

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

**Blue Sheet No. 20030406**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the purchase of Parcel 206, located at the northwest corner of Nalle Road and Nalle Grade Road in North Fort Myers, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$1,625,600.00, 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. 20020624 for Conservation 2020 Program.

**2. DEPARTMENTAL CATEGORY:** 06

**COMMISSION DISTRICT #:** 4 *AlaA*

**3. MEETING DATE:**

*05-06-2003*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE
- ORDINANCE 96-12
- ADMIN.
- OTHER Blue Sheet No. 20020624

**6. REQUESTOR OF INFORMATION**

- A. COMMISSIONER
- B. DEPARTMENT *Independent*
- C. DIVISION *County Lands TLM 4-2-03*
- BY: *Karen L. W. Forsyth, Director* *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 206 further identified as STRAP Numbers 03-43-25-00-00001.0000 and 03-43-25-00-00004.0000. This +/- 320 acre parcel is located at the northwest corner of Nalle Road and Nalle Grade Road in North Fort Myers, east of I-75 and approximately 3 miles north of Bayshore Road.

The original asking price was \$3,000,000, but through negotiations, the owners of Parcel 206, Pri-Car, a Florida General Partnership, Randy S. Banks, and Richard H. Pritchett, III, Trustee of the Chateau Estates Land Trust U/A/D January 31, 2000, have agreed to sell the subject parcel to the County for \$1,625,600. The Sellers, at their expense, are to pay documentary stamps, title insurance, and real estate broker and attorney fees, if any. The County will pay for the survey, environmental audit, and recording fee for the deed.

In accordance with FS 125.355, two appraisals were obtained. Copies of the appraisals by W. Michael Maxwell, MAI, SRA, of W. Michael Maxwell & Associates, Inc., and David C. Vaughan, MAI, of Diversified Appraisal, Inc. are attached.

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

Funds are available in Account No. 20880030103.506110.30 (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 Commitment, Appraisal Cover Letters, Sales History, Property Appraisers Map, Summary Sheet, and Blue Sheet No. 20020624.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>4/8/03</i>				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>6AD 4/7/03</i>	<i>John J 4-7-03</i>	<i>4/8/03</i>	<i>4/8/03</i>	<i>5/19/03</i>	<i>4/8/03</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *4/7/03*  
Time: *2:00 pm*  
Forwarded To:  
*CO. ADM.  
4/7/03 4PM*

RECEIVED BY  
COUNTY ADMIN. *[Signature]*  
*4/7/03*  
*3:45pm*  
COUNTY ADMIN.  
FORWARDED TO: *[Signature]*  
*4/9/03*

This document prepared by  
Lee County Public Works  
County Lands Division  
Project: **Conservation Lands Program, Project 8800**  
Parcel: 206  
STRAP No.: 03-43-25-00-00001.0000 and 4.0000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between PRI-CAR, A Florida General Partnership, 2/3 interest, and Randy S. Banks, 1/3 interest, (As to Parcel 1), and Richard H. Pritchett, III, Trustee of the Chateau Estates Land Trust U/A/D January 31, 2000, (As to Parcel 2), hereinafter referred to as SELLER, whose address is Post Office Box 2148, Fort Myers, Florida 33902, 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 320 acres more or less, and located at the corner of Nalle Grade Road and Nalle Road, North 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 One Million Six Hundred Twenty-Five Thousand Six Hundred and 00/100 Dollars (\$1,625,600.00), 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 \$1,625,600.00 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, BUYER will obtain, at BUYER's expense, a boundary survey. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. If such survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition 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* 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 *to the best of his knowledge* that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. 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 *to the best of his knowledge* 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 *which SELLER may have caused.*

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:

Ronda Carter  
Carolyn Sue Douglas

**SELLER:**

PRI-CAR, a Florida General Partnership

By: [Signature] 3-17-03  
(DATE)

Name: Scott Carter

Title: GP

WITNESSES:

Carolyn Sue Douglas  
Carolyn D Douglas

**SELLER:**

[Signature] 3/17/03  
Randy S. Banks (DATE)

WITNESSES:

Carolyn D Douglas  
Carolyn Sue Douglas

**SELLER:**

[Signature] 3/17/03  
Richard H. Pritchett, III, (DATE)  
Trustee of the Chateau Estates Land Trust U/A/D 1/31/2000

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

Page 1 of 2

1. The purchase price of \$1,625,600.00 is based upon a stated acreage by SELLER of 320 acres. Said acreage shall be verified by the boundary survey obtained by BUYER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than 320 acres the purchase price will be adjusted downwards accordingly at the agreed per acre price of \$5,080.00.

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 August 31, 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, will remove any debris, waste piles, vehicles, abandoned farm machinery and equipment, buildings, structures, concrete slabs, foundations, and dispose of those items in accordance with government regulations. In addition, SELLER must clean up area where such removal has occurred so as to eliminate all evidence of these items.

5. SELLER, at its expense, will remove or abandon any septic or sewer system in accordance with government regulations.

6. SELLER, at its expense, will cap any irrigation wells on the property in accordance with government regulations.

7. Within ten (10) days of BUYER'S acceptance, SELLER is to furnish names of the tenants occupying the property, and copies of all leases, licenses, and agreements. All existing leases and agreements to occupy or use subject property are to be canceled at closing. After BUYER'S acceptance, BUYER has SELLER'S permission to contact the farmer(s) currently grazing cattle on property to determine if they wish to enter into a License Agreement with the County to continue grazing cattle.

8. SELLER is responsible for any requirements and/or liabilities arising from active South Florida Water Management District permits issued on subject property.

9. BUYER will grant a 100' easement for access purposes to Scott M. Carter along the portion of power line grade included in this purchase.

**SPECIAL CONDITIONS**

Page 2 of 2

10. SELLER will grant a 100' easement for access purposes to BUYER along the portion of power line grade excluded from this purchase.

11. SELLER, at its expense, will pay for the boundary survey and legal description of the land located Northeast of power lines, approximately 11.65 acres, that is to be excluded from the purchase. Seller will also have the surveyor stake said boundary line every 200-300 feet.

12. All terms set forth in Item 8 of the Special Conditions will survive the closing of this transaction.

WITNESSES:

Scott Carter  
Carolyn Sue Anglin

**SELLER:**

PRI-CAR, a Florida General Partnership

By: [Signature] 3-17-03  
(DATE)

Name: SCOTT CARTER

Title: G.P.

WITNESSES:

Tom Kent  
Carolyn Sue Anglin

**SELLER:**

Randy S. Banks

[Signature] 3-13-03  
(DATE)

WITNESSES:

Tom Kent  
Carolyn Sue Anglin

**SELLER:**

Richard H. Pritchett, III, Trustee of the Chateau Estates Land Trust U/A/D 1/31/2000

By: [Signature] 3/12/03  
(DATE)

CHARLIE GREEN, CLERK

**BUYER:**

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

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

## **EXHIBIT "A"**

Conservation Lands Program, Project No. 8800

Parcel No. 206

### **PARCEL 1**

Strap No: 03-43-25-00-00001.0000

The Northwest Quarter of Section 3, Township 43 South, Range 25 East, Lee County, Florida.

Less a portion of land, approximately 11.65 acres, lying Northeast of power lines along Easterly line of Nalle Road (shown on the attached map). The specific area to be determined by a boundary survey prior to closing.

and

### **PARCEL 2**

Strap No: 03-43-25-00-00004.0000

The Southwest Quarter of Section 3, Township 43 South, Range 25 East, Lee County, Florida.



**AFFIDAVIT OF INTEREST IN REAL PROPERTY**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 24th day of MARCH, 2003, 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:

PRI-CAR, a Florida General Partnership  
Post Office Box 2148  
Fort Myers, Florida 33902

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. RICHARD H. PRITCHETT, III, P.O. BOX 2148, FT. MYERS, FL 33902
2. SCOTT M. CARTER, P.O. BOX 3648, N. FT. MYERS, FL 33918      AND
3. RANDY S. BANKS, 10501 SIX MILE CYPRESS PKWY, FT. MYERS, FL33912
4. \_\_\_\_\_

The real property to be conveyed to Lee County is shown on attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Carolyn Sue Avoglia  
Witness Signature

CAROLYN SUE AVOGLIA  
Printed Name

Mary J. Monn  
Witness Signature

Mary J. Monn  
Printed Name

Richard H. Pritchett, III  
Signature of Affiant

RICHARD H. PRITCHETT, III  
Printed Name

Affidavit of Interest in Real Property  
Project: Conservation Lands Program, Project No. 8800  
STRAP No.: 03-43-25-00-00001.0000 and 4.0000

STATE OF FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of March, 2003, by

RICHARD H. PRITCHETT, III  
(name of general partner )

General Partner of PRI-CAR, a Florida General Partnership, on behalf of the partnership.

Carolyn Sue Avoglia  
(Notary Signature)

CAROLYN Sue Avoglia  
(Print, type or stamp name)



Carolyn Sue Avoglia  
Commission # DD131347  
Expires Aug. 13, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

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

## **EXHIBIT "A"**

Conservation Lands Program, Project No. 8800

Parcel No. 206

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Less a portion of land, approximately 11.65 acres, lying Northeast of power lines along Easterly line of Nalle Road (shown on the attached map). The specific area to be determined by a boundary survey prior to closing.

and

### **PARCEL 2**

Strap No: 03-43-25-00-00004.0000

The Southwest Quarter of Section 3, Township 43 South, Range 25 East, Lee County, Florida.

Page 1 of 2



# Exhibit "A"

NOMINATION #206



100' wide

POWER LINE EASEMENT

NALLE RD  
11:65A

BAUGHMAN LN

60' South of power line Easement

NALLE RD

JAMIE RD

LANI LN

NALLE GRADE RD

QUAIL HOLLOW RD

Legend  
Approximate Area Excluded from Sale



THE COUNTY CLERK HAS REVIEWED THIS MAP FOR TECHNICAL ACCURACY AND COMPLIANCE WITH THE REQUIREMENTS OF THE CLATSOP COUNTY MAP ACT. THIS REVIEW IS LIMITED TO TECHNICAL ACCURACY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE COUNTY CLERK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS ON THIS MAP.



THIS INSTRUMENT PREPARED BY:

Project: Conservation Lands Program, No. 8800  
STRAP No.: 03-43-25-00-00001.0000 & 4.0000

Division of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902

**PARTNERSHIP AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF LEE

Before me, a notary public, appeared RICHARD H. PRITCHETT, III, who, being first duly sworn, deposes and says as follows:

1. The PRI-CAR, a Florida General Partnership is currently in existence under a valid partnership agreement; has not been dissolved; and has been in full force and effect during the entire time the partnership has held title to the real property.

2. To follow is a list of all partners, currently existing, of the PRI-CAR, a Florida General Partnership:  
RICHARD H. PRITCHETT, III  
SCOTT M. CARTER


3. RICHARD H. PRITCHETT, III is the managing general partner of PRI-CAR, a Florida General Partnership.

4. RICHARD H. PRITCHETT, III as managing general partner of PRI-CAR, a Florida General Partnership, is fully empowered, in accordance with the partnership agreement, to execute any and all documents necessary to convey title to the real property, described in Exhibit "A", to Lee County.

5. Neither the partnership nor any of the partners have been debtors in bankruptcy proceedings during the existence of the partnership.

6. I am the Managing General Partner of PRI-CAR, a Florida General Partnership.

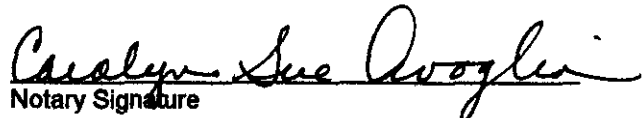
FURTHER AFFIANT SAYS NOT.

  
\_\_\_\_\_  
AFFIANT

Printed Name: RICHARD H. PRITCHETT, III

Sworn to and subscribed before me this 24TH day of MARCH, 2003 by

RICHARD H. PRITCHETT, III, as Managing General Partner.

  
Notary Signature

CAROLYN SUE AVOGLIA  
Print, Type or Stamp Name of Notary



Carolyn Sue Avoglia  
Commission # DD131347  
Expires Aug. 13, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

Personally Known X  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## **EXHIBIT "A"**

Conservation Lands Program, Project No. 8800

Parcel No. 206

### **PARCEL 1**

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The Northwest Quarter of Section 3, Township 43 South, Range 25 East, Lee County, Florida.

Less a portion of land, approximately 11.65 acres, lying Northeast of power lines along Easterly line of Nalle Road (shown on the attached map). The specific area to be determined by a boundary survey prior to closing.

and

### **PARCEL 2**

Strap No: 03-43-25-00-00004.0000

The Southwest Quarter of Section 3, Township 43 South, Range 25 East, Lee County, Florida.

Page 1 of 2



NOMINATION #206

100' Wide

POWER LINE EASEMENT

NALLE RD  
65' A

BAUGHMAN LN

60' South of power line Easement

NALLE RD

NALLE GRADE RD

QUAIL HOLLOW RD

JAMIE RD

LANI LN

Legend  
Approximate Area Excluded from Sale



THE COUNTY ENGINEER HAS REVIEWED THIS MAP AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION. THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE COUNTY ENGINEER. DATE: 08/15/2006

**AFFIDAVIT OF INTEREST IN REAL PROPERTY**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 24TH day of MARCH, 2003, 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:

Richard H. Pritchett, III, Trustee of the Chateau Estates Land Trust U/A/D January 31, 2000  
Post Office Box 3648  
Fort Myers, Florida 33918

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. Richard H. Pritchett, III, P.O. Box 2148, Ft. Myers, FL 33902
2. Scott M. Carter, P.O. Box 3648, North Ft. Myers, FL 33918
3. Stuart Silver, Tr., Nalle Land Trust, 6311 Silver & Lewis Lane, Ft. Myers, FL 33912
4. Randy S. Banks, 10501 Six Mile Cypress Pkwy. Suite 104, Ft. Myers, FL 33912

The real property to be conveyed to Lee County is shown on attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Carolyn Sue Avoglia  
Witness Signature

CAROLYN Sue Avoglia  
Printed Name

Mary J. Mann  
Witness Signature

Mary J. Mann  
Printed Name

Richard H. Pritchett, III  
Signature of Affiant

Richard H. Pritchett, III, Trustee  
Printed Name

Affidavit of Interest in Real Property  
Project: Conservation Lands Program, Project No. 8800  
STRAP No.: 03-43-25-00-00001.0000 and 4.0000

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 25<sup>th</sup> day of March, 2003, by

Richard H. Pritchett, III, Trustee  
(name of person acknowledged)

Carolyn Sue Avoglia  
(Notary Signature)

CAROLYN SUE AVOGLIA  
(Print, type or stamp name)



Carolyn Sue Avoglia  
Commission # DD131347  
Expires Aug. 13, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

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

## **EXHIBIT "A"**

Conservation Lands Program, Project No. 8800

Parcel No. 206

### **PARCEL 1**

Strap No: 03-43-25-00-00001.0000

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Less a portion of land, approximately 11.65 acres, lying Northeast of power lines along Easterly line of Nalle Road (shown on the attached map). The specific area to be determined by a boundary survey prior to closing.

and

### **PARCEL 2**

Strap No: 03-43-25-00-00004.0000

The Southwest Quarter of Section 3, Township 43 South, Range 25 East, Lee County, Florida.



NOMINATION #206



100' Wide

POWER LINE EASEMENT

NALLE RD

11.65A1

BAUGHMAN LN

60' South of power line Easement

NALLE RD

JAMIE RD

LANI LN

NALLE GRADE RD

QUAIL HOLLOW RD

Legend  
Approximate Area Excluded from Sale



THE COUNTY ENGINEER HAS APPROVED THIS MAP FOR THE PURPOSES OF RECORDING AND THE ENGINEER'S OFFICE HAS NO LIABILITY FOR THE ACCURACY OF THE INFORMATION SHOWN HEREON.

**ENDORSEMENT**

ATTACHED TO AND FORMING A PART OF  
**COMMITMENT NO.**

ISSUED BY  
**CHICAGO TITLE INSURANCE COMPANY**

**Schedule A, Item No. 3 is hereby amended to read:**

**Randy S. Banks as to a 1/3 interest and Pri-Car, A Florida General Partnership as to a 2/3 interest, as to Parcel 1.**

**and**

**Richard H. Pritchett, III, Trustee of the Chateau Estates Land Trust U/A/D January 31, 2001, as to Parcel 2.**

**The following is hereby added as No. 7 to Schedule B 1:**

**Review of the Partnership Agreement of Pri-Car, A Florida General Partnership, and all amendments thereto.**


**Note: This Company reserves the right to make additional requirements and/or exceptions as may be deemed necessary.**

**IN ALL OTHER ASPECTS THE COMMITMENT REMAINS THE SAME.**

This endorsement is made a part of the policy or commitment and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy or commitment and prior endorsements, if any, nor does it extend the effective date of the policy or commitment and prior endorsements or increase the face amount thereof.

**DATED: June 5, 2002**

**TRI COUNTY TITLE INSURANCE AGENCY, INC.  
8660 COLLEGE PARKWAY, SUITE 200  
FORT MYERS, FLORIDA 33919**



**DENA E. WEYGANT/CHARLES R. HANAWAY  
AUTHORIZED SIGNATORY**

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.



**SCHEDULE A**

**Our File No: TC-F12103**

**Commitment No. F12103**

**Effective Date of Commitment: April 22, 2002 @ 8:00 am**

<b>1. Policy or Policies to be issued:</b>	<b>Amount</b>
(a) ALTA Owners Policy - Form 10-17-92 Proposed Insured:  LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA	\$
(b) ALTA Loan Policy 10-17-92  Proposed Insured:	\$

**2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.**

**3. Title to said estate or interest in said land is at the effective date hereof vested in:**

**RANDY S. BANKS (PARCEL 1) and RICHARD H. PRITCHETT, III, TRUSTEE OF THE CHATEAU ESTATES LAND TRUST U/A/D January 31, 2000 (PARCEL 2)**

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

**PARCEL 1**

**The Northwest 1/4 of Section 3, Township 43 South, Range 25 East, Lee County, Florida.**

**PARCEL 2**

**The Southwest 1/4 of Section 3, Township 43 South, Range 25 East, Lee County, Florida.**

**TC F12103  
COMMITMENT NO. F12103  
AGENT NO. 10-2665**

**SCHEDULE B 1**

**The following are the requirements to be complied with:**

**Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.**

- 1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.**
- 2. Satisfaction of that certain Mortgage executed by PRI-CAR, A FLORIDA GENERAL PARTNERSHIP, in favor of ELAINE D. EASTON and DONALD A. EASTON, AS EQUAL TENANTS IN COMMON, to secure the original principal amount of \$220,000.00, dated January 30, 2001, recorded February 2, 2001, in Official Records Book 3359, Page 2688, of the Public Records of Lee County, Florida. (PARCEL 1)**
- 3. Satisfaction of that certain Commercial Mortgage executed by CHATEAU ESTATES LAND TRUST U/A/D January 31, 2000 in favor of SUNTRUST BANK, SOUTHWEST FLORIDA, to secure the original principal amount of \$300,000.00, dated January 31, 2000, recorded February 8, 2000, in Official Records Book 3218, Page 2523, of the Public Records of Lee County, Florida. Assignment of Rents and Leases, as recorded on February 8, 2000, in Official Records Book 3218, Page 2528, of the Public Records of Lee County, Florida. And Uniform Commercial Code Financing Statement, as recorded on February 8, 2000, in Official Records Book 3218, Page 2591, of the Public Records of Lee County, Florida. (PARCEL 2)**
- 4. Warranty Deed to be executed by RANDY S. BANKS, joined by Grantor's spouse, if married, or reciting that subject property is not Grantor's homestead, in favor of LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, conveying subject property as described in Schedule "A".**
- 5. Warranty Deed executed by RICHARD H. PRITCHETT, III, INDIVIDUALLY AND AS TRUSTEE OF THE CHATEAU ESTATES LAND TRUST U/A/D January 31, 2000, in favor of LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, to convey the subject property.**
- 6. Affidavit from RICHARD H. PRITCHETT, III, stating that THE CHATEAU ESTATES LAND TRUST U/A/D January 31, 2000, is still an active trust and that he is still empowered to act as Trustee of the said Trust, under Florida Statute 689.071.**

TC F12103  
COMMITMENT NO. F12103

**SCHEDULE BII  
(Exceptions)**

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

I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

II. Standard Exceptions:

- (a) Right or claims of parties in possession not shown by the Public Records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (d) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (e) Taxes or special assessments which are not shown as existing liens by the public records.
- (f) Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially created or has accreted to any such portion so created and riparian rights, if any.
- (g) Taxes and assessments for the year 2002 and subsequent years.

III. Special exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.

IV. Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.

1. 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 # 03-43-25-00-00001.0000. 2001 taxes are paid in the amount of \$159.59. (PARCEL 1)

2. 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 # 03-43-25-00-00004.0000. 2001 taxes are paid in the amount of \$200.44. (PARCEL 2)

3. Lee County Mandatory Garbage Collection Assessment Ordinance 86-14 recorded in Official Records Book 2189, Page 3281, and amended in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida.  
(PARCELS 1 & 2)

**4. Right of Way Agreement in favor of Florida Power and Light Company, as recorded in Deed Book 230, Page 388, the Supplement thereto more specifically describing the easement, as recorded in Deed Book 268, Page 296, and the Supplement thereto adding additional property to the easement, as recorded in Official Records Book 636, Page 379, of the Public Records of Lee County, Florida. (PARCEL 1)**

**5. Subject to the right of way of Nalle Road along the East boundary of the subject property. (PARCELS 1 & 2)**

**6. Title to personal property is neither guaranteed nor insured. (PARCELS 1 & 2)**

**7. Subject to the South Right of Way of Nalle Road along the South boundary of subject property. (PARCEL 2)**

**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.**

**ALTA 4, 5, 6, 6.1, 6.2, 7.0, 8.1, Form 9, Survey End., Assignment of Mortgage, Balloon Endorsement, Construction Loan Up-date or Revolving Credit Endorsement any of which will be attached to final policy, if required, and upon receipt of pertinent documentation requested by insurer.**

*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*



15 October 2002



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

Attention: Ms. Theresa Mann  
Property Acquisition Agent

RE: Job #090225 - Summary Appraisal Report of 324.87 Acres of  
Vacant Land Located at the Northwest Corner of  
Nalle Road and Nalle Grade Road, Project  
#8800, Lee County, Florida, CN No. 964, STA 30

Dear Ms. Mann:

As you requested, a detailed on-site inspection and analysis was made of the subject property on 4 October 2002. Within the attached summary appraisal report, please find enclosed a detailed description of the subject property.

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

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. Mr. David C. Vaughan has complied with the Uniform Standards of Professional Appraisal Practice, Competency Rule. I certify that I have had no past, present or future

Lee County  
Page Two  
15 October 2002

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 possible purchase of the property. The appraisal report is for the exclusive use of Lee County Division of County Lands who is the client.

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

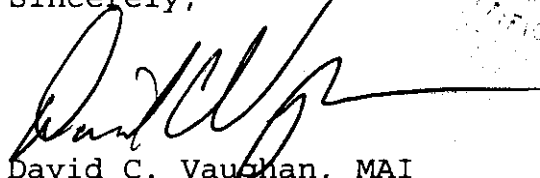
Lee County  
Page Three  
15 October 2002

The subject property is appraised as of 4 October 2002, the date of a detailed on-site inspection, which was made by David C. Vaughan, MAI.

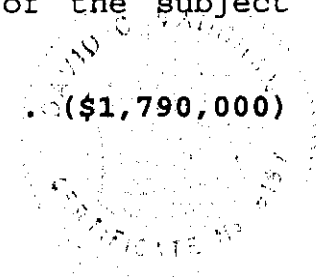
Based on my inspection, analysis, and data research, and information contained in the appraiser's work file, it is my opinion that the undivided fee simple interest of the subject property, "as is" and as of 4 October 2002, is:

**ONE MILLION SEVEN HUNDRED NINETY THOUSAND DOLLARS . . . (\$1,790,000)**

Sincerely,



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



**W. MICHAEL MAXWELL  
& ASSOCIATES, INC.**  
APPRAISER/CONSULTANT/REALTOR

**ASSOCIATE APPRAISERS**

William E. McInnis  
State-Certified General Appraiser  
Certification 0002232

Timothy D. Rieckhoff  
State-Certified General Appraiser  
Certification 0002261

Gerald A. Hendry  
State-Certified General Appraiser  
Certification 0002245



W. MICHAEL MAXWELL, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055

2550 First Street  
Fort Myers, Florida 33901

(941) 337-0555  
(941) 337-3747 - FAX

e-mail-appr@maxwellappraisal.com  
web-www.maxwellappraisal.com

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18 March 2002

Lee County Board of County Commissioners  
Department of Public Works  
Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Attention: Mr. Robert G. Clemens  
Program Acquisition Manager

Re: Appraisal of 324.87 acres (vacant) in Section 03-43-  
25, Parcel 206, 2020 Conservation Lands Project,  
North Fort Myers, Florida

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis have been made of the above property for the purpose of estimating the market value of the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as amended in the body of this report.

Market value for this purpose is understood to be 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, knowledgeably and assuming the price is not affected by undue stimulus.

As per the Uniform Standards of Professional Appraisal Practice, the appraiser is given three report writing options. These options would include either a self-contained report format, summary report, or restricted report. A summary report format has been requested and will be used for this appraisal. The only difference between the self-contained appraisal report and the summary appraisal report is the level of detail of presentation.

The subject property is vacant land and as such, only the Sales Comparison Approach to Value will be utilized. The Cost and Income Approaches to Value do not apply in the valuation of vacant land.



The function or intended use of this report is understood to be for use as a basis of value in the possible acquisition of the subject property. This summary appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice. The subject property was last inspected on 7 August 2002, by Mr. W. Michael Maxwell, MAI, SRA. My compensation in this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtaining of a stipulated result, or the occurrence of a subsequent event. In addition to the Assumptions and Limiting Conditions as contained in the Addenda to this report, this appraisal is made subject to the Special Assumptions as outlined on the Executive Summary on the following pages.

By reason of my investigation and analysis, data contained in this report, and my experience in the real estate appraisal business, it is my opinion that the market value of the subject property, as of 7 August 2002, is:

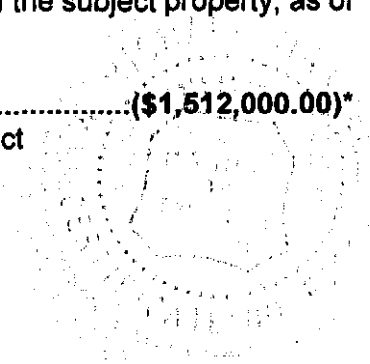
**ONE MILLION FIVE HUNDRED TWELVE THOUSAND DOLLARS .....(\$1,512,000.00)\***

\*Allocated \$523,000 for the north tract and \$989,000 for the south tract

Respectfully submitted,



W. Michael Maxwell, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055



W. MICHAEL MAXWELL  
MAI, SRA

# 5-Year Sales History

Parcel No. 206

Conservation 2020 Land Acquisition Program, Project No. 8800

Strap No. 03-43-25-00-00001.0000 (Parcel 1)

Grantor	Grantee	Price	Date	Arms Length Y/N
PRI-CAR, a Florida General Partnership	Randy S. Banks	\$107,400	1/2002	Y **
Elaine D. Easton and Donald A. Easton	PRI-CAR, a Florida General Partnership	\$320,000	1/2001	Y

**\*\*NOTE: Sale conveys only 1/3 interest in the property**

Strap No. 03-43-25-00-00004.0000 (Parcel 2)

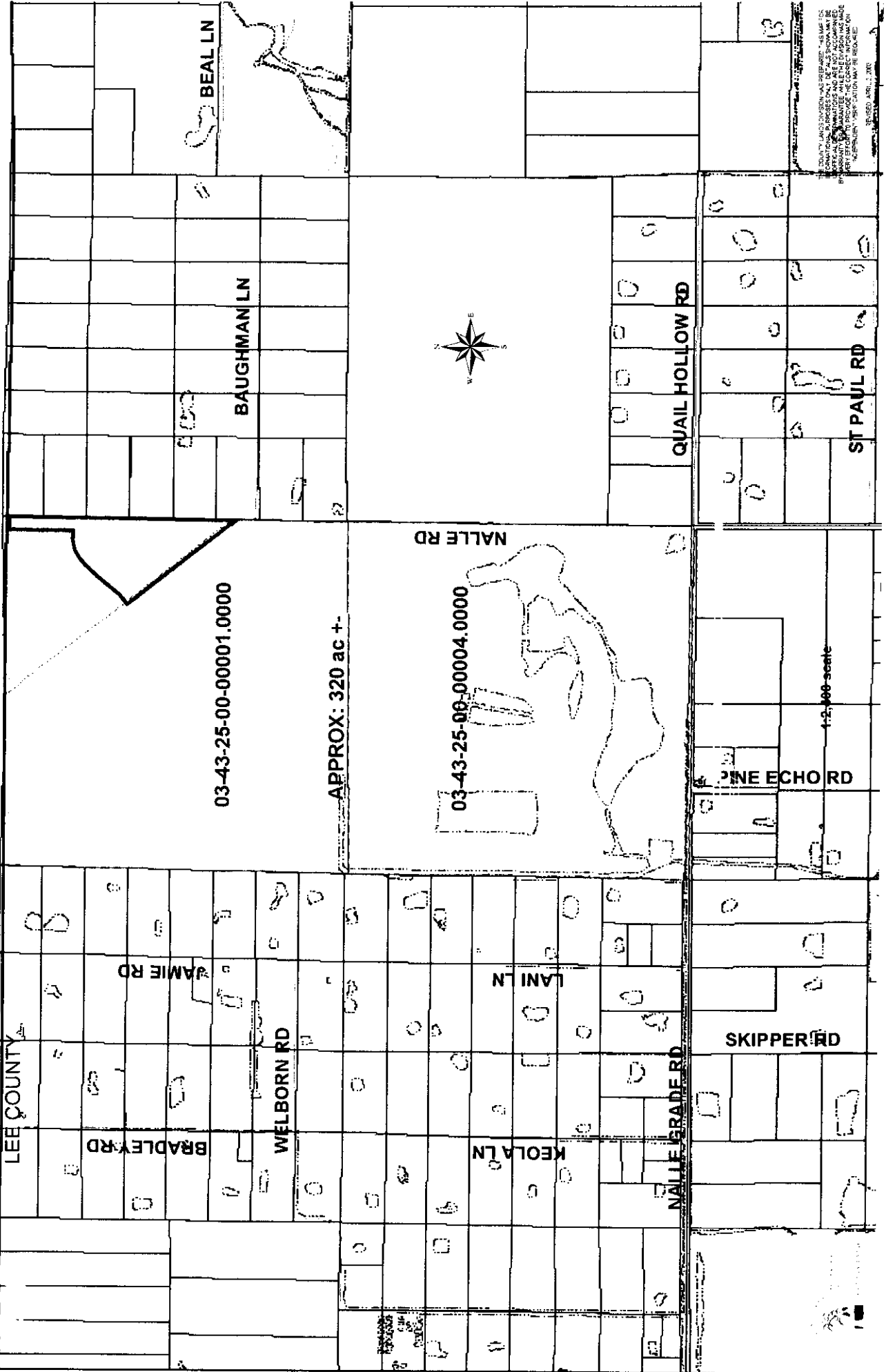
Grantor	Grantee	Price	Date	Arms Length Y/N
James T. Welch, Trustee	Richard H. Pritchett, III, Trustee of the Chateau Estates Land Trust U/A/D 1/31/2000	\$300,000	1/2000	Y

# CONSERVATION 20/20 PROGRAM

## NOMINATION #206

CHARLOTTE COUNTY

LEE COUNTY



03-43-25-00-00001.0000

APPROX: 320 ac +/-

03-43-25-00-00004.0000

NALLE RD

BEAL LN

BAUGHMAN LN

QUAIL HOLLOW RD

ST PAUL RD

PINE ECHO RD

SKIPPER RD

NALLE GRADER RD

KEOLA LN

WELBORN RD

JAMIE RD

LAN LN

BRADLEY RD

1:2,400 scale

THIS MAP WAS PREPARED BY THE COUNTY ENGINEER'S OFFICE. IT IS A REPRODUCTION OF A MAP THAT WAS PREPARED BY THE COUNTY ENGINEER'S OFFICE. THE COUNTY ENGINEER'S OFFICE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THIS MAP. THE COUNTY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR VERIFYING THE CORRECT INFORMATION NECESSARY FOR ANY ACTION TAKEN HEREON.

REVISED APRIL 2, 2002

**SECONDARY REVIEW NOMINATION 206**  
**Nalle Road, North Fort Myers Area**

CRITERIA	SCORE	COMMENTS	
<b>A. SIZE AND CONTIGUITY</b>			
<b>1. Size of Property</b>			
a. > 500 acres	6		
b. 400 to < 500 acres	5		
c. 300 to <400 acres	4	320 acres	
d. 200 to <300 acres	3		
e. 100 to <200 acres	2		
f. 50 to <100 acres	1		
g. < 50 acres	0		
<b>2. Contiguous to:</b>			
a. Coastal waters and other sovereignty submerged lands	4		0
b. Existing preserve area, c.e., wma or refuge	4	0	
c. Preserve areas officially proposed for acquisition	2	0	
<b>B. HABITAT FOR PLANTS AND ANIMALS</b>			
<b>1. Native Plant Cover</b>			
a. ≥ 75 % of the property has native plant cover	8		
b. 50% to < 75% has native plant cover	4	Brazilian pepper scattered throughout the nomination.	
c. 25% to <50% has native plant cover	2		
d. < 25% has native plant cover	0		
<b>2. Significant for wide-ranging species</b>			
Panther Habitat, wetlands, ponds, grass lands, etc	2	2	
<b>3. Rare and Unique Uplands</b>			
a. Scrub, hammock, old growth pine	2		
b. Mature, second growth pine flatwood	1	1	
<b>4. Diversity</b>			
a. 5 or more FLUCCS native plant community categories	2		
b. 3 or 4 FLUCCS native plant community categories	1	1	
c. 2 or less FLUCCS native plant community categories	0	Popash Creek, herbaceous wetland and pine flatwoods	

**SECONDARY REVIEW NOMINATION 206**  
**Nalle Road, North Fort Myers Area**

<b>C. SIGNIFICANCE FOR WATER RESOURCES</b>		<b>COMMENTS</b>			
<b>1. 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	Site contains canal extension of Popash Creek, with basin extending into Charlotte County	
<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			
<b>e.</b>	Site provides no conveyance of surface water	0	0		Mostly disturbed
<b>f.</b>	Add 2 points if conveyance is natural (not man-made)	+2			
<b>2. 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 floodplain protection for significant sized watershed.	
<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. 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		Within DR/GR, but unconfirmed aquifer yield, potential 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	1		
<b>c.</b>	No recharge or potential water supply opportunities	0			
<b>4. 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		Potential for enhanced water quality treatment	
<b>b.</b>	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1	1		
<b>c.</b>	No existing or potential water quality benefits	0			

**SECONDARY REVIEW NOMINATION 206  
Nalle Road, North Fort Myers Area**

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE			COMMENTS
<b>1. 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>	<b>2</b>	Nalle Road and Nalle Grade are both local streets
Parcel can be accessed from a privately-maintained road that is dedicated for public use	<b>1</b>		
physical or legal access	<b>0</b>		
<b>2. 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>2</b>	potential for hiking, equestrian, fishing and paddling opportunities
<b>3. Land Manageability</b>			
75% or greater of the perimeter of site is surrounded by low impact land uses	<b>3</b>	<b>3</b>	Completely surrounded by DR/GR, low density future land use area. Mining activities may be possible by special permit.
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. 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>	Exempt from clearing regulations due to agricultural exemption and use as cattle range
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>	<b>0</b>	DR/GR
<b>TOTAL POINTS</b>		<b>33</b>	
<p>COMMENTS: Large powerline easement bisects property in a NW/SE direction. This property was scheduled for a rezoning last year for a soil excavation mine. There was so much community opposition that the owner temporarily withdrew the application. The site has significant alterations from previous drainage improvements and range improvements. Neighboring landowners have mailed letters of support for acquisition of this property for conservation purposes to prevent its development as a mining operation. 124 form letters were also mailed to the County expressing support of the property's use as an equestrian park (see attached minutes). It was noted by CLASAC that equestrian use of the property cannot be guaranteed at this point but will be discussed as part of the management plan process.</p>			
<b>RECOMMENDATION: Pursue for acquisition</b>			

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the recommendations of the Conservation Lands Acquisition and Stewardship Advisory Committee to pursue the acquisition of four properties totaling approximately 884 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 199, 204, 206, and 209.

**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 #:** ALL *C6D*

**3. MEETING DATE:**  
*06-18-2002*

**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 *Karen Forsyth*

**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 199, 204, 206, and 209 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. CLASAC recommends that only the portion of Nomination 199 that lies east of Hagie Road be pursued for acquisition. CLASAC recognizes that the Department of Transportation may need to purchase additional right-of-way to widen Gladiolus Drive and S.R. 82 and for water runoff/storage facilities. CLASAC recommends that the Department of Transportation be required to reimburse the Conservation 2020 acquisition fund, or successor acquisition program, for these rights-of-way.

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).

Attached is a color copy of the latest Status Map for the Conservation 2020 Program.

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>R for 6/3/02 Karen Forsyth</i>	N/A	N/A	<i>OAD 6/14/02</i>	<i>Alan B. 6-4-02</i>	OA <i>6-5-02</i>	DM <i>6/5/02</i>	RISK <i>6/5</i>	GC <i>6/5/02</i>	<i>DL</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

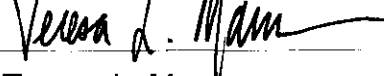
RECEIVED  
BY CO. ATTY.  
*6/4/02*  
*4:36pm*  
CO. ATTY.  
FORWARDED TO:  
*Co. Admin*  
*6-5-02 8:30*

COUNTY ADMIN.  
*6/5 10:30*  
COUNTY ADMIN.  
FORWARDED TO:  
*DPA*  
*6/6/02*  
*10:25am*

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

**DATE:** April 2, 2003

**To:** Georgia Seklusi  
Division of Public Resources

**FROM:**   
Teresa L. Mann  
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 May 6, 2003. Please advertise in the local News-Press at least 30 days prior to that date.

The property is identified as Parcel 206 of the Conservation 2020 Land Acquisition Program, STRAP Number(s) 03-43-25-00-00001.0000 (Parcel 1) and 03-43-25-00-00004.0000 (Parcel 2).

The property owners are PRI-CAR, A Florida General Partnership, 2/3 interest, and Randy S. Banks, 1/3 interest, (As to Parcel 1), and Richard H. Pritchett, III, Trustee of the Chateau Estates Land Trust U/A/D January 31, 2000 (As to Parcel 2).

Attached is a copy of the Purchase Agreement for public inquiries. Please forward a copy of the legal notice for our records.

If you have any questions, please contact me at extension 8742.

Thank you for your assistance.

cc: Karen Forsyth, County Lands Director