

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

**Blue Sheet No. 20050337**

- 1. ACTION REQUESTED/PURPOSE:** Authorize: (1) approval by **extraordinary vote**, of the purchase of Parcel 259, Conservation 20/20 Land Acquisition Program, Project No. 8800, located in SE quadrant of Lee County, SR82, in the amount of \$681,500; (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.
- 2. WHAT ACTION ACCOMPLISHES:** The acquisition of one of the properties recommended by the Conservation Acquisition and Stewardship Advisory Committee and approved for acquisition on Blue Sheet 20040569.
- 3. MANAGEMENT RECOMMENDATION:** Considering the recommendation of this parcel by CLASAC, Staff recommends the Board approve Requested Motion.

**4. Departmental Category:** 6

*ALA*

**5. Meeting Date:** *04-12-2005*

- 6. Agenda:**
- Consent
  - Administrative**
  - Appeals
  - Public
  - Walk-On

- 7. Requirement/Purpose: (specify)**
- Statute *125.355*
  - Ordinance *96-12*
  - Admin. Code
  - Other
- Blue Sheet 20040569

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent  
 Division County Lands  
 By: *[Signature]*  
 Karen L.W. Forsyth, Director

**9. Background:** Parcel 259 is approximately 60 acres contiguous to Imperial Marsh Preserve with some mature flatwoods, cypress wetlands in DRGR land use area, zoned AG 2, and is located on SR 82 at the south end of Homestead Road, Lehigh Acres. As noted on Blue Sheet 20040569, Lee County Trafficway Map shows plans for the widening of SR 82 to a 4-lane arterial (200' r/w). Acquisition of this parcel should be contingent on the understanding that additional right-of-way needed for the 4-lane widening be allowed to be acquired by the Department of Transportation with funds to be deposited back into the 20/20 program.

**Interest to Acquire:** Fee Simple

**Property Details:**

**Owner:** Alan J. Baum, Individually and as Trustee and Heirs, Beneficiaries and Devises of the Estate of Morton S. Baum, deceased.

**Address:** SR 82 and Homestead Road South of SR 82, Lehigh Acres  
**STRAP No.:** 28-45-27-00-00001.0000

**Purchase Details:**

**Purchase Price:** \$681,500  
**Costs to Close:** Including survey and environmental audit, costs are estimated to be approximately \$15,000.

**Appraisal Information:**

In accordance with FS 125.355, two appraisals were obtained. Copies of the appraisals by David C. Vaughan, MAI of Diversified Appraisal, Inc. and William H. Reeve, MAI, SRA of Coastal Engineering Consultants, are attached. Since the purchase price is \$19,000 more than the average of the two appraisals, an **extraordinary vote** is required for approval of the motion.

**Funds:** Account No. 20880030103.506110

**Attachments:** Purchase Agreement, Title Commitment, Affidavit of Interest, Justification Sheet, Two Appraisals, Sales History

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	
<i>[Signature]</i>				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by County  
 Date: *3/17/05*  
 Time: *3:25*  
 ADMIN  
*3/17/05 10:30*

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 3-16-05  
 10:10 AM  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
 3/17/05  
 2PM

This document prepared by  
County Lands Division  
Project: **Conservation Lands Program, Project 8800**  
Parcel: 259  
STRAP No.: 28-45-27-00-00001.0000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 18 day of February, 2005 by and between **Alan J. Baum, as Trustee and individually, and Barbara Baum a/k/a Barbara B. Baum, as Personal Representative of the Estate of Morton S. Baum, deceased** hereinafter referred to as SELLER, whose address is 1900 Virginia Avenue, #501, Fort Myers, FL 33901, and **LEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER hereby agrees to sell and BUYER hereby agrees to purchase, subject to the terms and conditions hereinafter set forth, all of that certain parcel of land consisting of 60.6 acres more or less, and located at SR82 & Homestead, (south side of SR 82), Florida and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called the "Property". This property will be acquired for the Conservation Lands Program, Project 8800, hereinafter called the "Project".

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be **Six Hundred Eight One Thousand Five Hundred Dollars and no/100 (\$681,500)**, 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 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 right of way easement to Lee County Cooperative, Inc., recorded in Deed Book 277, Page 120 of Official Records, Lee County, Florida.

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~~<sup>NO</sup> appropriate reduction to the purchase price, or may terminate this Agreement without obligation.
  
9. **SURVEY:** At least 30 days prior to closing, BUYER may obtain, at BUYER's expense, a boundary survey. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. If such survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.
  
10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing

<sup>AB</sup>  
condition ~~with an appropriate abatement to the purchase price~~ or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** To the best of SELLER's knowledge, SELLER 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. To the best of SELLER's knowledge, no hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. To the best of SELLER's knowledge there are no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. To the best of SELLER's knowledge 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. To the best of SELLER's knowledge 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. To the best of SELLER's knowledge there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER's knowledge 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 to not later than June 1, 2005 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.~~ *THIS AGREEMENT TO BE NULL AND VOID IF CLOSING DOES NOT OCCUR ON OR BEFORE JUNE 15 2005. AB*

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 except for that certain land lease between SELLER and Addison Higginbotham dated December 19, 1997, there are no parties in possession other than SELLER unless otherwise stated herein. SELLER will terminate existing lease within 90 days of the effective date of the agreement, or prior to closing, whichever occurs first. At the discretion of BUYER, tenant may continue tenancy through a license agreement with BUYER.

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:

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

**SELLER:**

Alan J. Baum  
Alan J. Baum (DATE)  
Individually and as Trustee

Barbara Baum by Alan J. Baum  
Barbara Baum a/k/a Barbara B. Baum, as Personal Representative of the Estate of Morton S. Baum, deceased

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 \$681,500 is based upon a stated acreage by SELLER of 60.6 acres. Said acreage shall be verified by the boundary survey obtained by BUYER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than 60.6 acres the purchase price will be adjusted downwards accordingly at \$11,245 per acre.

*upwards on a/b*

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 January 6, 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 BUYERS opinion, significant detrimental activity has occurred on the property with or without the SELLER'S knowledge and consent, since the time it was nominated, BUYER may elect to accept the damaged property in its existing condition ~~with an appropriate reduction in the purchase price~~, or may terminate this agreement without obligation.

*a/b*

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.

*a/b*

4. SELLER, at their expense, are to remove all buildings, 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 removing any abandonment of any septic tank and/or well in accordance with Governmental regulations and removal of any waste piles, to include but not limited to abandoned vehicles, farm machinery and equipment, household waste, and/or household appliances.

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

6. Unless otherwise notified, all leases and agreements to occupy property are to be canceled and tenants personal property removed from property prior to closing.

7. SELLER to remove any and all encroachments and relocate any fencing in the encroachment area to the surveyed lines pursuant to the survey referred to in Paragraph 9.

8. This land is not now and has never been the homestead of the SELLERS nor is it contiguous to the homesteads of the SELLER.

WITNESSES:

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

SELLER:

*Alan J. Baum* *2/18/05*  
\_\_\_\_\_  
Alan J. Baum (DATE)  
Individually and as Trustee

*Barbara Baum by Alan J. Baum*  
\_\_\_\_\_  
Barbara Baum a/k/a Barbara B. Baum,  
as Personal Representative of  
the Estate of Morton S. Baum,  
deceased



**SPECIAL CONDITIONS (Continued)**

CHARLIE GREEN, CLERK

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

**BUYER:**

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

## **Exhibit "A"**

A tract or parcel of land lying in Section 28, Township 45 South, Range 27 East, Lee County, Florida, more particularly described as follows:

Beginning at the intersection of the West line of said Section 28 and the Southwesterly line said State Road No. 82, run Southeasterly along said Southwesterly line for 2640 feet; thence run Southerly, parallel with said West line of Section 28, to an intersection with the line 1000 feet Southwesterly from (as measured on a perpendicular) and parallel with said Southwesterly line of State Road No. 82; thence run Northwesterly along said parallel line for 2640 feet more or less to an intersection with said West line of said Section 28; thence run Northerly along said West line to the Point of Beginning.

THIS INSTRUMENT PREPARED BY:  
Sandler and Sandler  
4020 Sheridan Street  
Suite C  
Hollywood, Florida 33021

**POWER OF ATTORNEY**

THAT I, BARBARA BAUM, BENEFICIARY OF THE ESTATE OF MORTON S. BAUM, have made, constitute and appoint, and by these presents do make, constitute and appoint, ALAN BAUM, true and lawful attorney for me and in my name, place and stead to negotiate the terms of any sale of the property with Lee County, regarding the property which is legally described as:

See Exhibit A attached hereto  
(Quit-Claim Deed dated November 27, 1979 recorded in Official Records Book 1398, page 714 of the Public Records of Lee County, Florida).

This Power of Attorney shall remain in effect from the date of its execution until such time as it is revoked by written notice.

Giving and granting unto ALAN BAUM, said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that, said attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 16 day of November, 2004.

Sealed and Delivered in the Presence of:

[Signature]  
[Signature]

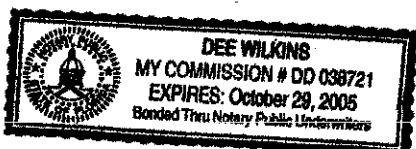
Barbara Baum  
BARBARA BAUM

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2004, by BARBARA BAUM, BENEFICIARY OF THE ESTATE OF MORTON S. BAUM, who:

- is/are personally known to me;
- produced current Florida Driver's License(s) as identification;
- produced \_\_\_\_\_ as identification.

[Signature]  
SIGNATURE OF NOTARY

PRINTED NAME OF NOTARY  
COMMISSION NO.: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_



AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 15<sup>th</sup> day of December, 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:

Alan J. Baum and Morton S. Baum, As Trustees and Individually with BARBARA BAUM AS PERSONAL REPRESENTATIVE

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. ALAN J BAUM
- 2. BARBARA BAUM
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as: 28-45-27-00-0000.0000

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Diane F. Coffman  
Witness Signature

Diane F. Coffman  
Printed Name

Nirvan Brown  
Witness Signature

DEBORAH BROWN  
Printed Name

Alan J Baum  
Signature of Affiant

ALAN J BAUM  
Printed Name

Affidavit of Interest in Real Property

Parcel: 259

STRAP: 28-45-27-00-00001.0000

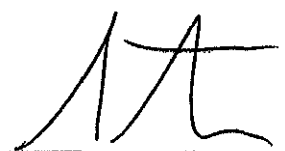
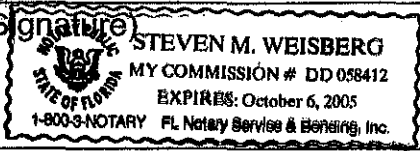
Project: Parcel 259, Conservation Lands Program Project Number 8800

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 16<sup>th</sup> day of December, 2004 by ALAN J. BAUM  
(name of person acknowledged)

(SEAL)

  
(Notary Signature)  
  
(Print, type or stamp name of Notary)

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



FATC-217P  
ALTA COMMITMENT 1982

# TITLE INSURANCE COMMITMENT



ISSUED BY

## *First American Title Insurance Company*

### AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

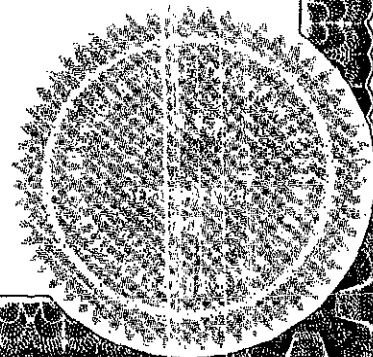
*First American Title Insurance Company*

BY

PRESIDENT

ATTEST

SECRETARY



# First American Title Insurance Company

FATIC 213X  
ALTA Commitment (1982)

## SCHEDULE A

Issuing Office File No: **2004177**

1. Commitment Date: **December 10, 2004**

2. Policy (or Policies) to be issued:

(a) Owner's Policy (Identify policy type below) Policy Amount \$ **TBD**

ALTA Owners Policy (10-17-92)(with Florida Modifications)

Proposed Insured: **Lee County, a Political Subdivision of the State of Florida**

(b) Loan Policy (Identify policy type below)

Policy Amount \$ **0.00**

ALTA Loan Policy (10-17-92)(with Florida Modifications)

Proposed Insured:

(c) Other Policy (Identify policy type below)

Policy Amount \$

Proposed Insured:

3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by :

**Alan J. Baum, as Trustee and Heirs, Beneficiaries and Devisees of the Estate of Morton S. Baum, deceased**

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

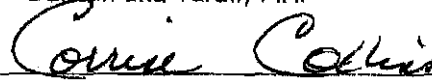
**See Attached Schedule A (Continued)**

Loan Number:

Issuing Office File No: 2004177

Duncan and Tardif, P.A.

By:



Authorized Signatory

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

# First American Title Insurance Company

## Schedule A (Continued)

Issuing Office File No.: **2004177**

A tract or parcel of land lying in Section 28, Township 45 South, Range 27 East, Lee County, Florida, more particularly described as follows:

Beginning at the intersection of the West line of said Section 28 and the Southwesterly line said State Road No. 82, run Southeasterly along said Southwesterly line for 2640 feet; thence run Southerly, parallel with said West line of Section 28, to an intersection with the line 1000 feet Southwesterly from (as measured on a perpendicular) and parallel with said Southwesterly line of State Road No. 82; thence run Northwesterly along said parallel line for 2640 feet more or less to an intersection with said West line of said Section 28; thence run Northerly along said West line to the Point of Beginning.



# First American Title Insurance Company

FATIC 214X  
ALTA Commitment (1987)

## SCHEDULE B - SECTION 1 REQUIREMENTS

Issuing Office File No.: **2004177**

**The following requirements must be met:**

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
  - a. Warranty Deed from Alan J. Baum, Individually, as a single person or joined by spouse, if married and as Trustees to Lee County, a Political Subdivision of the State of Florida conveying the land described under Schedule "A".
  - b. Warranty Deed from Barbara Baum a/k/a Barbara B. Baum, as Personal Representative of the Estate of Morton S. Baum, deceased to Lee County, a Political Subdivision of the State of Florida conveying the land described under Schedule "A".
  - c. Order from the Probate Division of the Circuit Court of Broward County, authorizing the Personal Representative of the Estate of Morton S. Baum to sell the subject property herein described on Schedule A. **THE COMPANY RESERVES THE RIGHT TO MAKE ADDITIONAL REQUIREMENTS AS IT MAY DEEM NECESSARY.**
  - d. Obtain exemplified/authenticated copies of probate proceedings from Broward County Florida in re the Estate of Morton S. Baum, deceased, to be filed with the Clerk of the Circuit Court of Lee County, Florida. The Company reserves the right to make such additional requirements as it may then deem. Note: In a testate estate, the following documents from the court file should be recorded: (i) the Will, (ii) Order Admitting the Will to Probate, (iii) Letters of Administration, (iv) Federal and State Estate Tax Clearances (Nontaxable Certificate), and (v) Death Certificate.
5. Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to the closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company, and all other parties in interest; meeting the minimum standards for all land surveys as set forth in Chapter 472.027, Florida Statutes or in Chapter 21 HH 6, Florida Administrative Code. The Company reserves the right to

## First American Title Insurance Company

make such additional requirements and/or to modify the legal description (shown on Schedule A herein), as it may deem necessary.

6. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, and Water, Sewer and Trash Removal Charges, if any, have been paid.
7. Note: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.
8. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

# First American Title Insurance Company

FATIC 216X  
ALTA Commitment (1982)  
(with printed mineral exception)

## SCHEDULE B - SECTION 2 EXCEPTIONS

Issuing Office File No.: **2004177**

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction:

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights lease, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2004 and subsequent years, which are not yet due and payable.
8. Note: 2003 ad valorem taxes show PAID in the gross amount of \$110.79 for Tax Identification No. 28-45-27-00-00001-0000.
9. Oil, gas and mineral reservations, as to an undivided one-half interest, as contained in instrument recorded in Deed Book 273, Page 264. The right of entry as to such rights has not been released; therefore, coverage afforded as to this exception under Item 3 (b) of Florida Form 9 Endorsement, if attached, is not available and is hereby deleted from said endorsement..
10. Right-of-Way Easement to Lee County Co-Operative, Inc. recorded in Deed Book 277, Page 120.
11. Oil, Gas and Mineral Lease recorded in Book 1099, Page 1856.
12. Oil, Gas and Mineral Lease recorded in Book 1453, Page 1356.

# First American Title Insurance Company

13. Item No. 6, Schedule B-II, is hereby deleted.

# First American Title Insurance Company

Note: All of the recording information contained herein refers to the Public Records of Lee County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

### **Notices - Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 2075 Centre Pointe Boulevard, Tallahassee, Florida 32308-3752.

### **Service, Quality and Availability**

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-929-7186. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

### Florida Promulgated Closing Service 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 *First American Title Insurance 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 other security instrument) of an interest in land, the *First American Title Insurance 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 or 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 *First American Title Insurance 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 *First American Title Insurance 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 or construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the *First American Title Insurance Company*.

4. The periodic disbursement of construction loan proceeds or 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 *First American Title Insurance 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 *First American Title Insurance 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 *First American Title Insurance 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 this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of *First American Title Insurance 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 *First American Title Insurance Company* at its principal office at 1 First American Way, Santa Ana, California 92701. When the failure to give prompt notice shall prejudice the *First American Title Insurance Company*, then liability of the *First American Title Insurance Company* hereunder shall be reduced to the extent of such prejudice. The *First American Title Insurance Company* shall not be liable hereunder unless notice of loss in writing is received by the *First American Title Insurance 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, 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 *First American Title Insurance 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.

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_

  
Vice President

# Conservation Lands Program, Project No. 8800

## Parcel 259

### Justification Sheet

Appraisal Firms	<u>Coastal</u>	<u>Diversified</u>
Valuation date	8/02/04	7/30/04
Appraisal Value (2/4/04)	\$600,000	\$725,000
Potential value increase for time adjustment (.8% per month as indicated in the appraisal report)	\$ 45,000	\$ 54,375
Time Adjusted Value	\$645,000	\$779,375
Purchase Price	\$ 681,500	



**COASTAL  
ENGINEERING  
CONSULTANTS  
INC.**

CECI Group Services

Civil Engineering  
Planning Services  
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Coastal Engineering  
Real Estate Services

Website: [www.coastalengineering.com](http://www.coastalengineering.com)

August 17, 2004

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

RE: **Baum Property**  
**Located on the south side of Sate Road 82 (Immokalee Road) at the terminus of**  
**Homestead Road in Fort Myers, Lee County, Florida.**  
CEC File No.: 04.217

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 August 2, 2004.

**AS IS (AUGUST 2, 2004): ..... \$600,000**

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

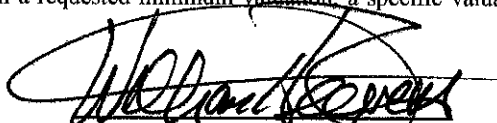
Michael P. Jonas  
Staff Appraiser  
State Certified General Real Estate Appraiser RZ2623



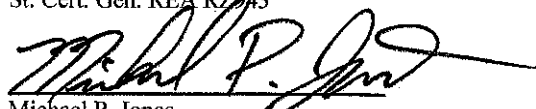
## CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report, and no (or the specified) personal interest or bias with respect to the parties involved; any specified interest or bias has not affected the impartiality of my opinions and conclusions.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- William H. Reeve III, MAI, SRA and Michael P. Jonas have made a personal inspection of the property that is the subject of this report.
- No one has provided significant professional assistance to the person (s) signing this report.
- My reported 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 Practice of the Appraisal Institute.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, William H. Reeve III, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute and the State of Florida.
- William H. Reeve III, MAI, SRA is currently a State Certified General Real Estate Appraiser, as set forth in Florida Real Estate Appraisal License Law S. 475 II.
- Michael P. Jonas is currently a State Certified General Real Estate Appraiser, as set forth in Florida Real Estate Appraisal License Law S. 475 II
- The preceding certifications are in accordance with the Uniform Standards of Professional Appraisal Practice Standard Rule 2-3, effective January 1, 2004 and with the Appraisal Institute's Supplemental Standards of Professional Practice.
- This appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



William H. Reeve III, MAI, SRA  
St. Cert. Gen. REA RZ2213



Michael P. Jonas  
St. Cert. Gen. REA RZ2623

*Diversified Appraisal, Inc.*  
*Real Estate Appraisers and Consultants*

*Ted A. Dickey, MAI*  
*State-Certified General Appraiser*  
*Certification #0000570*

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



2 August 2004



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

Attention: Mr. Michael J. O'Hare

RE: Job #070409 - Complete Summary Appraisal Report of Property  
Located on S.R. 82, Lee County, Florida,  
Nomination #259, Conservation 2020

Dear Mr. O'Hare:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 30 July 2004. Within the attached summary appraisal report, please find enclosed a legal description of the subject property.

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

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. I have complied with the Appraisal Standards of Professional Appraisal Practice, Competency Rule. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

The purpose of the appraisal is to estimate the market value of the subject property. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The intended use of the appraisal is understood to be for the possible purchase of the property. The intended user of this appraisal is Lee County Division of County Lands who is the client. The property is being appraised for the Conservation 2020 program.

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

Lee County Division of County Lands  
Page Three  
2 August 2004

The subject property is appraised as of 30 July 2004. A detailed on-site inspection was made on that date by David C. Vaughan, MAI.

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the market value of the undivided fee simple interest of the subject property, "as is" and as of 30 July 2004, is:

**SEVEN HUNDRED TWENTY FIVE THOUSAND DOLLARS. . . . . (\$725,000)**

Sincerely,

A handwritten signature in black ink, appearing to read 'David C. Vaughan', with a long horizontal flourish extending to the right.

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

# 5-Year Sales History

Parcel No. 259

Conservation 2020 Land Acquisition

No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N

**NO SALES in PAST 5 YEARS**