

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

Blue Sheet No. 20041481

1. REQUESTED MOTION:

ACTION REQUESTED:

Authorize: (1) Approval of the purchase of Parcel 184, Conservation 2020 Land Acquisition Program, Project No. 8800, located in Section 15, Township 45, Range 22 on Pine Island, in the amount of \$2,116,400; (2) the Chairman on behalf of the Board of County Commissioners to execute Purchase Agreement; (3) payment of necessary costs and fees to close; and (4) the Division of County Lands to handle and accept all documentation necessary to complete transaction and grant time extension to close, if necessary.

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 20031501.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT # 1

ALA

3. MEETING DATE:

12-21-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
 - ORDINANCE 96-12
 - ADMIN. CODE
 - OTHER
- B/S 20031501

6. REQUESTOR OF INFORMATION:

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

7. BACKGROUND: Parcel 184 is approximately 148 acres of uplands of mostly pine flatwoods, zoned AG 2, and is located on Pine Island on the west side of Stringfellow Road approximately 4.25 miles south of Pine Island Road. As noted on Blue Sheet 20031501, the Calusa Land Trust has pledged \$10,000 in contributory matching funds for acquisition of this property at closing and the Division of Utilities has pledged contributory funds to restore the property upon which they have an agreement for delivery of reclaimed effluent water.

Negotiated for: Division of County Lands

Interest Acquired: Fee Simple

Property Details:

Owner: Thomas G. Eckerty, successor trustee under unrecorded land trust agreement dated May 15, 1995

Address: 6641 and 6657 Stringfellow Road, St. James City

STRAP No. 15-45-22-00-00001.3000 & .5000

Purchase Details:

Purchase Price: \$2,116,400

Cost to close: Including survey and environmental audit, costs are estimated to be approximately \$15,000.

Appraisal Information:

Companies: J. Lee Norris MAI, SRA of Carlson, Norris and Associates, Inc. and William H. Reeve MAI, SRA of Coastal Engineering Consultants

Appraised Value: Salient appraisal data for both appraisals is attached.

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

Funds: Account No. 20880030103.506110

Attachments: Purchase Agreement, Title Commitment, Affidavit of Interest, Two Appraisal Cover Letters, Calusa Land Trust Letter, Sales History, Notice of Public Meeting, Location 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				G County Manager
<i>K. Forsyth</i>			<i>DAO 11/29/04</i>	<i>[Signature]</i>	<i>OA 11/29/04</i>	<i>OM 11/29/04</i>	<i>Risk 11/29/04</i>	<i>GC 11/29/04</i>	<i>HS 11/30/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *11/29/04*
 Time: *11:15*
 Forwarded To:
Co. Admin. 11/29/04 1:50 pm

RECEIVED BY
 COUNTY ADMIN:
11/29/04
3:30 PM
 COUNTY ADMIN
 FORWARDED TO: *FR*
11-30-04
SPM

EW

This document prepared by
County Lands Division
Project: **Conservation Lands Program, Project 8800**
Parcel: 184
STRAP No.:15-45-22-00-00001.3000 & .5000

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 **Thomas G. Eckerty, successor trustee under unrecorded land trust agreement, dated May 15, 1995**, hereinafter referred to as SELLER, whose address is 12734 Kenwood Lane, Ste 89, Fort Myers, FL 33907, 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 148 acres more or less, and located at 6557 and 6641 Stringfellow Road, St. James City, FL 33956, 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 Nine Hundred Eighty Three Thousand Two~~ ^{TWO} Million ~~Nine~~ ^{ONE} Hundred ~~Eighty~~ ^{Sixty} ~~Three~~ ^{THIRTY} Thousand ~~Two~~ ^{FOUR} Hundred and no/100 Dollars (~~\$1,983,200.00~~), payable at closing by County Warrant. (~~\$1,983,200.00~~) ^(\$2,116,400.00)

TGE
10/25/04

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 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 those items referred to in number 7 of the Special Conditions attached hereto.

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

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) Environmental Audit, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make such corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

10/25/04
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9. **SURVEY:** At least 30 days prior to closing, ~~SELLER will~~ ^{BUYER MAY} obtain, at ~~SELLER'S~~ ^{BUYER'S} expense, a boundary survey. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. If such survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

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

condition 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 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.

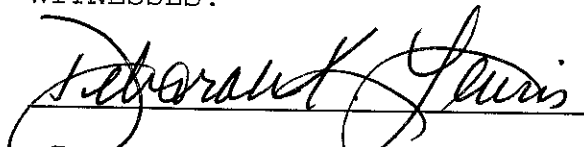
15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

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:



DEBORAH K. LEWIS

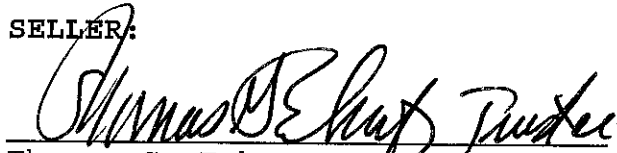
Printed Name



Evelyn Lewis

Printed Name

SELLER:



Thomas G. Eckerty, successor trustee under unrecorded land trust agreement, dated May 15, 1995

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)

10/25/04
TBE

SPECIAL CONDITIONS

\$ 2,116,400.00

1. The purchase price of ~~\$1,983,200.00~~ is based upon a stated acreage by SELLER of 148 acres. Said acreage shall be verified by the boundary survey obtained by SELLER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than 147 acres the purchase price will be adjusted downwards accordingly at the ~~\$13,400.00~~ per acre price.
14,300.

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 September 5, 2003. In this regard, SELLER warrants that no logging, clear cutting, mining or other significant impacts have occurred to or on, the property. BUYER shall inspect the property prior to closing and if, in BUYER'S opinion, significant detrimental activity has occurred on the property with or without the SELLER'S knowledge and consent, since the time it was nominated, BUYER may elect to accept the damaged property in its existing condition with an appropriate reduction in the purchase price, or may terminate this agreement without obligation.

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

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

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

4. SELLER, at their expense, are to remove all concrete slabs, pilings, and foundations, clean up areas where removal takes place, and dispose of said items and refuse off site in accordance with Governmental regulations. SELLER is also responsible for the removal of any waste piles, to include abandoned vehicles, farm machinery and equipment, or household appliances.


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


6. Prior to closing, SELLER in accordance with the terms and conditions of the Easement Agreement, recorded in the Official Records of Lee County in Book 2184, Page 2687 thru 2691, is to provide notice to change and move the location of the 60 foot access easement as shown on Exhibit "B" of the Easement Agreement to the southerly 60 feet of the property described in Exhibit "A" of said Easement Agreement. SELLER to provide a Notice of Movement of the easement in recordable form along with a signed consent from the Grantee in the Easement Agreement.

7. In addition to those items referred to in 3. "Evidence of Title", the title commitment can be subject to the following: a) "Notice of Clearing" dated April 23, 1991, recorded in O.R. Book 2217, Page 2126, of the Public Records. b) "Notice of Clearing" dated December 20, 1989, recorded in O.R. Book 2123, Page 701, of the Public Records. c) "Agreement for the Delivery of Reclaimed Effluent Water", dated August 3, 1999, recorded in O.R. Book 3162, Page 2595, of the Public Records. d) Easement Agreement, recorded November 2, 1990 in O.R. Book 2184, Page 2687, of the Public records, as per terms and conditions of Special Conditions 6. above. e) "Covenant of Unified Control", dated April 25, 1996, recorded in O.R. Book 2804, Page 2903, of the Public Records. Covenant for Master Plan for RPD zoning expired and Request for 2 year extension was denied by Board of County Commissioners March 11, 2003, pursuant to Agenda Item A4A, Blue Sheet No. 20021494. f) Terms and conditions of Lee County Ordinance No. 86-14 (garbage and solid waste collection) recorded in O.R. Book 2189, Page 3281 and as amended in O.R. Book 2189, Page 3334, both in Public Records.

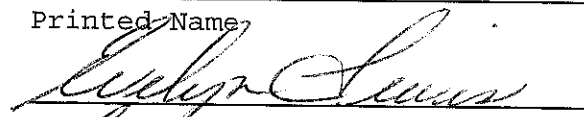
WITNESSES:

SELLER:


DEBORAH K. LEWIS


Thomas G. Eckerty, successor trustee under unrecorded land trust agreement, dated May 15, 1995

Printed Name



EVELYN LEWIS
Printed Name

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)

LACONS2020\ACQUISIT\184\PA.wpd revised 7/30/01 msm

EXHIBIT "A"**Parcel 1:**

A parcel of land situated in the State of Florida, County of Lee, lying in Section 15, Township 45 South, Range 22 East, and further bounded and described as follows:

Starting at the Northwest corner of said Section 15; thence South 12 degrees 40' 58" East for 1241.75 feet; thence South 09 degrees 57' 43" East for 510.28 feet to the Northwest corner of a parcel recorded in Official Records Book 1288 at Page 2322 and the Point of Beginning; thence South 80 degrees 16' 46" East along the North line of said parcel for 4418.79 feet to the Southwesterly right-of-way line of Pine Island Boulevard (S.R. 767 - 100 feet wide); thence South 17 degrees 24' 17" East along said right-of-way line for 467.48 feet; thence South 89 degrees 26' 26" West for 1829.86 feet to a concrete post marking the East line of the Southwest 1/4 of said Section 15; thence North 00 degrees 28' 31" East along said East line for 329.59 feet to a concrete post marking the Northeast corner of said fraction; thence South 89 degrees 23' 55" West along the South line of the Northwest 1/4 of said Section for 2509.02 feet to a concrete monument marking the Southwest corner of said parcel recorded in Official Record Book 1288 at Page 2322; thence North 09 degrees 57' 43" West along the Westerly line of said parcel for 920.67 feet to the Point of beginning; bearings are based on the East line of the Southwest 1/4 of said Section 15 as bearing North 00 degrees 28' 31" East.

Parcel 2:

A tract or parcel of land lying in the North 1/2 of Section 15, Township 45 South, Range 22 East, Pine Island, Lee County, Florida, which tract or parcel is described as follows:

From the intersection of the North line of said Section with the Southwesterly line 50 feet from the centerline of Pine Island Road, S.R. 767, run South 33 degrees 44' 00" East along said Southwesterly line for 1773.35 feet to a concrete post and the Point of Beginning of the herein described parcel. From said Point of Beginning, run North 83 degrees 04' 36" West for 4153.04 feet to a concrete post; thence South 12 degrees 40' 58" East for 287.98 feet to a one inch steel pipe; thence run South 09 degrees 57' 43" East for 510.37 feet; thence run South 80 degrees 16' 46" East for 4418.35 feet to an intersection with said Southwesterly line of Pine Island Road; thence run North 17 degrees 23' 51" West along said Southwesterly line for 822.23 feet to a point of curvature; thence run Northwesterly along said Southwesterly line and along the arc of a curve to the left of radius 522.54 feet for 148.98 feet to a point of tangency; thence run North 33 degrees 44' 00" West along said Southwesterly line for 132.82 feet to the Point of Beginning.

Parcel: 184
STRAP: 15-45-22-00-00001.3000 & .5000
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 28th day of OCT, 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:

Thomas G. Eckerty, Successor Trustee under unrecorded Land Trust Agreement

dated May 15, 1995, 12734 Kenwood Lane, Ste. 89, Fort Myers, FL 33907; and as successor Trustee of an unrecorded land trust

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

The real property to be conveyed to Lee County is known as: Described in Exhibit "A" attached and a part hereof. AKA STRAP # 15-45-22-00-00001.3000 & .5000

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Deborah K. Lewis
Witness Signature

DEBORAH K. LEWIS
Printed Name

Evelyn Lewis
Witness Signature

Evelyn Lewis
Printed Name

Thomas G. Eckerty Trustee
Signature of Affiant

THOMAS G. ECKERTY, TRUSTEE
Printed Name

Affidavit of Interest in Real Property
Parcel: 184
STRAP: 15-45-22-00-00001.3000 & .5000
Project: Conservation Lands Program Project No. 8800

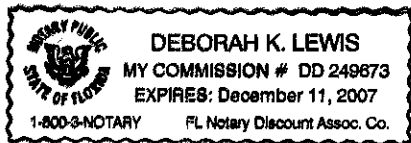
STATE OF FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 28th day of OCT, 2004 by THOMAS G. ECKERTY, TTEE
(name of person acknowledged)

Deborah K. Lewis
(Notary Signature)

(SEAL)



DEBORAH K. LEWIS
(Print, type or stamp name of Notary)

Personally known
OR Produced Identification _____
Type of Identification _____

EXHIBIT "A"**Parcel 1:**

A parcel of land situated in the State of Florida, County of Lee, lying in Section 15, Township 45 South, Range 22 East, and further bounded and described as follows:

Starting at the Northwest corner of said Section 15; thence South 12 degrees 40' 58" East for 1241.75 feet; thence South 09 degrees 57' 43" East for 510.28 feet to the Northwest corner of a parcel recorded in Official Records Book 1288 at Page 2322 and the Point of Beginning; thence South 80 degrees 16' 46" East along the North line of said parcel for 4418.79 feet to the Southwesterly right-of-way line of Pine Island Boulevard (S.R. 767 - 100 feet wide); thence South 17 degrees 24' 17" East along said right-of-way line for 467.48 feet; thence South 89 degrees 28' 26" West for 1829.86 feet to a concrete post marking the East line of the Southwest 1/4 of said Section 15; thence North 00 degrees 28' 31" East along said East line for 329.59 feet to a concrete post marking the Northeast corner of said fraction; thence South 89 degrees 23' 55" West along the South line of the Northwest 1/4 of said Section for 2509.02 feet to a concrete monument marking the Southwest corner of said parcel recorded in Official Record Book 1288 at Page 2322; thence North 09 degrees 57' 43" West along the Westerly line of said parcel for 920.67 feet to the Point of beginning; bearings are based on the East line of the Southwest 1/4 of said Section 15 as bearing North 00 degrees 28' 31" East.

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A tract or parcel of land lying in the North 1/2 of Section 15, Township 45 South, Range 22 East, Pine Island, Lee County, Florida, which tract or parcel is described as follows:

From the intersection of the North line of said Section with the Southwesterly line 50 feet from the centerline of Pine Island Road, S.R. 767, run South 33 degrees 44' 00" East along said Southwesterly line for 1773.35 feet to a concrete post and the Point of Beginning of the herein described parcel. From said Point of Beginning, run North 83 degrees 04' 36" West for 4153.04 feet to a concrete post; thence South 12 degrees 40' 58" East for 287.98 feet to a one inch steel pipe; thence run South 09 degrees 57' 43" East for 510.37 feet; thence run South 80 degrees 16' 46" East for 4418.35 feet to an intersection with said Southwesterly line of Pine Island Road; thence run North 17 degrees 23' 51" West along said Southwesterly line for 822.23 feet to a point of curvature; thence run Northwesterly along said Southwesterly line and along the arc of a curve to the left of radius 522.54 feet for 148.98 feet to a point of tangency; thence run North 33 degrees 44' 00" West along said Southwesterly line for 132.82 feet to the Point of Beginning.

COMPOSITE EXHIBIT B

John Bailey Jr.
4846 Appaloosa Court
Erie, Pennsylvania 16506

Regent Investment Corporation
230 Guaranty Building
Cedar Rapids, Iowa 52401

Modern Marketing and Mgmt, Inc.
230 Guaranty Building
Cedar Rapids, Iowa 52401

Edward Belan ISPIRARO 4/11/98
Post Office Box 5831
Denver, Colorado 80217

Edward S. Belan
4138 E 41st Street
Tulsa, OK 74135-2546

Southwest Partners, L.C
480 Henley Drive
Naples, Florida 34014

Derek T. Boorn
101 N. Clematis Street, Apt. 305
West Palm Beach Florida 33401

Peter Boorn, Jr.
238 Peachtree Hills Circle
Atlanta Georgia 30305

Stephen Devine
40 Accord Park Drive
Norwell, Massachusetts 02061

Joseph Devine Profit Sharing Trust
40 Accord Park Drive
Norwell, Massachusetts 02061

Barbara M. Dickerson
Defined Benefit Plan Trust
11730 Quail Village Way
Naples, Florida 34119

Kathleen Donnelly
240 Carnation Avenue
Floral Park, New York 11001

Mr. and Ms. John Donnelly
211 Carnation Avenue
Floral Park, New York 11001

John J. and John F. Donnelly
160 Floral Boulevard
Floral Park, New York 11001

Ryan Dupuy
10932 Ida Avenue
Baton Rouge Louisiana 70818

Megan Dupuy
10932 Ida Avenue
Baton Rouge Louisiana 70818

Daniel Dupuy
10932 Ida Avenue
Baton Rouge Louisiana 70818

Marcia G. Dupuy
10932 Ida Avenue
Baton Rouge Louisiana 70818

Lynn R. Eddy
6165 Fairview Lane
Great Valley, New York 14741

Kenneth D. Goodman, Trustee
3838 Tamiami Trail, N, Suite 300
Naples, Florida 34103

Jared Groetsch
17127 Wax Road, #E
Greenwell Springs Louisiana 70739

John A. Groetsch IV
1513 1/2 S Acadian Thwy
Baton Rouge Louisiana 70808

Jason Groetsch
10932 Ida Avenue
Baton Rouge Louisiana 70818-3327

Andrew Groetsch
1544 Sheridan Avenue
Vinland New Jersey 08361

Aaron Groetsch
3650 Nicholson Drive, Apt. 1194
Baton Rouge Louisiana 70802

Brian L. Groetsch, Jr.
245 Fishing Creek Road
Erma New Jersey 08204

Victoria Groetsch
1544 Sheridan Avenue
Vinland New Jersey 08361

Steven J. Groetsch
305 Monomy Terrace
Cape May New Jersey 08204

Alexander Groetsch
1544 Sheridan Avenue
Vinland New Jersey 08361

Hoffman Family Insurance Trust
Post Office Box 103
Wildwood, Pennsylvania 15091

COMPOSITE EXHIBIT B

Alan Peterson
Post Office Box 551
Mount Airy, Georgia 30563-0551

Richard Pfeil
141 W Jackson Boulevard, Ste 3806
Chicago, Illinois 60604

Marilyn K. Siperek
4598 Whalen Road
Great Valley, New York 14741

D. Blaise Wick
575 - 3rd Street, N
Naples Florida 34102

Jean M. Woodarek
16 Hidden Meadow
Penfield, New York 14526

COMPOSITE EXHIBIT B

Monty K. Blatt
27091 Lake Harbour Ct, Ste 103
Bonita Springs FL 34134

John M./Louise W./John W. Gizzie
405 Edgewood Dr
Meadville PA 16335

Kenneth D. Goodman
3838 Tamiami Trail, N, Suite 300
Naples FL 34013

Charles W. Gozder
23914 Sanctuary Lakes Court
Bonita Springs FL 34134

Jeffrey and Vivian Lang
2780 Cleveland Ave, Ste 806
Fort Myers FL 33901

Lehland Inc.
28000 Spanish Wells Boulevard
Bonita Springs FL 34135

Barbara Lehmann Trust
629 N Airport Road
Naples FL 34104

Richard Pfeil
P O Box 0754
Chicago IL 60604

Reinhard Stunkel
Flachskampstrasse 60
40627 Dusseldorf Germany

Cana Investors
Cypress Lane Investors
120 S Riverside Plaza, Suite 1720
Chicago IL 60606



Fidelity National Title

INSURANCE COMPANY OF NEW YORK

Commitment and Closing Protection Letter

COMMITMENT FOR TITLE INSURANCE

Fidelity National Title Insurance Company of New York, a New York corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligation hereunder shall cease and terminate within six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Fidelity National Title Insurance Company of New York has caused its corporate name and seal to be hereunto affixed and these presents to be signed in facsimile under authority of its by-laws on the date shown in Schedule A.

Countersigned

By: *[Signature]*
Authorized Signatory

**Fidelity National Title Insurance Company
of New York**



BY *[Signature]*
President

ATTEST
[Signature]
Secretary

Delivered with and printed on the inside cover of this commitment is the Closing Protection Letter promulgated Under Rule 4-186.010 of the Florida Administrative Code.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the Proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the Proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named Proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the Proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the Proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.



Fidelity National Title

INSURANCE COMPANY OF NEW YORK

Cape Coral
3515 Del Prado Boulevard, Suite 105 • Cape Coral, FL 33904
(239) 945-6790 • FAX (239) 945-4853

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

The coverages provided by the Closing Protection Letter printed on the inside cover of this commitment are extended to the proposed insured(s) identified below:

Escrow File No.: 03-017-905991

Commitment No.: 03-017-905991

1. Effective Date: November 12, 2003, at 08:00 A.M.

2. Policy or Policies to be issued:	Amount of Insurance
ALTA Owner's Policy (10-17-92) w/Florida Modifications Proposed Insured:	\$0.00

Lee County, A political subdivision of the State of Florida

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:
Thomas G. Eckerty, Successor Trustee under unrecorded Land Trust Agreement, Dated May 15, 1995, with full power and authority to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property as provided in Florida Statute 689.071

5. The land referred to in this commitment is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"**Parcel 1:**

A parcel of land situated in the State of Florida, County of Lee, lying in Section 15, Township 45 South, Range 22 East, and further bounded and described as follows:

Starting at the Northwest corner of said Section 15; thence South 12 degrees 40' 58" East for 1241.75 feet; thence South 09 degrees 57' 43" East for 510.28 feet to the Northwest corner of a parcel recorded in Official Records Book 1288 at Page 2322 and the Point of Beginning; thence South 80 degrees 16' 46" East along the North line of said parcel for 4418.79 feet to the Southwesterly right-of-way line of Pine Island Boulevard (S.R. 767 - 100 feet wide); thence South 17 degrees 24' 17" East along said right-of-way line for 467.48 feet; thence South 89 degrees 26' 26" West for 1829.86 feet to a concrete post marking the East line of the Southwest 1/4 of said Section 15; thence North 00 degrees 28' 31" East along said East line for 329.59 feet to a concrete post marking the Northeast corner of said fraction; thence South 89 degrees 23' 55" West along the South line of the Northwest 1/4 of said Section for 2509.02 feet to a concrete monument marking the Southwest corner of said parcel recorded in Official Record Book 1288 at Page 2322; thence North 09 degrees 57' 43" West along the Westerly line of said parcel for 920.67 feet to the Point of beginning; bearings are based on the East line of the Southwest 1/4 of said Section 15 as bearing North 00 degrees 28' 31" East.

Parcel 2:

A tract or parcel of land lying in the North 1/2 of Section 15, Township 45 South, Range 22 East, Pine Island, Lee County, Florida, which tract or parcel is described as follows:

From the intersection of the North line of said Section with the Southwesterly line 50 feet from the centerline of Pine Island Road, S.R. 767, run South 33 degrees 44' 00" East along said Southwesterly line for 1773.35 feet to a concrete post and the Point of Beginning of the herein described parcel. From said Point of Beginning, run North 83 degrees 04' 36" West for 4153.04 feet to a concrete post; thence South 12 degrees 40' 58" East for 287.98 feet to a one inch steel pipe; thence run South 09 degrees 57' 43" East for 510.37 feet; thence run South 80 degrees 16' 46" East for 4418.35 feet to an intersection with said Southwesterly line of Pine Island Road; thence run North 17 degrees 23' 51" West along said Southwesterly line for 822.23 feet to a point of curvature; thence run Northwesterly along said Southwesterly line and along the arc of a curve to the left of radius 522.54 feet for 148.98 feet to a point of tangency; thence run North 33 degrees 44' 00" West along said Southwesterly line for 132.82 feet to the Point of Beginning.

SCHEDULE B I
(Requirements)

Escrow File No.: 03-017-905991

Commitment No.: 03-017-905991

The following are the requirements to be complied with:

1. Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
2. Instruments in insurable form which must be executed, delivered and duly filed for record:
3. Deed from Thomas G. Eckerty, individually and as Trustee under unrecorded Land Trust Agreement, Dated May 15, 1995, to Lee County, a political subdivision of the State of Florida. Said instrument must contain a nonhomestead recitation as to the trustee(s) and his/her spouse, a recitation that the trustee is single, or joinder of the trustee's spouse, as applicable.
4. Resolution from the Board of County Commissioners approving the purchase of subject property.
5. With regard to the trust under unrecorded Land Trust Agreement, Dated May 15, 1995, if the settlor of the trust is living, the Company requires recordation of an affidavit by the trustee(s) (FNNY Form T-1(Fla.)).
6. An Affidavit from Thomas G. Eckerty, Successor Trustee, in recordable form that the Trust referred to in Warranty Deed recorded July 21, 1999 in O.R. Book 3147, Page 2990 is one and the same Trust that is shown on Warranty Deed recorded July 1, 1999 in O.R. Book 3139, Page 2326, Public Records, as unrecorded trust agreement dated May 15, 1995.
7. Satisfaction or release of the following mortgage:

Original lender: Paul H. Freeman, Neil D. Freeman and Alan C. Freeman
Original Amount: \$276,030.00
Recorded: November 2, 1990, O.R. Book 2184, Page 2681, Public Records.

Affects: Parcel 1.
8. Satisfaction or release of the following mortgage:

Original lender: Chris McEwan, Trustee
Original Amount: \$552,500.00
Recorded: March 13, 1991, O.R. Book 2208, Page 147, Public Records.

Affects: Parcel 2.

9. **Proof of payment of Special Tax District Assessments, if any.**

10. **The application for title insurance was placed by reference to a street address and parcel numbers only. Based on our records, the Company believes that the description in this commitment covers the parcel requested. To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the title insurance policy, the Company requires written approval of the legal description in this commitment be furnished the Company, signed by the parties to the transaction.**

11. **Proof of payment of water, sewer and solid waste fees, bills, and/or assessments, if any.**

12. **Submit proof that any outstanding municipal and/or county tax assessments which are due, have been paid.**

Any reference to O.R. (Official Records) or Public Records shall be deemed to be located in the Official Records of the County where the subject property is located.

The Company reserves the right to add additional exceptions or make further requirements after review of the requested documentation.

END OF REQUIREMENTS

SCHEDULE B II
(Exceptions)

Escrow File No.: 03-017-905991

Commitment No.: 03-017-905991

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. **All assessments and taxes for the year 2004 and all subsequent years, which are not yet due and payable.**
3. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.**
4. **Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.**
5. **Rights or claims of parties in possession not shown by the public records.**
6. **Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any sovereignty lands.**
7. **This policy does not insure against loss or damage arising as the result of unpaid charges for public utilities furnished by any county, municipality, or public service corporation, which may be or may become a lien upon the land insured hereby under any provision of the Florida Statutes, including Section 159.17, and/or any county, municipal, or special taxing district assessment, including those levied under the provisions of Chapter 190, Florida Statutes.**
8. **Liability under the Policy will be limited to the value of the land herein described, but will increase in direct proportion to the actual cost of improvements erected thereon and fully paid for; liability under the Policy shall not exceed the face amount of the same.**
9. **Matters contained in that certain document entitled "Notice of Clearing", dated April 23, 1991, recorded in O.R. Book 2217, Page 2126, of the Public Records.**

Reference is made to said document for full particulars.

Affects: Parcel 1.

10.

Matters contained in that certain document entitled "Notice of Clearing", dated December 20, 1989, recorded in O.R. Book 2123, Page 701, of the Public Records.

Reference is made to said document for full particulars.

Affects: Parcel 2.

11.

Matters contained in that certain document entitled "Agreement for the Delivery of Reclaimed Effluent Water", dated August 3, 1999, recorded in O.R. Book 3162, Page 2595, of the Public Records.

Reference is made to said document for full particulars.

12.

Parcel 1.

13.

Easement(s) for the purpose(s) as may be shown below and rights incidental thereto as set forth in a document:

Purpose: a non-exclusive ingress and egress easement

Recorded: November 2, 1990, O.R. Book 2184, Page 2687, Public Records.

Affects: Parcel 1.

See easement document attached.

14.

Matters contained in that certain document entitled "Covenant of Unified Control" dated April 25, 1991, recorded in O.R. Book 2804, Page 2903, of the Public Records.

Reference is made to said document for full particulars.

15.

Subject lands lie within various County Special Assessment Districts and/or Municipal Taxing Districts and are subject to liens for any unpaid special assessments by virtue of the Ordinances and Resolutions creating these districts.

16.

Terms and conditions of that certain Lee County Ordinance No. 86-14 (garbage and solid waste collection) recorded in O.R. Book 2189, page 3281 and as amended in O.R. Book 2189, page 3334, both of the Public Records.

Note: Parcel Identification (Folio) Number: 15-45-22-00-00001.3000
 Assessed Value: \$504,640.00
 Homestead Exemption: no
 Other Exemptions: \$495,300.00 Agricultural Ex
 Ad Valorem Gross Amount: \$180.15
 Taxes Paid for the year(s): 2003

Affects: Parcel 1.

Note: Parcel Identification (Folio) Number: 15-45-22-00-00001.5000
 Assessed Value: \$636,600.00
 Homestead Exemption: no
 Other Exemptions: \$630,910.00 Agricultural Ex
 Ad Valorem Gross Amount: \$109.76
 Taxes Paid for the year(s): 2003

Affects: Parcel 2.

Any reference to O.R. (Official Records) or Public Records shall be deemed to be located in the Official Records of the County where the subject property is located.

END OF EXCEPTIONS

Closing Protection Letter

The operation and scope of the following Closing Protection Letter ("Letter") is limited to the transaction which is the subject of the commitment to which this Letter is attached and is also directed to those person(s) and/or entity(ies) set forth in the Letter and identified as a proposed insured in the commitment.

RE: Issuing Agent: Agent countersigning the attached commitment.

When title insurance of Fidelity National Title Insurance Company of New York (the "Company") is specified for your protection in connection with closings of real estate transactions in which you are to be the lessee or purchaser of an interest in land or a lender secured by a mortgage (including any security instrument) of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with such closing when conducted by said Issuing Agent when such loss arises out of:

1. Failure of said Issuing Agent to comply with your written closing instructions to the extent that they relate to (a) the status of the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such status of title or lien, or (b) the obtaining of any other document, specifically required by you, but not to the extent that said instructions require a determination of the validity, enforceability of effectiveness of such other document, or (c) the collection and payment of funds due you, or
2. Fraud or dishonesty of said Issuing Agent in handling your funds or documents in connection with such closing.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling shall be protected as if this Letter were addressed to your borrower.

Conditions and Exclusions.

A. The Company will not be liable to you for loss arising out of:

1. Failure of said Issuing Agent to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of said Issuing Agent to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with your purchase or lease of construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.
4. The periodic disbursement of construction loan proceeds of funds furnished by the owner to pay for construction costs during the construction of improvements on the land to be insured, unless an officer of the Company has specifically accepted the responsibility to you for such disbursement program in writing.

B. When the Company shall have reimbursed you pursuant to this Letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

C. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by said Issuing Agent shall be limited to the protection provided by the Letter. However, this Letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company. The dollar amount of liability hereby incurred shall not be greater than the amount of the title insurance binder, commitment or policy of title insurance to be issued, and liability hereunder as to any particular loan transaction shall be coextensive with liability under the policy issued to you in connection with such transaction. Payment in accordance with the terms of this Letter shall reduce by the same amount the liability under such policy and payment under such policy shall reduce by the same amount the Company's liability under the terms of this Letter.

D. Claims of loss shall be made promptly to the Company at its principal office at 2 Park Avenue, New York, NY 10016. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice. The Company shall not be liable hereunder unless notice of loss in writing is received by the Company within ninety (90) days from the date of discovery of such loss.

E. Nothing contained herein shall be construed as authorizing compliance by any issuing agent with any such closing instructions, compliance with which would constitute a violation of any applicable law, rule or regulation relating to the activity of title insurers or their issuing agents, and their failure to comply with any such closing instructions shall not create any liability under the terms of this Letter.

F. The protection herein offered will be effective until cancelled by written notice from the Company. Any previous insured Closing Service Letter or similar agreement is hereby cancelled, except as to closings of your real estate transactions regarding which you have previously sent (or within 30 days hereafter send) written closing instructions to said Issuing Agent.

Fidelity National Financial Group of Companies' Privacy Statement

July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

5-Year Sales History

Parcel No. 184

Conservation 2020 Land Acquisition Program, Project No. 8800

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N

NOTE:

No Sales in the Past Five Years.



COASTAL
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CECI Group Services

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Real Estate Services

Website: www.coastalengineering.com

March 5, 2004

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

RE: **Eckerty Trust Property**
Located on the west side of Stringfellow Road approximately 1,000 feet south of
Turtle Trail Lane on Pine Island in Lee County, Florida.
CEC File No.: 04.036

Dear Mr. Clemens,

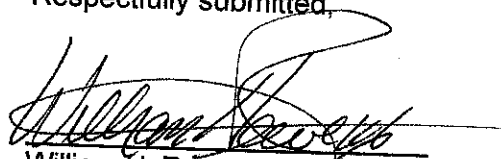
I have completed the **complete summary appraisal** for the above referenced real property. The purpose of this appraisal is to estimate the "as is" market value of the subject property as of the date of inspection. It is my intention that the report be used by the client for guidance in acquiring the subject property for the Conservation 2020 Program.

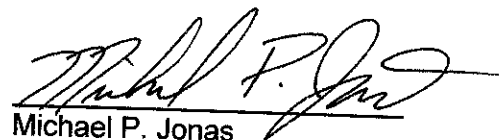
This appraisal and the value conclusions contained within are made subject to the normal limiting conditions and special limiting conditions outlined in Section I. Accordingly, after careful consideration and analysis of available market data, I have concluded the following value indication as of March 2, 2004.

AS IS (MARCH 2, 2004): \$2,220,000

This report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (SR 2-2[b]) for an appraisal report.

Respectfully submitted,


William H. Reeve, III, MAI, SRA
V.P. - Dir. R.E. Division
State Certified General Real Estate Appraiser RZ943


Michael P. Jonas
Staff Appraiser
State Certified General Real Estate Appraiser RZ2623

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

Mr. Robert G. Clemens, Acquisition Project Manager
Department of Public Works, Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

March 11, 2004

re: 148 Acres - Conservation Lands Program
Project Number 8800, Parcel 184
St. James City, Lee County, Florida

Dear Mr. Clemens:

In accordance with your request, I have completed an appraisal estimating the market value of the above referenced subject property located on Pine Island in Lee County, Florida. The subject is 148 acres of mostly unimproved land fronting on Stringfellow Road north of St. James City.

The value estimate presented in this analysis is made as of the effective date, March 8, 2004. This was the last date of physical inspection of the subject property.

The effective date of appraisal is March 8, 2004.

This analysis has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice as established by the Appraisal Foundation.

Based upon the data contained in this report, it is my opinion the market value of the subject property in fee simple ownership, in "as is" condition as of the effective date of appraisal was:

TWO MILLION ONE HUNDRED THOUSAND DOLLARS (\$2,100,000.00).

The attached appraisal report is a **Complete-Self Contained Appraisal**. The supporting data and analysis utilized in arriving at my opinions of value are included within this report. The report is made subject to certain assumptions and limiting conditions which are essential and are set forth in the body of the appraisal. If I may be of further service in this or any other matters, please do not hesitate to call.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



J. Lee Norris, MAI, SRA
State Certified General Appraiser #0000643

FILE: 127
COPY: 186
OCT 28 2003
COUNTY LANDS

Calusa Land Trust

and Nature Preserve of Pine Island, Inc.



22 October 2003

Lynda Riley
Conservation 20/20 Coordinator
Lee County Division of County Lands
P.O. Box 398
Fort Myers, FL 33902

Dear Ms. Riley:

This letter updates the current status of Calusa Land Trust ongoing assistance to the Lee County Conservation 20/20 acquisition program.

We understand that negotiations for the purchase and preservation of nomination number 126 (which covers 388 acres on Pine Island across Stringfellow Road from Flamingo Bay and Pine Island Cove) have failed and that the property is in the process of being sold to a third party. If that sale takes place, and once the deed is recorded and becomes public record, we intend to withdraw our previous offer of providing up to \$50,000 of assistance in the restoration of that property, as well as our offer of co-management. That money will then be reallocated by the Trust to other environmental projects.

Phil Buchanan has advised us of a renewal of efforts to purchase and preserve the properties covered by nominations numbered 184 and 186. We applaud those efforts and will do all we can to support them.

Nomination 184 covers the two uplands parcels totaling 148 acres south of Pine Island Village. The parcels are generally pristine pine flatwoods and each parcel contains an active eagle nest. They would make a fine addition to the Pine Island Flatwoods Preserve. To further this effort, the Trust hereby offers \$10,000 in matching funds towards the purchase of this property. We also offer co-management of the property if the purchase is successful.

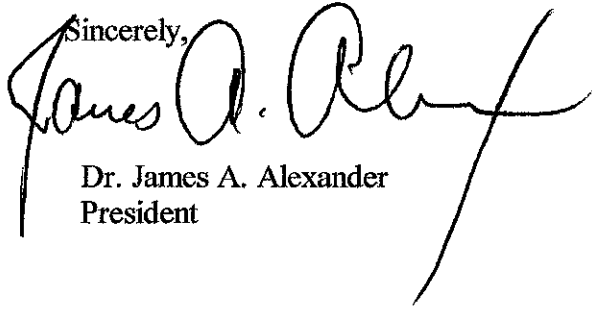
Nomination 186 covers 87 acres south of Alcorn Street in Bokeelia. The property constitutes some 8 or 9 categories of habitats and would make a unique and valuable nature preserve. It even has good potential for a scrub jay sanctuary. The Trust has We hereby reaffirm that commitment.

P.O. Box 216, Bokeelia, Florida 33922
website: www.calusalandtrust.org

I certify that all of the above actions were approved by majority vote of the Calusa Land Trust Board of Directors on 21 October 2003.

The Calusa Land Trust is very pleased with the results of our many joint CLT/Lee County conservation efforts over the past several years. Together, we have made Pine Island and a better place to live. We have also made it possible for both residents and visitors alike to enjoy the beauty and benefits of the natural world of Southwest Florida. Our thanks to you, CLASAC, and all of the fine folks of the Lee County government organization.

Sincerely,

A handwritten signature in black ink, appearing to read "James A. Alexander". The signature is fluid and cursive, with a long, sweeping tail that extends downwards and to the right.

Dr. James A. Alexander
President

NEWS-PRESS

Published every morning - Daily and Sunday

Fort Myers, Florida

Affidavit of Publication

STATE OF FLORIDA
COUNTY OF LEE

Before the undersigned authority, personally appeared **Kathy Allebach** who on oath says that he/she is the **Classified Ad Ops Assistant** of the News-Press, a daily newspaper, published at Fort Myers, in Lee County, Florida; that the attached copy of advertisement, being a **Display** in the matter of **Notice of Public Hearing** in the court was published in said newspaper in the issues of **November 19, 2004**

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida and that said newspaper has heretofore been continuously published in said Lee County, Florida, each day, and has been entered as a second class mail matter at the post office in Fort Myers in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of the advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Kathy Allebach

Sworn to and subscribed before me this
19th day of November 2004 by

Kathy Allebach
personally known to me or who has produced

as identification, and who did or did not take an oath.

Notary Public

Print Name

My commission Expires:



LEE COUNTY
SOUTHWEST FLORIDA

NOTICE OF PUBLIC HEARING

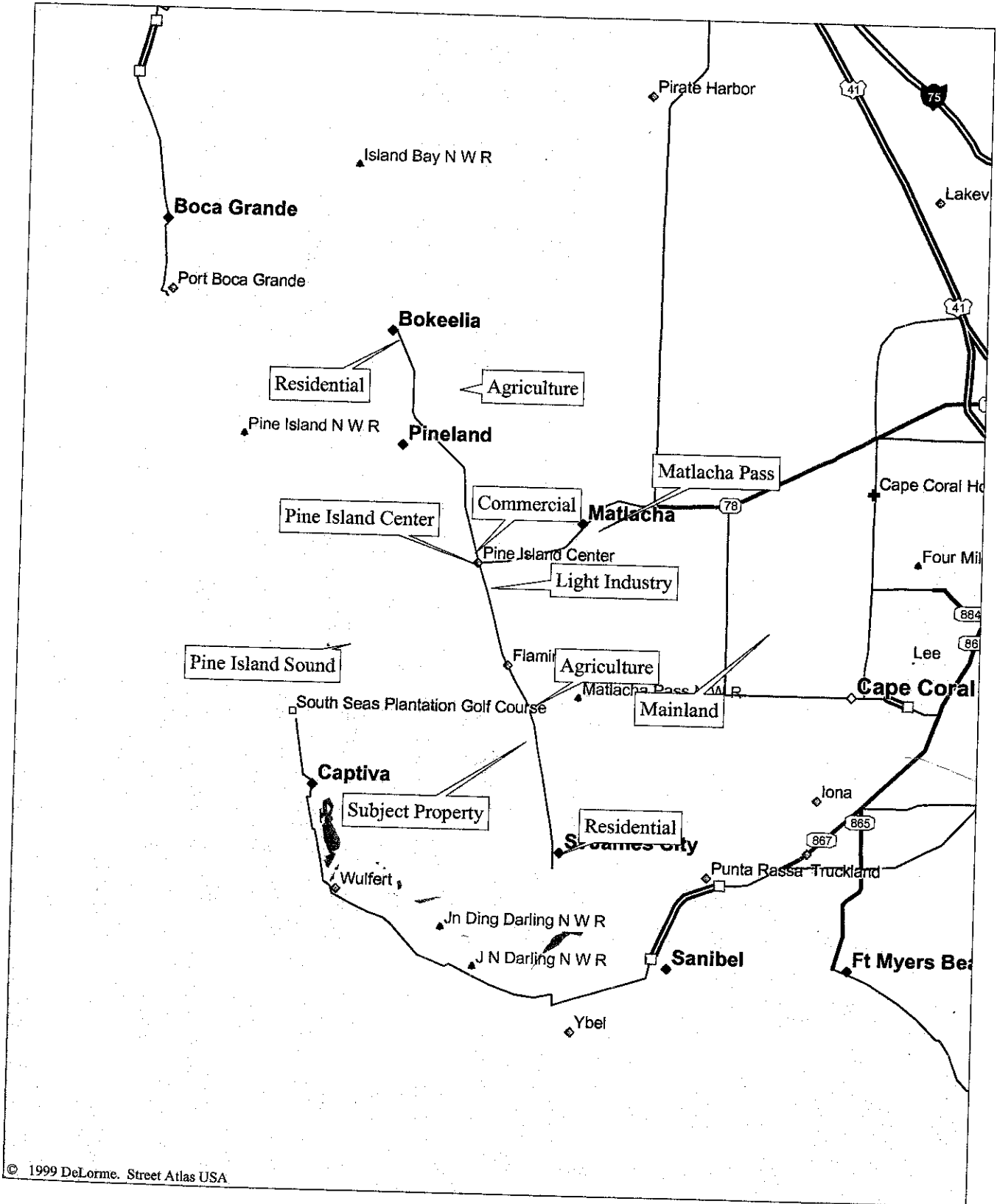
NOTICE IS HEREBY GIVEN that on the 21st day of December, 2004 at 9:30 AM in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, a public hearing will be held to consider the purchase of a tract of land for the Conservation 2020 Project 8800, pursuant to Florida Statute 125.355. The property is described as Parcel 184, Conservation 2020 Land Acquisition Program identified by being all of STRAP Number(s) 15-44-22-00-00001.3000 & 15-44-22-00-00001.5000. The property owner is Thomas G. Eckerty, Successor Trustee under unrecorded Land Trust Agreement dated May 15, 1995.

The proposed purchase agreement may be inspected or copied during regular business hours at the Public Resources Office located in the Courthouse Administration Building, 2115 Second Street, Fort Myers, Florida.

Interested parties may be heard regarding the proposed acquisition. Anyone wishing to appeal a decision made by the Board will need to ensure that a verbatim record of the proceedings is made.

PO: Sekulski
REF: D111904-36

BOARD OF LEE COUNTY COMMISSIONERS



MARKET AREA MAP