

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

**Blue Sheet No. 20030109**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the purchase of Parcel 216, located West of I-75 and north of Daniels Parkway in Section 10, Township 45 South, Range 25 East, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$947,100.00 (\$22,000 per surveyed acre), 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. 20020808 for Conservation 2020 Program.

**2. DEPARTMENTAL CATEGORY:**

**COMMISSION DISTRICT #:**

*A6A*

**3. MEETING DATE:**

*03-11-2003*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**

*(Specify)*

- STATUTE
- ORDINANCE *96-12*
- ADMIN.
- OTHER *Blue Sheet No. 20020808*

**6. REQUESTOR OF INFORMATION**

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

**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 the southerly property of Parcel 216 further identified as STRAP Number 10-45-25-00-00006.1000. This +/- 43.05 acre parcel is located west of I-75, north of Daniels Parkway, on Morgan Hill Road. The owner originally nominated two non-contiguous properties under one nomination. Negotiations for the purchase of the North property were at an impasse. Staff requested CLASAC provide their recommendation to pursue acquisition of only the South property. CLASAC approved the recommendation at their January 16, 2003 meeting.

The original asking price for the Southerly property was \$1,119,300.00, but through negotiations, the owner of Parcel 216, Terry Terlep, Trustee, has agreed to sell the subject parcel to the County for \$947,100.00 (\$22,000 per surveyed acre). The Seller, at their expense, is to pay documentary stamps, title insurance, survey and real estate broker and attorney fees, if any. The Seller will also be contributing \$1,200 per acre for removal of exotic vegetation. The County will be required to pay for the environmental audit, and recording fee for the deed. The Division of Parks and Recreation will be contributing \$100,000 toward acquisition costs from the Six Mile Cypress Preserve Project No. 1678

In accordance with FS 125.355, two appraisals were obtained. A copy of the appraisal by C. William Carlson, MAI, SRA of Carlson, Norris & Associates, Inc. and a copy of the appraisal by William E. Stewart, Jr., MAI 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) AND Account No.20167830100.506110 ( 20 - Capital Projects, 1678 - Six Mile Cypress Preserve Acquisition, 30100 - Capital Improvements Fund, 506110 - Land and Court Registry)

ATTACHMENTS: Purchase Agreement, Affidavit of Interest in Real Property, Title Report, Appraisal Cover Letters, Sales History, Property Appraisers Map, CLASAC Secondary Review Scores, and Blue Sheet No. 20020808.

**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>N/A</i>	<i>N/A</i>	<i>APD</i>	<i>John Reedman 1-29-03</i>	<i>OA</i>	<i>OM</i>	<i>RISK</i>	<i>GC</i>	<i>[Signature]</i>
					<i>1-29-03</i>	<i>1/30/03</i>	<i>1/29/03</i>	<i>1/29/03</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
 Date: *1/28/03*  
 Time: *1:40 PM*  
 Forwarded To:  
*CO. ADM.*  
*1/29/03 4 PM*

**RECEIVED BY**  
 COUNTY ADMIN. *EW*  
*1/29 4:30*  
 COUNTY ADMIN.  
 FORWARDED TO: *BH*  
*1/30 2:00*

This document prepared by  
Lee County Public Works  
County Lands Division  
Project: **Conservation Lands Program, Project 8800**  
Parcel: 216 (South Parcel)  
STRAP No.: 10-45-25-00-00006.1000

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 23 day of Jan, 2003 by and between **TERRY TERLEP Individually and as Trustee**, hereinafter referred to as SELLER, whose address is 13801 River Road, Fort Myers, FL 33905, 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 43.05 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 **Nine hundred forty seven thousand One Hundred and No/100 Dollars (\$947,100.00)**, 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 \$947,100.00, 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 that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities which have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity which could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of any release of hazardous materials onto or into the Property.

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

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 120 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.

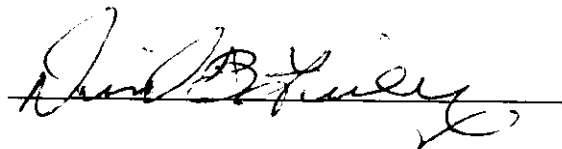
15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

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.

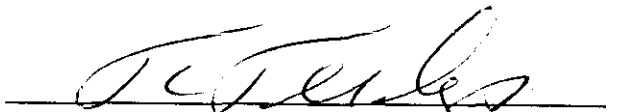
17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

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

WITNESSES:

  
\_\_\_\_\_

**SELLER:**

  
\_\_\_\_\_  
Terry Terlep, Individually and as Trustee

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 \$947,100.00 is based upon a stated acreage by SELLER of 43.05 acres. Said acreage shall be verified by the boundary survey obtained by SELLER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than 43 acres the purchase price will be adjusted downwards accordingly at the agreed per acre price of \$22,000/acre. *or more* *adjusted* *RT* *RT*
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 November 27, 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 BUYERS 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.
5. SELLER, at closing will contribute One Thousand Two Hundred Dollars (\$1,200.00) per acre for removal of exotic vegetation.
6. All leases and agreements to occupy or use subject property are to be canceled and tenants personal property removed prior to closing.

WITNESSES :

SELLER :

*[Handwritten Signature]*  
\_\_\_\_\_

*[Handwritten Signature]*  
Terry Terlep, Individually and as Trustee

CHARLIE GREEN, CLERK

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

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

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

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

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



## Exhibit A

### Parcel 1

The South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 10, Township 45 South, Range 25 East, Lee County, Florida. AND The South 1059.04 feet of the Southeast  $\frac{1}{4}$  of Section 10, Township 45 South, Range 25 East, Lee County, Florida, lying West of Interstate 75.

Parcel: 216  
STRAP: 10-45-25-00-00006.1000 ✓  
~~10-45-25-00-00006.2000~~

Project: Conservation Lands Program, Project 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

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

13801 RIVER ROAD

Terry Terlep, Trustee, whose address is ~~11124 State Road 80~~, Fort Myers, FL 33905

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

- 30% 1. TERRY L TERLEP 13801 RIVER Rd FT MYERS FL 33905
- 20% 2. TL TERLEP DEFINED BENEFIT TRUST 13801 RIVER Rd FT MYERS 33905
- 5% 3. ARTHUR KAUFMAN 88 Cole Rd WHITEHOUSE STATION, NJ 08889
- 5% 4. GARY RICH 7810 SW 118<sup>th</sup> St Miami, FL 33156
- 10% 5. NORMAN UMPHENOUR PO Box 823 VERSAILLES, KY
- 10% 6. PATRICIA COLEMAN 8 SPUR WAY POUGHKEEPSIE, NY 12603

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:

David B. Finley  
Witness Signature

David B. Finley  
Printed Name

Cheryl Williams  
Witness Signature

Cheryl Williams  
Printed Name

Terry Terlep  
Signature of Affiant

Terry Terlep, Trustee  
Printed Name

Parcel: 216  
STRAP: 10-45-25-00-00006.1000  
~~10-45-25-00-00006.2000~~  
Project: Conservation Lands Program, Project 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

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

**Terry Terlep, Trustee, whose address is 11131 State Road 80, Fort Myers, FL 33905**

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

100% 7 MAUREEN ROMEY COLBURN DRIVE EXTENSION Poughkeepsie NY 12603  
100% 8 KATHLEEN M. KENNY 28 THORNWOOD DRIVE Poughkeepsie NY 12603

- 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 B. Binkley  
Printed Name

Cheryl Williams  
Witness Signature

Cheryl Williams  
Printed Name

[Signature]  
Signature of Affiant

Terry Terlep, Trustee  
Printed Name

Affidavit of Interest in Real Property

Parcel: 216

STRAP: 10-45-25-00-00006.1000

~~10-45-25-00-00006.2000~~

Project: Conservation Lands Program, Project 8800

STATE OF FL

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 23<sup>RD</sup> day of January, 2002 by 3

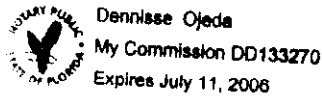
Terry Terlep, Trustee

(name of person acknowledged)

[Handwritten Signature]  
(Notary Signature)

(SEAL)

Dennisse Ojeda  
(Print, type or stamp name of Notary)



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

## Exhibit A

### Parcel 1

The South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 10, Township 45 South, Range 25 East, Lee County, Florida. AND The South 1059.04 feet of the Southeast  $\frac{1}{4}$  of Section 10, Township 45 South, Range 25 East, Lee County, Florida, lying West of Interstate 75.

# Chicago Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: F12151

Commitment Number: F12151

### Schedule A



Effective Date: **May 22, 2002 at 08:00:00 AM**

*No changes as of 1/9/03*

- | 1. Policy or Policies to be issued:                              | Policy Amount |
|--|---------------|
| X ALTA Owner's Policy - 1992 (Owner's Form)<br>Proposed Insured: | <b>TBD</b>    |

**LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

ALTA Loan Policy - 1992 (Lender's Form)  
Proposed Insured:

2. Fee Simple interest in the land described in this commitment is owned, at the Commitment Date,  
By:

**TERRY TERLEP, AS TRUSTEE**

3. The land referred to in this Commitment is located in the County of Lee, State of Florida and described as follows:

**See Attached Schedule A Continuation for Legal Description**

Issued Date: **June 10, 2002**

**Tri-County Title Insurance Agency, Inc.** as issuing agent for  
**Chicago Title Insurance Company**

# Chicago Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: F12151

Commitment Number: F12151

### Schedule A, Continuation Page

#### PARCEL 1

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 45 South, Range 25 East, Lee County, Florida.

AND

The South 1059.04 feet of the Southeast 1/4 of Section 10, Township 45 South, Range 25 East, Lee County, Florida, lying West of Interstate 75, ~~also the South 1617.50 feet of the Southeast 1/4 of said Section 10, lying East of I-75.~~

#### ~~PARCEL 2~~

~~The Southeast 1/4 of Section 10, Township 45 South, Range 25 East, less the South 1617.50 feet thereof, and less the Right-of-Way for I-75, Lee County, Florida.~~

# Chicago Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: F12151

Commitment Number: F12151

### Schedule B-I

Part I. The following are the requirements to be complied with

1. Payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all taxes and/or assessments, levied and assessed against property, which are due and payable.
3. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to wit:
  - a. Warranty Deed to be executed by TERRY TERLEP, individually and as Trustee, joined by Grantor's spouse, if married, or reciting that subject property is not Grantor's homestead, to LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, conveying subject property as described in Schedule "A".



# Chicago Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: F12151

Commitment Number: F12151

### Schedule B-II

Part II. Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public record of attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claim of parties in possession not shown by the public records.
3. Easements, or claim of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any liens, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
7. Any titles or rights asserted by anyone including but not limited to persons, corporations, governments or other entities, to tide lands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government or water rights, if any.
8. Taxes or special assessment not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
9. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
10. Any minerals or mineral rights leased, granted or retained by current or prior owner.

~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
KF. Special Exceptions:

11. Taxes for the year 2002, which are not yet due and payable.

See attached Schedule B-II continued

# Chicago Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: F12151

Commitment Number: F12151

### Schedule B-II continued

12. 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 #10-45-25-00-00006.1000. 2001 taxes are paid in the amount of \$52.71.(Parcel 1)  
Strap #10-45-25-00-00006.2000. 2001 taxes are paid in the amount of \$15.84.(Parcel 2)
13. Mandatory Garbage Collection Assessment Ordinance 86-14 in favor of Lee County, Florida, recorded in Official Records Book 2189, Page 3281 and as amended in that certain Ordinance recorded in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida.  
(Parcel 1 & 2)
14. Covenants, conditions, and restrictions contained in that certain instrument, as recorded in Official Records Book 1271, Page 2026, of the Public Records of Lee County, Florida.  
(Parcel 1)
15. Easement attached by addendum to Warranty Deed, as recorded in Official Records Book 1622, Page 1460, of the Public Records of Lee County, Florida.
16. Grant of Easement, as recorded in Official Records Book 1749, Page 4061, of the Public Records of Lee County, Florida.  
(Parcels 1 & 2)
17. Agreement for Grant of Easement, as recorded in Official Records Book 1749, Page 4065, of the Public Records of Lee County, Florida.  
(Parcels 1 & 2)
18. Easement for ingress and egress, as recorded in Official Records Book 1774, Page 1135, of the Public Records of Lee County, Florida.  
(Parcels 1 & 2)
19. Notices of Clearing, as recorded in Official Records Book 2079, Page 4720, and Official Records Book 2079, Page 4722, of the Public Records of Lee County, Florida.  
(Parcels 1 & 2)
20. Easement agreement, as recorded in Official Records Book 1751, Page 4221, of the Public Records of Lee County, Florida.  
(Parcel 2)

# Chicago Title Insurance Company

## ALTA COMMITMENT

Agent's File Number: F12151

Commitment Number: F12151

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

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

Twenty year name search of TERRY TERLEP and LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA included in this report.

**STAFF REVIEW**

11-7-02  
**Date**

**COMPLETE APPRAISAL - SUMMARY REPORT**

**RECEIVED**  
OCT 01 2002  
**COUNTY LANDS**

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

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

**CLIENT:**

Lee County, Southwest Florida  
Office of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398  
Attn: Robert G. Clemens  
Acquisition Property Manager

**APPRAISERS:**

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

**SUBJECT:**

Nomination #: 216, Project 8800, Conservation Lands Program. This property consists of two distinct parcels, one containing approximately 43.05 acres and one 36.12 acres, Lee County, Florida.

LEGAL DESCRIPTION:

A detailed legal description of the subject parcels is included as an attachment to this appraisal. It should be noted that Parcel 1 is identified in this legal description as the 43.05 acre parcel and Parcel 2 as the 36.12 acre parcel. These parcels will be identified as Parcel 1 and Parcel 2 for the remainder of this appraisal.

In reviewing the legal description provided by my client, it appears that the legal description may include a portion of land east of I-75, which was verbally excluded from this appraisal by my client and is not included. This appraisal only includes that portion of the property described located west of I-75.

INTEREST VALUED:

Fee Simple

EFFECTIVE DATE OF VALUE:

September 25, 2002

DATE OF INSPECTION:

September 25, 2002

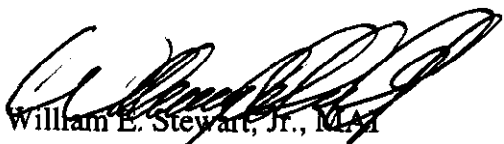
DATE OF REPORT:

September 30, 2002

MARKET VALUE ESTIMATE:

Parcel 1-\$904,000  
~~Parcel 2-\$904,000~~

STEWART & COMPANY



William E. Stewart, Jr., MAI

State-Certified General Appraiser 0000233

# 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

October 17, 2002

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

Re: 43.05 Acres Vacant Land  
Strap Number: 10-45-25-00-00006.1000 and  
36.12 Acres Vacant Land  
Strap Number: 10-45-25-00-00006.2000  
Conservation Land Program, Parcel 216  
Project Number: 8800  
Fort Myers, Florida 33912

Dear Mr. Clemens:

In accordance with your request, we have inspected of the above referenced sites. The southerly site consists of an irregularly shaped parcel containing a total of some 43.05 acres of land area, more or less located in Section 10, Township 45 South, Range 25 East, Lee County, Florida. The property is more exactly located along the westerly side of Interstate 75 at the easterly terminus of Penzance Boulevard.

The northerly parcel is a rectangularly shaped site containing a total of 36.12 acres of land area, more or less located along the westerly right of way line of Interstate 75 approximately one quarter mile north of the intersection of Penzance Boulevard and Morgan Hill Road. The site is located some 660 feet to the east of Morgan Hill Road with no frontage on a known roadway with no known legal access. For the purposes of this analysis this site is assumed to have limited legal access.

Both parcels are currently in a vacant unimproved state with the southerly parcel having a large rectangular lake located in the central portion of the site.

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

This analysis has utilized the most current market value definition which is contained within the attached appraisal. The properties were last physically inspected on October 8, 2002.

For the purposes of the valuation of the subject properties, we have been asked to value the sites as they existed as of the last date of a physical inspection of the same.

Mr. Robert Clemens  
October 17, 2002  
Page 2

Based on market conditions existing as of the effective date of appraisal, and in consideration of the southerly site as it existed on this date, it is our opinion the property warranted a market value in fee simple ownership as of October 8, 2002 of:

**ONE MILLION SEVENTY FIVE THOUSAND DOLLARS ..... (\$1,075,000.00).**

Furthermore based on market conditions existing as of the effective date of appraisal and in consideration of the northerly parcel as it existed on this date, it is our opinion the property warranted a market value in fee simple ownership on October 8, 2002 of:

**[REDACTED]**

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

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

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



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

CWC/lkm

# 5-Year Sales History

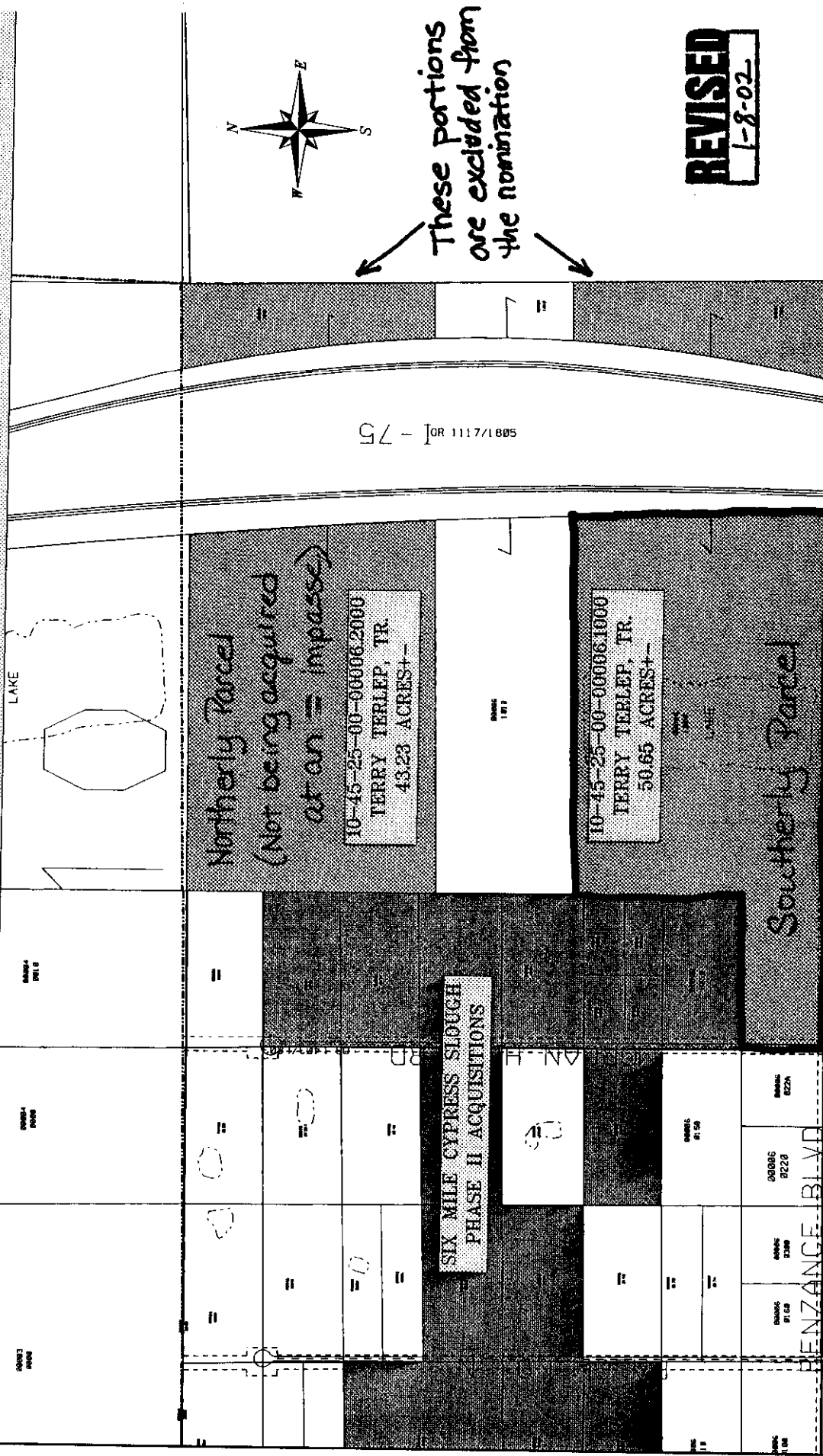
Parcel No. 216

Conservation Lands Project, No. 8800

**NO SALES in PAST 5 YEARS**



# CONSERVATION 2020 PROGRAM



# NOMINATION #216

**SECONDARY REVIEW NOMINATION 216  
Eastern Arm of Six Mile Cypress Slough**

CRITERIA		SCORE	COMMENTS	
<b>A. SIZE AND CONTIGUITY</b>				
<b>1.</b>	<b>Size of Property</b>			
	a. $\geq 500$ acres	6	Actual acreage to be determined by survey. Nomination consists of the portions of STRAP# 104525-00-00006.1000 and .2000 that lie westerly of I-75. These portions will total more than 50 acres but less than 94 acres.	
	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
	g. < 50 acres	0		
<b>2.</b>	<b>Contiguous to:</b>			
	a. Coastal waters and other sovereignty submerged lands	4	0	
	b. Existing preserve area, c.e., wma or refuge	4	4	Six Mile Cypress Slough Phase II Acquisitions
	c. Preserve areas officially proposed for acquisition	2	2	Six Mile Cypress Slough Phase II Acquisitions
<b>B. HABITAT FOR PLANTS AND ANIMALS</b>				
<b>1.</b>	<b>Native Plant Cover</b>			
	a. $\geq 75\%$ of the property has native plant cover	8		
	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	0	Heavily invaded by melaleuca
<b>2.</b>	<b>Significant for wide-ranging species</b>			
	Panther Habitat, wetlands, ponds, grass lands, etc.	2	1	pond
<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	1	cypress, pine flatwoods, transition zone
	c. 2 or less FLUCCS native plant community categories	0		

**SECONDARY REVIEW NOMINATION 216  
Eastern Arm of Six Mile Cypress Slough**

<b>C. SIGNIFICANCE FOR WATER RESOURCES</b>				<b>COMMENTS</b>	
	<b>1.</b>	<b>Serves or can serve as flow-way</b>			
	<b>a.</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	Eastern extension of Cypress Arm flow-way corridor
	<b>b.</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		
	<b>c.</b>	Same as b., smaller watershed, not as defined, disconnected	2		
	<b>d.</b>	Site conveys runoff, minimal area	1	1	Some natural, part ditched drainage
	<b>e.</b>	Site provides no conveyance of surface water	0		
	<b>f.</b>	Add 2 points if conveyance is natural (not man-made)	+2		
	<b>2.</b>	<b>Strategic to Flood Management</b>			
	<b>a.</b>	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	4	Provides flood conveyance for sub-basin east of I-75
	<b>b.</b>	Same as a., portion of floodway (one side) or within floodplain	3		
	<b>c.</b>	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2		
	<b>d.</b>	Small watershed, minimal flooding	1		
	<b>e.</b>	No significant flood issues	0		
	<b>3.</b>	<b>Protect a water supply source.</b>			
	<b>a.</b>	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		No significant water supply source
	<b>b.</b>	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1		
	<b>c.</b>	No recharge or potential water supply opportunities	0	0	
	<b>4.</b>	<b>Offset Damage to or Enhance Water Quality.</b>			
	<b>a.</b>	Presence of wetland, retention, or lake that is currently providing water quality benefits	2	2	Water quality provided by wetland flow-way system
	<b>b.</b>	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1		
	<b>c.</b>	No existing or potential water quality benefits	0		

**SECONDARY REVIEW NOMINATION 216  
Eastern Arm of Six Mile Cypress Slough**

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE				COMMENTS
<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>		Morgan Hill Road
	physical or legal access	<b>0</b>	<b>0</b>	
<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>1</b>	Potential for trail system, canoe/kayak lake, and fishing pier
<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>	Lee County DOT may need to acquire right-of-way from this property for the future Penzance Boulevard.
	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>			
	a. The Parcel is Approved for Development or is Exempt from Clearing Regulations	<b>4</b>	<b>4</b>	Agricultural exemption, previously leased for cattle
	b. The Parcel is Zoned for Intensive Use	<b>2</b>		AG-2
	c. Future Land Use Map: Intensive Land Use Category	<b>1</b>		Rural and Wetlands
<b>TOTAL POINTS</b>			<b>28</b>	

**COMMENTS:** \$100,000 in contributory funds are available from the Department of Parks and Recreation Six Mile Cypress Acquisition CIP Project for acquisition due to the strategic location of these sites to surface water flow and flood management. Management potential is good because these parcels can be managed as part of the Six Mile Cypress Slough Preserve. In rapidly developing part of County - good potential for public use. Site is highly degraded and will require extensive restoration. The owner has agreed to exclude from the nomination the portions of the property that lie to the east of Interstate 75, and to participate in the restoration effort.

**RECOMMENDATION:** Pursue for acquisition only the portions of this property which lie west of Interstate 75, such acquisition to be subject to the property owner's participation in the cost to remove exotic plants; and subject to the condition that the Florida Department of Transportation be allowed to acquire at some future date right-of-way needed for the future Penzance Boulevard and for the stormwater retention needed for I-75.

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the recommendations of the Conservation Lands Acquisition and Stewardship Advisory Committee to pursue the acquisition of approximately 200 acres west of Harnes Marsh Preserve and approximately 75 acres east of Six Mile Cypress Slough Preserve. Authorize the Division of County Lands to begin the acquisition process for the properties known as Conservation 2020 Nominations 214 and 216.

**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 #:** 5

*C6H*

**3. MEETING DATE:**

*08-06-2002*

**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 214 and 216 be pursued for acquisition subject to the 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. CLASAC recommends that only the portions of Nomination 216 that lie west of I-75 be pursued for acquisition and that the property owner participate in the cost to remove exotic plants. CLASAC recognizes that the Department of Transportation (DOT) may need to purchase additional rights-of-way for the future Penzance Boulevard and for stormwater retention needed for I-75. The cost of such rights-of-way shall be reimbursed by DOT to the Conservation 2020 acquisition fund or successor acquisition program.

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).

\$100,000 in funds will come from Account No. 20-1678-30100.506110 toward the purchase of Nomination 216. The balance needed to process and purchase Nomination 216 and to process and purchase all of Nomination 214 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>KF</i>	N/A	N/A	<i>OAD 7/10/02</i>	<i>7-8-02</i>	OA <i>ebw 7-10-02</i>	COM <i>7/15</i>	RISK <i>7/15</i>	GC <i>7/15/02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
BY CO. ATTY.  
7/10/02  
5:00 PM  
CO. ATTY.  
FORWARDED TO:  
HOLLIN  
7-9-02 12:15

RECEIVED BY  
COUNTY ADMIN. *EW*  
*7/10 11:00*  
COUNTY ADMIN.  
FORWARDED TO:  
*7/10 12:00*