

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

**Blue Sheet No. 20041461**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the purchase of Parcel 262, located on Veterans Parkway in Section 19, Township 44 South, Range 23 East, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$1,700,000, 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. 20040614 for the Conservation 2020 Program.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 1 *ALA*

**3. MEETING DATE:** *12-14-2004*

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

**5. REQUIREMENT/PURPOSE:**  
 (Specify)  
 STATUTE 125  
 ORDINANCE 96-12  
 ADMIN.  
 OTHER Blue Sheet 20040614

**6. REQUESTOR OF INFORMATION**  
**A. COMMISSIONER**  
**B. DEPARTMENT** *Independent*  
**C. DIVISION** *County Lands*  
**BY:** *Karen L. W. Forsyth, Director* *KRW*

**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 Parcel 262, consisting of 54 acres located on Veterans Parkway, south of Pine Island Road, further identified as STRAP No. 19-44-23-00-00001.1000. (A portion of the subject property may be required for the future widening of Veterans Parkway).

The original asking price for Parcel 262 was \$2,295,000. However, through negotiations, the owner, Nancy C. Santamaria, Trustee, has agreed to sell the property for \$1,700,000, pursuant to the terms and conditions set forth in the purchase agreement. The County will be required to pay for an environmental site audit and recording of the deed. The Seller will be required to pay for title insurance, boundary survey, documentary stamp tax, and real estate broker and attorney fees, if any.

In accordance with FS 125.355, two appraisals were obtained. Hanson Real Estate Advisors, Inc., valued the property at \$1,455,000, as of August 4, 2004. The firm of Clayton, Roper & Marshall, Inc., valued the property at \$1,730,000 as of July 17, 2004.

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, Affidavit of Interest, Title Report, Appraisal Data, Sales History, Parcel Reference Map, Blue Sheet No. 20040614, and CLASAC Recommendation.

**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>DAW 11/31/04</i>	<i>[Signature]</i>	<i>OA 11-4-04</i>	<i>OM 11/4/04</i>	<i>RISK 11/4/04</i>	<i>GC 11/4/04</i>	<i>[Signature] 11-4-04</i>

**10. COMMISSION ACTION:**  
 APPROVED  
 DENIED  
 DEFERRED *ON 11/16/04 TO 12/14/04 (PER RECOMMENDATION)*  
 OTHER

Rec. by CoAtty  
 Date: *11/3/04*  
 Time: *11:35*  
 Forwarded to:  
*Co. Adm.*  
*11/4/04 4 PM*

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
*11/04/04*  
*4:30 pm*  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
*11/4/04*  
*5 PM*

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this  
\_ day of \_\_\_\_\_, 2004 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:

**Nancy C. Santamaria, As Successor Trustee of the Trust Agreement Dated  
July 21, 1998  
2337 Sunset Boulevard  
Houston, Texas 77005**

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. Lyn Cox Tebrugge, 2102 Ketch Court, Tarpon Springs, Florida 34689
2. Janine Cox Vann and Thomas H. Vann, Jr., h/w  
407 E. Jefferson Street, Thomasville, Georgia, 31792
3. Santamaria Investments, Ltd., a Texas limited partnership  
Those individuals involved with this limited partnership are as follows:

Nancy C. Santamaria and Joseph W. Santamaria, h/w  
2337 Sunset Boulevard  
Houston, Texas 77005

Jason A. Santamaria  
424 Millspring Drive, Durham, North Carolina 27705


Eric F. Santamaria  
24 Hall Street, #3, Jamaica Plain, Massachusetts 02130


The real property to be conveyed to Lee County is known as:

**SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.**


FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Printed Name

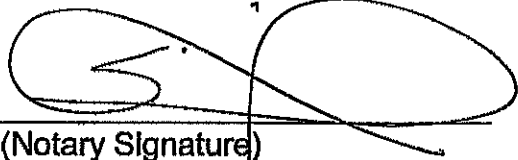
  
\_\_\_\_\_  
Signature of Affiant

Nancy C. Santamaria, Trustee  
Printed Name

Affidavit of Interest in Real Property  
Parcel: 262/Santamaria  
STRAP: 19-44-23-00-00001.1000  
Project: Conservation 2020 Program/8800

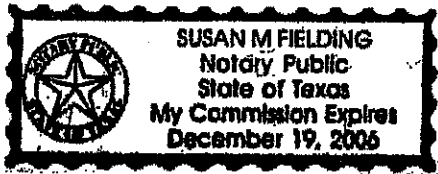
STATE OF TEXAS  
COUNTY OF HARRIS

SWORN TO AND SUBSCRIBED before me this 1 day of NOVEMBER, 2004 by  
Nancy C. Santamaria, Trustee.



(Notary Signature)

(SEAL)



SUSAN M. FIELDING  
(Print, type or stamp name of Notary)

Personally known \_\_\_\_\_  
OR Produced Identification X  
Type of Identification TX DL.

## "Exhibit A"

A tract or parcel of land lying in Section 19, Township 44 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

From the Northeast corner of said Section 19, run South  $00^{\circ}30'53''$  West along the East line of said Section for 1331.63 feet to an intersection with the South line of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 19; Thence run North  $89^{\circ}07'08''$  West along said South line for 230 feet to an intersection with the West right-of-way line of proposed Burnt Store Road Extension and the Point of Beginning of herein described parcel.

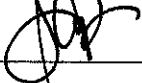
From said Point of Beginning continue North  $89^{\circ}07'08''$  West along said South line for 1667.14 feet; Thence run South  $33^{\circ}48'40''$  East for 1832.31 feet; Thence run South  $02^{\circ}00'26''$  West for 516.51 feet; Thence run South  $58^{\circ}32'34''$  East for 295.35 feet; Thence run South  $09^{\circ}12'56''$  East for 486.76 feet; Thence run South  $49^{\circ}18'50''$  East for 407.96 feet to an intersection with said West right-of-way line; Thence run North  $00^{\circ}30'53''$  East along said West right-of-way line for 2906.09 feet to a point of curvature; Thence run Northerly along an arc of a curve to the right of radius 3022.79 feet (chord bearing North  $00^{\circ}35'12''$  East) (chord 7.59 feet) (delta  $00^{\circ}08'38''$ ) for 7.59 feet to the Point of Beginning.

**Division of County Lands**

**In House Title Search**

Search No. 19-44-23-00-00001.1000  
Date: April 28, 2004  
Parcel: 262  
Project: Conservation Lands Program,  
Project 8800

To: Reneé Armstrong  
Property Acquisition Assistant

From: Shelia A. Bedwell, CLS   
Property Acquisition Assistant

STRAP: 19-44-23-00-00001.1000

This search covers the period of time from August 19, 2003, at 8:00 a.m. to April 13, 2004, at 5:00 p.m.

**Subject Property:** See attached Schedule X

Title to the subject property is vested in the following:

**Nancy C. Santamaria, as Successor Trustee of the Trust Agreement dated July 21, 1988**

by that certain instrument dated January 10, 2000, recorded January 12, 2000, in Official Record Book 3209, Page 3133, Public Records of Lee County, Florida.

**Subject to:**

1. Oil, gas and mineral rights reserved by the Estate of T.M. Stevens, deceased, in instrument recorded in Deed Book 192, Page 18, Public Records of Lee County, Florida..
2. Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection recorded in Official Record Book 2189, Page 3281 and amended by Lee County Ordinance No. 86-38 recorded in Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.
3. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for services by any water, sewer or gas systems supplying the lands described herein.
4. Riparian and littoral rights are not insured.
5. Judgment against Robert Cox recorded October 22, 1997, in Official Record Book 2280, Page 2628, Public Records of Lee County, Florida. This matter must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

**Division of County Lands****In House Title Search**

Search No. 19-44-23-00-00001.1000

Date: April 22, 2004

Parcel: 262

Project: Conservation Lands Program,  
Project 8800**Schedule "X"**

A tract or parcel of land lying in Section 19, Township 44 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

From the Northeast corner of said Section 19, run South  $00^{\circ}30'53''$  West along the East line of said Section for 1331.63 feet to an intersection with the South line of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 19; Thence run North  $89^{\circ}07'08''$  West along said South line for 230 feet to an intersection with the West right-of-way line of proposed Burnt Store Road Extension and the Point of Beginning of herein described parcel.

From said Point of Beginning continue North  $89^{\circ}07'08''$  West along said South line for 1667.14 feet; Thence run South  $33^{\circ}48'40''$  East for 1832.31 feet; Thence run South  $02^{\circ}00'26''$  West for 516.51 feet; Thence run South  $58^{\circ}32'34''$  East for 295.35 feet; Thence run South  $09^{\circ}12'56''$  East for 486.76 feet; Thence run South  $49^{\circ}18'50''$  East for 407.96 feet to an intersection with said West right-of-way line; Thence run North  $00^{\circ}30'53''$  East along said West right-of-way line for 2906.09 feet to a point of curvature; Thence run Northerly along an arc of a curve to the right of radius 3022.79 feet (chord bearing North  $00^{\circ}35'12''$  East) (chord 7.59 feet) (delta  $00^{\circ}08'38''$ ) for 7.59 feet to the Point of Beginning.

**Division of County Lands**

**In House Title Search**

Search No. 19-44-23-00-00001.1000

Date: April 22, 2004

Parcel: 262

Project: Conservation Lands Program,  
Project 8800

X  
NOTE FOR INFORMATION ONLY: Easement shown along the southerly portion of subject property on GIS map, as recorded in Official Record Book 1492, Page 552, was re-conveyed to Robert O. Cox, Trustee, by instrument recorded in Official Record Book 2071, Page 253, Public Records, Lee County, Florida.

**Tax Status:** 2003 taxes have been paid.

*(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.**

# HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

August 4, 2004

Robert G. Clemens  
Acquisition Program Manager  
Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902

Subject: Conservation Lands Program  
Project No. 8800, Parcel No. 262  
Property: 54 acre tract of vacant land located along westerly  
edge of Veterans Parkway, 1,293 feet south of SR 78 -  
Pine Island Road  
County: Lee County, Florida  
Complete Summary Appraisal  
Hanson Real Estate Advisors, Inc. File No. 04-07-03

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis has been made of the above referenced property, which is legally described in the attached appraisal report for the purpose of estimating the market value of the fee simple ownership interest in the land.

The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Standards of Professional Practice of the Appraisal Institute. Our opinion of market value is premised upon the Assumptions and Limiting Conditions included in this report. The definition of market value is in Addendum B.

The property is a vacant, unimproved tract of land containing an area of approximately 54 gross acres including 40.55 useable acres, 13.45 acres of wetlands. The subject property is located along the westerly edge of Veterans Parkway, approximately 1,293 feet south of SR 78 - Pine Island Road and an estimated 16 miles west of Interstate 75 in the western Lee County market area of Lee County, Florida.

The subject property is characterized by an easterly edge with an estimated 2,900 feet of frontage along Veterans Parkway. The property is zoned AG-2 (Agricultural) and is designated Rural and Wetlands on the Lee County Comprehensive Plan Future Land Use Map. The appraisers have estimated the highest and best use of the property to be for speculative holding for future development.



Robert G. Clemens  
August 4, 2004  
Page 2

Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in this report, it is our opinion that the market value of the subject property as of August 4, 2004, is

**ONE MILLION FOUR HUNDRED FIFTY FIVE THOUSAND DOLLARS  
(\$1,455,000).**

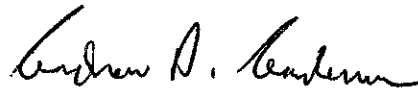
The market exposure time is estimated to be 12 to 24 months.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM  
St. Cert. Gen. REA RZ 0001003



Andrew D. Anderson  
Registered Trainee RI 14189



Clayton, Roper & Marshall, Inc., a Florida Corporation

CRAIG H. CLAYTON, MAI  
State-Certified General Appraiser RZ 118

PAUL M. ROPER, MAI, SRA  
State-Certified General Appraiser RZ 141

STEVEN L. MARSHALL, MAI, SRA  
State-Certified General Appraiser RZ 155

September 7, 2004

Mr. J. Keith Gomez, Property Acquisition Agent  
Lee County Southwest Florida  
P.O. Box 398  
Fort Myers, Florida 33902-0398

RE: Appraisal report of 54.1± acres of vacant land located within unincorporated Lee County, Florida.

As requested, we have made the inspections, investigations, and analyses necessary to appraise the 54.1+ acres of vacant land located on the west side of Veterans Parkway south of Pine Island Road (SR 78) within unincorporated Lee County, Florida. The subject property is described by both narrative and legal descriptions contained within the text of the following Complete Appraisal Summary Report.

The purpose of the appraisal was to estimate the market value of the fee simple interest in the subject property. The estimate of value is made under market conditions prevailing as of July 17, 2004. Market value, fee simple interest, and other appraisal terms are defined within the text of the following appraisal report. This appraisal is subject to the *Assumptions and Limiting Conditions* that have been included within the text of this report.

Based upon our investigation into those matters that affect market value and by virtue of our experience and training, we have estimated that the market value of the unencumbered fee simple interest in the subject property, effective July 17, 2004, was:

**ONE MILLION SEVEN HUNDRED THIRTY THOUSAND DOLLARS**  
**(\$1,730,000).**

This letter of transmittal precedes and is hereby made a part of the full narrative appraisal report that follows, setting forth the most pertinent data and reasoning which was used in order to reach the final value estimate.

In keeping with our agreement with Lee County Southwest Florida, only officials of Lee County shall have the right or use of this appraisal report. This appraisal report may not be used for any purpose by any person other than those mentioned above without the prior written consent of Clayton, Roper & Marshall. Possession of the report, or a copy thereof, does not carry with it the right of publication. No other party is entitled to rely on the information, conclusions, or opinions contained herein.

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Real Estate Appraisers • Consultants • Since 1982

Orlando Headquarters: 246 North Westmonte Drive, Altamonte Springs, Florida 32714  
Telephone: (407) 772-2200 / Facsimile: (407) 772-1340

September 7, 2004

Page 2

Mr. J. Keith Gomez, Property Acquisition Agent  
Lee County Southwest Florida

We hereby certify that we personally have inspected the property appraised; the statements of fact contained in this report are true and correct; that we have no past, present or prospective interest therein and no personal interest or bias with respect to the parties involved; that the compensation is not contingent on an action or event resulting from the analysis, opinions or conclusions in, or the use of, this report; that to the best of our knowledge and belief the data, information and opinions herein presented are correct, subject to the *Assumptions and Limiting Conditions* included with the appraisal report and are our personal, unbiased professional analyses, opinions and conclusions; that no one other than the persons signing the report prepared the analyses, conclusions and opinions concerning the real estate set forth in such report; and our analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. This appraisal assignment, as well as our opinions and conclusions, were not based on a requested minimum value, a specific value, or approval of a loan.

The Appraisal Institute maintains a voluntary continuing education program for its members. As of the date of this report, the undersigned MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute. We do not authorize the out of context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives and to the requirements of the State of Florida relating to review by its Real Estate Appraisal Board. This is a certified appraisal as defined in the provisions of Part II, Chapter 475.501, Florida Statutes.

Respectfully submitted,

CLAYTON, ROPER & MARSHALL



Paul M. Roper, MAI, SRA  
State-Certified General Appraiser  
License Number: RZ 141

PMR:RNB:MVP/lsa

## SUMMARY OF SALIENT FACTS

<u>TYPE OF APPRAISAL</u>	Complete Appraisal – Summary Report						
<u>LOCATION</u>	West side of Veterans Parkway south of Pine Island Road (SR 78) located within unincorporated Lee County, Florida.						
<u>PROPERTY TYPE</u>	Vacant Land						
<u>SIZE</u>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Site:</td> <td>54.1± Gross Acres</td> </tr> <tr> <td>Wetlands:</td> <td>14.9± Acres</td> </tr> <tr> <td>Uplands:</td> <td>39.2± Acres</td> </tr> </table> <p>The size designations were provided by a Development Suitability Report produced by Craig M. Smith with W. Dexter Bender and Associates, Inc. (Included in the addendum of the report)</p>	Site:	54.1± Gross Acres	Wetlands:	14.9± Acres	Uplands:	39.2± Acres
Site:	54.1± Gross Acres						
Wetlands:	14.9± Acres						
Uplands:	39.2± Acres						
<u>ZONING</u>	AG-2, Lee County						
<u>FUTURE LAND USE</u>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Wetlands:</td> <td>Conservation Lands Wetlands</td> </tr> <tr> <td>Uplands:</td> <td>Rural (one unit per one acre)</td> </tr> </table>	Wetlands:	Conservation Lands Wetlands	Uplands:	Rural (one unit per one acre)		
Wetlands:	Conservation Lands Wetlands						
Uplands:	Rural (one unit per one acre)						
<u>HIGHEST &amp; BEST USE</u>	Single-family Development						
<u>DATE OF VALUATION</u>	July 17, 2004						
<u>FINAL VALUE ESTIMATE OF MARKET VALUE</u>	\$1,730,000						
<b>GROSS LAND AREA</b>	Total area within the described boundary of the property. Total area without deduction of any kind. This classification would include lake bottom and all soil types.						
<b>NET LAND AREA</b>	Gross land area less water bottom; land area above the normal high water mark.						
<b>GROSS USABLE LAND AREA</b>	Net land area less surplus marginal land; would include such items as marginal land which would have utility for greenspace or mitigation purposes.						
<b>NET USABLE LAND AREA</b>	Net land area less all marginal land.						

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**CLAYTON, ROPER & MARSHALL**

# 5-Year Sales History

Parcel No. 262

Conservation 2020 Program  
Project No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N
Robert O. Cox, Individually and as Trustee	Nancy C. Santamaria, Trustee	\$100	01/12/00	N

CRITERIA		SCORE	COMMENTS
<b>A. SIZE AND CONTIGUITY</b>			
<b>1. Size of Property</b>			
a.	≥ 500 acres	6	
b.	400 to < 500 acres	5	
c.	300 to < 400 acres	4	
d.	200 to < 300 acres	3	
e.	100 to < 200 acres	2	
f.	50 to < 100 acres	1	
g.	< 50 acres	0	54 acres
<b>2. Contiguous to:</b>			
a.	Coastal waters and other sovereignty submerged lands	4	0
b.	Existing preserve area, c.e., wma or refuge	4	4
c.	Preserve areas officially proposed for acquisition	2	0
<b>B. HABITAT FOR PLANTS AND ANIMALS</b>			
<b>1. Native Plant Cover</b>			
a.	≥ 75 % of the property has native plant cover	8	
b.	50% to < 75% has native plant cover	4	
c.	25% to < 50% has native plant cover	2	
d.	< 25% has native plant cover	0	0
<b>2. Significant for wide-ranging species</b>			
	Panther Habitat, wetlands, ponds, grass lands, etc.	2	0
<b>3. Rare and Unique Uplands</b>			
a.	Scrub, hammock, old growth pine	2	0
b.	Mature, second growth pine flatwood	1	0
<b>4. Diversity</b>			
a.	5 or more FLUCCS native plant community categories	2	0
b.	3 or 4 FLUCCS native plant community categories	1	0
c.	2 or less FLUCCS native plant community categories	0	1
<p>There are 39.2 acres of uplands: Brazilian Pepper (23.3ac.), Melaleuca (4.5ac.), and Australian Pines (11.4ac.). There are 12.2 acres of wetlands: Mangrove Swamps (3.2ac.), Mangrove Swamps invaded by Brazilian pepper (0.5ac.), Hydric Brazilian pepper (5.1ac.) and Hydric Melaleuca (3.8ac.). The remaining 2.3 acres are canals.</p>			

C. SIGNIFICANCE FOR WATER RESOURCES		COMMENTS
<b>1. Serves or can serve as flow-way</b>		
	Site contains a primary flow-way, creek, river, wetland corridor; large contributing watershed; possibly identified in the Lee County Surface Water Master Plan, South Lee County Study, or by staff	4
a.	Site contains flow-way, through tributary, medium size watershed, or just a portion of system/one side of conveyance, may not be identified in study	3
b.	Same as b., smaller watershed, not as defined, disconnected	2
c.	Site conveys runoff, minimal area	1
d.		
e.	Site provides no conveyance of surface water	0
f.	Add 2 points if conveyance is natural (not man-made)	+2
<b>2. Strategic to Flood Management</b>		
	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2
c.	No significant flood issues	0
e.		
<b>3. Protect a water supply source.</b>		
c.	No recharge or potential water supply opportunities	0
<b>4. Offset Damage to or Enhance Water Quality.</b>		
a.	Presence of wetland, retention, or lake that is currently providing water quality benefits	2
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
		The 12.2 acres of wetlands, even though degraded by exotics, provide water quality benefits.
		Site provides outfall for Veterans Pkwy and development to the east. There are approximately 2.3 acres of canals. The ditch that runs along the northern and western perimeter of this property is an invaluable outfall for the residential development (formerly Royal Tee Country Club) to the east as well as for roadside drainage from Veteran's Parkway. In addition, that ditch has the potential to be an outfall for the residents of Scallop & Pompano Lanes, a neighborhood that has suffered from inadequate drainage and chronic flooding for years. The northern part of that ditch was cleaned last year as a Neighborhood Improvement Project at the request of LCDOT and Royal Tee for assistance in improving drainage in the area. The water that drains through the ditch outfalls into Tom Black Lake on the adjoining County property and then out into Matlacha Pass. The County does not have a drainage easement along this ditch so by acquiring this property, the County will have the ability to permanently protect and maintain the drainage outfall.
		All conveyances are man-made. Ditches and berms
		Preservation of the mangrove fringe and prevention of development within the Coastal High Hazard Area also helps alleviate coastal flooding problems.

STRAP: 19-44-23-00-00001.1000

AREA: Cape Coral - Veterans Parkway Extension

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE		COMMENTS
1.	Good Access for Public Use and Land Management	
	Parcel can be accessed from a freeway, expressway, arterial street, or major collector	3
2.	Recreation/Eco-Tourism Potential	3
	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
3.	Land Manageability	2
	75% or greater of the perimeter of site is surrounded by low impact land uses	3
	50%-75% of the perimeter of site is surrounded by low impact land uses	2
	Less than 25% of the perimeter of the site is surrounded by low impact land uses	1
4.	Development Status (Maximum 4 points)	0
a.	The Parcel is Approved for Development or is Exempt from Clearing Regulations	4
b.	The Parcel is Zoned for Intensive Use	2
c.	Future Land Use Map: Intensive Land Use Category	1
<b>TOTAL POINTS</b>		<b>18</b>

**COMMENTS:** The School District studied and rejected this property as a potential school site last year. A small portion (approx. 2 acres) may be needed for a future Emergency Management Services Station. Additional right-of-way may be needed to widen Veterans Parkway if it becomes an expressway corridor. The Division of Natural Resources considers this site to have very good restoration potential for surface water management needs. The Dept. of Parks and Recreation staff considers the site to be a potentially valuable component of the Great Calusa Blueway depending upon the navigability of the tributary through Tom Black Lake to Matlacha Pass and conservation easement requirements on the land between this parcel and Matlacha Pass. The City of Cape Coral supports the acquisition and use of this parcel as part of the Great Calusa Blueway, but cannot contribute funds for management or development of public facilities at this time.

**RECOMMENDATION:** Pursue for acquisition subject to the provision that Lee County may in the future acquire and sell back to 20/20 land for an Emergency Management Services station and/or right-of-way to widen Veterans Parkway.



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

**Blue Sheet No. 20040614**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the recommendation of the Conservation Lands Acquisition and Stewardship Advisory Committee to pursue for acquisition approximately 54 acres in Township 44S, Range 23E, Section 19 on Veterans Parkway and known as Conservation 20/20 Nomination 262. Authorize staff to enter negotiations with the property owners.

**WHY ACTION IS NECESSARY:** The Board must approve advisory committee recommendations for Conservation 20/20 Program acquisitions and must authorize necessary expenses for the negotiation process.

**WHAT ACTION ACCOMPLISHES:** Begins the negotiation process to buy environmentally sensitive lands needed for native plants and animals, flood control, water quality, water supply, and public use.

**2. DEPARTMENTAL CATEGORY: 06  
COMMISSION DISTRICT: 01**

*C6F*

**3. MEETING DATE:**

*06-01-2004*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

**5. REQUIREMENT/PURPOSE:**  
(Specify)

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

**6. REQUESTOR OF INFORMATION:**

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

*[Signature]*

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

CLASAC has considered the future needs of the Department of Transportation (DOT), the School District, Emergency Management Services (EMS) and Utilities. The School District studied and rejected this property as a potential school site last year. A small portion (approx. 2 acres) may be needed for a future EMS station. Additional right-of-way may be needed to widen Veterans Parkway if it becomes an expressway corridor. The Division of Natural Resources considers this site to have very good restoration potential for surface water management needs. The Dept. of Parks and Recreation staff considers the site to be ideally located for another launching access point with parking for the Great Calusa Blueway. CLASAC recommends that Conservation 20/20 Nomination 262 be pursued for acquisition subject to the provision that Lee County may in the future acquire and sell back to 20/20 land for an Emergency Management Services station and/or right-of-way to widen Veterans Parkway. The preliminary title research has been completed and no substantial title problems were found.

CLASAC continues to recognize the potential for off-site mitigation credits in recommended parcels, as required by Ordinance 96-12. However, mitigation credits may not necessarily be obtained for each acquisition due to the specific environmental resource type, condition and/or location of off-site mitigation desired by the regulatory agencies for any given project. Award of any credits will be made at the time when County projects apply for them. This is consistent with the letter opinions from the South Florida Water Management District (June 17, 1996) and the U.S. Army Corps of Engineers (June 27, 1997).

Funds to process and purchase Nomination 262 will come from Account No. 20-8800-30103.506110.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K Forsyth</i>			<i>BAD 5/17</i>	<i>Johnd Robinson 5-18-04</i>	<i>OA 5/18/04</i>	<i>OM 5/18/04</i>	<i>Risk 5/18/04</i>	<i>GC 5/18/04</i>	<i>HS 5/18/04</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

*AFTER DISCUSSION*

Rec. by CoAtty  
Date: *5/17/04*  
Time: *3:20 PM*  
Forwarded To: *Co. Adm. 5/18/04 9AM*

RECEIVED BY  
COUNTY ADMIN: *[Signature]*  
*5/18/04*  
*11:10am*  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*  
*5-19-04*  
*[Signature]*

*KC*

This document prepared by  
County Lands Division  
Project: **Conservation Lands Program, Project 8800**  
Parcel: 262 Santamaria, Trustee  
STRAP No.: 19-44-23-00-00001.1000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between **NANCY C. SANTAMARIA, AS SUCCESSOR TRUSTEE OF THE TRUST AGREEMENT DATED JULY 21, 1988**, hereinafter referred to as SELLER, whose address is 2337 Sunset Boulevard, Houston, Texas 77005, 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 54 acres more or less, and located on Veterans Parkway in Cape Coral, Florida, and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called the "Property". This property will be acquired for the Conservation Lands Program, Project 8800, hereinafter called the "Project".

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be **One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000)**, 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 First American Title or 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 material loss and/or material 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 30 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** At least 30 days prior to closing, SELLER will obtain, at SELLER's expense, a boundary survey. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. Any size discrepancy identified by the boundary survey will be remedied in accordance with Paragraph 1 of the Special Conditions of this Agreement. If such survey shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

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

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

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

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

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

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

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 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 upon 30 days 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:

  
\_\_\_\_\_  
**RAYMOND McCLURE**

SELLER:

NANCY C. SANTAMARIA, SUCCESSOR  
TRUSTEE OF TRUST AGREEMENT DATED  
JULY 21, 1988. 10/25/04  
  
\_\_\_\_\_  
(DATE)

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

SELLER:

\_\_\_\_\_  
(DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

**SPECIAL CONDITIONS**

1. The purchase price of \$1,700,000 is based upon a stated acreage by SELLER of 54 acres. Said acreage shall be verified by the boundary survey obtained by SELLER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is more or less than 54 acres the purchase price will be adjusted accordingly at the agreed per acre price.

2. SELLER warrants that the property is in substantially the same condition as existed when the application for the nomination of the property for the Conservation Land Program Project was received on February 23, 2004. In this regard, SELLER warrants that no logging, clear cutting, mining or other significant impacts have occurred to or on, the property. BUYER shall inspect the property prior to closing and if, in BUYER'S reasonable opinion, significant detrimental activity has occurred on the property with or without the SELLER'S knowledge and consent, since the time it was nominated, BUYER may elect to accept the damaged property in its existing condition with an appropriate reduction in the purchase price, or may terminate this agreement without obligation.

3. BUYER intends to purchase this property as part of the Conservation 2020 project. The purpose of this project is preservation and conservation of environmentally sensitive and desirable property. The existence of severed oil, gas and mineral rights conflicts with the BUYER's purpose. Therefore, BUYER will deem the existence of oil, gas and mineral rights or leases in a third party as a defect in the chain of title.

SELLER agrees to clear or obtain releases for each of these separate oil, gas and mineral rights or leases. In the alternative, SELLER agrees to provide a title commitment and title insurance owner's policy that does not list the separate oil, gas and mineral rights or leases as an exception or otherwise exclude these rights or leases from coverage.

If SELLER fails to have the separate rights or leases released of record, or if the title commitment and owner's title insurance policy provided by SELLER excludes the separate rights or leases from coverage, as stipulated in Paragraph 8 of the Agreement, BUYER may elect to accept the property in its existing condition with a renegotiation of the purchase price, or BUYER or SELLER may terminate this Agreement without obligation.

4. Notwithstanding anything to the contrary in this contract and addendum, SELLER or any of the individual ~~Trustees~~, as identified under said Trust Agreement Dated July 21, 1998, shall have the right to elect in writing to exchange the Property in a transaction intending to qualify as a tax deferred exchange under the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. In the event the SELLER or any of the individual ~~Trustees~~ elect to exchange all or a portion of the Property as set forth herein, it shall do so by written notice to the BUYER and title company, as referenced in Paragraph 3 herein, within three business days of the closing date. However, the right of the SELLER to elect to exchange the Property shall not authorize the extension of the closing date.

beneficiaries  
UCS

BENEFICIARIES

5. 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.

6. All terms set forth in Item(s) 2, 3, 4 & 5 of the Special Conditions will survive the closing of this transaction.

WITNESSES :

SELLER :

NANCY C. SANTAMARIA, SUCCESSOR  
TRUSTEE OF TRUST AGREEMENT DATED  
JULY 21, 1988

10/25/04

Nancy C Santamaria  
(DATE)

Raymond McClure

RAYMOND McCLURE

WITNESSES :

SELLER :

Laure Quakes

LAURE QUAKES

(DATE)



CHARLIE GREEN, CLERK

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

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

## **"Exhibit A"**

A tract or parcel of land lying in Section 19, Township 44 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

From the Northeast corner of said Section 19, run South  $00^{\circ}30'53''$  West along the East line of said Section for 1331.63 feet to an intersection with the South line of the Northeast One-Quarter (NE 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 19; Thence run North  $89^{\circ}07'08''$  West along said South line for 230 feet to an intersection with the West right-of-way line of proposed Burnt Store Road Extension and the Point of Beginning of herein described parcel.

From said Point of Beginning continue North  $89^{\circ}07'08''$  West along said South line for 1667.14 feet; Thence run South  $33^{\circ}48'40''$  East for 1832.31 feet; Thence run South  $02^{\circ}00'26''$  West for 516.51 feet; Thence run South  $58^{\circ}32'34''$  East for 295.35 feet; Thence run South  $09^{\circ}12'56''$  East for 486.76 feet; Thence run South  $49^{\circ}18'50''$  East for 407.96 feet to an intersection with said West right-of-way line; Thence run North  $00^{\circ}30'53''$  East along said West right-of-way line for 2906.09 feet to a point of curvature; Thence run Northerly along an arc of a curve to the right of radius 3022.79 feet (chord bearing North  $00^{\circ}35'12''$  East) (chord 7.59 feet) (delta  $00^{\circ}08'38''$ ) for 7.59 feet to the Point of Beginning.

184423

PINE ISLAND RD NW

# CONSERVATION 20/20 #262

STRAP#(S) 19-44-23-00-00001.1000  
TOTAL APPROXIMATE ACREAGE: 54

## #262

194423

VETERANS PKWY

304423

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### COUNTYLANDS Conservation 20/20

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THIS IS NOT A SURVEY.  
THE COUNTYLANDS DIVISION HAS PREPARED THIS MAP FOR  
INFORMATIONAL PURPOSES ONLY. DETAILS OF THE LOCATION MAY BE  
UNRELIABLE. THE DIVISION HAS MADE EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,  
INDEPENDENT VERIFICATION MAY BE REQUIRED.  
REVISED FEB. 27, 2004

