PREPARED BY THE COUNTY LANDS DIVISION FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REPRESENT ACTUAL LAND USE CATEGORIES

DEC 11, 2002

NOMINATION 121

CRITERIA	CRITERIA & MAXIMUM POINTS	SCORE	COMMENTS
Matching Funds and Cost Support (maximum 8 Points)			
a.	8 Pts - Greater than 50% of the parcel costs will be provided by an outside source.	0	
b.	4 Pts - Less than 50% of the parcel costs will be provided by an outside source.	0	
Size			
c.	2 Points - Greater than 100 acres.	2	320 Acres
d.	1 Point - Between 50 and 100 acres.	0	
e.	0 Points - 50 acres and below.	0	
Contiguity			
f.	1-2 Points - Contiguous with existing (2) or proposed (1) preserve area.	1	Adjacent to Nomination 92 which is currently being pursued for acquisition
Habitat			
			Plant communities all support listed species: pine flatwoods, saltern marsh, mangrove forest, live oak hammock, and freshwater wetlands. Listed species documented : gopher tortoises and beautiful paw paw. This property is appropriate habitat for Bald Eagles. The Lee County Bald Eagle Technical Advisory Committee advocates the acquisition of this site for Bald Eagle habitat (see letter dated 10/18/99).
g.	1-2 Points - Habitat significant to listed flora and fauna.	2	
h.	1-2 Points - Significant habitat for wide-ranging species (e.g., Woodstorks, wading birds, neotropical migrants, shorebirds, bear, hawks, etc.).	2	Wetlands provide habitat for migratory birds
i.	1-4 Points - Rare and unique uplands.	1	Several large, mature pines in the western portion of the pine flatwoods.
j.	1-2 Points - Significant coastal habitat.	2	Located within Coastal High Hazard Area.
Significance for Water Management			
k.	1-4 Points - The parcel serves or can serve as a flow-way for surface water.	2	Coastal watershed, small watershed
l.	1-4 Points - The parcel is strategic to flood management, i.e. has repetitive losses.	2	Provides local flood protection, road drainage
m.	1-2 Points - The parcel provides, can provide, or can serve to protect a water supply source; including surface water retention, high recharge capability, groundwater storage, and wellfield protection.	0	No significant recharge
n.	1-2 Points - The parcel can be used to offset, clean-up, or enhance water quality.	2	Water quality benefits through wetland filtration
o.	1-2 Points - The parcel is part of a natural water system.	2	Natural coastal buffer
Potential for Passive Recreation (Maximum 4 Points)			
	0 - 4 Points based on: (1) Diversity of habitat types; (2) High Scenic Value; (3) Exceptional components to attract visitors		
p.		4	High scenic value - great bird watching. Diversity of habitats.
Land Manageability (Maximum 6 Points)			
q.	1-4 Points - The parcel can be easily accessed for management	2	Property has access from Stringfellow Road.
r.	1-2 Points - Management activities will be compatible with adjacent land uses.	2	No conflicts with surrounding land uses
s.	1-2 Points - The parcel is well buffered from external impacts such as interference with habitat management plans.	2	Very little debris on this site to be removed. Exotic infestation is mild (<10%) and controllable. There may be cattle leases as cattle grazing is occurring on site.
Development Status (Maximum 4 Points)			
t.	4 Points - The parcel is approved for development or ag.exempt	0	No agricultural exemption. No development orders for land development.
u.	2 Points - The parcel is zoned for intensive use.	0	Zoning is AG-2
v.	1 Point - Urban Land Use Category.	0	Future Land Use Map category is Rural (1 d.u./acre) and wetlands (1 d.u./20 acres)
TOTAL POINTS		28	