

**Lee County Board of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20021150**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the purchase of Parcel 197, located north of Daniels Parkway in Sections 24, Township 45 South, Range 24 East, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$390,710.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement; authorize payment of necessary fees and costs to close, authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

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

**WHAT ACTION ACCOMPLISHES:** The acquisition of one of the properties recommended by the Conservation Land Acquisition and Stewardship Advisory Committee and approved for acquisition on Blue Sheet No. 20020111 for Conservation 2020 Program.

**2. DEPARTMENTAL CATEGORY:** 06

**COMMISSION DISTRICT #:** 5

*ALA*

**3. MEETING DATE:**

*01-14-2003*

**4. AGENDA:**

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE
  - ORDINANCE 96-12
  - ADMIN.
  - OTHER Blue Sheet No. 20020111

**6. REQUESTOR OF INFORMATION**

- A. COMMISSIONER
  - B. DEPARTMENT *Independent*
  - C. DIVISION *County Lands*
  - BY: *Karen L. W. Forsyth, Director*
- 10-8-02*  
*KLF*

**7. BACKGROUND:**

The Division of County Lands has been authorized by the Board of County Commissioners to acquire certain properties recommended by the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC), for the Conservation 2020 Program. This acquisition consists of Parcel 197 further identified as STRAP Numbers 24-45-25-00-00001.0000 and 24-45-24-00-00001.0020. This +/- 68.81 acre parcel is located North of Daniels Parkway, approximately 1.5 miles east of the intersection of Daniels Parkway and I-75.

The original asking price was \$779,000.00, but through negotiations, the owner of Parcel 197, Gerard A. McHale, as Trustee under Agreement dated March 30, 1976, as modified under date of April 15, 1987 and Gerard A. McHale, as Trustee under Agreement dated May 1, 1981, has agreed to sell the subject parcel to the County for \$390,710. The Seller, at their expense, is to pay documentary stamps, title insurance, survey and real estate broker and attorney fees, if any. The County will be required to pay for the environmental audit, and recording fee for the deed.

In accordance with FS 125.355, one appraisal was obtained. A copy of the appraisal by David C. Vaughan, MAI, of Diversified Appraisal, Inc. is attached.

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

Funds are available in Account No. 20880030103.506110.30 (20 - Capital Projects, 8800 - Conservation 2020, 301 - Capital Improvements, 03 - Conservation 2020, 506110 - Land and Court Registry, 30 - Construction)

ATTACHMENTS: Purchase Agreement, Affidavit of Interest in Real Property, Title Report, Appraisal Cover Letter, Sales History, Property Appraisers Map, CLASAC Secondary Review Scores, and Blue Sheet No. 20020111.

**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>H. Forsyth</i>			<i>CAD 10/9</i>	<i>10-11-02</i>	OA <i>10-14-02</i>	OM <i>10/15</i>	RISK <i>10/15/02</i>	GC <i>10-14-02</i>	<i>BL</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED on 11-26-02 to 01-14-03
- OTHER

**Rec. by County**  
Date: *10/10/02*  
Time: *2:18 pm*  
**Forwarded To:**  
*ADMIN*  
*10-10-02 3:00*

RECEIVED BY  
COUNTY ADMIN. *EM*  
*10/11 4:25*  
COUNTY ADMIN.  
FORWARDED TO: *BL*  
*10/10 2:00*

This document prepared by  
Lee County Public Works  
County Lands Division  
Project: **Conservation Lands Program, Project 8800**  
Parcel: 197  
STRAP No.: 24-45-25-00-00001.0000 and 24-45-25-00-00001.0020

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 \_\_\_\_\_ day of \_\_\_\_\_, 2002 by and between **GERARD A. MCHALE, AS TRUSTEE UNDER AGREEMENT DATED MARCH 30, 1976, AS MODIFIED UNDER DATE OF APRIL 15, 1987 and GERARD A. MCHALE, AS TRUSTEE UNDER AGREEMENT DATED MAY 1, 1981**, hereinafter referred to as SELLER, whose address is 1601 Jackson Street, Suite 200, Fort Myers, Florida, 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 68.81 acres more or less, and located at Fort Myers, 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 **Three hundred ninety thousand, seven hundred ten and NO/100 Dollars (\$390,710.00)**, 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 \$390,710.00, from a title company acceptable to BUYER. Such commitment will be accompanied by one copy of all documents which constitute exceptions to the title commitment. Such commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

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

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

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
- (a) Recording fee for deed;
  - (b) Environmental Audit, (if desired by BUYER).

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

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

9. **SURVEY:** At least 30 days prior to closing, SELLER will obtain, at SELLER's expense, a boundary survey. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. If such survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents to the best of his knowledge and belief that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation and no hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants to the best of his knowledge and belief 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.

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

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties. SELLER agrees BUYER is entitled to an extension of the closing date upon written notice that sufficient Conservation 2020 funds will not be available on the stated closing date; BUYER agrees that this notice will advise as to the earliest date funds are anticipated to be available and include a suggested closing date that is as soon thereafter as is appropriate.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

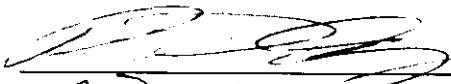
16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

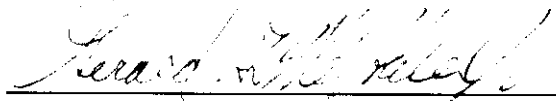
17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

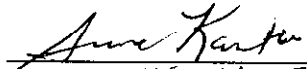
18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

**SELLER:**

  
\_\_\_\_\_  
R. DAVID ESTEY

  
\_\_\_\_\_  
Gerard A. McHale, Trustee (DATE)  
under agreement dated March 30,  
1976, as modified under date of  
April 15, 1987 and under  
agreement dated May 1, 1981

  
\_\_\_\_\_  
SUSANNE KANTOR

CHARLIE GREEN, CLERK

**BUYER:**

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

**SPECIAL CONDITIONS**

1. The purchase price of \$390,710.00 is based upon a stated acreage by SELLER of 68.81 acres (11.1 upland/57.71 wetland). 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 more or less than 68.81 acres the purchase price will be adjusted upwards or downwards accordingly at the agreed per acre price of \$30,000 per upland acre and \$1,000 per wetland 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 May 10, 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.

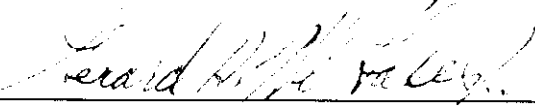
If SELLER fails to have the separate rights or leases released of record, or if the title commitment and owner's title insurance policy provided by SELLER excludes the separate rights or leases from coverage, as stipulated in Paragraph 8 of the Agreement, BUYER may elect to accept the property in its 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 removal of any waste piles, to include abandoned vehicles, farm machinery and equipment, or household appliances.

WITNESSES:

**SELLER:**

  
\_\_\_\_\_  
R. DAVID ESTAY

  
\_\_\_\_\_  
Gerard A. McHale, Trustee (DATE)  
under agreement dated March 30,  
1976, as modified under date of  
April 15, 1987 and under agreement  
dated May 1, 1981

  
\_\_\_\_\_  
SUSANNE KANTOR

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)



**Conservation Lands Program, Project 8800**

Parcel: 197

STRAP No.: 24-45-25-00-00001.0000 and 24-45-25-00-00001.0020

**EXHIBIT A**

The Northwest Quarter (NW 1/4), less the Easterly 1724 feet thereof and less right-of-way and easements, in Section 24, Township 45 South, Range 25 East, Lee County, Florida. Together with an access easement described in Official Records Book 2060, page 2389, of the Public Records of Lee County, Florida.

AND

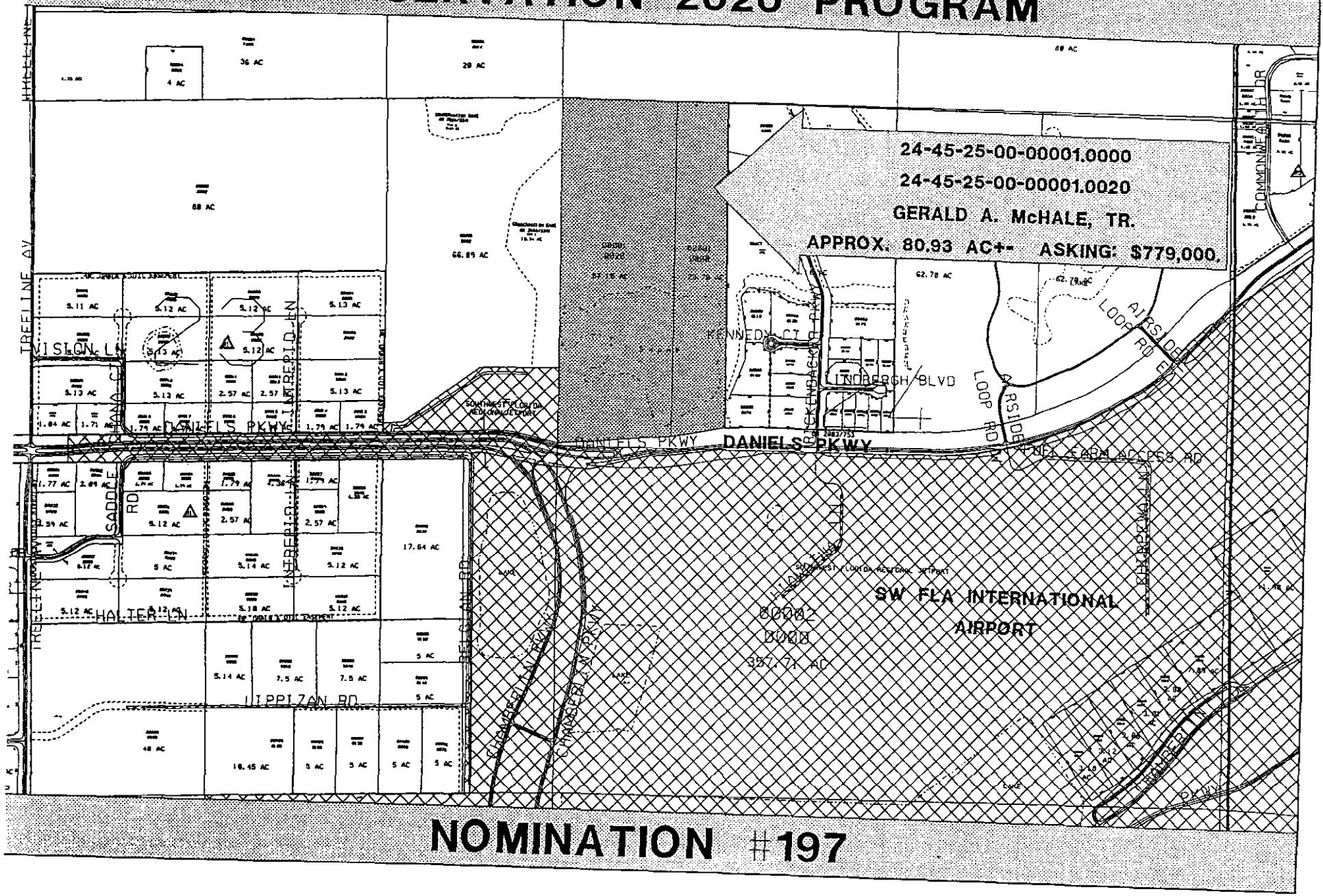
The Easterly 1724 feet of the Northwest Quarter (NW 1/4), less the East one-half of the Northwest Quarter and Less road right-of-way and easements, in Section 24, Township 45 South, Range 25 East, Lee County, Florida. Together with an access easement described in Official Records Book 2060, page 2389, of the Public Records of Lee County, Florida. Also together with an access easement across the Easterly 30 feet of the Southerly 400 feet of the W ½ of the Northwest Quarter (NW1/4) in Section 24, Township 45 South, Range 25 East, Lee County, Florida.

LESS AND EXCEPT

A tract of parcel of land, situated in the State of Florida, County of Lee. Being part of the NW 1/4 of Section 24, Township 45 South, Range 25 East, further bounded and described as follows:

Starting at the 6"x6" concrete monument at the NW corner of the aforesaid NW 1/4; thence S1°00'01"E along the West line of said NW 1/4 a distance of 1831.77 feet to the Point of Beginning; thence continue S1°00'01"E along said West line a distance of 810 feet; thence East along the South line of said NW 1/4 a distance of 1,509.93 feet; thence N1°02'57"W parallel with the East line of said NW 1/4 a distance of 400 feet; thence West parallel with the South line of the NW 1/4 a distance of 630 feet; thence N65°11'19"W a distance of 976.92 feet to the Point of Beginning. Containing 18 acres more or less. Subject to and access easement across the Easterly 30 feet of said parcel.

# CONSERVATION 2020 PROGRAM



**NOMINATION #197**

*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*



16 April 2002



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

Attention: Ms. Michele McNeil

RE: Job #040203 - Summary Appraisal Report of 70.81 Acres of  
Vacant Land Located Just North of Daniels  
Road, Fort Myers, Florida, Parcel 197,  
Conservation Lands Program, Project #8800

Dear Ms. McNeil:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 15 April 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 adheres to the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. Mr. David C. Vaughan has complied with the Appraisal Standards of

Lee County  
Page Two  
16 April 2002

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

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

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

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

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

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

Lee County  
Page Three  
16 April 2002

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

The appraisal is based on the property having a total of 68.81 acres of which 11.1 acres is upland area and 57.71 acres is wetland area. If the actual allocation of upland and wetland area differs from this amount or if the size differs, then my value estimate will change.

The subject property is appraised as of 15 April 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 15 April 2002, is:

**FOUR HUNDRED TWENTY THOUSAND DOLLARS. . . . . (\$420,000)**

Sincerely,



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

# 5-Year Sales History

Parcel No. 197

Conservation Lands Program, Project No. 8800

**NO SALES in PAST 5 YEARS**

S:\POOL\CONS2020\ACQUISIT\197\HISTORY.WPD

January 9, 2002

No Changes as of  
9-30-02 *SS*

**TITLE SEARCH LETTER**

**FILE NUMBER:** TC-F11758

**STRAP NUMBER:** 24-45-25-00 00001.0000

**TAX INFORMATION:**

General and special taxes and assessments required to be paid in the year 2002 and subsequent years, which are not yet due and payable. Strap # 24-45-25-00-00001.0000 . 2001 taxes are paid in the amount of \$4,167.41

Tri-County Title Insurance Agency, Inc. does hereby certify that it has searched the Public Records of Lee County, Florida, and that said Public Records appear as follows, to wit:

**OWNER(S) OF RECORD:** GERALD A. MCHALE, As Trustee under agreement dated March 30, 1976, as modified under date of April 15, 1987

**BY Fee Simple Deed, AS RECORDED IN Official Records Book 2634, Page 1074, of the Public Records of Lee County, Florida.**

**MORTGAGES:**

NONE

**LIENS:**

NONE

**ASSESSMENTS:**

NONE

**EASEMENTS & RESTRICTIONS:**

1. Subject to a reservation of 1/2 of oil, gas, and mineral rights by predecessor in title, as recorded in Official Records Book 359, Page 33, of the Public Records of Lee County, Florida.

2. Subject to a reservation of 1/2 of oil, gas, and mineral rights by predecessor in title, as recorded in Official Records Book 523, Page 238, of the Public Records of Lee County, Florida.

**EFFECTIVE DATE:** December 21, 2001 @ 8:00 am

This report, while believed to be correct, is necessarily based upon information obtained through the Index of Documents maintained by the Clerk of the Circuit Court and therefore is subject to any errors in such index. This company does not offer any opinion with regard to the validity of any of the recorded documents or the marketability of the title to this property. This report is confined and limited to showing the apparent owner of record and any liens or encumbrances shown in the Public Records of the county wherein the subject property is located.

BY: 

Dena E. Weygan/Charles R. Hannaway/Jeanette B. Goff  
TRI-COUNTY TITLE INSURANCE AGENCY, INC.

FILE NO: TC-F11768  
TITLE SEARCH LETTER

To the following described lands  
lying and being in Lee County, Florida:

Northwest Quarter (NW 1/4), less the Easterly 1724 feet thereof and less right-of-way and easements, in Section 24, Township 45 South, Range 25 East, Lee County, Florida.

TOGETHER WITH the access easement described in Official Records Book 2060, Page 2389, of the Public Records of Lee County, Florida.

PREPARED BY  
TRI COUNTY TITLE INSURANCE AGENCY, INC.  
8660 College Parkway, Suite 200  
Fort Myers, Florida 33919  
(941) 437-3144  
Fax (941) 437-3148

Our "TRI" stands for  
TRUST, RELIABILITY AND INTEGRITY



No change as of  
9/30/02  
[Signature]

January 9, 2002

TITLE SEARCH LETTER

FILE NUMBER: TC-F11768

STRAP NUMBER: 24-45-25-00-00001.0020

TAX INFORMATION:

General and special taxes and assessments required to be paid in the year 2002 and subsequent years, which are not yet due and payable. Strap # 24-45-25-00-00001.0020. 2001 taxes are paid in the amount of \$5,686.27.

Tr-County Title Insurance Agency, Inc. does hereby certify that it has searched the Public Records of Lee County, Florida, and that said Public Records appear as follows, to wit:

OWNER(S) OF RECORD: GERALD A. MCHALE, As Trustee under agreement dated May 1, 1981

BY Fee Simple Deed, AS RECORDED IN Official Records Book 2634, Page 1076, of the Public Records of Lee County, Florida.

MORTGAGES

1. Mortgage executed by GERALD A. MCHALE, JR., TRUSTEE Under Agreement dated May 1, 1981, in favor of MICHAEL C. SANDERS, TRUSTEE Under CRT dated December 30, 1994, as to an undivided 66-2/3 interest; and MICHAEL M. STRAYHORN, TRUSTEE of the Michael M. Strayhorn Money Purchase Pension Plan and Trust, as to an undivided 33-1/3 interest, to secure the original principal amount of \$150,000.00, dated November 6, 1996, recorded November 6, 1996, in Official Records Book 0783, of the Public Records of Lee County, Florida.

2. Mortgage executed by GERALD A. MCHALE, JR., Successor Trustee under Trust Agreement dated May 1, 1981, in favor of BRUCE S. ROGOW, P.A., a Florida Professional Association, to secure the original principal amount of \$15,000.00, dated June 15, 1998, recorded June 18, 1998, in Official Records Book 2974, Page 1360, of the Public Records of Lee County, Florida.

3. Mortgage executed by GERALD A. MCHALE, JR., Successor Trustee under Trust Agreement dated May 1, 1981, in favor of DUNCAN & TARDIF, P.A., a Florida Professional Association, to secure the original principal amount of \$8,000.00, dated June 15, 1998, recorded June 18, 1998, in Official Records Book 2974, Page 1368, of the Public Records of Lee County, Florida.

4. Mortgage executed by GERALD A. MCHALE, JR., Successor Trustee under Trust Agreement dated May 1, 1981, in favor of MACFARLANE, FERGUSON, & MCMULLLEN, Attorneys and Counselors at Law, to secure the original principal amount of \$5,000.00, dated June 15, 1998, recorded June 18, 1998, in Official Records Book 2974, Page 1376, of the Public Records of Lee County, Florida.

5. Mortgage executed by GERALD A. MCHALE, JR., Successor Trustee under Trust Agreement dated May 1, 1981, in favor of GERALD A. MCHALE, JR., Trust Agreement dated May 1, 1981, in favor of METHENY & ISLEY, P.A., a Florida Professional Association, to secure the original principal amount of \$2,500.00, dated June 15, 1998, recorded June 18, 1998, in Official Records Book 2974, Page 1392, of the Public Records of Lee County, Florida.

6. Mortgage executed by GERALD A. MCHALE, JR., Successor Trustee under Trust Agreement dated May 1, 1981, in favor of GERALD A. MCHALE, JR., AS TRUSTEE OF THE DANIELS 160 LAND TRUST U/T/D March 30, 1976, to secure the original principal amount of \$275,056.00, dated June 26, 2001, recorded August 16, 2001, in Official Records Book 3469, Page 1205, of the Public Records of Lee County, Florida.

7. Mortgage executed by GERALD A. MCHALE, JR., TRUSTEE OF THE DANIELS 55 LAND TRUST U/T/D May 1, 1981, in favor of GERALD A. MCHALE, JR., AS TRUSTEE OF THE DANIELS 160 LAND TRUST U/T/D March 30, 1976, to secure the original principal amount of \$275,056.00, dated June 26, 2001, recorded August 16, 2001, in Official Records Book 3469, Page 1205, of the Public Records of Lee County, Florida.

Page 2

**LIENS:**

NONE

**ASSESSMENTS:**

NONE

**EASEMENTS & RESTRICTIONS:**

1. Subject to an easement for advertising structures and supports, as described in Memorandum of Lease, as recorded in Official Records Book 2018, Page 795, of the Public Records of Lee County, Florida.
2. Subject to a reservation of 1/2 oil, gas, and mineral rights by predecessor in title, as recorded in Official Records Book 359, Page 33, of the Public Records of Lee County, Florida.
3. Subject to a reservation of 1/2 oil, gas, and mineral rights by predecessor in title, as recorded in Official Records Book 523, Page 238, of the Public Records of Lee County, Florida.

**EFFECTIVE DATE:** December 21, 2001 @ 8:00 am

This report, while believed to be correct, is necessarily based upon information obtained through the Index of Documents maintained by the Clerk of the Circuit Court and therefore is subject to any errors in such index. This company does not offer any opinion with regard to the validity of any of the recorded documents or the marketability of the title to this property. This report is confined and limited to showing the apparent owner of record and any liens or encumbrances shown in the Public Records of the county wherein the subject property is located.

BY: 

**Dena E. Weygant/Charles R. Hanraway/Jeanette B. Goff**  
**TRI-COUNTY TITLE INSURANCE AGENCY, INC.**

1972  
2020

FILE NO: TC-F11758  
TITLE SEARCH LETTER

To the following described lands  
lying and being in Lee County, Florida:

Easterly 1724 feet of the Northwest quarter, less the East one-half of the Northwest quarter and less Road right-of-way and easements, in Section 24, Township 45 South, Range 25 East, Lee County, Florida.

TOGETHER WITH the access easement described in Official Records Book 2060, Page 2389, of the Public Records of Lee County, Florida.

PREPARED BY  
TRI COUNTY TITLE INSURANCE AGENCY, INC.  
8660 College Parkway, Suite 200  
Fort Myers, Florida 33919  
(941) 437-3144  
Fax (941) 437-3148

Our "TRI" stands for  
TRUST, RELIABILITY AND INTEGRITY

Parcel: 197  
 STRAP: 24-45-25-00-00001.0000  
 24-45-25-00-00001.0020  
 Project: Conservation Lands Program, Project 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 7<sup>th</sup> day of October, 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:

**Gerard A. McHale, Jr., Trustee as Trustee under agreement dated May 1, 1981**

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

1. See Attached Exhibit B
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

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

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered in our presences:

[Signature]  
 Witness Signature

R. David Isley  
 Printed Name

[Signature]  
 Witness Signature

SUSANNE KANTOR  
 Printed Name

[Signature]  
 Signature of Affiant

Gerard A. McHale, Jr. Trustee  
 Printed Name

Affidavit of Interest in Real Property

Parcel: 197  
STRAP: 24-45-25-00-00001.0000  
24-45-25-00-00001.0020

Project: Conservation Lands Program, Project 8800

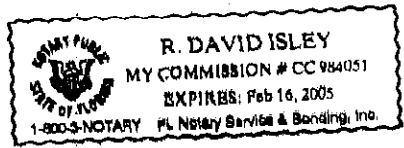
STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 7<sup>th</sup> day of October, 2002 by Gerard A. McHale, Jr., Trustee  
(name of person acknowledged)

[Signature]  
(Notary Signature)

(SEAL)



R. David Isley  
(Print, type or stamp name of Notary)

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

EXHIBIT "B"  
DANIELS 55 LAND TRUST  
BENEFICIARY LIST

ARTHUR J. PETERSON TRUSTEE  
RETIREMENT PLAN  
517 4TH STREET  
WILMETTE, IL 60091

NACHUM RAPHAELI MD  
1326 RIVER RIDGE DRIVE  
VERO BEACH, FL 32963

VERNON L. & EVANGELINE O. DENNIS  
REVOCABLE TRUST  
#20 903 109TH STREET  
EDMONTON, ALBERTA  
T6J6R1 CANADA

PAUL R. LARSON MD  
6017 NORTH LOUISE  
CHICAGO, IL 60646

NORMAN OLSEN, MD &  
DYANA L. OLSEN  
313 MURPHY LAKE LANE  
PARK RIDGE, IL. 60068

CECIL C. BEEHLER, MD  
5546 SHADDELEE LANE, W  
FORT MYERS, FL. 33919

FRANK J. KONICEK, MD  
455 OAK KNOLL ROAD  
BARRINGTON HILLS, IL 60010

H. QUILLIAN JONES JR. MD  
2154 CRYSTAL DR  
FORT MYERS, FL. 33907

RICHARD H. DAVIS MD.  
8540 COLLEGE PARKWAY  
FORT MYERS, FL. 33919

ROBERT E. GERSON, MD, IRA  
8192 COLLEGE PARKWAY SUITE #6  
FORT MYERS, FL 33919

WADE GARNER MD  
108 N. LOST LAKE LANE

CASSELBERRY, FL. 32707

DOUGLAS S. MCCALL, MD  
110 Ponce De Leon Blvd.  
ISLAMORADA FL. 33036

GREGORY T. WROBEL  
4602 TRAILS DRIVE  
SARASOTA, FL 34232

BANK OF AMERICA  
C/O LARRY ROSS  
100 N. TAMPA ST. SUITE 1700  
TAMPA, FL 33602

GAYLORD EDVENSON, MD  
6312 N. KILDARE Ave.  
CHICAGO, IL. 60646-4521

FRANCIS L. HOWINGTON MD  
1287 CLEBURNE DRIVE  
FORT MYERS, FL. 33919

Maurice E. MATTINGLY, JR., MD  
13600 BRYNWOOD LANE  
FORT MYERS, FL 33912

JOSEPH T. DONALDSON, JR., MD  
2330 LASALLE AVE., SE.  
FORT MYERS, FL 33907

CHARLES P. SHOOK III  
21 BARKLEY CIRCLE  
FORT MYERS, FL 33907

Parcel: 197  
 STRAP: 24-45-25-00-00001.0000  
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**Gerard A. McHale, Jr., Trustee as Trustee under agreement dated May 1, 1981**

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

1. See Attached Exhibit B
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

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

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
 in our presences:

[Signature]  
 Witness Signature

David Isley  
 Printed Name

[Signature]  
 Signature of Affiant

Gerard A. McHale, Jr. Trustee  
 Printed Name

[Signature]  
 Witness Signature

SUSANNE KANTOR  
 Printed Name



Affidavit of Interest in Real Property

Parcel: 197

STRAP: 24-45-25-00-00001.0000

24-45-25-00-00001.0020

Project: Conservation Lands Program, Project 8800

STATE OF Florida

COUNTY OF Lee

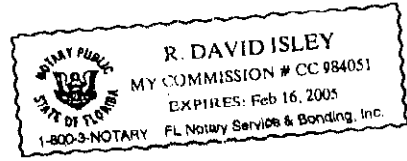
SWORN TO AND SUBSCRIBED before me this 7<sup>th</sup> day of October, 2002 by \_\_\_\_\_

Gerard A. McHale, Jr., Trustee

(name of person acknowledged)

(Notary Signature)

(SEAL)



R. David Isley

(Print, type or stamp name of Notary)

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

EXHIBIT A

The Northwest Quarter (NW 1/4), less the Easterly 1724 feet thereof and less right-of-way and easements, in Section 24, Township 45 South, Range 25 East, Lee County, Florida. Together with an access easement described in Official Records Book 2060, page 2389, of the Public Records of Lee County, Florida.

AND

The Easterly 1724 feet of the Northwest Quarter (NW 1/4), less the East one-half of the Northwest Quarter and Less road right-of-way and easements, in Section 24, Township 45 South, Range 25 East, Lee County, Florida. Together with an access easement described in Official Records Book 2060, page 2389, of the Public Records of Lee County, Florida.

LESS AND EXCEPT

A tract of parcel of land, situated in the State of Florida, County of Lee. Being part of the NW 1/4 of Section 24, Township 45 South, Range 25 East, further bounded and described as follows:

Starting at the 6"x6" concrete monument at the NW corner of the aforesaid NW 1/4; thence S1°00'01"E along the West line of said NW 1/4 a distance of 1831.77 feet to the Point of Beginning; thence continue S1°00'01"E along said West line a distance of 810 feet; thence East along the South line of said NW 1/4 a distance of 1,509.93 feet; thence N1°02'57"W parallel with the East line of said NW 1/4 a distance of 400 feet; thence West parallel with the South line of the NW 1/4 a distance of 630 feet; thence N65°11'19"W a distance of 976.92 feet to the Point of Beginning. Containing 18 acres more or less.

EXHIBIT "B"  
DANIELS 160 LAND TRUST  
BENEFICIARY LIST

ARTHUR J. PETERSON MD  
S.C. RETIREMENT PLAN AND TRUST  
517 4TH STREET  
WILMETTE, IL 60091

NORMAN OLSEN, M.D., IRA  
313 MURPHY LAKE LANE  
PARK RIDGE, IL 60068

CECIL C. BEEHLER IRA  
5548 SHADDELEE LANDE, W  
FORT MYERS, FL 33919

FRANK J. KONICEK, MD  
455 OAK KNOLL RD.  
BARRINGTON, IL 60010

H. QUILLIAN JONES, JR. MD PA  
EMPLOYEES PENSION TRUST  
2154 CRYSTAL DR.  
FORT MYERS, FL 33907

SOUTHWEST HEART GROUP, P.A.  
EMPLOYEE PROFIT SHARING PLAN FBO  
RICHARD H. DAVIS, M.D.  
8540 COLLEGE PARKWAY  
FORT MYERS, FL. 33919

ROBERT E. GERSON MD, IRA  
8192 COLLEGE PARKWAY, SUITE #6  
FORT MYERS, FL. 33919

ROGER D. SCOTT MD  
PENSION AND PROFIT SHARING PLAN  
12530-B NEW BRITANNY BLVD.  
FORT MYERS, FL. 33907

CHARLES P. SHOOK, MD, PA  
PENSION PLAN  
21 BARKLEY CIRCLE  
FORT MYERS, FL. 33907

GAYLORD M. EDVENSON  
6312 N. KILDARE Ave.  
CHICAGO, IL. 60646-4521

FRANCIS HOWINGTON MD  
1287 CLEBURNE DRIVE  
FORT MYERS, FL. 33919

Maurice E. MATTINGLY, Jr. MD  
13600 BRYNWOOD LANE  
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JOSEPH T. DONALDSON, JR. MD  
2330 LASALLE AVE. SE.  
FORT MYERS, FL 33907

VERNON L. & EVANGELINE O. DENNIS  
REVOCABLE TRUST  
# 20 903 109th STREET  
EDMONTON, ALBERTA  
T6J6R1 CANADA

NACHIN RAPHAELI, MD  
DEFINED PENSION PLAN & TRUST  
1326 RIVER RIDGE DRIVE  
VERO BEACH, FL 32963

ASSOCIATES IN ORTHOPEDICS  
PROFIT SHARING PLAN  
FBO GERALD C. WROBEL  
c/o GREG WROBEL  
4602 Trails Drive  
SARASOTA, FL 34232

and WADE GARNER, M.D. IRA  
108 N. LOST LAKE LANE  
CASSELBERRY, FL 32707

DOUGLAS S. MCCALL, M.D., IRA  
110 PONCE DE LEON BLVD.  
ISLAMORADA, FL 33036

**SECONDARY REVIEW  
NOMINATION 197**

CRITERIA			SCORE		COMMENTS
<b>A. SIZE AND CONTIGUITY</b>					
	<b>1.</b>	<b>Size of Property</b>			
	a.	≥ 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	1	Approx. 72 acres of this 81-acre site are nominated to the Conservation 2020 Program. The portion of the property that is zoned "CT" (approx. 9 acres) is excluded.
	g.	< 50 acres	0		
	<b>2.</b>	<b>Contiguous to:</b>			
	a.	Coastal waters and other sov. submerged lands	4	0	
	b.	Existing preserve area, c.e., wma or refuge	4	4	Contiguous to approx. 17-acre Conservation Easement
	c.	Preserve areas officially proposed for acquisition	2	0	
<b>B. HABITAT FOR PLANTS AND ANIMALS</b>					
	<b>1.</b>	<b>Native Plant Cover</b>			
	a.	≥ 75 % of the property has native plant cover	8	8	Exotic infestation is limited to a small stand of melaleuca and sporadic melaleuca and Brazilain pepper in the abandoned pasture.
	b.	50% to < 75% has native plant cover	4		
	c.	25% to <50% has native plant cover	2		
	d.	< 25% has native plant cover	0		
	<b>2.</b>	<b>Significant for wide-ranging species</b>			
		Panther Habitat, wetlands, ponds, grass lands, etc.	2	2	Cypress slough provides habitat for wading birds. Migratory and wide ranging species such as tree swallows, kingfisher, pine siskins and woodstork were sighted on the property.
	<b>3.</b>	<b>Rare and Unique Uplands</b>			
	a.	Scrub, hammock, old growth pine	2	0	
	b.	Mature, second growth pine flatwood	1	0	
	<b>4.</b>	<b>Diversity</b>			
	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	Cypress slough and open water pond.

**SECONDARY REVIEW  
NOMINATION 197**

<b>C. SIGNIFICANCE FOR WATER RESOURCES</b>						<b>COMMENTS</b>
	<b>1.</b>	<b>Serves or can serve as flow-way.</b>				
		Site contains a primary flow-way, creek, river, wetland corridor, large contributing watershed; possibly identified in the Lee County Surface Water Master Plan, South Lee County Study, or by staff	4	4		Wetland flow-way corridor to Six Mile Cypress
		a.				
		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			
		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		Mostly natural condition
	<b>2.</b>	<b>Strategic to Flood Management</b>				
		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			
		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		Located at headwater of system, limited drainage area for flood control
		d. Small watershed, minimal flooding	1			
		e. No significant flood issues	0			
	<b>3.</b>	<b>Protect a water supply source.</b>				
		a. Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamiami Aquifer and also within area of current or proposed wellfield development	2			
		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		No significant water supply source
	<b>4.</b>	<b>Offset Damage to or Enhance Water Quality.</b>				
		a. Presence of wetland, retention, or lake that is currently providing water quality benefits	2	2		Wetlands provide water quality enhancement
		b. Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1			
		c. No existing or potential water quality benefits	0			

**SECONDARY REVIEW  
NOMINATION 197**

<b>D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE</b>					<b>COMMENTS</b>
<b>1.</b>	<b>Good Access for Public Use and Land Management</b>				
	Parcel can be accessed from a freeway, expressway, arterial street, or major collector	<b>3</b>			
	Parcel can be accessed from a minor collector or local street	<b>2</b>			
	Parcel can be accessed from a privately-maintained road that is dedicated for public use	<b>1</b>			
	Parcel can only be accessed by a private road or does not have physical or legal access	<b>0</b>	<b>0</b>		Legal access is available by easement off of Rickenbacker Pkwy. Easement is undeveloped at present and is possibly partially located across wetlands. Rickenbacker is a privately-maintained street of the Airport Commerce Center subdivision.
<b>2.</b>	<b>Recreation/Eco-Tourism Potential</b>				
	Score depends upon the variety or uniqueness of potential public uses. Examples of appropriate public uses include paddling sports, fishing, hiking, equestrian, mountain biking, photography, nature study, and environmental education	<b>0-2</b>	<b>0</b>		Probably limited to research/environmental education.
<b>3.</b>	<b>Land Manageability</b>				
	75% or greater of the perimeter of site is surrounded by low impact land uses	<b>3</b>	<b>3</b>		Surrounding future land uses are Airport Commerce and Airport. Large cypress systems buffer three sides of the property. The Commercial Tourist zoning would likely permit a hotel or similar non-intrusive commercial use.
	50%-75% of the perimeter of site is surrounded by low impact land uses	<b>2</b>			
	25%-50% of the perimeter of site is surrounded by low impact land uses	<b>1</b>			
	Less than 25% of the perimeter of the site is surrounded by low impact land uses	<b>0</b>			
<b>4.</b>	<b>Development Status (Maximum 4 points)</b>				
<b>a.</b>	The Parcel is Approved for Development or is Exempt from Clearing Regulations	<b>4</b>	<b>0</b>		DSO 87-08-005.00D has expired.
<b>b.</b>	The Parcel is Zoned for Intensive Use	<b>2</b>	<b>2</b>		Nominated portions are zoned IL (light industrial) and AG-2 (wetland)
<b>c.</b>	Future Land Use Map: Intensive Land Use Category	<b>1</b>	<b>1</b>		Airport Commerce and Wetland
<b>TOTAL POINTS</b>			<b>30</b>		
<b>COMMENTS:</b> Owner is excluding approximately 9 acres that front on Daniels Parkway and are zoned CT. All other uplands have previously been cleared for pasture and are reverting to wax myrtles and immature slash pines.					
<b>RECOMMENDATION:</b> Pursue for acquisition subject to passable, physical access being provided to Daniels Parkway and from Rickenbacker Rd.					

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

**Blue Sheet No. 20020111**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the recommendation of the Conservation Lands Acquisition and Stewardship Advisory Committee to pursue the acquisition of five properties totaling approximately 2,883 acres in various locations throughout the County. Authorize the Division of County Lands to begin the acquisition process for the properties known as Conservation 2020 Nominations 194, 196, 197, 198, and 200.

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

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

**2. DEPARTMENTAL CATEGORY:** 06

**COMMISSION DISTRICT #:** 4 and 5

*C6C*

**3. MEETING DATE:**

*02-19-2002*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE
- ORDINANCE 96-12
- ADMIN.
- OTHER

**6. REQUESTOR OF INFORMATION**

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

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

CLASAC recommends that Conservation 2020 Nominations 194, 196, 197, 198, and 200 be pursued for acquisition subject to any limitations or requirements described in the secondary review recommendations (attached). Preliminary title research has been completed on all of the parcels, and no substantial title problems were found. There are no conflicts with DOT transportation plans. CLASAC recommends that the Board recognize that the Port Authority may need a portion or portions of Nomination 200 to relocate FPL easement(s) and for Runway 24L overflight rights. CLASAC recommends that the Authority be required to reimburse the Conservation 2020 acquisition fund, or successor program, for those rights.

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

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

**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>	N/A	N/A	N/A	<i>Admin 3/7/02</i>	OA <i>2/15/02</i>	OM <i>2/15/02</i>	RISK <i>2/14/02</i>	GC <i>2/14/02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
by CO. ATTY.  
*2/10/02*  
*2:30 PM*  
CO. ATTY.  
FORWARDED TO:  
*Admin*  
*2/10/02 2:20 PM*

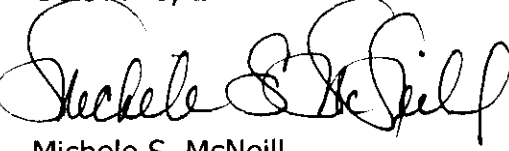
RECEIVED BY  
COUNTY ADMIN.  
*2/10/02*  
*3:20 PM*  
COUNTY ADMIN.  
FORWARDED TO:  
*2/10 8:30*



**MEMORANDUM**  
**FROM**  
**COUNTY LANDS**

**DATE:** October 8, 2002

**To:** Shirley Carney  
Division of Public Resources

**FROM:**   
Michele S. McNeill  
Property Acquisition Agent

**RE: PLACING ADVERTISEMENT IN THE NEWS-PRESS**

County Lands has negotiated the purchase of a tract of land, subject to BOCC approval, for the Conservation 2020 Land Acquisition Program, Project Number 8800. This acquisition was negotiated pursuant to Florida Statute 125.355 (confidentiality of records procedure).

The Statute requires that public notice of the item occur at least 30 days prior to the BOCC meeting. This item will be placed on the Administrative Agenda for the BOCC meeting of November 26, 2002. Please advertise in the local News-Press at least 30 days prior to that date.

The property is identified as Parcel 197 of the Conservation 2020 Land Acquisition Program, STRAP Number(s) 24-45-25-00-00001.0000 and 24-45-25-00-00001.0020. The property owner is Gerard A. McHale, Trustee.

Please forward a copy of the legal notice, and advise when you will need a copy of the purchase agreement for public inquiries.

If you have any questions, please contact me at extension 8745.

Thank you for your assistance.

cc: Karen Forsyth, County Lands Director

**From:** Robert Clemens  
**To:** Geren, Patricia  
**Date:** 11/25/02 3:16PM  
**Subject:** BoCC Administrative Item 6A -Meeting date of November 26, 2002.

Please defer this item until January 14, 2003. The required public notice for this item did not occur.

If you have any questions regarding this matter, please contact me.

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**CC:** Forsyth, Karen; McNeill, Michele