

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

Blue Sheet No. 20030394

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of Parcel 217, in Section 36, Township 43 South, Range 24 East, located at 15601 Hart Road in North Fort Myers, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$618,000, 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 the 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 (CLASAC) and approved for acquisition on Blue Sheet No. 20021239 for the Conservation 2020 Program.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 4

ALA

3. MEETING DATE:
05-20-2003

4. AGENDA:
 CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)
STATUTE
 ORDINANCE 96-12
ADMIN.
 OTHER Blue Sheet 20021239

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 property recommended by the Conservation Land Acquisition and Stewardship Advisory Committee. This acquisition consists of the fee-simple interest in Parcel 217, further identified as STRAP No. 36-43-24-00-00002.0000. This 77.26 acre parcel is zoned MHPD and is located on Hart Road, north of Bayshore Road.

The original asking price for Parcel 217 was \$1,005,000. However, through negotiations, the Seller of Parcel 217, Royal Palm Estates, LLC., has agreed to sell the property for \$618,000, pursuant to the terms and conditions set forth in the purchase agreement. The County will be required to pay for a boundary survey, an environmental site audit and recording of the deed. The Seller, at its expense, is to pay documentary stamp tax, title insurance and real estate broker and attorney fees, if any. In addition, the Seller will contribute \$10,000 at closing for the management of the property, to include the removal of exotic vegetation.

In accordance with FS 125.355, two appraisals were obtained. A copy of the salient appraisal data received from the firms of Stewart & Company and Carlson, Norris & Associates is attached for reference.

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

Funds are available in Account No. 20880030103.506110 (20 - Capital Projects, 8800 - Conservation 2020, 301 - Capital Improvements, 03 - Conservation 2020, 506110 - Land Court Registry)

Attachments: Purchase Agreement, Title Search Data, State Corporation Name Search, Affidavit of Interest, Appraisal Data, Sales History and Parcel Reference Map

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>Call 4/8/03</i>				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>		<i>N/A</i>	<i>BAD 4/7/03</i>	<i>John 4-7-03</i>	<i>ebw 4-8-03</i>	<i>4/8/03</i>	<i>5/12/03</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. *EW*
4/7/03 3:45pm
COUNTY ADMIN.
FORWARDED TO: *BH*
4/9/03

This document prepared by
Division of County Lands
Project: **Conservation Lands Program, Project 8800**
Parcel: Nomination 217
STRAP No.:36-43-24-00-00002.0000

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 24th day of March, 2003 by and between **ROYAL PALM ESTATES, LLC., a Florida limited liability company**, hereinafter referred to as SELLER, whose address is 4912 Del Ray Avenue, Bethesda, Maryland 20814, and **LEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

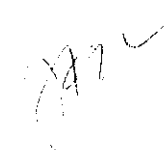
1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER hereby agrees to sell and BUYER hereby agrees to purchase, subject to the terms and conditions hereinafter set forth, all of that certain parcel of land consisting of 77.26 acres more or less, and located at 15601 Hart Drive, North Fort Myers, Florida 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 **Six Hundred Eighteen Thousand Dollars (\$618,000)**, 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 the purchase price, from a title company acceptable to BUYER. Such commitment will be accompanied by one copy of all documents which constitute exceptions to the title commitment. Such commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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 paid 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);
- (c) Survey, (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 and BUYER shall pay Real Estate taxes and personal property taxes (if applicable) from and after 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 may, at its option, elect 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 without reduction to the purchase price, or may terminate this Agreement without further obligation to either party.

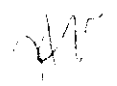
9. **SURVEY:** At least 30 days prior to closing, BUYER may obtain, at BUYER's expense, a boundary survey. If such survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, 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 without any abatement to the purchase price or BUYER may terminate this Agreement without further obligation to either party.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** To the best of the SELLER's knowledge 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; 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; and 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 statements described herein will survive the closing of this transaction.

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 further obligation to either party.

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 ninety (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 for an additional sixty (60) days, 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. However, BUYER must close this transaction, if at all, within no more than one hundred and fifty days from the date this Agreement is made.

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:



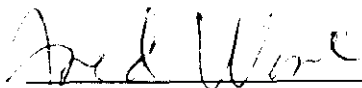
Marc "Kap" Kapastin



Keisha E. Smith

SELLER:

ROYAL PALM ESTATES, LLC. a Florida limited liability company

BY:  3/24/03

(DATE)

Frederic K. Wine, Managing Member

Print Name and Title

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

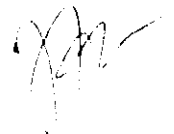
BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY


COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

1. The purchase price of \$618,000 is based upon a stated acreage by SELLER of 77 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 more or less than 77 acres, the purchase price will be adjusted as appropriate accordingly at the agreed price of \$8,000 per acre.
2. The SELLER will contribute to the Buyer the sum of \$10,000, at the time of closing, to be utilized for the management of the Property, which management would include an initial exotic vegetation removal to be performed following the purchase by the BUYER.
3. 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 December 14, 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 without any reduction in the purchase price, or may terminate this agreement without further obligation to either party.
4. 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 without any reduction to the purchase price, or may terminate this Agreement without further obligation to either party.
5. SELLER, at it's expense, is 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.
6. SELLER is responsible for any permit requirements and/or liabilities arising from Lee County Development Order Number 89-06-021.00D. SELLER may abandon or terminate said permit.
7. SELLER is responsible for any requirements and/or liabilities arising from active South Florida Water Management District permit issued on the subject property. SELLER may abandon or terminate said permit.
8. All terms set forth in Item(s) 2, 3, 4, 5, 6 and 7 of the Special Conditions will survive the closing of this transaction.



WITNESSES:



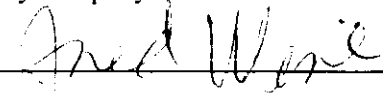
Marc "Kap" Kapastin



Keisha E. Smith

SELLER:

ROYAL PALM ESTATES, LLC. a Florida limited liability company

BY:  3/24/03

(DATE)

Frederic K. Wine, Managing Member

Print Name and Title

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit "A"

Project: Conservation Lands Program, #8800 Parcel 217
Search No. 21318/B

A TRACT OR PARCEL OF LAND LYING IN THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE (NW 1/4) OF SAID SECTION 36; THENCE S89°51'24"E (BASIS OF BEARING BEING FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE) ALONG THE SOUTH LINE OF THE (NW 1/4) OF SAID SECTION 36 FOR 100.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK (O.R.) 1848, PAGE (PG.) 2195 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N00°22'56"W ALONG THE EAST LINE OF SAID LANDS PARALLEL AND 100.00 FEET EAST OF THE WEST LINE OF AFORESAID SECTION 36 FOR 85.00 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN O.R. 1052, PG. 620 OF AFORESAID PUBLIC RECORDS; THENCE N89°37'04"E ALONG SAID SOUTH LINE FOR 20.00 FEET TO THE EAST LINE OF AFORESAID LANDS; THENCE N00°22'56"W ALONG SAID EAST LINE FOR 50.00 FEET TO THE NORTH LINE OF AFORESAID LANDS; THENCE S89°37'04"W ALONG SAID NORTH LINE FOR 20.00 FEET TO THE EAST LINE OF AFORESAID LANDS DESCRIBED IN O.R. 1848, PG. 2195; THENCE N00°22'56"W ALONG SAID EAST LINE, PARALLEL AND 100.00 FEET EAST OF THE WEST LINE OF AFORESAID SECTION 36 FOR 34.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY CONTINUING ALONG AFORESAID EAST LINE AND ALONG THE ARC OF THE CURVE CONCAVE TO THE SOUTHWEST (RADIUS = 5779.60 FEET, INTERIOR ANGLE = 10°40'26", CHORD BEARING AND DISTANCE = N05°43'09"W, 1075.14 FEET) FOR 1076.70 FEET TO A POINT OF NON-TANGENCY ON THE WEST LINE OF AFORESAID SECTION 36; THENCE N00°22'56"W ALONG SAID WEST LINE FOR 81.20 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN O.R. 781, PG. 574 AS RECORDED IN AFORESAID PUBLIC RECORDS, SAID LINE ALSO BEING THE NORTH LINE OF THE (S 1/2) OF THE (NW 1/4) OF AFORESAID SECTION 36; THENCE S89°51'28"E ALONG SAID NORTH LINE FOR 2629.67 FEET TO THE WEST RIGHT-OF-WAY LINE OF HART ROAD AS OCCUPIED (50 FEET WIDE); THENCE S04°00'02"E ALONG SAID WEST LINE FOR 476.16 FEET; THENCE S00°06'39"W FOR 210.21 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN O.R. 1480 PG. 1725 AS RECORDED IN AFORESAID PUBLIC RECORDS; THENCE N89°51'26"W ALONG SAID NORTH LINE FOR 300.05 FEET TO THE WEST LINE OF AFORESAID LANDS; THENCE S00°16'39"W ALONG SAID WEST LINE FOR 150.00 FEET TO THE SOUTH LINE OF AFORESAID LANDS; THENCE S89°51'26"E ALONG SAID SOUTH LINE FOR 308.49 FEET TO THE WEST RIGHT-OF-WAY LINE OF AFORESAID HART ROAD (AS OCCUPIED); THENCE S00°06'39"W ALONG SAID WEST LINE FOR 485.13 FEET TO THE SOUTH LINE OF THE (NW 1/4) OF AFORESAID SECTION 36; THENCE N89°51'24" W ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF CARRIAGE VILLAGE UNITS 1 AND 4 FOR 2552.44 FEET TO THE POINT OF BEGINNING. CONTAINING 77.20 ACRES, MORE OR LESS.

SUBJECT TO A 15 FOOT DRAINAGE EASEMENT AS RECORDED IN O.R. 564, PG.246 AND ALSO A 15 FOOT MAINTENANCE AND DRAINAGE EASEMENT AS RECORDED IN O.R. 1052, PG. 909 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ALSO SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEING THE SAME LANDS AS DESCRIBED IN DEED RECORDED IN O.R. BOOK 1965, PAGE 4633.

✓ HH

Division of County Lands

In House Title Search

Search No. 21318/B

Date: October 22, 2002

Parcel:

Project: Conservation Lands Program,
Project #8800

To: Karen L.W. Forsyth
Director

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

STRAP: 36-43-24-00-00002.0000

This search covers the period of time from February 1, 1999, at 8:00 a.m. to October 13, 2002, at 5:00 p.m.

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

Royal Palm Estates, LLC, a Florida limited liability company

by that certain instrument dated December 17, 1998, recorded February 1, 1999, in Official Record Book 3070, Page 2933, Public Records of Lee County, Florida.

Subject to:

1. Mortgage executed by Manufactured Housing Associates II Limited Partnership, a Florida limited partnership in favor of Patricia A. Coleman, dated January 22, 1988, recorded January 25, 1988, in Official Record Book 1965, Page 4635, as partially released by instrument recorded in Official Record Book 1965, Page 4699, and amended by Extension and Modification Agreement recorded in Official Record Book 2400, Page 3874, Public Records of Lee County, Florida.
2. Drainage Easement in favor of Mobile Land and Title Company by instrument recorded December 2, 1969, in Official Records Book 564, Page 246, the Public Records of Lee County, Florida. *15' x 85' Segment encumbered.*
3. ✓ Drainage, construction and maintenance easement in favor of Lee County, a political subdivision of the State of Florida by instrument recorded August 29, 1974, in Official Records Book 1052, Page 619, the Public Records of Lee County, Florida. *DWC*
4. Drainage, construction and maintenance easement in favor of Lee County, a political subdivision of the State of Florida, recorded in Official Records Book 1052, Page 909, Public Records of Lee County, Florida.

Division of County Lands

In House Title Search

Search No. 21318/B

Date: October 22, 2002

Parcel:

Project: Conservation Lands Program,
Project #8800

5. Rights of any and all persons claiming an interest in any of the oil, gas and/or minerals lying within the lands described in this commitment (policy), as described in that certain Oil, Gas and Mineral Lease recorded in Official Records Book 1065, Page 537, Public Records of Lee County, Florida.
6. Resolution No. 2-87-200, recorded December 11, 1987, in Official Records Book 1958, Page 582, Public Records of Lee County, Florida.
7. Covenant of Unified Control recorded June 24, 1989, in Official Records Book 2044, Page 2402, Public Records of Lee County, Florida.
8. Conservation Easement recorded September 13, 1990, in Official Records Book 2174, Page 4079, Public Records of Lee County, Florida.
9. Covenant of Unified Control recorded January 3, 1991, in Official Records Book 2195, Page 3037, Public Records of Lee County, Florida.
10. Notice of Development Order recorded April 5, 1991, in Official Records Book 2212, Page 4598, Public Records of Lee County, Florida.
11. Grant of Perpetual Utility Easement in favor of Lee County, a political subdivision of the State of Florida, recorded October 15, 1997 in Official Records Book 2877, Page 4095, Public Records of Lee County, Florida.
12. Possible rights of first refusal pursuant to Florida Statute Section 723.01 and 723.02.

* NOTE: Powell Creek Drainage MSBU assessment released by instrument recorded in Official Record Book 3222, Page 1387, Public Records of Lee County, Florida.

Tax Status: 2001 Ad Valorem Taxes are PAID IN FULL.

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

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

Schedule X

Project: Conservation Lands Program, #8800
Search No. 21318/B

A TRACT OR PARCEL OF LAND LYING IN THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 13 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE (NW 1/4) OF SAID SECTION 36; THENCE S89°51'24"E (BASIS OF BEARING BEING FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE) ALONG THE SOUTH LINE OF THE (NW 1/4) OF SAID SECTION 36 FOR 100.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK (O.R.) 1848, PAGE (PG.) 2195 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N00°22'56"W ALONG THE EAST LINE OF SAID LANDS PARALLEL AND 100.00 FEET EAST OF THE WEST LINE OF AFORESAID SECTION 36 FOR 05.00 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN O.R. 1052, PG. 620 OF AFORESAID PUBLIC RECORDS; THENCE N89°37'04"E ALONG SAID SOUTH LINE FOR 20.00 FEET TO THE EAST LINE OF AFORESAID LANDS; THENCE N00°22'56"W ALONG SAID EAST LINE FOR 50.00 FEET TO THE NORTH LINE OF AFORESAID LANDS; THENCE S89°37'04"W ALONG SAID NORTH LINE FOR 20.00 FEET TO THE EAST LINE OF AFORESAID LANDS DESCRIBED IN O.R. 1848, PG. 2195; THENCE N00°22'56"W ALONG SAID EAST LINE, PARALLEL AND 100.00 FEET EAST OF THE WEST LINE OF AFORESAID SECTION 36 FOR 34.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY CONTINUING ALONG AFORESAID EAST LINE AND ALONG THE ARC OF THE CURVE CONCAVE TO THE SOUTHWEST (RADIUS = 5779.60 FEET, INTERIOR ANGLE = 10°40'26", CHORD BEARING AND DISTANCE = N05°43'09"W, 1075.14 FEET) FOR 1076.70 FEET TO A POINT OF NON-TANGENCY ON THE WEST LINE OF AFORESAID SECTION 36; THENCE N00°22'56"W ALONG SAID WEST LINE FOR 01.28 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN O.R. 781, PG. 574 AS RECORDED IN AFORESAID PUBLIC RECORDS, SAID LINE ALSO BEING THE NORTH LINE OF THE (S 1/2) OF THE (NW 1/4) OF AFORESAID SECTION 36; THENCE S89°51'28"E ALONG SAID NORTH LINE FOR 2629.67 FEET TO THE WEST RIGHT-OF-WAY LINE OF HART ROAD AS OCCUPIED (50 FEET WIDE); THENCE S04°00'02"E ALONG SAID WEST LINE FOR 476.16 FEET; THENCE S00°06'39"W FOR 210.21 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN O.R. 1480 PG. 1725 AS RECORDED IN AFORESAID PUBLIC RECORDS; THENCE N89° 51'26"W ALONG SAID NORTH LINE FOR 308.05 FEET TO THE WEST LINE OF AFORESAID LANDS; THENCE S00°16'39"W ALONG SAID WEST LINE FOR 150.00 FEET TO THE SOUTH LINE OF AFORESAID LANDS; THENCE S89°51'26"E ALONG SAID SOUTH LINE FOR 308.49 FEET TO THE WEST RIGHT-OF-WAY LINE OF AFORESAID HART ROAD (AS OCCUPIED); THENCE S00°06'39"W ALONG SAID WEST LINE FOR 485.13 FEET TO THE SOUTH LINE OF THE (NW 1/4) OF AFORESAID SECTION 36; THENCE N89°51'24" W ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF CARRIAGE VILLAGE UNITS 1 AND 4 FOR 2552.44 FEET TO THE POINT OF BEGINNING. CONTAINING 77.26 ACRES, MORE OR LESS.

SUBJECT TO A 15 FOOT DRAINAGE EASEMENT AS RECORDED IN O.R. 564, PG.246 AND ALSO A 15 FOOT MAINTENANCE AND DRAINAGE EASEMENT AS RECORDED IN O.R. 1052, PG. 909 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ALSO SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEING THE SAME LANDS AS DESCRIBED IN DEED RECORDED IN O.R. BOOK 1965, PAGE 4633.

Conservation

2020 -
Nomdi7

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY (10-17-92)
(WITH FLORIDA MODIFICATIONS)

10 2869 106 00000005

DUPLICATE ORIGINAL

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Milam Otero Larsen
Dawson & Traylor, P.A.
50 North Laura Street
Suite 2750
Jacksonville, FL 32202
(904) 798-3700

CHICAGO TITLE INSURANCE COMPANY
By:

John Rau
President

By:

Thomas J. Adams
Secretary



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**OWNERS FORM
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A**

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
1599-0-2636	10 2869 106 00000005	February 1, 1999 at 4:17 p.m.	\$771,800.00

1. Name of Insured:

ROYAL PALM ESTATES, LLC, a Florida limited liability company

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

3. The estate or interest referred to herein is at Date of Policy vested in the insured.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

Purchase Money Mortgage executed by Manufactured Housing Associates II Limited Partnership, a Florida limited partnership, to Patricia A. Coleman, filed January 25, 1988, in Official Records Book 1965, page 4635, as partially released in Official Records Book 1965, page 4699 and as modified by Extension and Modification Agreement recorded in Official Records Book 2400, page 3874, Public Records of Lee County, Florida.

and the mortgages or trust deeds, if any, shown in Schedule B hereof:

5. The land referred to in this policy is described as follows:

A tract or parcel of land lying in the South half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 36, Township 43 South, Range 24 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the (NW 1/4) of said Section 36; thence South 89° 51' 24" East (basis of bearing being Florida State Plane Coordinate System, West Zone) along the South line of the (NW 1/4) of said Section 36 for 100.00 feet to the Southeast corner of lands described in Official Records Book 1848, (OR) page (PG) 2195, of the Public Records of Lee County, Florida, and the Point of Beginning; thence North 00° 22' 56" West along the East line of said lands parallel and 100.00 feet East of the West line of aforesaid Section 36 for 85.00 feet to the South line of the lands described in O.R. 1052, PG 620, of aforesaid Public Records; thence North 89° 37' 04" East along said South line for 20.00 feet to the East line of aforesaid lands; thence North 00° 22' 56" West along said East line for 50.00 feet to the North line of aforesaid lands; thence South 89° 37' 04" West along said North line for 20.00 feet to the East line of aforesaid lands described in O.R. 1848, PG 2195; thence North 00° 22' 56" West along said East line, parallel and 100.00 feet East of the West line of aforesaid Section 36 for 34.41 feet to a point of curvature; thence Northwesterly continuing along aforesaid East line and along the arc of the curve concave to the Southwest (radius = 5779.60 feet, interior angle = 10° 40' 26", chord bearing and distance = North 05° 43' 09" West, 1075.14 feet) for 1076.70 feet to a point of non-tangency on the West line of aforesaid Section 36; thence North 00° 22' 56" West along said West line for 81.28 feet to the South line of lands described in O.R. 781, PG 574, as recorded in aforesaid Public Records, said line also being the North line of the (S 1/2) of the (NW 1/4) of aforesaid Section 36; thence South 89° 51' 28" East, along said North line for 2629.67 feet to the West right-of-way line of Hart Road as occupied (50 feet wide); thence South 04°

Continued on Next Page...

**OWNERS FORM
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A, continued**

Policy Number: 10 2869 106 00000005

00' 02" East along said West line for 476.16 feet; thence South 00° 06' 39" West for 210.21 feet to the North line of lands described in O.R. 1480, PG 1725, as recorded in aforesaid Public Records; thence North 89° 51' 26" West along said North line for 308.05 feet to the West line of aforesaid lands; thence South 00° 16' 39" West along said West line for 150.00 feet to the South line of aforesaid lands; thence South 89° 51' 26" East along said South line for 308.49 feet to the West right-of-way line of aforesaid Hart Road (as occupied); thence South 00° 06' 39" West along said West line for 485.13 feet to the South line of the (NW 1/4) of aforesaid Section 36; thence North 89° 51' 24" West along said South line and along the North line of Carriage Village Units 1 and 4 for 2552.44 feet to the Point of Beginning.

**OWNERS FORM
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B**

Policy Number: 10 2869 106 00000005

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

General Exceptions:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A., if this schedule is attached to an Owner's Policy.

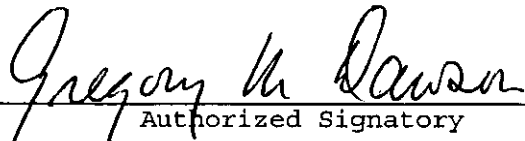
6. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
7. Taxes and assessments for the year 1999 and subsequent years.
5. City and County Special Assessment Liens, and water, sewer and trash removal charges, if any.
6. Any unpaid assessments payable to Special Taxing District for Powell Creek Drainage MSBU.
7. Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts.
8. Subject property lies within the boundaries of the Southwest Florida Water Management District and is subject to the rules and regulations thereof.
9. The land described in this policy shall not be deemed to include any house trailer or mobile home standing on the premises.
10. Drainage Easement in favor of Mobile Land and Title Company by instrument recorded December 2, 1969, in Official Records Book 564, page 246, of the Public Records of Lee County, Florida.
11. Drainage, construction and maintenance easement in favor of Lee County, a political subdivision of the State of Florida by instrument recorded August 29, 1974, in Official Records Book 1052, page 619 of the Public Records of Lee County, Florida.
12. Drainage, construction and maintenance easement in favor of Lee County, a political subdivision of the State of Florida, recorded in Official Records Book 1052, page 909, Public Records of Lee County, Florida.

**OWNERS FORM
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B, continued**

Policy Number: 10 2869 106 00000005

13. Rights of any and all persons claiming an interest in any of the oil, gas and/or minerals lying within the lands described in this commitment (policy), as described in that certain Oil, Gas and Mineral Lease recorded in Official Records Book 1065, page 537, Public Records of Lee County, Florida.
14. Resolution No. Z-87-200, recorded December 11, 1987 in Official Records Book 1958, page 582, Public Records of Lee County, Florida.
15. Covenant of Unified Control recorded June 24, 1989, in Official Records Book 2044, page 2402, Public Records of Lee County, Florida.
16. Conservation Easement recorded September 13, 1990, in Official Records Book 2174, page 4079, Public Records of Lee County, Florida.
17. Covenant of Unified Control recorded January 3, 1991, in Official Records Book 2195, page 3037, Public Records of Lee County, Florida.
18. Notice of Development Order recorded April 5, 1991, in Official Records Book 2212, page 4598, Public Records of Lee County, Florida.
19. Grant of Perpetual Utility Easement in favor of Lee County, a political subdivision of the State of Florida, recorded October 15, 1997 in Official Records Book 2877, page 4095, Public Records of Lee County, Florida.
20. Possible rights of first refusal pursuant to Florida Statute Section 723.01 and 723.02.

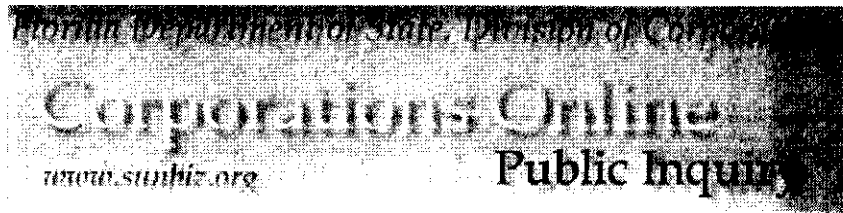
Countersigned



Authorized Signatory

NOTE: If this schedule is attached to a Loan Policy, junior and subordinate matters, if any, are not reflected herein.

NOTE: This policy consists of insert pages labeled Schedule A and B. This Policy is of no force and effect unless both pages are included along with any added pages incorporated by reference.



Florida Limited Liability

ROYAL PALM ESTATES, LLC

PRINCIPAL ADDRESS

4912 DEL RAY AVENUE
 BETHESDA MD 20814
 Changed 05/19/2000

MAILING ADDRESS

4912 DEL RAY AVENUE
 BETHESDA MD 20814
 Changed 05/19/2000

Document Number L98000003342	FEI Number 522135602	Date Filed 12/22/1998
State FL	Status ACTIVE	Effective Date NONE
Last Event AMENDED AND RESTATED ARTICLES	Event Date Filed 01/07/2003	Event Effective Date NONE
Total Contribution 100.00		

Registered Agent

Name & Address
HIQ CORPORATE SERVICES, INC. 526 PARK AVENUE, SUITE 200 TALLAHASSEE FL 32301
Name Changed: 01/07/2002

Manager/Member Detail

Name & Address	Title
WINE, FREDERIC K 4912 DEL RAY AVENUE	MGRM

BETHESDA MD 20814

Annual Reports

Report Year	Filed Date	Intangible Tax
2000	05/19/2000	
2001	05/01/2001	
2002	04/30/2002	

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No Name History Information

Document Images

Listed below are the images available for this filing.

01/07/2003 -- Amended and Restated Articles
04/30/2002 -- COR - ANN REP/UNIFORM BUS REP
05/01/2001 -- ANN REP/UNIFORM BUS REP
05/19/2000 -- ANN REP/UNIFORM BUS REP
05/26/1999 -- ANNUAL REPORT
12/22/1998 -- Florida Limited Liabilites

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)

[Corporations Help](#)

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 27th day of February, 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:

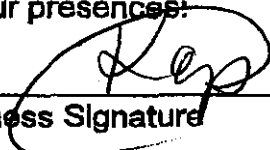
Royal Palm Estates, LLC, a Florida limited liability company
4912 Del Ray Avenue
Bethesda, Maryland 20814

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. Stuart G. Brown 4912 Del Ray Avenue, Bethesda, MD 20814
 2. Frederic K. Wine 4912 Del Ray Avenue, Bethesda, MD 20814
 3. Mark N. Shank 4912 Del Ray Avenue, Bethesda, MD 20814
 4. Estate of Sidney J. Brown 4912 Del Ray Avenue, Bethesda, MD 20814
 5. Sidney J. Brown Trust #1 for the benefit of Ari Brown, 4912 Del Ray Avenue, Bethesda, MD
 6. Sidney J. Brown Trust #2 for the benefit of Rachel Brown, 4912 Del Ray Avenue, Bethesda, MD
 7. Sidney J. Brown Trust #3 for the benefit of Naomi Brown, 4912 Del Ray Avenue, Bethesda, MD
- The real property to be conveyed to Lee County is identified by STRAP No. 36-43-24-00-00002.0000 and further described in Exhibit "A", attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:


Witness Signature

Marc "Kap" Kapastin

Printed Name


Witness Signature

Keisha E. Smith

Printed Name


Signature of Affiant

Frederic K. Wine

Printed Name

Affidavit of Interest in Real Property
Parcel: 217
STRAP: 36-43-24-00-00002.0000
Project: 8800

STATE OF Maryland

COUNTY OF Montgomery

SWORN TO AND SUBSCRIBED before me this 27 day of February, 2003 by _____
Frederic K. Wine, Managing Member

(name of officer or agent, title of officer or agent)
of Royal Palm Estates, LLC., a Florida limited liability company, on behalf of the company.

Jadyn Sprague
(Notary Signature)

(SEAL)

Jadyn Sprague
(Print, type or stamp name of Notary)

Personally known Yes
OR Produced Identification _____
Type of Identification _____

EXPIRES 4-24-04

Exhibit "A"

Project: Conservation Lands Program, #8800 Parcel 217
Search No. 21318/B

A TRACT OR PARCEL OF LAND LYING IN THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE (NW 1/4) OF SAID SECTION 36; THENCE S89°31'24"E (BASIS OF BEARING BEING FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE) ALONG THE SOUTH LINE OF THE (NW 1/4) OF SAID SECTION 36 FOR 100.00 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK (O.R.) 1848, PAGE (PG.) 2195 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE N00°22'56"W ALONG THE EAST LINE OF SAID LANDS PARALLEL AND 100.00 FEET EAST OF THE WEST LINE OF AFORESAID SECTION 36 FOR 85.00 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN O.R. 1052, PG. 520 OF AFORESAID PUBLIC RECORDS; THENCE N89°37'04"E ALONG SAID SOUTH LINE FOR 20.00 FEET TO THE EAST LINE OF AFORESAID LANDS; THENCE N00°22'56"W ALONG SAID EAST LINE FOR 58.00 FEET TO THE NORTH LINE OF AFORESAID LANDS; THENCE S89°37'04"W ALONG SAID NORTH LINE FOR 20.00 FEET TO THE EAST LINE OF AFORESAID LANDS DESCRIBED IN O.R. 1048, PG. 2195; THENCE N00°22'56"W ALONG SAID EAST LINE, PARALLEL AND 100.00 FEET EAST OF THE WEST LINE OF AFORESAID SECTION 36 FOR 34.41 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY CONTINUING ALONG AFORESAID EAST LINE AND ALONG THE ARC OF THE CURVE CONCAVE TO THE SOUTHWEST (RADIUS = 5779.60 FEET, INTERIOR ANGLE = 10°40'26", CHORD BEARING AND DISTANCE = N05°43'09"W, 1075.14 FEET) FOR 1078.70 FEET TO A POINT OF NON-TANGENCY ON THE WEST LINE OF AFORESAID SECTION 36; THENCE N00°22'56"W ALONG SAID WEST LINE FOR 81.28 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN O.R. 781, PG. 574 AS RECORDED IN AFORESAID PUBLIC RECORDS, SAID LINE ALSO BEING THE NORTH LINE OF THE (S 1/2) OF THE (NW 1/4) OF AFORESAID SECTION 36; THENCE S89°51'28"E ALONG SAID NORTH LINE FOR 2629.67 FEET TO THE WEST RIGHT-OF-WAY LINE OF HART ROAD AS OCCUPIED (50 FEET WIDE); THENCE S04°00'02"E ALONG SAID WEST LINE FOR 476.16 FEET; THENCE S00°06'39"W FOR 210.21 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN O.R. 1480 PG. 1725 AS RECORDED IN AFORESAID PUBLIC RECORDS; THENCE N89°51'28"W ALONG SAID NORTH LINE FOR 308.85 FEET TO THE WEST LINE OF AFORESAID LANDS; THENCE S00°16'39"W ALONG SAID WEST LINE FOR 150.00 FEET TO THE SOUTH LINE OF AFORESAID LANDS; THENCE S89°51'28"E ALONG SAID SOUTH LINE FOR 300.49 FEET TO THE WEST RIGHT-OF-WAY LINE OF AFORESAID HART ROAD (AS OCCUPIED); THENCE S00°06'39"W ALONG SAID WEST LINE FOR 485.13 FEET TO THE SOUTH LINE OF THE (NW 1/4) OF AFORESAID SECTION 36; THENCE N89°51'24"W ALONG SAID SOUTH LINE AND ALONG THE NORTH LINE OF CARRIAGE VILLAGE UNITS 1 AND 4 FOR 2552.44 FEET TO THE POINT OF BEGINNING. CONTAINING 77.26 ACRES, MORE OR LESS.

SUBJECT TO A 15 FOOT DRAINAGE EASEMENT AS RECORDED IN O.R. 564, PG. 248 AND ALSO A 15 FOOT MAINTENANCE AND DRAINAGE EASEMENT AS RECORDED IN O.R. 1052, PG. 909 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ALSO SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEING THE SAME LANDS AS DESCRIBED IN DEED RECORDED IN O.R. BOOK 1965, PAGE 4633.

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

January 23, 2003

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: 77.18 Acre Vacant Parcel
15601 Hart Road
Conservation Land Program, Parcel 217
Project Number: 8800
North Fort Myers, Florida 33917

Dear Mr. Clemens:

In accordance with your request, we have made an inspection of the above referenced property. The site consists of a rectangularly shaped site containing a total of some 77.18 acres of land area, more or less located in Section 36, Township 43 South, Range 24 East, Lee County, Florida. The property is more exactly located on the westerly side of Hart Road approximately one quarter mile north of Bayshore Road in North Fort Myers, Florida. The site is currently in a vacant unimproved state.

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 property was last physically inspected on January 7, 2003 and was last inspected by airplane on December 12, 2002. The effective date of value for this property will be the last date of a physical inspection which is January 7, 2003.

For the purposes of the valuation of the subject property, we have been asked to value the site as it existed as of the last date of a physical inspection of the same.

Based on market conditions existing as of the effective date of appraisal, and in consideration of the property as it existed on this date, it is our opinion the subject site warranted a market value in fee simple ownership as of January 7, 2003 of:

EIGHT HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$885,000.00).

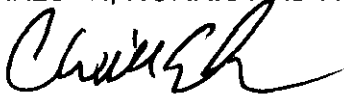
Mr. Robert Clemens
January 23, 2003
Page 2

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.



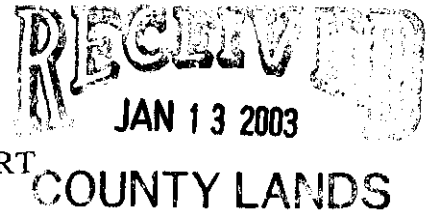
C. William Carlson, MAI, SRA
State Certified General Appraiser #0000667

CWC/lkm

STAFF REVIEW

Completed
2-6-03

Date



COMPLETE APPRAISAL - SUMMARY REPORT

COUNTY LANDS

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

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

CLIENT:

Lee County, Southwest Florida
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
Ph: (239) 936-4041, Ext. 13

SUBJECT:

Nomination #: 217, Project 8800, Conservation Lands Program. This parcel consists of a 77.18 acre vacant parcel on the west side of Hart Road in North Fort Myers, Florida.

LEGAL DESCRIPTION: See Addendum section of this report.

INTEREST VALUED: Fee Simple

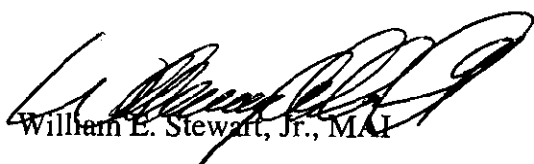
EFFECTIVE DATE OF VALUE: December 16, 2002

DATE OF INSPECTION: December 16, 2002

DATE OF REPORT: December 30, 2002

MARKET VALUE ESTIMATE: \$850,000

STEWART & COMPANY



William E. Stewart, Jr., MAI
State-Certified General Appraiser 0000233

5-Year Sales History

Parcel No. 217

Conservation 2020 Program
Project No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N
Manufactured Housing Associates II, Limited Partnership, a Florida limited partnership	Royal Palm Estates, LLC., a Florida limited liability company	\$771,800	12/19/98	Y

**CONSERVATION 20/20 PROGRAM SECONDARY REVIEW
NOMINATION 217 - POWELL CREEK**

CRITERIA	SCORE	COMMENTS
A. SIZE AND CONTIGUITY		
1. Size of Property		
a. ≥ 500 acres	6	This property is identified as Tax Identification Number (STRAP) 36-43-24-00-00002.0000 and consists of approximately 77 acres. It is bounded by the Powell Bypass Canal on the west, Forest Park Mobile Home Subdivision on the north, Hart Road on the east, and Carriage Village Mobile Home Subdivision on the south.
b. 400 to < 500 acres	5	
c. 300 to <400 acres	4	
d. 200 to <300 acres	3	
e. 100 to <200 acres	2	
f. 50 to <100 acres	1	
g. < 50 acres	0	
2. Contiguous to:		
a. Coastal waters and other sovereignty submerged lands	4	Site is isolated from other preserves. Site does contain a natural portion of Powell Creek which drains approximately 1.2 miles south/southeast towards the Caloosahatchee River. Both upriver and downriver connections to Powell Creek have been converted to drainage canals.
b. Existing preserve area, c.e., wma or refuge	4	
c. Preserve areas officially proposed for acquisition	2	
B. HABITAT FOR PLANTS AND ANIMALS		
1. Native Plant Cover		
a. ≥ 75 % of the property has native plant cover	8	Old pasture and disturbed area within the eastern half of the nomination, it contains native vegetation but is not an intact native community. It comprises about 25% of the site (approx. 19 acres) and contains many species of exotic vegetation. Assuming \$1,000 per acre to remove exotics, about \$19,000 will be needed to conduct initial treatment of exotic vegetation.
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	
2. Significant for wide-ranging species		
Panther Habitat, wetlands, ponds, grass lands, etc.	2	A portion of the original Powell Creek flow-way is present on the nomination. Although habitat value to wide ranging species is limited by its isolation due to surrounding urban development, the site provides localized habitat to at least one listed species, the gopher tortoise.
3. Rare and Unique Uplands		
a. Scrub, hammock, old growth pine	2	Mature second growth pines and a few old growth pines present
b. Mature, second growth pine flatwood	1	
4. Diversity		
a. 5 or more FLUCCS native plant community categories	2	Pine flatwoods with scattered oaks. 6.2 acres (8% of site) are jurisdictional wetlands. Note: wetlands are highly impacted and considered non-functioning.
b. 3 or 4 FLUCCS native plant community categories	1	
c. 2 or less FLUCCS native plant community categories	0	

**CONSERVATION 20/20 PROGRAM SECONDARY REVIEW
NOMINATION 217 - POWELL CREEK**

C. SIGNIFICANCE FOR WATER RESOURCES			COMMENTS	
1. Serves or can serve as flow-way				
a.	Site contains a primary flow-way, creek, river, wetland corridor; large contributing watershed; possibly identified in the Lee County Surface Water Master Plan, South Lee County Study, or by staff	4	4	Site contains upstream segment of Powell Creek, from its confluence with the Powell Bypass Canal to Able Canal
b.	Site contains flow-way, through tributary, medium size watershed, or just a portion of system/one side of conveyance, may not be identified in study	3		
c.	Same as b., smaller watershed, not as defined, disconnected	2		
d.	Site conveys runoff, minimal area	1		
e.	Site provides no conveyance of surface water	0		
f.	Add 2 points if conveyance is natural (not man-made)	+2	1	
2. Strategic to Flood Management				
a.	Well defined flood-way within parcel, possibly identified in FEMA or other study, both sides of conveyance, large upstream area, protection from encroachment critical or known flooding history	4	4	Provides flood protection for Forest Park and Suncoast Estates (both flood prone areas). Note: On the day of the field review, July 15, 2002, the site had no standing water and the upper portion of the Powell Creek drainage was dry.
b.	Same as a., portion of floodway (one side) or within floodplain	3		
c.	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2		
d.	Small watershed, minimal flooding	1		
e.	No significant flood issues	0		
3. Protect a water supply source.				
a.	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamiami Aquifer and also within area of current or proposed wellfield development	2		No significant water supply source
b.	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1		
c.	No recharge or potential water supply opportunities	0	0	
4. Offset Damage to or Enhance Water Quality.				
a.	Presence of wetland, retention, or lake that is currently providing water quality benefits	2	2	Regional water quality improvements could be provided through site alteration. Property location on Powell Creek and the Powell Bypass Canal is strategic for the construction of a filter marsh to help improve the quality of water flowing to the Caloosahatchee River.
b.	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1		
c.	No existing or potential water quality benefits	0		

**CONSERVATION 20/20 PROGRAM SECONDARY REVIEW
NOMINATION 217 - POWELL CREEK**

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE			COMMENTS
1. Good Access for Public Use and Land Management			
Freeway, expressway, arterial street, or major collector	3		This property is accessible to vehicles on its eastern boundary by Hart Road, approximately 600 feet north of Bayshore Road (S.R. 78). Hart Rd. is County-Maintained. North Evalena Lane does not provide access to the western portion of the property as it is blocked by the "Powell Creek" canal structure.
Parcel can be accessed from a minor collector or local street	2	2	
Parcel can be accessed from a privately-maintained road that is dedicated for public use	1		
physical or legal access	0		
2. Recreation/Eco-Tourism Potential			
Score depends upon the variety or uniqueness of potential public uses. Examples of appropriate public uses include paddling sports, fishing, hiking, equestrian, mountain biking, photography, nature study, and environmental education	0-2	2	The site would be suitable for photography, nature study, environmental education, hiking, and possibly fishing. Spectacular mature pines and oaks. At least 4 active gopher tortoise burrows located on site. Proximity to residential developments provides the opportunity for a neighborhood preserve close enough to walk or bike to.
3. Land Manageability			
75% or greater of the perimeter of site is surrounded by low impact land uses	3		Completely surrounded by developed residential and mobile home subdivisions. Management of this property will be challenging and expensive due to its isolation from other preserves and a greater need for protection from incompatible uses by neighboring residents. Observed during the site visit was a still-smoldering fire in an established campfire area, cut firewood, a tree house, several old hog pens, an extensive road system and residential dumping. A homesite is developed on an approximately 1-acre out parcel on Hart Road.
50%-75% of the perimeter of site is surrounded by low impact land uses	2		
25%-50% of the perimeter of site is surrounded by low impact land uses	1		
Less than 25% of the perimeter of the site is surrounded by low impact land uses	0	0	
4. Development Status (Maximum 4 points)			
a. The Parcel is Approved for Development or is Exempt from Clearing Regulations	4	0	The development order (DO# 89-06-021.00D) for Royal Palm Estates has expired. A new development order will be subject to the County's clearing regulations. The understory exhibits significant disturbance.
b. The Parcel is Zoned for Intensive Use	2	2	Zoned MHPD for a 325 unit mobile home subdivision (still active) Central Urban
c. Future Land Use Map: Intensive Land Use Category	1	1	
TOTAL POINTS			26

**CONSERVATION 20/20 PROGRAM SECONDARY REVIEW
NOMINATION 217 - POWELL CREEK**

COMMENTS: Staff, George Wheaton, and Bill Anderson, representing landowners, conducted a field review on July 15, 2002. Management staff is concerned about the isolation and surrounding urban land uses being problematic for management. Both the SFWMD and Lee County Department of Natural Resources support the acquisition of this site for its regional potential for water quality enhancements and flood protection. Although current funds for the project are not available, the SFWMD and County Surface Water Management Program expect to be able to provide funding for water management improvements at some time in the future. Since County and/or District funds are presently not available for such a restoration project on the property, the owners' proposal to provide monetary assistance with exotic vegetation control will solve the problem of managing a disjunct Conservation 20/20 acquisition until appropriate funding is available for watershed restoration. The property owners have agreed to contribute \$10,000 at the time of closing toward the anticipated \$19,000 cost of initial exotic vegetation control to offset management difficulties of this site.

RECOMMENDATION: Pursue for acquisition subject to the condition that the Property Owner pay the sum of \$10,000 for exotic pest plant removal at the time of closing to offset the management costs of this site

CONSERVATION 20/20 #217

#217

Powell Canal

Carriage Village Lateral

Bayshore Lateral

HART RD

Carriage Village Lateral

Powell Bypass

BAYSHORE RD

NEW POST

Powell Creek

