

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

Blue Sheet No. 20031217

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize: (1) approval of the purchase of Parcel 225 in the amount of \$13,500.00, for the Conservation 2020 Land Acquisition Program, Project No. 8800; (2) payment of necessary costs and fees to close; (3) the Chairman on behalf of the Board of County Commissioners to execute purchase Agreement; and (4) the Division of County Lands to and handle and accept all documentation necessary to complete 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. 20030134 for Conservation 2020 Program.

2. DEPARTMENTAL CATEGORY: 06		3. MEETING DATE: 11-18-2003
COMMISSION DISTRICT # 4 <i>ALA</i>		
4. AGENDA:	5. REQUIREMENT/PURPOSE: (Specify)	6. REQUESTOR OF INFORMATION:
<input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> STATUTE	A. COMMISSIONER
<input checked="" type="checkbox"/> ADMINISTRATIVE	<input checked="" type="checkbox"/> ORDINANCE 96-12	B. DEPARTMENT Independent
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN. CODE	C. DIVISION County Lands <i>MS</i>
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> OTHER	BY: Karen L.W. Forsyth, Director <i>KLF</i>
<input type="checkbox"/> WALK ON		
TIME REQUIRED:		

7. BACKGROUND: Lot consists of .59 of an acre on Daughtry Creek, located at 16251 Bridge Road, East of Yacht Club Colony and adjacent to Caloosahatchee Creek Preserve in North Fort Myers.

Negotiated for: Division of County Lands

Interest to Acquire: Fee

Property Details:

Owner: William J. Swartz, Individually and as Trustee of the William J. Swartz Trust dated December 13, 1984

Address: 4652 Siesta Circle, Fort Myers, Florida 33901

STRAP No.: 29-43-25-00-00007.0100

Purchase Details:

Purchase Price: \$13,500

Costs to Close: Approximately \$2,500. (Seller is responsible for attorney and real estate broker fees, if any)

Appraisal Information:

Company: Bill Stewart of Stewart & Company

Appraised Value: \$13,500

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

Account: 20880030103.506110

ATTACHMENTS

- Purchase Agreement
- Title Commitment
- Public Records Name Search
- Affidavit of Interest
- Appraisal Cover Letter
- Sales History
- Property Appraiser Map

- 20 - Capital Projects
- 8800 - Conservation 2020
- 301 - Capital Improvements
- 03 - Conservation 2020
- 506110 - Land and Court Registry

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>			<i>SAO 10/21</i>	<i>Heidi Mey 10-22-03</i>	<i>OA 10-23-03</i>	<i>LOM 10-23-03</i>	<i>Risk 10-23-03</i>	<i>GC 10-23-03</i>	<i>MS 10/23/03</i>

10. COMMISSION ACTION:

- APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: 10/22/03
 Time: 11:45 am
 Forwarded to:
 Co. Adm.
 10/23/03 9AM

RECEIVED BY
COUNTY ADMIN:
 10/23/03
 10:50 am
COUNTY ADMIN
FORWARDED TO: *MS*
 10/23/03

This document prepared by
Lee County
County Lands Division
Project: **Conservation Lands Program, Project 8800**
Parcel: 225
STRAP No.: 29-43-25-00-00007.0100

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 7 day of October, 2003 by and between **WILLIAM J. SWARTZ, INDIVIDUALLY AND AS TRUSTEE OF THE WILLIAM J. SWARTZ TRUST DATED DECEMBER 13, 1984**, hereinafter referred to as SELLER, whose address is 4652 Siesta Circle, Fort Myers, Florida 33901, 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 .59 acres more or less, and located at 16251 Bridge Road, North Fort Myers, Florida 33917, 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 **Thirteen Thousand Five Hundred and no/100 Dollars (\$13,500.00)**, payable at closing by County Warrant.

WJS

3. **EVIDENCE OF TITLE:** ^{*BUYER*}SELLER will provide at ^{*BUYER'S*}SELLER'S expense *WJS*
an American Land Title Association Form B Title Commitment and
provide title insurance Owner's Policy in the amount of "Purchase
Price", from a title company acceptable to BUYER. Such commitment
will be accompanied by one copy of all documents which constitute
exceptions to the title commitment. Such commitment will also
show title to be good and marketable with legal access, subject
only to real estate taxes for the current year, zoning and use
restrictions imposed by governmental authority, and restrictions
and easements common to the area. *SELLER WILL CREDIT BUYER \$200.00* *WJS*
AT CLOSING, THIS SHALL BE DEEMED TO SATISFY BUYER AS TO SELLER
PROVIDING TITLE INSURANCE.

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~~ *WJS* reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** ^{*WJS*} At least 30 days prior to closing, ^{*BUYER MAY*} ~~SELLER~~ ^{*WJS*} will obtain, at ^{*BUYER'S*} ~~SELLER'S~~ expense, a boundary survey. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. If such survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect. *BUYER MAY TERMINATE THIS AGREEMENT IF ANY TITLE DEFECTS ARE NOT REMOVED OR CURED.* *WJS*

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If

the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition ~~with an appropriate abatement to the purchase price~~ or BUYER may terminate this Agreement without obligation.

WJS

TO THE BEST OF HIS KNOWLEDGE
WJS

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby ~~warrants and~~ represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. ~~There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities which have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity which could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of any release of hazardous materials onto or into the Property.~~

TO THE BEST OF SELLER'S KNOWLEDGE,

WJS

TO THE BEST OF SELLER'S KNOWLEDGE,

WJS

TO BEST OF SELLER'S KNOWLEDGE,

WJS

Represents

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

WJS

WJS

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

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

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



Kait Chandler

SELLER:

 10-7-03

William J. Swartz, (DATE)
Individually and as Trustee

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

1. 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 April 23, 2002. In this regard, SELLER warrants that no logging, clear cutting, mining or other significant impacts have occurred to or on, the property. BUYER shall inspect the property prior to closing and if, in BUYERS opinion, significant detrimental activity has occurred on the property with or without the SELLER'S knowledge and consent, since the time it was nominated, BUYER may elect to accept the damaged property in its existing condition with an appropriate reduction in the purchase price, or may terminate this agreement without obligation.

2. 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.

WJS

3. SELLER, at their expense, are to remove all concrete slabs, pilings, and foundations, clean up areas where removal takes place, and dispose of said items and refuse off site in accordance with Governmental regulations. SELLER is also responsible for the removal of any waste piles, to include abandoned vehicles, farm machinery and equipment, or household appliances. If SELLER fails to comply with this provision, Buyer may elect to accept the property in its existing condition, or may terminate this Agreement without obligation.

4. The above described property is not now, nor has it ever been, the homestead property of the grantor, nor contiguous to any homestead property of the grantor.

WITNESSES:



Fred Boren

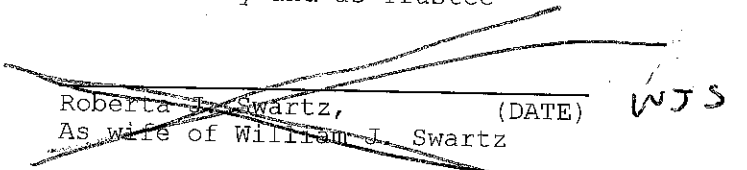


Kristi Chandler

SELLER:

 10-7-03

William J. Swartz, (DATE)
Individually and as Trustee

~~~~

~~Roberta J. Swartz, (DATE)
As wife of William J. Swartz~~

WJS

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"

Commence at the Northeast corner of the Southeast quarter (SE 1/4) of Section 29, Township 43 South, Range 25 East; thence run S 0°14'46" E along the East line of said Southeast quarter (SE 1/4), a distance of 206.0 feet; thence run S 89°43' W a distance of 543 feet; thence run S 7°48'W, a distance of 240.0 feet; thence run S 28°28' W a distance of 438.58 feet; thence run S 66°28' W a distance of 163.14 feet thence run S 23°38' W a distance of 238.51 feet; thence run S 64°28' W a distance of 117.31 feet; thence run S 7°28' W a distance of 70.58 feet; thence run N 82°32' W a distance of 30.0 feet to the point of beginning of the land herein described; thence run S 7°28' W a distance of 274.42 feet; thence run N 82°32' W a distance of 170 feet more or less, to the bank of Daughtrey's Creek; thence meander Northwardly along said bank to a line 299.89 feet northerly of and parallel with the Southerly described line; thence run S 82°32' E a distance of 180 feet, more or less, to a point on a curve concave to the East, said curve having as its elements, a central angle of 9°09'37" and a radius of 160.0 feet thence Southerly along the arc of said curve a distance of 25.58 feet to the point of beginning (known as Lots 11, 12 and 13 Sabal Way, YACHT CLUB COLONY, according to an unrecorded plat thereof), all in the Public Records, Lee County, Florida.

225

ENDORSEMENT

Attached to and forming a part of

COMMITMENT No. 297135CC

Issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

The commitment/policy is changed as follows:

SCHEDULE A IS HEREBY AMENDED AS FOLLOWS:

EFFECTIVE DATE: FEBRUARY 10, 2003

ALL OTHER MATTERS REMAIN 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.


DATE: FEBRUARY 26, 2003

FIRST AMERICAN TITLE INSURANCE COMPANY

By:
PARKER S. KENNEDY, President

LOUIS F. SISSON, III, P.A.
6315-E Presidential Court
Fort Myers, FL 33919

By:
MARK R. ARENSEN, Secretary


Authorized Signatory

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

225

ENDORSEMENT

Attached to and forming a part of

COMMITMENT No. 297136CC

**Issued by
FIRST AMERICAN TITLE INSURANCE COMPANY**

The commitment/policy is changed as follows:

SCHEDULE B / SECTION 2

Please note that item number six (6) of the owners policy to be issued hereon as to the exception concerning any minerals or mineral rights leased, granted or retained by current or prior owners will be deleted.

ALL OTHER MATTERS REMAIN 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.


DATE: FEBRUARY 20, 2003

FIRST AMERICAN TITLE INSURANCE COMPANY

By:
PARKER S. KENNEDY, President

**LOUIS F. SISSON, III, P.A.
6315-E Presidential Court
Fort Myers, FL 33919**

By:
MARK R. ARENSEN, Secretary


Authorized Signatory

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

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No. #: **297135CC** Commitment Date: **NOVEMBER 3, 2002** File No: **297135CC**
 Underwriter File No. **1021-102193** at **8:00 A.M.**

1. Policy or Policies to be issued:

ALTA LOAN POLICY(10-17-92)(with Florida Modifications) Policy Amount: \$
 Proposed Insured:

ALTA OWNER'S POLICY(10-17-92)(with Florida Modifications) Policy Amount: **TO BE DETERMINED**
 Proposed Insured:

LEE COUNTY, a Political Subdivision, of the State of Florida

2. A Fee Simple interest in the land described in this Commitment is owned at the Commitment Date, by:
WILLIAM J. SWARTZ, Trustee of the William J. Swartz Trust dated 12/13/84

The land referred to in this Commitment is described as follows:

**AS DESCRIBED IN SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF
 BY REFERENCE.**

LOUIS F. SISSON, III, P.A.
6315-E Presidential Court
Fort Myers, FL 33919
(239) 482-3521

By: *Louis F. Sisson, III*
Authorized Signatory

SCHEDULE A
 FIRST AMERICAN TITLE INSURANCE COMPANY
 Commitment Form

NOTE: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any rider pages incorporated by reference in the insert pages.

SCHEDULE A CONTINUED

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

First African Title Insurance Company

Schedule A (Continued)

Agent File No.: 29713500

Commence at the Northeast corner of the Southeast quarter (SE 1/4) of Section 29, Township 43 South, Range 25 East; thence run S 0° 14' 46" E along the East line of said Southeast quarter (SE 1/4), a distance of 206.0 feet; thence run S 89° 43' W a distance of 543 feet; thence run S 7° 48' W, a distance of 240.0 feet; thence run S 28° 28' W a distance of 438.58 feet; thence run S 66° 28' W a distance of 163.14 feet thence run S 23° 38' W a distance of 238.51 feet; thence run S 64° 28' W a distance of 117.31 feet; thence run S 7° 28' W a distance of 70.58 feet; thence run N. 82° 32' W a distance of 30.0 feet to the point of beginning of the land herein described; thence run S 7° 28' W a distance of 274.42 feet; thence run N 82° 32' W a distance of 170 feet more or less, to the bank of Daughtrey's Creek; thence meander Northwardly along said bank to a line 299.89 feet northerly of and parallel with the Southerly described line; thence run S 82° 32' E a distance of 180 feet, more or less, to a point on a curve concave to the East, said curve having as its elements, a central angle of 9° 09' 37" and a radius of 160.0 feet thence Southerly along the arc of said curve, a distance of 25.58 feet to the point of beginning (known as Lots 11, 12 and 13 Sabal Way, YACHT CLUB COLONY, according to an unrecorded plat thereof), all in the Public Records, Lee County, Florida.

SCHEDULE B-SECTION 1Commitment No. **297135CC**File No. #: **297135CC**

The following are the requirements to be complied with:

Item a) Pay and/or disburse the agreed amount for the interest in the land to be insured and/or according to the mortgage to be insured.

Item b) Pay us the premiums, fees and charges for the policy.

Item c) Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

Item d) The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

1. Deed from William J. Swartz, Individually and as Trustee of the William J. Swartz Trust dated 12/13/84, joined by spouse if married, to Lee County a Political Subdivision of the State of Florida, conveying the property described in Schedule A.

2. Affidavit in recordable form stating that the land described in Schedule "A" was not the homestead of Maurice Perkins on 6/16/82, the date of recording of Deed in O.R. Book 1614, Page 659, Public Records of Lee County, Florida, nor anyone for whose support he was responsible resided on or adjacent to said land on that date.

3. Proof of payment of taxes and assessments for the year 2002 in the gross amount of \$9.64 for tax parcel number 29-43-25-00-00007.0100.

4. Written evidence, from the appropriate governmental authorities, that City and County Real Estate Taxes, Special Assessment Liens, Water and Sewer and Trash Removal Charges, if any have been paid.

NOTE: Items 1 through 5 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.

NOTE: 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.

SCHEDULE B-SECTION 2Commitment No. **297135CC**File No.#. **297135CC**

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.

1. 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.
 2. Any rights, interest or claims of parties in possession of the land not shown by the public records.
 3. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
 4. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
 5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
 6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
 7. Any minerals or mineral rights leased, granted or retained by current or prior owners.
 8. Taxes and assessments for the year 2003 and subsequent years.
- NOTE: 2002 ad valorem taxes show unpaid in the gross amount of \$9.64 for Tax Identification number 29-43-25-00-00007.0100.**
9. This Policy does not insure title to any part of the land lying below the ordinary high water mark of any abutting body of water and does not insure title to the beds or bottoms of lakes, rivers or other bodies of water located on or within the property described in Schedule A.
 10. Riparian and/or littoral rights are not insured.
 11. Restrictions, conditions, reservations, easements and other matters shown on the unrecorded plat of Yacht Club Colony.

SCHEDULE B-2

FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment Form

WILLIAM J. SWARTZ TRUST

This Trust Agreement made this 13th day of December, A. D., 1984, by and between,

WILLIAM J. SWARTZ, of Fort Myers, State of Florida, hereinafter called the Settlor, and,

WILLIAM J. SWARTZ, or his successors, hereinafter called the Trustee.

(Whenever the words "Trustee" and "Settlor" are found, they refer also to the plural or vice versa, as the case may be).

WITNESSETH

That for and in consideration of the covenants herein contained and for Ten Dollars and Other Good and Valuable Considerations, the Settlor, shall, from time to time, deliver to the Trustee certain property and the Trustee agrees to hold, administer and distribute so much of the corpus and accumulated income, including capital gains of this Trust (together with additions thereto and re-investments thereof) as he in his judgment, deems advisable for the health, welfare and benefit of the Settlor in accordance with the terms and provisions hereinafter set out.

ARTICLE I

(Disposition of Income)

The Trustee shall hold, manage and control the property comprising the trust estate, collect the income therefrom and shall pay or apply the net income to the use of the Settlor in quarterly or other convenient installments (at least annually) during his lifetime, or to such persons or person, and in such proportions as he may, from time to time, in writing direct. Trustee also has the power to invade principal for the well being of the Settlor.

ARTICLE II

(Taxes and Accounting)

The Trustee shall have the duty to file any required income tax, intangible tax or other tax returns for the Trust and to see that any taxes due are paid thereon. The Trustee shall also have the duty to maintain records of receipts and disbursements of the Trust and account for all Trust proceeds of any type.

John B. Farrell

*Attorney at Law
1100 The Royal
Suite 208
Fort Myers, Florida 33901
1984.000*

DR2177 Pg|222

ARTICLE III

(Powers of Trustee)

In addition to the authority conferred upon fiduciaries by law, the Trustee shall have the following powers with respect to both principal and accumulated income, and such powers shall continue until distribution is actually made.

(a) To accept in kind and retain any real or personal property as a part of this Trust without regard to any principle of diversification and to invest in any form of property, real or personal, without restriction to legal investments for fiduciaries.

(b) To purchase investments and any other property at a premium.

(c) To sell, at public or private sale, exchange or lease for any period of time any real or personal property and to give options for sales and leases.

(d) To borrow money and to mortgage or pledge any real or personal property. To also lend money and/or to give security, or to take back a note and mortgage as security for funds owed the Trustees in any transaction and to execute satisfactions of notes and mortgages.

(e) To register property in the name of a nominee or to hold property unregistered.

(f) To exercise, after Settlor's death, any option, right or privilege granted in any insurance policy.

(g) To purchase insurance on the life of any beneficiaries.

(h) For the purpose of facilitating the administration of Settlor's estate:

1. To lend money to Settlor's personal representative upon such terms and conditions as it may deem proper.

2. To pay, without reimbursement, to the said personal representative, out of the principal of the Trust created in ARTICLE I, such amount as it may deem required for the purpose of paying a part or all of the expenses of administering Settlor's estate, including the expenses of his funeral debts, and liabilities.

082177 pg 229

John B. Farrell
Attorney at Law
1100 1st Street
St. Paul, Minn. 55102

No trust created hereby, (except those making distributions to charitable causes) or by exercise of a power of appointment hereunder, shall continue for more than 21 years after the death of the last to die of myself and the distributees in being at my death. Any property still held in trust at the expiration of that period shall immediately be distributed to the persons then entitled to receive or have the benefit of the income therefrom in proportions in which they are entitled thereto, or if their interests are indefinite, then in equal shares.

Neither the principal nor the income of the Trust, while in the hands of my Trustee, shall be liable for the debts of any distributee nor shall the same be subject to seizure or attachment by any creditor of any distributee under any writ or proceeding at law or in equity.

Trustee shall have the sole discretion as to which Trust assets are distributed to any distributee except as otherwise above designated.

IN WITNESS WHEREOF, the party hereto has hereunto set his hand and seal the day and year first written above.

Signed, sealed and delivered in the presence of:

[Signature]

William J. Swartz

WILLIAM J. SWARTZ,

Settlor

Sharon A. Dierker

William J. Swartz

WILLIAM J. SWARTZ,

Trustee

STATE OF FLORIDA)
COUNTY OF LEE)

BEFORE ME, the undersigned authority, personally appeared WILLIAM J. SWARTZ as Settlor and Trustee respectively, to me well known, who does swear and affirm that the creation of the aforementioned Trust is his free act and he does further, as Trustee, agree to act and fully accept the conditions of this Trust; that the above Settlor did sign in the presence of the two witnesses who signed in the presence of each other and in the presence of the said Settlor.

SWORN TO AND SUBSCRIBED before me this 13th day of December, A. D. 1984.

[Signature]
Notary Public

My Commission Expires July 11, 1985

-Page Twelve-

John B. Fussell

Notary at Law

1100 1/2 St. Regal

St. Louis, MO

Not. Reg. No. 2100

01/01/80

08-2-77-101-224

CHARLE GREEN LEE CITY FL
90 SEP 26 PM 3:33

Lee County Clerk of Courts

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Verified as of 9/27/2003

For records before 1988, contact the Clerk's Recording Office

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Parcel: 225

STRAP: 29-43-25-00-00007.0100

Project: Conservation Lands Program, Project No. 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 17TH day of OCTOBER, 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:

William J. Swartz Trust dated December 13, 1984

4652 Siesta Circle, Fort Myers, FL 33901

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. WILLIAM J. SWARTZ

2. _____

3. _____

4. _____


5. _____

6. _____

The real property to be conveyed to Lee County is known as: 29-43-25-00-00007.0010

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:


Witness Signature

TERESA L. MANN
Printed Name


Witness Signature

PAUL R. EHNFELT
Printed Name


Signature of Affiant

WILLIAM J. SWARTZ
Printed Name


Affidavit of Interest in Real Property
Parcel: 225
STRAP: 29-43-25-00-00007.0100
Project: Conservation Lands Program, Project No. 8800

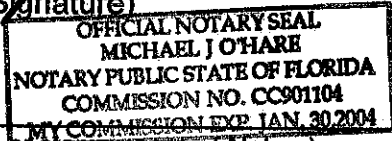
STATE OF FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 17 day of OCTOBER, 2003 by WILLIAM J. SWANTZ
(name of person acknowledged)

(SEAL)


(Notary Signature)



(Print, type or stamp name of Notary)

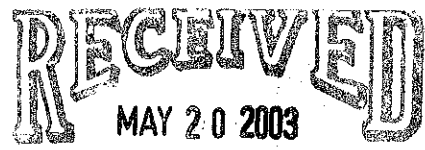
Personally known X
OR Produced Identification _____
Type of Identification _____

STAFF REVIEW

5-27-03

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
Office of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398
Attn: Mr. Robert G. Clemens

APPRAISERS:

William E. Stewart, Jr., MAI
STEWART & COMPANY
1919 Courtney Drive, Suite 9
Fort Myers, Florida 33901
Ph: (239) 936-4041, Ext. 13

SUBJECT:

Conservation Lands Program
Parcel 225
North Fort Myers, Florida
One residential homesite located on the east bank of Daughterys Creek, southeast of the bridge across Daughterys Creek at the north end of Yacht Club Colony subdivision.

LEGAL DESCRIPTION:

The legal description of the subject property is lengthy and may be found in the Addenda section of this report.

INTEREST VALUED:

Fee Simple

EFFECTIVE DATE OF VALUE:

May 6, 2003

DATE OF INSPECTION:

May 6, 2003

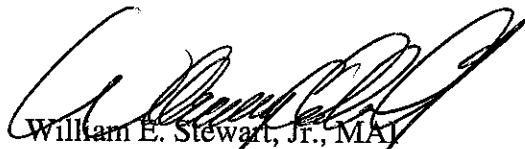
DATE OF REPORT:

May 20, 2003

MARKET VALUE ESTIMATE:

\$13,500

STEWART & COMPANY, INC.



William E. Stewart, Jr., MAI

State-Certified General Appraiser 0000233

Conservation 20/20 Nomination 225 STR 29432500000070010

