

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Authorize: (1) approval of the purchase of Parcel 284, Conservation 20/20 Land Acquisition Program, Project No. 8800, located on Fort Myers Beach, in the amount of \$1,050,000; (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 this transaction.

**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 20040570.

**3. MANAGEMENT RECOMMENDATION:** Considering the recommendation of this parcel by CLASAC, Staff recommends the Board approve the Action Requested.

**4. Departmental Category:** 6

**5. Meeting Date:** DATE CRITICAL

*AGA*

*12-13-2005*

**6. Agenda:**

<input type="checkbox"/>	Consent
<input checked="" type="checkbox"/>	Administrative
<input type="checkbox"/>	Appeals
<input type="checkbox"/>	Public
<input type="checkbox"/>	Walk-On

**7. Requirement/Purpose: (specify)**

<input type="checkbox"/>	Statute	
<input checked="" type="checkbox"/>	Ordinance	96-12
<input type="checkbox"/>	Admin. Code	
<input type="checkbox"/>	Other	

**8. Request Initiated:**

Commissioner	
Department	Independent
Division	County Lands <i>KL</i>
By:	<i>Kauf</i> Karen L.W. Forsyth, Director

**9. Background:** Parcel 284 comprises of 3 lots with total acreage at approximately .86 acres, zoned RS (Residential Conservation). It is located adjacent to the Matanzas Pass Preserve. The site is a mature maritime coastal upland habitat in good condition with mature live oaks, ball and Spanish moss, resurrection fern, and sabal palm hammock. The acquisition of the parcel is subject to acquisition of Nomination #283 and receiving an official statement of support from the Town Council of Fort Myers Beach to assist Lee County to prepare a FCT grant application. CLASAC has stipulated that both Nominations are required to meet the Conservation 20/20 program objectives.

**Interest to Acquire:** Fee Simple

**Property Details:**

**Owner:** Douglas O. Williamson, as Trustee of the Douglas O. Williamson Trust, dated 11/27/94.  
**Address:** 311 Nature View Court, Fort Myers Beach  
**STRAP Nos.:** 19-46-24-W3-01700.0200, 20-46-24-W4-01700.0190, 20-46-24-W4-01700.0210

**Purchase Details:**

The property owner's original asking price was \$1,500,000; however, through negotiations, he has agreed to accept the County's offer.  
**Purchase Price:** \$1,050,000  
**Costs to Close:** Including survey, and environmental audit, costs are estimated to be approximately \$7,000. The Seller, at his expense, is to pay documentary stamps, title insurance, and attorney fees.

**Appraisal Information:**

In accordance with FS 125.355, two appraisals were obtained. Matthew Caldwell, of Maxwell & Hendry Valuation Services indicated a value of \$1,160,000. David C. Vaughan, MAI, of Diversified Appraisal, Inc. indicated a value of \$945,000. Copies of the appraisals are attached.

**Funds:** Account No. 20880030103.506110

**Attachments:** Town of Fort Myers Beach Statement, Purchase Agreement(s), Title Commitment, Appraisal Data, Sales History, and Location Map

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>AO 11/4</i>	<i>KL</i>	<i>11/9/05</i>	<i>11-9-05</i>	<i>11/9/06</i>	<i>11/9</i>	<i>11/9/05</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: *KL*  
 11-8  
 4636  
 COUNTY ADMIN  
 FORWARDED TO: *KL*  
 11-9-05  
*NOVA*

Rec. by CoAtty  
 Date: *11-9-05*  
 Time: *11:10am*  
 Forwarded To:  
*11/9/05*

# Town of Fort Myers Beach

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Bill VanDuzer  
Mayor

Howard Rynearson  
Vice-Mayor

Don Massucco  
Seat 1

Garr Reynolds  
Seat 2

Ken Katcko  
Seat 4

Kathryn Keene  
Property Acquisition Agent  
Lee County Government – Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

November 2, 2005  
Re: Williamson Property

Dear Kathryn,

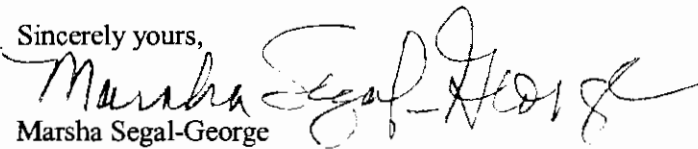
I understand that the Williamson property on Fort Myers Beach, Conservation 2020, nominations #283 and #284 are now under contract. This letter is being offered as a continuing confirmation of the commitment of the Town in support of this purchase. I believe this will be the first expenditure of 2020 funds on Fort Myers Beach.

The Town Council passed Resolution #05-12 and approved the Town Staff applying for a Florida Community Trust Grant as the match for this 2020 acquisition. The Town Council made this commitment in furtherance of a dynamic partnership that has developed between Lee County and the Town.

We look forward to conserving land contiguous to the Matanzas Pass Preserve and enhancing the wilderness experience in this unique area.

Please let me know if I can be of further assistance in this matter and I thank you very much for your time, consideration and assistance in preserving unique land for future generations.

Sincerely yours,

  
Marsha Segal-George  
Town Manager

Cc: Town Council

This document prepared by  
County Lands Division

Project: **Conservation Lands Program, Project 8800**

Parcel: 284

STRAP No's.:19-46-24-W3-01700.0200, 20-46-24-W4-01700.0190, 20-46-24-W4-01700.0210

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 12<sup>TH</sup> day of OCTOBER, 2005 by and between Douglas O. Williamson, as Trustee of the Douglas O. Williamson Trust dated 11-27-94, hereinafter referred to as SELLER, whose address is 8350 Estero Blvd., PH 2, Fort Myers Beach, FL 33931, 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 three (3) lots, and located at 303,307,309 Nature View Court, Fort Myers Beach, Florida and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called the "Property". This property will be acquired for the Conservation Lands Program, Project 8800, hereinafter called the "Project".
  
2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be **One Million Fifty Thousand Dollars (\$1,050,000)**, payable at closing by County Warrant.
  
3. **EVIDENCE OF TITLE:** SELLER will provide at SELLER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the purchase price, from a title company acceptable to BUYER. Such commitment will be accompanied by one copy of all documents which constitute exceptions to the title commitment. Such commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 2 of 5

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

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

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

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

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

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

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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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9. ~~**SURVEY:** At least 30 days prior to closing, SELLER will obtain, at SELLER's expense, a boundary survey. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. 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.~~

NOT REQUIRED OF SELLER *DSH*

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

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

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

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 4 of 5

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

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

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

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

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

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 5 of 5

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:** Douglas O. Williamson, Trustee of the Douglas O. Williamson Trust dated November 27, 1994.

*Devi Indrajit*  
DEVI INDRAJIT

BY: *Douglas O. Williamson, Trustee 10-12-05*  
Douglas O. Williamson, Trustee (DATE)

WITNESSES:

*Sandra J Brodock*  
Sandra J Brodock

CHARLIE GREEN, CLERK

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

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

### **Exhibit A**

Lot 19 of BORTON'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 30, Page(s) 102 and 103, of the Public Records of Lee County, Florida.

Lot 20 of BORTON'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 30, Page(s) 102 and 103, of the Public Records of Lee County, Florida.

Lot 21 of BORTON'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 30, Page(s) 102 and 103, of the Public Records of Lee County, Florida.



## SPECIAL CONDITIONS

Page 1 of 2

1. SELLER warrants that the property is in substantially the same condition as existed when the application for the nomination of the property for the Conservation Land Program Project was received on March 15, 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 in the purchase price, or may terminate this agreement without obligation.
  
2. BUYER intends to purchase this property as part of the Conservation 2020 project. The purpose of this project is preservation and conservation of environmentally sensitive and desirable property. The existence of severed oil, gas and mineral rights conflicts with the BUYER's purpose. Therefore, BUYER will deem the existence of oil, gas and mineral rights or leases in a third party as a defect in the chain of title. SELLER agrees to clear or obtain releases for each of these separate oil, gas and mineral rights or leases. In the alternative, SELLER agrees to provide a title commitment and title insurance owner's policy that does not list the separate oil, gas and mineral rights or leases as an exception or otherwise exclude these rights or leases from coverage. If SELLER fails to have the separate rights or leases released of record, or if the title commitment and owner's title insurance policy provided by SELLER excludes the separate rights or leases from coverage, as stipulated in Paragraph 8 of the Agreement, BUYER may elect to accept the property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.
  
4. SELLER, at its expense, will remove all personal property, including, but not limited to vehicles, buildings, structures, mobile homes, concrete slabs, pilings, foundations, debris, waste piles, abandoned vehicles, farm machinery and equipment, household appliances, chemical and pesticide containers, hazardous material containers, and culvert pipes and dispose of those items in accordance with government regulations. In addition, SELLER must clean areas where such removal has occurred so as to eliminate all evidence of these items. *SELLER IS NOT OBLIGATED TO REMOVE EXISTING ASPHALT DRIVE WITHIN PROPERTY EASEMENT OR RESTORE AREA TO ELIMINATE EVIDENCE OF DRIVE. ~~SELLER~~*
  
5. SELLER, at its expense, will remove or abandon any septic or sewer system in accordance with government regulations.
  
6. SELLER, at its expense, will cap all irrigation wells on the property in accordance with government regulations.

**SPECIAL CONDITIONS**

Page 2 of 2

WITNESSES:

**SELLER: Douglas O. Williamson, as Trustee of  
the Douglas O. Williamson Trust dated 11-27-94**

Dev Indmit  
DEV. IND 42571  
Sandra Brodack  
Sandra Brodack

Douglas O. Williamson, Trustee 10-12-05  
Douglas O. Williamson, Trustee (Date)

CHARLIE GREEN, CLERK

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

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

Parcel: 284

STRAP No's.: 19-46-24-W3-01700.0200, 20-46-24-W4-01700.0190, 20-46-24-W4-01700.0210

Project: **Conservation Lands Program, Project 8800**

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 12<sup>TH</sup> day of OCTOBER 2005 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

*5 2011*

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:

**Douglas O. Williamson,**  
**as Trustee of the Douglas O. Williamson Trust dated 11-27-94**  
8350 Estero Blvd., PH 2  
Fort Myers Beach, FL 33931

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. MARY L. WILLIAMSON (SPOUSE)

2.

3.

4.

5.

6.

The real property to be conveyed to Lee County is known as: See attached Exhibit A.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Devi Indrajit  
Witness Signature

Douglas O. Williamson  
Signature of Affiant

DEVI INDRAJIT  
Printed Name

DOUGLAS O. WILLIAMSON  
Printed Name

Sandra J Brodack  
Witness Signature

Sandra J Brodack  
Printed Name

Affidavit of Interest in Real Property

Parcel: 284

STRAP No's.: 19-46-24-W3-01700.0200, 20-46-24-W4-01700.0190, 20-46-24-W4-1700.0210

Project: **Conservation Lands Program, Project 8800**

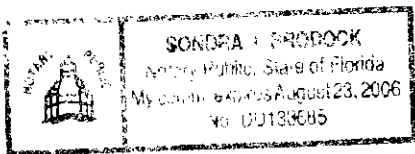
STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 12 day of Oct, 2005 by Douglas O. Williamson.  
(name of person acknowledged)

[Signature]  
(Notary Signature)

(SEAL)



Sondra J Brodock  
(Print, type or stamp name of Notary)

\_\_\_\_ Personally known  
 OR Produced Identification  
FL Driver License Type of Identification

# First American Title Insurance Company

FATIC 213X  
ALTA Commitment (1982)

## SCHEDULE A

**STAFF REVIEW**  
6/8/05 KIL  
**Date**

Issuing Office File No: **2005213**

1. Commitment Date: **April 25, 2005**

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 :

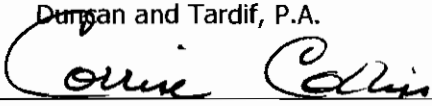
**Douglas O. Williamson, as Trustee of the Douglas O. Williamson Trust dated 11-27-94**

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

**See Attached Schedule A (Continued)**

Loan Number:

Issuing Office File No: 2005213

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.

**Schedule A (Continued)**

Issuing Office File No.: **2005213**

Parcel 1:

Lot 19 of BORTON'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 30, Page(s) 102 and 103, of the Public Records of Lee County, Florida.

Parcel 2:

Lot 20 of BORTON'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 30, Page(s) 102 and 103, of the Public Records of Lee County, Florida.

Parcel 3:

Lot 21 of BORTON'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 30, Page(s) 102 and 103, of the Public Records of Lee County, Florida.

# First American Title Insurance Company

FATIC 214X  
ALTA Commitment (1982)

## **SCHEDULE B - SECTION 1 REQUIREMENTS**

Issuing Office File No.: **2005213**

**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 Douglas O. Williamson, Individually, as a single person or joined by spouse, if married and as Trustee of the Douglas O. Williamson Trust dated 11-27-94 to Lee County, a Political Subdivision of the State of Florida conveying the land described under Schedule "A".
5. NOTE: The above trustee is vested with trust powers pursuant to Section 689.071, F.S., by virtue of vesting deed recorded in Book 3609, Page 2669 and Book 3535, Page 4891.
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

# First American Title Insurance Company

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.: **2005213**

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 2005 and subsequent years, which are not yet due and payable.
8. Note: 2004 ad valorem taxes show PAID in the gross amount of \$3,249.56 for Tax Identification No. 19-46-24-W3-01700-0190.
9. Note: 2004 ad valorem taxes show PAID in the gross amount of \$3,249.56 for Tax Identification No. 19-46-24-W3-01700-0200.
10. Note: 2004 ad valorem taxes show PAID in the gross amount of \$3,249.56 for Tax Identification No. 19-46-24-W3-01700-0210.
11. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of BORTON'S SUBDIVISION, as recorded in Plat Book 30, Page(s) 102 and 103, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

# First American Title Insurance Company

12. Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Book 1241, Page 219, as amended in Book 1652, Page 3367 and Book 2135, Page 1561, and as subsequently amended, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
13. Resolution of Lee County recorded in Book 1907, Page 4032.
14. Easement over the Forty (40') feet for roadway along the southerly boundary of property, according to the Plat recorded in Plat Book 30, Page(s) 102. (As to Parcel 3, Lot 21).
15. Riparian and/or littoral rights are not insured. (As to Parcels 1 and 2, Lots 19 and 20)
16. This Policy does not insure title to the beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Schedule "A". (As to Parcels 1 and 2, Lots 19 and 20)

NOTE: NUMBER 6 ABOVE IS HEREBY DELETED AND WILL NOT BE A PART OF THE OWNERS POLICY TO BE ISSUED HEREON

# 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.

*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*



23 August 2005



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

Attn: Ms. Kathryn Keene

RE: Job #080507 - Complete Summary Appraisal Report of Three  
Vacant Lots Located on Fort Myers Beach,  
Florida, Conservation 2020, STA 19, Project  
8800

Dear Ms. Keene:

As you requested, a detailed on-site inspection and analysis was made of the subject property on 17 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

Lee County  
Page Two  
23 August 2005

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  
23 August 2005

The subject property is appraised as of 17 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 17 August 2005, is:

**NINE HUNDRED FORTY FIVE THOUSAND DOLLARS. . . . . (\$945,000)**

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

### IDENTIFICATION OF THE SUBJECT

The subject property consists of three vacant lots located on Nature View Court, Fort Myers Beach, Florida. The property can be identified as Lots 19, 20 and 21, Bortons Subdivision as recorded in Plat Book 30, Page 103 of the public records of Lee County, Florida. The property can also be identified as Parcels 20-46-24-W4-01700.0190, 19-46-24-W4-01700.0200 and 20-46-24-W4-01700.0210.

### SCOPE OF THE APPRAISAL

The property being appraised consists of three vacant lots located on Fort Myers Beach, Florida. As the subject property is vacant land, the only applicable approach to value is the Sales Comparison Approach for the land. 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 only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. In this situation, the property is being valued via the Sales Comparison Approach. The Sales Comparison Approach involves comparing sales of similar properties to the subject in order to obtain a market value estimate for the subject property. 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.

STATEMENT OF OWNERSHIP/PURCHASE HISTORY

The owner of record of the subject property, according to the Lee County tax roll, is Douglas O. Williamson, Trustee. There are no recent recorded transactions on the subject property. The following tax and assessment information is presented.



Maxwell & Hendry Valuation Services, Inc.  
12600-1 World Plaza Lane, Building #63  
Fort Myers, FL 33907

Mr. Robert G. Clemens

Lee County Board of County Commissioners  
Division of County Lands  
PO Box 398, Fort Myers, FL 33902

Re: Property: 303/307/309 Nature View Court  
Fort Myers Beach, FL 33931-3515  
Borrower: N/A  
File No.: 508309

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached. The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as vacant, in unencumbered fee simple title of ownership for possible acquisition.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and market area. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value of Lot 19, as of August 26, 2005, is: FOUR HUNDRED THOUSAND DOLLARS (\$400,000)

The value of Lot 20, as of August 26, 2005, is: FOUR HUNDRED THOUSAND DOLLARS (\$400,000)

The value of Lot 21, as of August 26, 2005, is: THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000)

It has been a pleasure to assist you. Please do not hesitate to contact myself or any of my staff if we can be of additional service to you.

Sincerely,



Matthew H. Caldwell  
Maxwell & Hendry Valuation Services, Inc.  
(239) 333-1060

**Premises of the Appraisal**

File No. 508309

Borrower/Client	N/A		
Property Address	303/307/309 Nature View Court		
City	Fort Myers Beach	County	Lee
		State	FL
		Zip Code	33931-3515
Lender	Lee County Board of County Commissioners		

**Property Identification**

The property that is the subject of this report is identified as:

- Property Type: Vacant Residential Lot
- Address: 303/307/309 Nature View Court, Fort Myers Beach, Lee County, Florida, 33931
- Location: 1/4 mile northeast of Estero Boulevard
- Current Owner of Record: Douglas O. Williamson, Trustee
- STRAP or Tax ID Number: 20-49-24-W4-01700.0190; .0200; .0210
- Legal Description: Lots 19-21, Bortons Subdivision, Lee County Plat Book 30, Page 103

**History of the Subject Property**

Standards Rule 1-5, Uniform Standards of Professional Appraisal Practice (USPAP), (Page 21, Lines 692-702) state the following:

*In developing a real property appraisal, when the value opinion to be developed is market value, an appraiser must, if such information is available to the appraiser in the normal course of business:*

- *analyze all agreements of sale, options, or listings of the subject property current as of the effective date of the appraisal; and*
- *analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.*

The subject property is not currently listed or under contract for sale.

**Departures Invoked, Extraordinary Assumptions, & Hypothetical Conditions**

Any departures invoked, extraordinary assumptions or hypothetical conditions are outlined in Special Assumptions and Limiting Conditions in the rear of the report. It is suggested that you thoroughly read and familiarize yourself with these, as this appraisal is based upon these circumstances.

**Intended Use of Appraisal**

The intended use of the appraisal is to assist our client, Lee County Board of County Commissioners, Division of County Lands for possible acquisition purposes. Any other use is an unintended use.

**Intended User of Appraisal**

The intended users are the appropriate authorities and/or representatives of Lee County Board of County Commissioners, Division of County Lands. Any other user is an unintended user.

**Date of Inspection**

The subject of this appraisal report was inspected on: August 26, 2005.

**Date of Valuation**

The opinion of value presented in this appraisal report is as of: August 26, 2005.

**Date of Report**

This appraisal report was created on: August 31, 2005

### LAND APPRAISAL REPORT

508309

File No. 508309

Borrower N/A Census Tract 0601.02 Map Reference 20-46-26  
 Property Address 303/307/309 Nature View Court  
 City Fort Myers Beach County Lee State FL Zip Code 33931-3515  
 Legal Description Lots 19-21, Bortons Subdivision, Lee County Plat Book 30, Page 103  
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised  Fee  Leasehold  De Minimis PUD  
 Actual Real Estate Taxes \$ 3,429.56 (yr) Loan charges to be paid by seller \$ None Other sales concessions None Known  
 Lender/Client Lee County Board of County Commissioners Address Division of County Lands, PO Box 398, Fort Myers, FL 33902  
 Occupant Vacant Appraiser Matthew H. Caldwell Instructions to Appraiser None Known

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability	Good	Avg.	Fair	Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input checked="" type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<u>25%</u> 1 Family	<u>5%</u> 2-4 Family	<u>5%</u> Apts.	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<u>5%</u> Industrial	<u>5%</u> Vacant	<u>10%</u> Park/Preserve/Beach	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (**)	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(*) From _____ To _____			Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>5%</u> Vacant	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ <u>300,000</u> to \$ <u>2,500,000</u>		Predominant Value \$ <u>700,000</u>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>0</u> yrs. to <u>85</u> yrs.		Predominant Age <u>30</u> yrs.					

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject is located in the Town of Fort Myers Beach, an area of Lee County that is marketed as a tourist destination. While there is an abundance of service jobs and primary education facilities on the island, most residents must leave the island for employment and higher education. Most retail facilities are geared toward tourist needs and basic items, such as groceries.

Dimensions See Survey Page for dimensions and site area = \_\_\_\_\_ Sq. Ft. or Acres  Corner Lot  
 Zoning classification Residential Conservation (New FMB zoning) Present Improvements  do  do not conform to zoning regulations  
 Highest and best use  Present use  Other (specify) \_\_\_\_\_  
 Elec.  Public  Other (Describe) \_\_\_\_\_ OFF SITE IMPROVEMENTS  
 Gas  None Apparent Street Access  Public  Private Topo Level \_\_\_\_\_  
 Water  Surface Paved \_\_\_\_\_ Size Typical  
 San. Sewer  Maintenance  Public  Private Shape Irregular  
 Storm Sewer  Curb/Gutter View Lots 19 & 20 - Pond/Lot 21 - Preserve  
 Sidewalk  Street Lights Drainage Adequate  
 Underground Elect. & Tel.  Sidewalk  Street Lights Is the property located in a HUD Identified Special Flood Hazard Area?  No  Yes  
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): There are no apparent adverse easements, encroachments, or any other adverse conditions which were revealed by the appraiser's routine inspection of the subject property. There is a 20 foot roadway easement that runs along the boundaries of the sites. Also Lots 19 & 20 are subject to drainage easements.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>303/307/309 Nature View Court Fort Myers Beach</u>	<u>21181 Noddy Tern Fort Myers Beach</u>	<u>151 Gulf Island Drive Fort Myers Beach</u>	<u>203 Anchorage Street Fort Myers Beach</u>
Proximity to Subject		<u>0.60 miles</u>	<u>0.96 miles</u>	<u>0.68 miles</u>
Sales Price	\$ <u>N/A</u>	\$ <u>310,000</u>	\$ <u>375,000</u>	\$ <u>310,000</u>
Price /Square Foot	\$ <u>N/A</u>	\$ <u>31.31</u>	\$ <u>52.08</u>	\$ <u>46.27</u>
Data Source	<u>Current Inspection</u>	<u>ML# 205032824</u>	<u>County OR#4789/494</u>	<u>County OR#4813/3200</u>
Date of Sale and Time Adjustment	<u>DESCRIPTION</u>	<u>DESCRIPTION</u>	<u>DESCRIPTION</u>	<u>DESCRIPTION</u>
	<u>N/A</u>	<u>08/30/2005</u>	<u>06/16/2005</u>	<u>07/25/2005</u>
Location	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>
Site/View	<u>See Comments</u>	<u>9,900 Sq. ft.</u>	<u>7,200 Sq. ft.</u>	<u>6,700 Sq. ft.</u>
View	<u>Pond/Preserve</u>	<u>Residential</u>	<u>Residential</u>	<u>Residential</u>
		<u>Inferior</u>	<u>Inferior</u>	<u>Inferior</u>
Sales or Financing Concessions	<u>None Known</u>	<u>Cash or Equal</u>	<u>Cash or Equal</u>	<u>Cash or Equal</u>
	<u>None Known</u>	<u>None Known</u>	<u>None Known</u>	<u>None Known</u>
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ <u>22,500</u>	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ <u>9,300</u>
Indicated Value of Subject		\$ <u>310,000</u>	\$ <u>397,500</u>	\$ <u>319,300</u>



**Sales Comparison Comments**

File No. 508309

Borrower/Client	N/A		
Property Address	303/307/309 Nature View Court		
City	Fort Myers Beach	County	Lee State FL Zip Code 33931-3515
Lender	Lee County Board of County Commissioners		

**Comments Regarding Sales Comparison**

All comparable sales utilized are closed sales, as confirmed by FARES, MLS, related parties, and/or County Tax Records. The OR Book and Pages referenced refer to the deed being recorded in the County Public Records. Prior sales listed represent a three year history. According to County Tax Records, there have been no qualified sales of the subject or comparables in the past three years, other than those listed in the report.

We have utilized the five most recent non-gulf access parcel sales on Estero Island.

As evidenced by these sales, property values have appreciated rapidly over the past six months. We have adjusted Sales 2-5 3% per month to reflect changes in market conditions.

Based on site area, Sale 1 is most similar to Lot 21 and Sales 2 & 3 are most similar to Lots 19 & 20. These sales have an unadjusted range of \$31.31 per square foot to \$52.08 per square foot.

Sales 4 & 5, which are considerably smaller in site area, are \$62.40 psf and \$55.45 psf, respectively.

All five comparable sales are considered inferior in view. Lot 21 is located on a preserve and Lots 19 & 20 are located on a pond, while the five sales have residential views.

As there is not an abundance of non-saltwater front property on the island, there were no recent sales available for comparison. To determine the value of the two waterfront lots, we have utilized historical data from Fort Myers Beach and recent data from Sanibel. These comparisons are shown as follows:

STRAP	Island	Street	On/Off Lake	Sale Date	Sale Price	% Difference
28-46-22-T3-00800.0270	Sanibel	Hideaway	Off	6/30/2005	\$ 295,000	15.25%
28-46-22-T2-0040A.0150	Sanibel	Sea Oats	On	3/3/2005	\$ 340,000	
28-46-22-T3-00800.0240	Sanibel	Hideaway	Off	4/26/2005	\$ 270,000	25.93%
28-46-22-T3-00800.0270	Sanibel	Hideaway	Off	6/30/2005	\$ 295,000	18.64%
28-46-22-T1-0010D.0190	Sanibel	Coquina	On	1/8/2005	\$ 350,000	
28-46-22-T3-00800.0240	Sanibel	Hideaway	Off	4/26/2005	\$ 270,000	29.63%
24-46-22-T3-0010D.0210	Sanibel	Serenity	Off	7/19/2005	\$ 318,500	
24-46-22-T3-0010E.0060	Sanibel	Beverly	On	4/29/2005	\$ 335,000	5.18%
33-46-24-W2-02600.0090	Fort Myers Beach	Indian Bayou	Off	4/1/1982	\$ 30,000	
33-46-24-W2-02600.0110	Fort Myers Beach	Indian Bayou	On	11/1/1982	\$ 32,000	6.67%
19-46-24-W3-01700.0080	Fort Myers Beach	Nature View	Off	6/1/1986	\$ 25,000	
19-46-24-W3-01700.0210 - Multi \$55,000	Fort Myers Beach	Nature View	On	7/1/1986	\$ 27,500	10.00%
19-46-24-W3-01700.0200 - Multi \$55,000	Fort Myers Beach	Nature View	On	7/1/1986	\$ 27,500	10.00%
19-46-24-W3-01700.0120	Fort Myers Beach	Nature View	On	4/1/1993	\$ 56,000	12.00%
19-46-24-W3-01700.0080	Fort Myers Beach	Nature View	Off	9/1/1993	\$ 50,000	
19-46-24-W3-01700.0180	Fort Myers Beach	Nature View	On	5/1/1994	\$ 52,900	5.80%

After considering all of the data above we will utilize a 10% premium for those lots located on the pond.

After considering the five comparable sales, we estimate Lot 21 to have a value of \$360,000. After applying the 10% on-water premium, we estimate the on-water lots to have a value of \$396,000, rounded to \$400,000.

**Value Conclusion**

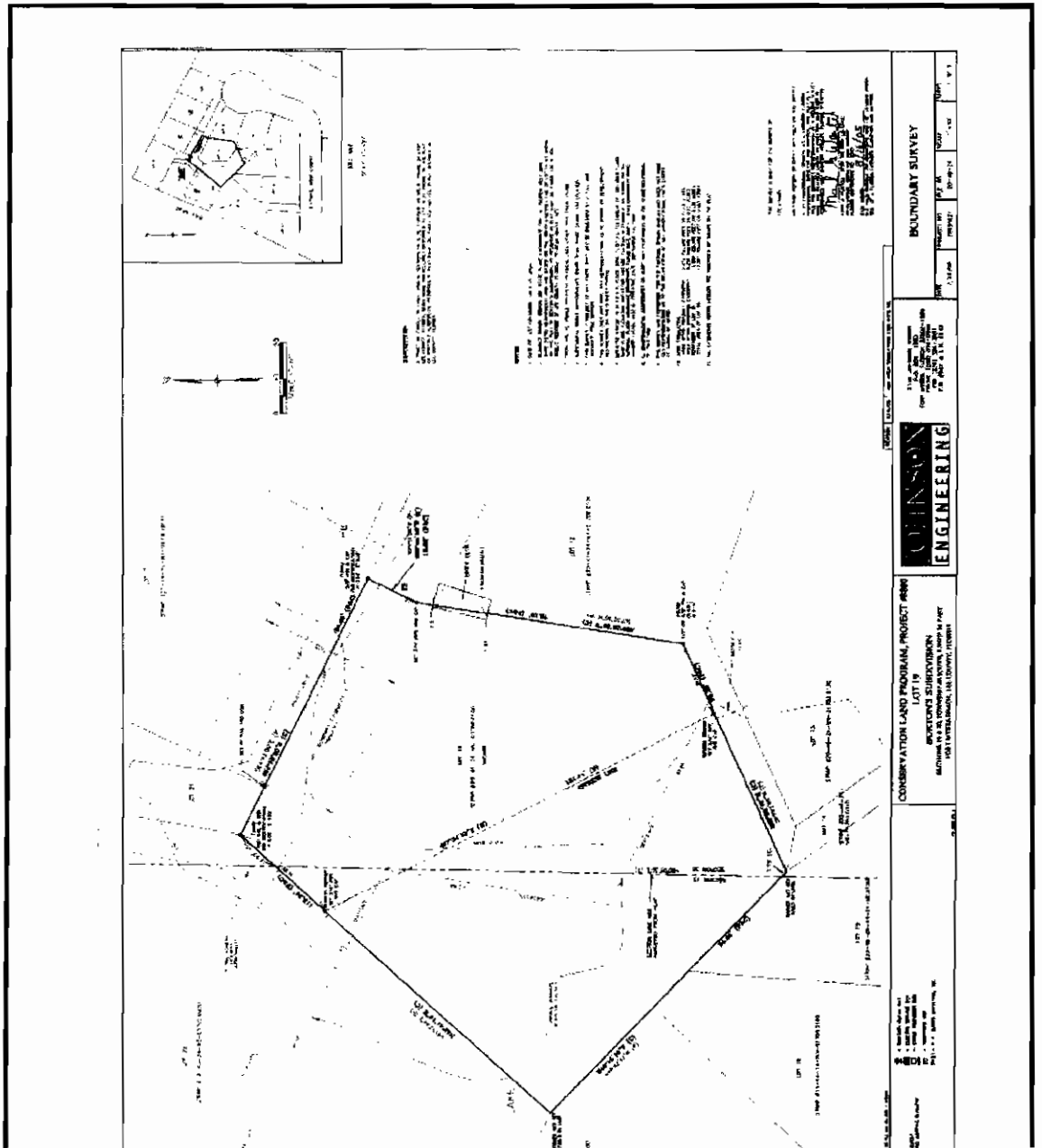
Lot 19 - 6,064 square feet = \$400,000

Lot 20 - 7,066 square feet = \$400,000

Lot 21 - 9,375 square feet = \$360,000

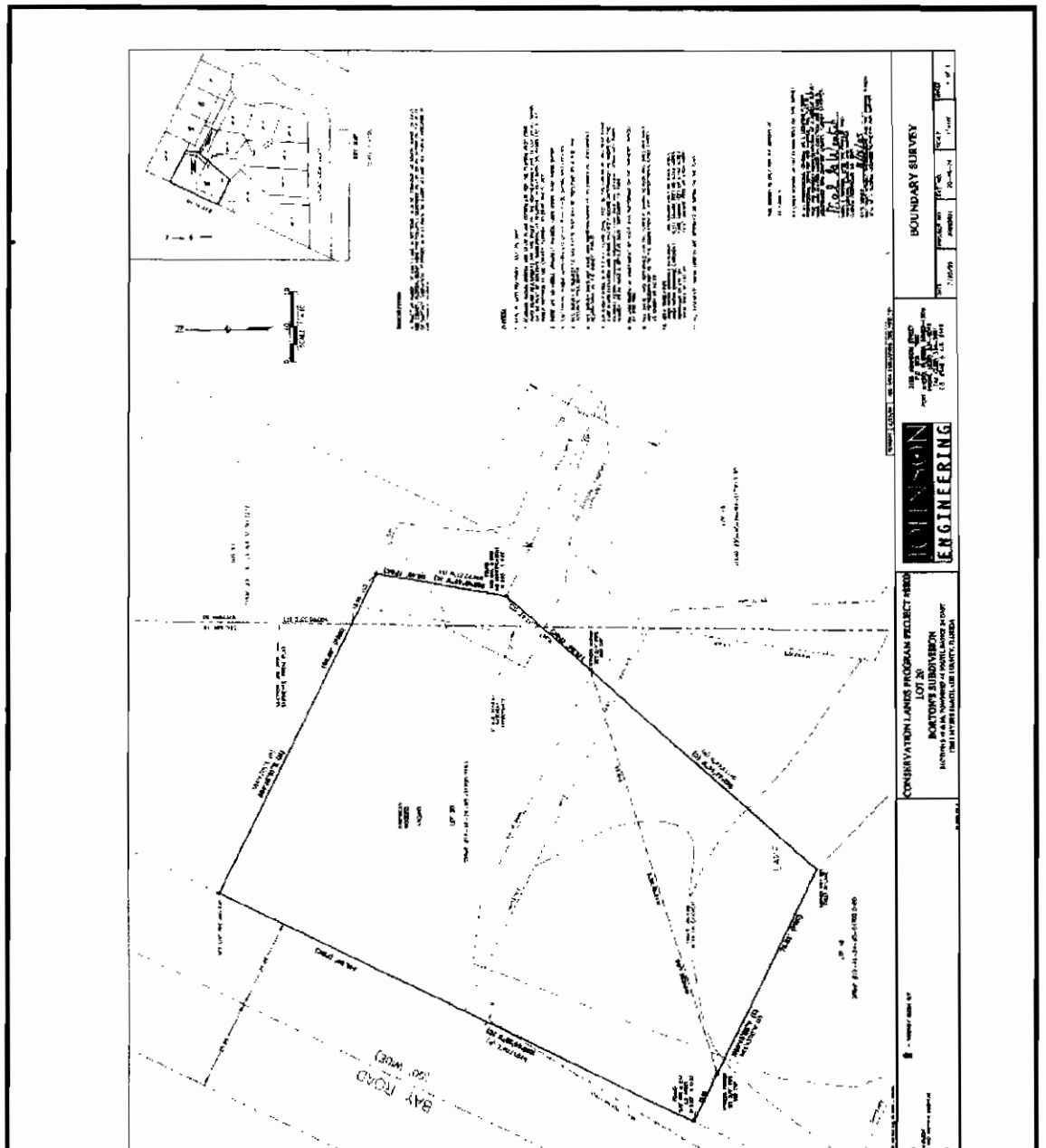
### Lot 19 Survey

Borrower/Client N/A			
Property Address 303/307/309 Nature View Court			
City Fort Myers Beach	County Lee	State FL	Zip Code 33931-3515
Lender Lee County Board of County Commissioners			



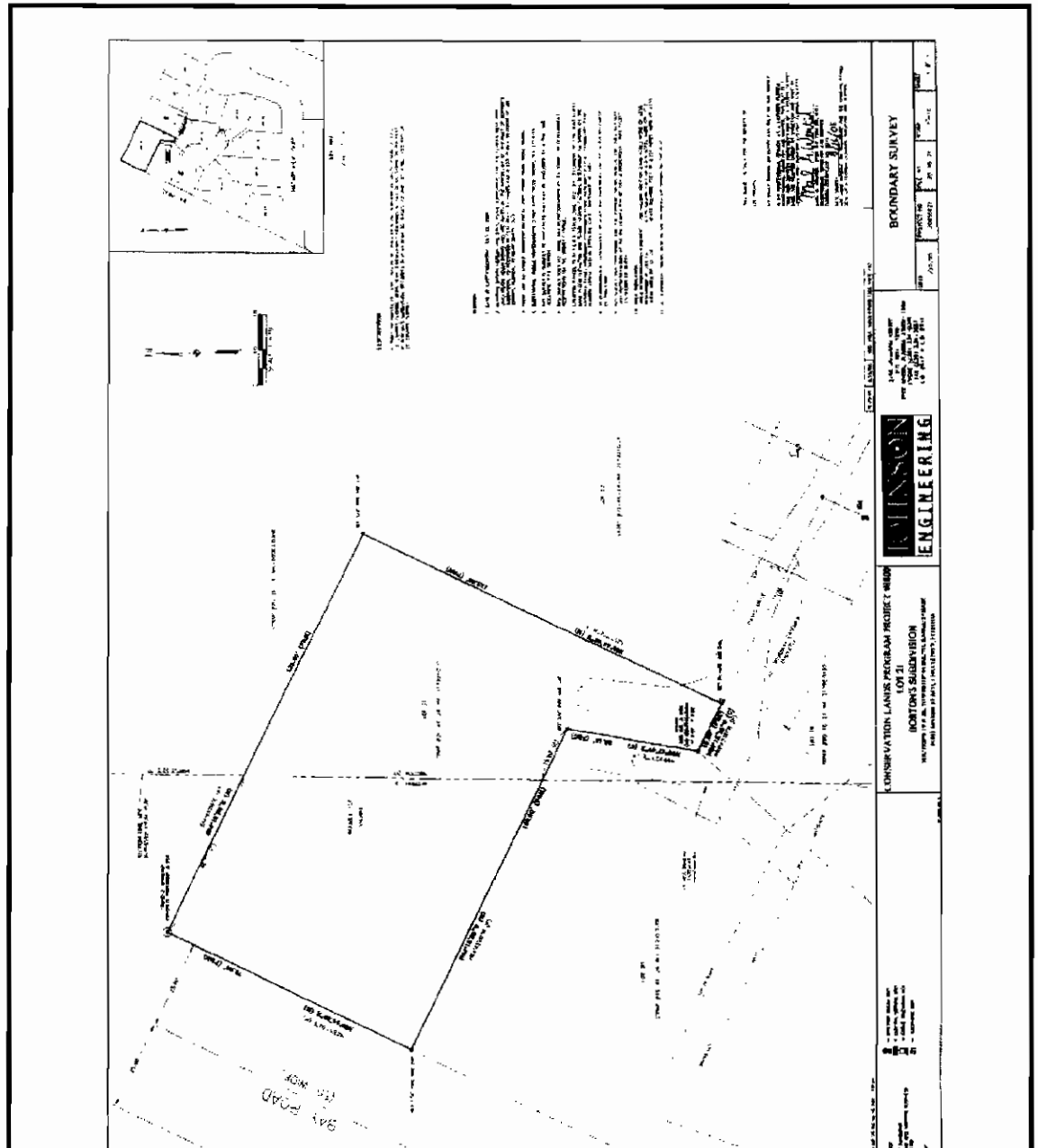
### Lot 20 Survey

Borrower/Client N/A			
Property Address 303/307/309 Nature View Court			
City Fort Myers Beach	County Lee	State FL	Zip Code 33931-3515
Lender Lee County Board of County Commissioners			



### Lot 21 Survey

Borrower/Client N/A			
Property Address 303/307/309 Nature View Court			
City Fort Myers Beach	County Lee	State FL	Zip Code 33931-3515
Lender Lee County Board of County Commissioners			





# 5-Year Sales History

Parcel No. 284

Conservation 2020 Land Acquisition  
No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N
Douglas O. Williamson & Mary L. Williamson Lots 20 & 21	Douglas O. Williamson, Trustee of the Douglas O. Williamson Trust	-0-	11/30/01	No
Douglas O. Williamson & Mary L. Williamson Lot 19	Douglas O. Williamson, Trustee of the Douglas O. Williamson Trust	-0-	3/22/02	No

20  
REVIEW  
LAND  
SELECTED BY CLASSIC  
RESERVATION LAND  
BOOK

1946 4

#284

20482

ALL OF PARCEL (S)  
30-46-24-W3-01700.0200  
30-46-24-W3-01700.0210  
3/4 Acre

NATUREVIEW CTR

OAK ST

SCHOOL ST

BAY RD

PANO ST

ESTERO BLVD

LOVERS LN



THIS MAP FOR  
REVIEW IS FOR INFORMATION  
ONLY AND DOES NOT  
CONSTITUTE A WARRANTY  
OR REPRESENTATION  
BY THE COUNTY

2048