

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

**Blue Sheet No. 20051515**

- 1. ACTION REQUESTED/PURPOSE:** Authorize: (1) approval of the purchase of Parcel 281, Conservation 20/20 Land Acquisition Program, Project No. 8800, located in NW quadrant of Lee County, in the amount of \$882,000; (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 on May 12, 2005.
- 3. MANAGEMENT RECOMMENDATION:** Considering the recommendation of this parcel by CLASAC, Staff recommends the Board approve Requested Motion.

**4. Departmental Category:** 6

**5. Meeting Date:** DATE CRITICAL  
**11-08-2005**

**ALA**

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

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

**8. Request Initiated:**  
**Commissioner** \_\_\_\_\_  
**Department**      Independent *KLW*  
**Division**          County Lands *KLW*  
**By:** *KLW*  
 Karen L.W. Forsyth, Director

**9. Background:** Parcel 281 is approximately 28 acres lying south of and contiguous to existing Conservation 2020 Nomination Site No.75 in the Yucca Pens portion of the Charlotte Harbor Buffer Preserve, located on the east side of Burnt Store Road approximately 6.25 miles north of Pine Island Road. The property contains hydric pine flatwoods, with small patches of freshwater marsh and wet prairie. Several listed plant and species have been documented in this area.

**Interest to Acquire:** Fee Simple

**Property Details:**

**Owner:** Marco & Antoinette Amoni, husband and wife.  
**Address:** Intersection of Burnt Store Road and James Walter Lane, Cape Coral, Florida  
**STRAP No.:** 17-43-23-00-00001.0130, .015B, & .015C

**Purchase Details:**

**Purchase Price:** \$882,000  
**Costs to Close:** Including survey and environmental audit, costs are estimated to be approximately \$18,000.

**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 E. Stewart, MAI, of Stewart & Company, are attached.

**Funds:** Account No. 20880030103.506110

**Attachments:** Purchase Agreement, Title Commitment, Two Appraisals, Sales History, May 31, 2005 Memorandum to Board to acquire, Secondary Review with CLASAC Recommendation, Location Map

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>KLW</i>			<i>SAO 10/18</i>	<i>Sammy</i>	Analyst <i>10-18-05</i>	Risk <i>10/18/05</i>	Grants <i>10/18/05</i>	Mgr. <i>10/19/05</i>	<i>B 10/18/05</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: *M*  
 10-18-05  
 4:24  
 COUNTY ADMIN  
 FORWARDED TO:  
 10/19/05  
 9:00:21

Rec. by *Catty*  
 Date: *10/18/05*  
 Time: *2:25pm*  
 Forwarded To:  
 Admin. *M*  
 10/18/05 4:24

*K*

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LEE COUNTY CONTRACTS

This document prepared by  
County Lands Division  
Project: Conservation Lands Program, Project 8800  
Parcel: 281  
STRAP No.: 17-43-23-00-00001.0130, .015B and .015C

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 28<sup>th</sup> day of September, 2005 by and between MARCO AMONI  
and ANTOINETTE AMONI, husband and wife, hereinafter referred to as  
SELLER, whose address is 1524 Whitehall Dr., Unit 404, Fort  
Lauderdale, FL 33324, and LEE COUNTY, a political subdivision of  
the State of Florida, hereinafter referred to as BUYER. *[Signature]*

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 28 acres more or less, and located at 16820-30 James Walter Lane and 0 Burnt Store Road, Cape Coral, Florida and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called the "Property". This property will be acquired for the Conservation Lands Program, Project 8800, hereinafter called the "Project".
2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Eight Hundred Eighty Two Thousand Dollars and no/100 (\$882,000.00), payable at closing by County Warrant.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
Page 2 of 6

3. **EVIDENCE OF TITLE:** <sup>BUYER</sup> ~~SELLER~~ will provide at <sup>BUYER'S</sup> ~~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 <sup>ACCORD TO</sup> 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 <sup>BUYER'S</sup> ~~SELLER'S~~ sole risk, ~~and expense.~~ However, BUYER may <sup>accept</sup> 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 <sup>WHICH SHALL BE PAID BY BUYER.</sup> ~~WHICH SHALL BE PAID BY SELLER.~~
- (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; <sup>(IF ANY, IT SHALL BE PROHIBITED TO CLOSING DATE)</sup>
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
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~~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 <sup>REPRESENTS</sup> ~~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 <sup>representations</sup> ~~warranties~~ described herein will survive the closing of this transaction.

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

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

(c) ~~AND THAT OTHERWISE INDICATED AS BUYER'S AGENCY,~~

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.

9. SURVEY: At least 15 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

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LEE COUNTY CONTRACTS

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In the event the SELLER breaches the <sup>representations</sup> ~~warranties~~ as to environmental liability, ~~BUYER MAY UNTIL DECEMBER 23, 2005 RESCIND~~ ~~THIS SALE OR AGAINST THE PROPERTY AS IS.~~ 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 January 31, 2006 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.

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LEE COUNTY CONTRACTS

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
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16. POSSESSION: SELLER warrants there are no parties in possession other than SELLER unless otherwise stated herein. SELLER will terminate existing lease within 30 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:

Thad M. Taylor  
THAD M. TAYLOR  
Don T. Ryan  
Don T. Ryan

SELLER:

[Signature]  
Marco Amoni (DATE)

[Signature]  
Antoinette Amoni (DATE)

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)

CHARLIE GREEN, CLERK

**SPECIAL CONDITIONS**

1. The purchase price of \$882,000 is based upon a stated acreage by SELLER of 28 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 27.5 acres the purchase price will be adjusted downwards accordingly at \$31,500 per acre price, *and the reciprocal if more,*
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 March 7, 2005. 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 to 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. At closing, SELLER to execute a Quit Claim Deed to BUYER for any interest in the Grant of Easement as recited in Official Record Book 1052, Page 782 and Book 1131, Page 701, Public Records of Lee County, Florida, attached and made a part hereof as Exhibit "B".
7. SELLER to furnish a signed Affidavit, in recordable form, stating that during the time of ownership from June 12, 1984 to present time, no one has constructed, improved, or used the road easement through the center of the property measured on an east west line, recited in Official Record Book 1052, Page 782 and the road right 50 feet wide through the center of subject land as measured on an east west line, recited in Official Record Book 1131, Page 701, Public Records of Lee County, Florida, or any portion of the "Property", except for the south 30 feet, for access to any other property including property to the east of the "Property" and that seller, their heirs or assigns, does not plan to build any access road.

WITNESSES:

Thad M. Taylor  
THAD M. TAYLOR  
Don T Ryan  
DON RYAN

SELLER:

[Signature]  
 Marco Anoni (DATE)

[Signature]  
 Antoinette Anoni



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SAP AMERICA

LEE COUNTY CONTRACTS

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**SPECIAL CONDITIONS (Continued)**

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)

7

**EXHIBIT A**

**Parcel 1:**

The South half (S ½) of the South half (S ½) of the North half (N ½) of the Southwest quarter (SW ¼) of Section 17, Township 43 South, Range 23 East, Lee County, Florida.

**Less that Part:**

Lying within 132 feet of the survey line of SR 765, Section 1263, said survey line being described as follows:

Begin at the Southwest corner of said Section 17, thence run North 0 degrees 19'08" East, 5061.73 feet to the beginning of a curve to the right having a radius of 17,188.73 feet; thence along said curve 245.57 feet through a central angle of 0 degrees 49'07" to the North boundary of Section 17, Township 43 South, Range 23 East, at a point 1.76 feet East of the Northwest corner of said Section 17, less existing Rights of Way.

**Parcel 2:**

The North half (N ½) of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) of Section 17, Township 43 South, Range 23 East, Lee County Florida.

Less the Westerly 132 feet for road right of way.

**Parcel 3:**

The North half (N ½) of the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼), Section 17, Township 43 South, Range 23 East, Lee County, Florida.

1052 PG 782

WARRANTY DEED FROM CORPORATION

817171

RANGE FORM 55

37210

This Warranty Deed Made and executed the 23rd day of August, 2004 by

CHARLTON, INC.

a corporation existing under the laws of Florida and having its principal place of business at P. O. Box 57, Cape Coral, Florida 33906 hereinafter called the grantor, to

CLEMENT BENEDICT and VELMA BENEDICT, Husband and Wife

whose postoffice address is R. R. 88, Monticello, Indiana 47980

hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees, all that certain land situate in Lee County, Florida, viz:

The North One-Half (N½) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Southwest One-Quarter (SW¼) of Section 17, Township 43 South, Range 23 East. Less the West 132 Feet subject to a road right-of-way and public utility easement over the South 30 Feet of above described property. Also subject to a road right-of-way and public direction through the center of the above described property and subject to restrictions and reservation of record.



Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said lands; that it hereof fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

(CORPORATE SEAL)

In Witness Whereof

the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

CHARLTON, INC.

Signed, sealed and delivered in the presence of:

*William Rogers*

*Janice S. Smith*

(TWO SEPARATE WITNESSES REQUIRED)

STATE OF Florida  
COUNTY OF Lee

I, Notary Public in and for the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me, and that the same is a true and correct copy of the original as the same appears to me, and that the same is a true and correct copy of the original as the same appears to me.

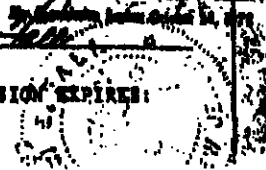
CHARLES FELTON



Witnessed by:  
Dorina Smith  
HOMEBOWNERS TITLE COMPANY  
P. O. DRAWER 683  
Cape Coral, Florida 33904

NOTARY PUBLIC  
MY COMMISSION EXPIRES:

HELEN E. FALL  
NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA



LEE COUNTY RECORDS  
4 06 PM '04

17-43-23-00  
0001-0150

3685C

WARRANTY DEED  
FROM CORPORATION:

917591

REC. 1131 PM '01

FORM 30

**This Warranty Deed** Made and executed the 23rd day of March A. D. 1976 by

**CHARLTON, INC.**

a corporation existing under the laws of Florida and having its principal place of business at Post Office Box 57, Cape Coral, Florida 33904 hereinafter called the grantor, to

**CLEMENT BENEDICT and VELMA BENEDICT, Husband and Wife**

whose postoffice address is 202 Rickey Road, Monticello, Indiana 47960

hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of both, and the successors and assigns of corporations.)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 \* \* and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees, all that certain land situate in County, Florida, etc:

North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 43 South, Range 23 East. Subject to a road right of way and public utility easement of the South 30 feet and subject to a road right 50 feet wide thru the center of subject land as measured

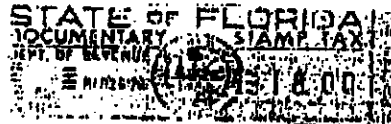
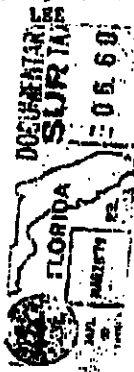
on an east-west line.

This conveyance is subject to all easements, restrictions and reservations of record.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

**To Have and to Hold.** the same in fee simple forever.

**And** the grantor hereby covenants with said grantees that it is lawfully seized of said land in fee simple; that it has good title and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances



17-43-23-00-0001  
015C



**In Witness Whereof** the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers thereto duly authorized, the day and year first above written.

Witness my hand and seal in the presence of:  
*[Signature]*  
*[Signature]*

By *[Signature]*  
Charles J. Falton  
President

STATE OF Florida  
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

Charles J. Falton

well known to me to be the President of the corporation, and in the presence of two subscribing witnesses, and that they severally acknowledged to me the above in the presence of two subscribing witnesses, and that they severally acknowledged to me the above in the presence of two subscribing witnesses, and that they severally acknowledged to me the above in the presence of two subscribing witnesses, and that they severally acknowledged to me the above in the presence of two subscribing witnesses.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of March 1976.

This instrument prepared by *[Signature]*  
Deanne Smith  
Homeswans Title Company  
1327 Cape Coral Pkwy.  
Cape Coral, Florida 33904

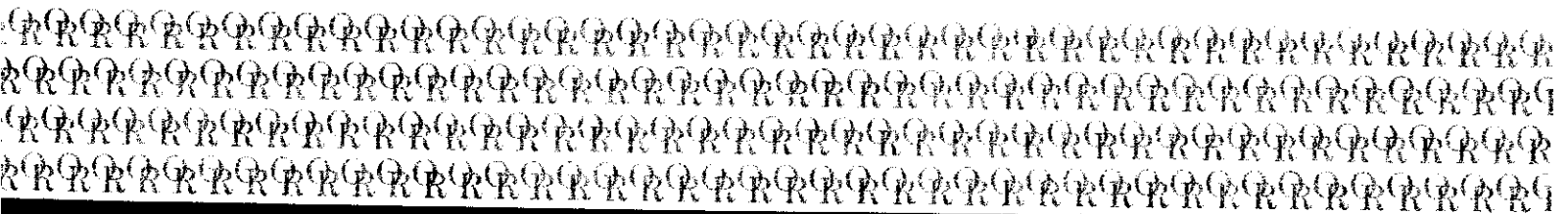
NOTARY PUBLIC  
COMMISSION EXPIRES 12/31/1977  
ISSUED BY COMMISSION EXPIRES 12/31/1977  
BONDED BY AMERICAN BANKERS INS. CO.

Old Republic National Title Insurance Company  
1000 North Main Street  
St. Louis, Missouri 63102



**Commitment to Insure**

*Issued through the Office of:*



# Commitment To Insure

(ALTA Commitment) - 1978 Rev.

## CA



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a 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 Schedule 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 obligations hereunder shall cease and terminate six 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, Old Republic National Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

### 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 and 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 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.

NOTE: The policy committed for may be examined by inquiry at the office which issued the commitment, and a specimen copy of the policy form (or forms) referred to in this commitment will be furnished promptly upon request.

**Delivered with and printed on this Commitment Jacket is the Closing Protection Letter promulgated under Rule 4-186.010, F.A.C.**

#### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By

President

Attest

Secretary

Authorized Signatory

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT FORM**  
**Schedule A**

Commitment No.:

Effective Date:  
April 11, 2005 @ 08:00 AM

Agent's File Reference:  
03006-14

1. Policy or Policies to be issued: Proposed Amount of Insurance:
- OWNER'S: ALTA Owner's Policy (10/17/92). (If other, specify.) \$ TBD
- Proposed Insured: LEE COUNTY, FLORIDA, a political subdivision of the State of Florida
- MORTGAGEE: ALTA Loan Policy (10/17/92). (If other, specify.) \$
- Proposed Insured:
2. The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify same) and title thereto is at the effective date hereof vested in:

MARCO AMONI and ANTOINETTE AMONI, husband and wife

3. The land referred to in this commitment is described as follows:

**Parcel 1:**

The South half (S ½) of the South half (S ½) of the North half (N ½) of the Southwest quarter (SW ¼) of Section 17, Township 43 South, Range 23 East, Lee County, Florida.

**Less that part:**

Lying within 132 feet of the survey line of SR 765, Section 1263, said survey line being described as follows:

Begin at the Southwest corner of said Section 17; thence run North 0 degrees 19'08" East, 5061.73 feet to the beginning of a curve to the right having a radius of 17,188.73 feet; thence along said curve 245.57 feet through a central angle of 0 degrees 49'07" to the North boundary of Section 17, Township 43 South, Range 23 East, at a point 1.76 feet East of the Northwest corner of said Section 17, less existing Rights of Way.

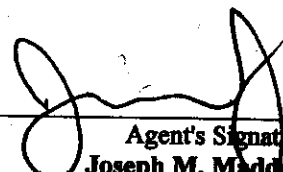
**Parcels 2 and 3:**

The North half (N ½) of the Northwest quarter (NW ¼) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼) less the Westerly 132 feet for road right of way and the North half (N ½) of the Northeast quarter (NE ¼) of the Southwest quarter (SW ¼) of the Southwest quarter (SW ¼), both parcels in Section 17, Township 43 South, Range 23 East, Lee County, Florida.

Issuing Agent:

**LAW OFFICE OF JOSEPH M. MADDEN, JR.,  
LLC**  
2222 Second Street  
Fort Myers, FL 33901-3026

Agent No.: B09686

  
Agent's Signature  
Joseph M. Madden, Jr.  
Attorney at Law

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT FORM**  
**Schedule B-I**

Commitment No.:

Agent's File Reference:  
03006-14

- I. The following are the requirements to be complied with:
1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
  2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
    - A. Warranty Deed from MARCO AMONI and ANTOINETTE AMONI, husband and wife, to LEE COUNTY, FLORIDA, a political subdivision of the State of Florida.
  3.
    - a) Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit when properly executed at closing by the seller(s), if any, and mortgagor(s) herein will serve to delete the standard lien and possession exceptions from the policy(ies) to be issued.
    - b) Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the Company, and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Additional requirements and/or exceptions will be made for any appropriate matters disclosed.
  4. Proof of payment of taxes due and payable, if any, must be furnished.
  5. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.
  6. Affidavit from a reliable person must be furnished establishing that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.
  7. Affidavits to be executed by the owner of the subject property and the proposed insured stating that: 1) There are no matters pending against the affiant that could give rise to a lien that would attach to the property between the effective date of this Commitment and the recording of the interest to be insured; and 2) Affiants have not and will not execute any instruments that would adversely affect the interest to be insured.
  8. Affidavit from the owner of the subject property, or some other person having actual knowledge, establishing that no person other than the owner is in possession. If other parties are in possession, confirmations from all parties in possession will be required setting forth the nature of their rights of possession for purposes of specifically making an exception that identify those tenants and the nature of their rights in Schedule B of the policy and an affidavit from owner(s) confirming no other persons in possession. In the alternative, an exception shall be made for rights of the lessees under unrecorded leases or for rights of parties in possession.
  9. The policy to be issued based upon this commitment will not contain an exception for encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises, provided that a survey meeting The Fund's requirements is furnished. However, if such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment. If such survey is not certified to the proposed insured, an affidavit will be required from the current owner stating that there are no improvements currently located on the land that are not shown on the survey, describing the survey by date, job or order number and name of surveyor.
  10. The policy to be issued based upon this commitment will not contain an exception for easements or claims of easements not shown by the public records, provided that: (i) the survey, meeting The Fund's requirements, does not disclose the existence of any unrecorded easements; and (ii) the affidavit of the owner, or other person with actual knowledge, establishes that there are no unrecorded easements or claims of easements in existence.
  11. NOTE: A search commencing with the effective date of the commitment will be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.



**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT FORM**  
**Schedule B-II**

Commitment No.:

Agent's File Reference:  
03006-14

- II. 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 Underwriter:
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
  2. Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
  3. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
    - a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
    - b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
  4. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
  5. Subject land lies within the boundaries for mandatory Garbage Collection pursuant to Lee County Ordinance No. 86-14 recorded in O.R. Book 2189, Page 3281, as amended in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida, and will be subject to future assessments.
  6. Easements or claims of easements not shown by the public records.
  7. General or special taxes and assessments required to be paid in the year 2005 and subsequent years. 17-43-23-00-00001.0130 and 17-43-23-00-00001.015B and 17-43-23-00-00001.015C  
Note: Taxes for the year 2005 became a lien on the land on January 1, 2005 although not due and payable until November 1, 2005.
  8. Subject to a road right of way and public utility easement over the South 30 feet and a road right of way through the center of property as recited in deed recorded in Official Records Book 1052, page 782, of the Public Records of Lee County, Florida.
  9. Subject to road right of way and public utility easement over the South 30 feet and road right of way 50 feet wide through the center of property as recited in deed recorded in Official Records Book 1131, page 701, of the Public Records of Lee County, Florida.
  10. Subject to right of way of James Walter Lane. (as to Parcels 2 and 3)

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**COMMITMENT FORM**  
**Schedule B-II**

Commitment No.:

Agent's File Reference:  
03006-14

11. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
12. NOTE: All of the above documents under Schedule B-I and B-II setting forth an Official Records and Page number were recorded in the Public Records of Lee County County, Florida.

*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*



8 August 2005



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

Attn: Mr. Michael O'Hare

RE: Job #070507 - Complete Summary Appraisal Report of Parcel  
281, Conservation 2020, Located on the  
easterly side of Burnt Store Road, Northwest  
Lee County, Florida, STA 18, Project 8800

Dear Mr. O'Hare:

As you requested, a detailed on-site inspection and analysis was made of the subject property on 5 August 2005. Within the attached complete summary appraisal report, please find enclosed a description of the subject.

This is a Complete Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Complete Summary Appraisal Report. As such, it presents 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 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 subject property. The intended user of this appraisal is Lee County Division of County Lands who is the client. The subject of this appraisal report includes real estate only. No equipment, business value or personal property are included in this appraisal.

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 reanalysis. The appraiser is not an expert in this field.

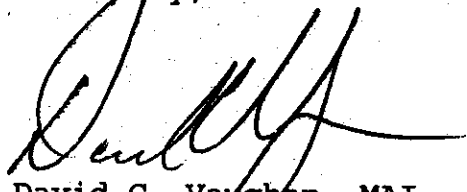
Lee County  
Page Three  
8 August 2005

The subject property is appraised as of 5 August 2005. 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 5 August 2005, is:

ONE MILLION FOUR HUNDRED THOUSAND DOLLARS. . . . . (\$1,400,000)

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Vaughan', written over a horizontal line.

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

**RECEIVED**  
JUL 22 2005

**STAFF REVIEW**

8-15-05

**Date**

**COMPLETE APPRAISAL - SUMMARY REPORT**

**COUNTY LANDS**

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

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

**CLIENT:**

Lee County, Department of Public Works  
County Lands  
P.O. Box 398  
Fort Myers, Florida 33902  
Attn: Robert Clemens, Acquisition Program Manager

**APPRAISERS:**

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

**SUBJECT:**

A ±28 acre site located on the east side of Burnt Store Road at James Walter Lane, Cape Coral, Florida 33993.

LEGAL DESCRIPTION: The legal description of the subject property is lengthy, contained in three deed copies, and may be found in the Addenda section of this report.

INTEREST VALUED: Fee Simple


EFFECTIVE DATE OF VALUE: July 14, 2005

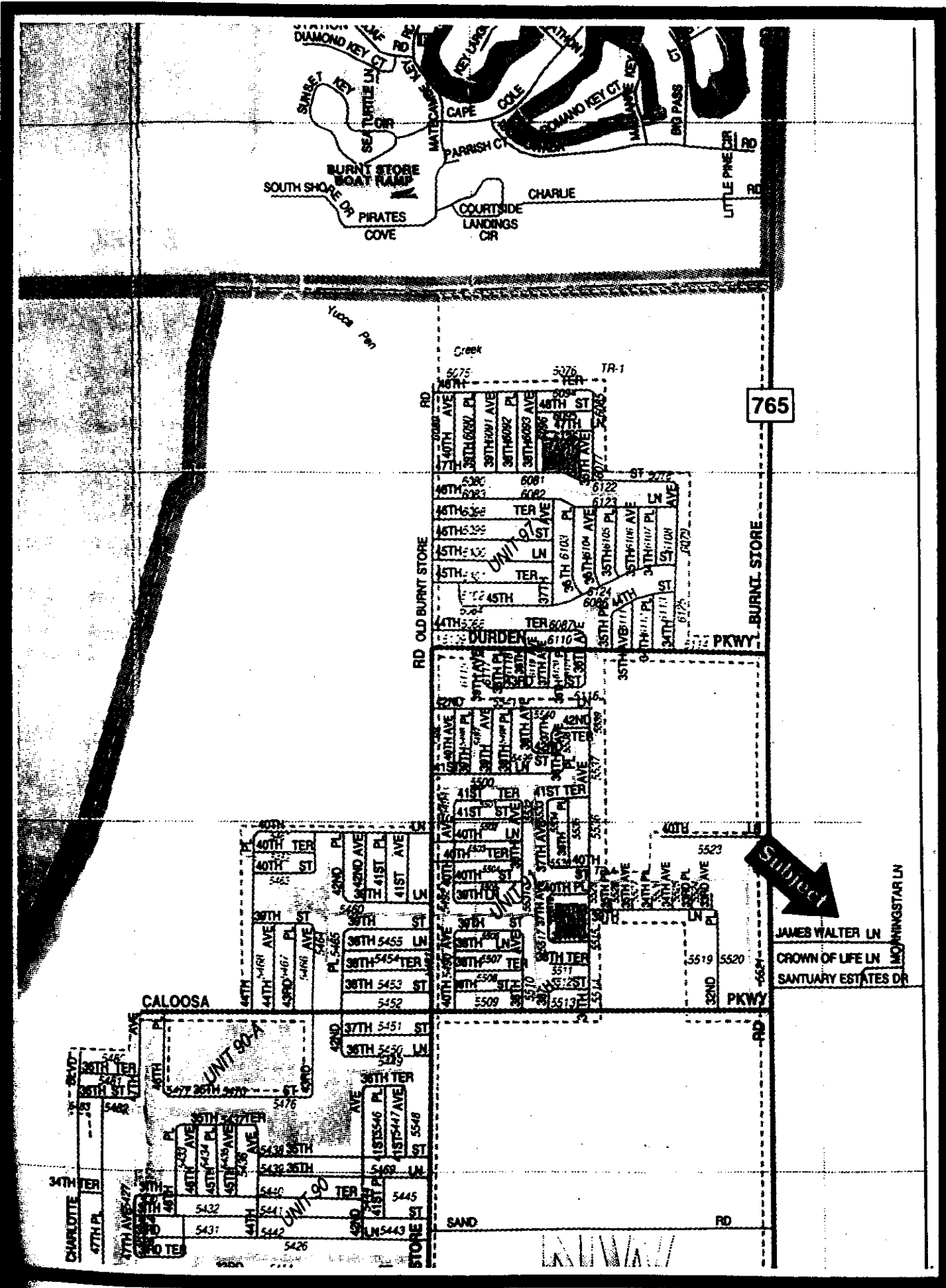
DATE OF INSPECTION: July 14, 2005

DATE OF REPORT: July 21, 2005

MARKET VALUE ESTIMATE: \$1,680,000

STEWART & COMPANY, INC.

  
William E. Stewart, Jr., MAI  
State-Certified General Appraiser RZ233



MARKET AREA MAP



# 5-Year Sales History

Parcel Nos. 281

Conservation 20/20 Land Acquisition Program

Project No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N

**NO SALES IN LAST FIVE YEARS.**

**FILE**

Conservation 20/20  
Environmentally Sensitive Land Program  
Salient Property Data  
Division of County Lands

To: Lee County Board of County Commissioners

Date: May 31, 2005

From:

  
Karen Forsyth  
County Lands Director

**RE: Conservation 20/20 Nomination No. 281**

The Board's advisory committee, the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC), is recommending the acquisition of the following property:

**LOCATION/DESCRIPTION:** Approximately twenty-eight (28) acres lying south of Conservation 20/20 site No. 75 in the Yucca Pens portion of the Charlotte Harbor Buffer Preserve; located on the east side of Burnt Store Road approximately 6.25 miles north of Pine Island Road. STRAP Nos. 17-43-23-00-00001.0130; 17-43-23-00-00001.015B; and 17-43-23-00001.015C.

**NAME OF SELLER(S):** Marco and Antionette Amoni

**ENVIRONMENTAL FEATURES:** Hydric pine flatwoods with patches of freshwater marsh and wet prairie. Several listed plant and animal species have been documented in this area. Site provides habitat for wading birds. A portion of a natural flow-way bisects this property. Property provides floodplain protection and water quality benefits from the wetlands. Potential public uses include hiking, photography, nature study and environmental education programs.

**ASKING PRICE:** \$882,000 (\$31,500 per acre)

The asking price is not necessarily indicative of the final, negotiated purchase price.

**VOTE OF COMMITTEE MEMBERS:** Of members present, the vote was unanimous to pursue for acquisition. Absent members: Bill Burdette, Bill Hammond, Mitch Hutchcraft, Erick Lindblad, George Wheaton, and Ralph Williams.

Please contact me at 479-8506 at your earliest convenience should you have any questions or concerns.

**ATTACHMENT: Location Map and Five-Year Sales History**

S:\POOL\2020\NOMFILES\281\281 CLASAC recommendation form to BoCC\_Nom.doc

**SECONDARY REVIEW**

**CONSERVATION 20/20 PROGRAM**  
 17-43-23-00-00001.0130; 17-43-23-00-00001.015B C  
 Burnt Store Road Area

**NOMINATION 281**

CRITERIA		SCORE	COMMENTS
<b>A. SIZE AND CONTIGUITY</b>			
<b>1. Size of Property</b>			
a.	≥ 500 acres	6	
b.	400 to < 500 acres	5	
c.	300 to < 400 acres	4	
d.	200 to < 300 acres	3	
e.	100 to < 200 acres	2	
f.	50 to < 100 acres	1	
g.	< 50 acres	0	28 Acres. Asking price is \$31,500 per acre (\$882,000 total)
<b>2. Contiguous to:</b>			
a.	Coastal waters and other sovereignty submerged lands	4	0
b.	Existing preserve area, c.e., wrma or refuge	4	4
c.	Preserve areas officially proposed for acquisition	2	2
<b>B. HABITAT FOR PLANTS AND ANIMALS</b>			
<b>1. Native Plant Cover</b>			
a.	≥ 75 % of the property has native plant cover	8	8
b.	50% to < 75% has native plant cover	4	
c.	25% to < 50% has native plant cover	2	
d.	< 25% has native plant cover	0	
<b>2. Significant for wide-ranging species</b>			
			Vast majority of the 28-ac property is wetland coniferous forest (Hydric pine flatwoods) with small patches of freshwater marsh and wet prairie. The property owner has managed the property and invasive exotic vegetation (noted some melaleuca & Brazilian pepper and one earleaf acacia and downy rose myrtle) is minimal
			A portion of a herbaceous wetland occurs on the eastern portion of the nomination. This habitat type is important to listed species such as some of the wading birds. Large mature pines are found on site. Also noted the following animal tracks: deer, raccoon, and snake.
<b>3. Panther Habitat, wetlands, ponds, grass lands, etc.</b>			
		2	2
<b>Rare and Unique Uplands</b>			
a.	Scrub, hammock, old growth pine	2	
b.	Mature, second growth pine flatwood	1	1
<b>4. Diversity</b>			
a.	5 or more FLUCCS native plant community categories	2	
b.	3 or 4 FLUCCS native plant community categories	1	1
c.	2 or less FLUCCS native plant community categories	0	
			According to the GIS FLUCCS map, there are 3 native plant community codes: 620, 641, & 643

C. SIGNIFICANCE FOR WATER RESOURCES		COMMENTS
<b>1. Serves or can serve as flow-way</b>		
	Site contains a primary flow-way, creek, river, wetland corridor; large contributing watershed; possibly identified in the Lee County Surface Water Master Plan, South Lee County Study, or by staff	4
<b>a.</b>	Site contains flow-way, through tributary, medium size watershed, or just a portion of system/one side of conveyance, may not be identified in study	3
<b>b.</b>	Same as b., smaller watershed, not as defined, disconnected	2
<b>c.</b>	Site conveys runoff, minimal area	1
<b>d.</b>	Site provides no conveyance of surface water	0
<b>e.</b>	Add 2 points if conveyance is natural (not man-made)	+2
<b>f.</b>		2
<b>2. Strategic to Flood Management</b>		Portion of flow-way bisects property, short segment Natural system
	Well defined flood-way within parcel, possibly identified in FEMA or other study, both sides of conveyance, large upstream area, protection from encroachment critical or known flooding history	4
<b>a.</b>		
<b>b.</b>	Same as a., portion of floodway (one side) or within floodplain	3
<b>c.</b>	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2
<b>d.</b>	Small watershed, minimal flooding	1
<b>e.</b>	No significant flood issues	0
<b>3. Protect a water supply source.</b>		Provides floodplain protection for short segment
	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tarrami Aquifer and also within area of current or proposed wetfield development	2
<b>a.</b>	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1
<b>b.</b>	No recharge or potential water supply opportunities	0
<b>c.</b>		0
<b>4. Offset Damage to or Enhance Water Quality.</b>		Minimal recharge value
	Presence of wetland, retention, or lake that is currently providing water quality benefits	2
<b>a.</b>	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1
<b>b.</b>	No existing or potential water quality benefits	0
<b>c.</b>		0
		Wetlands provide water quality benefits

**SECONDARY REVIEW**

**CONSERVATION 20/20 PROGRAM**  
 17-43-23-00-00001.0130; 17-43-23-00-00001.015B C  
 Burnt Store Road Area

**NOMINATION 281**

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE		COMMENTS
1.	<b>Good Access for Public Use and Land Management</b>	
	Parcel can be accessed from a freeway, expressway, arterial street, or major collector	3 3
	Parcel can be accessed from a minor collector or local street	2
2.	<b>Recreation/Eco-Tourism Potential</b>	
	Score depends upon the variety or uniqueness or potential public uses. Examples of appropriate public uses include paddling sports, fishing, hiking, equestrian, mountain biking, photography, nature study, and environmental education	0-2 1
	<b>Land Manageability</b>	
3.	75% or greater of the perimeter of site is surrounded by low impact land uses	3
	50%-75% of the perimeter of site is surrounded by low impact land uses	2 2
	25%-50% of the perimeter of site is surrounded by low impact land uses	1
	Less than 25% of the perimeter of the site is surrounded by low impact land uses	0
4.	<b>Development Status (Maximum 4 points)</b>	
	The Parcel is Approved for Development or is Exempt from Clearing Regulations	4 4
	The Parcel is Zoned for Intensive Use	2 0
	c. Future Land Use Map: Intensive Land Use Category	1 0
<b>TOTAL POINTS</b>		<b>36</b>

**COMMENTS:** Acquisition of the nomination would allow management staff to remove remaining exotics and begin prescribed fire program with little on-site prepping. This parcel adds to the existing Yucca Pens Preserve. Unauthorized vehicular access is currently an issue but this area is worth preserving for its native condition and to buffer the State owned lands to the east.

**STAFF RECOMMENDATION 26 APRIL 05**  
 Pursue for acquisition due to high score and for its benefits to management of adjacent preserve areas.

**CRSC RECOMMENDATION 03 MAY 05**  
 Agree with staff recommendation

**CLASAC RECOMMENDATION 12 MAY 05**  
 Pursue for acquisition

