

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Authorize: (1) approval of the purchase of Parcel 283, Conservation 20/20 Land Acquisition Program, Project No. 8800, located on Fort Myers Beach, in the amount of \$350,000; (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

A6B

5. Meeting Date: DATE CRITICAL

12-13-2005

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
Division County Lands **CK**
By: **KLF**
Karen L.W. Forsyth, Director

9. Background: Parcel 283 comprises of 1 lot with total acreage at approximately 1.189 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 #284 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: Randall D. Williamson, as Trustee of the Randall D. Williamson Declaration of Trust, dated 12/2/98.
Address: 311 Nature View Court, Fort Myers Beach
STRAP No.: 20-46-24-W4-01700.0220

Purchase Details:

The property owner's original asking price was \$500,000; however, through negotiation, he has agreed to accept the County's offer.
Purchase Price: \$350,000

Costs to Close: Including survey and environmental audit, costs are estimated to be approximately \$2,500. The Seller, at his expense, is to pay documentary stamps, title insurance, and attorney fees.

Appraisal Information:

In accordance with FS 125.355, an appraisal was obtained, indicated a value of \$360,000. A Copy of the appraisal by Matthew Caldwell, of Maxwell & Hendry Valuation Services, Inc. is 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
KLF			DVD 11-3	John	Analyst PA 11/9/05	Risk ME 11/9/05	Grants PA 11/9/05	Mgr. CA 11/9	11/9/05

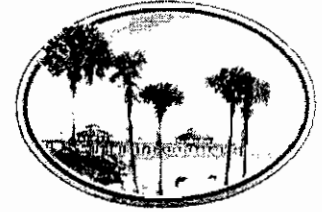
11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: **PA**
11-8
4:36
COUNTY CLERK
FORWARDED TO:
11-9-05
NUSD

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

Town of Fort Myers Beach



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,

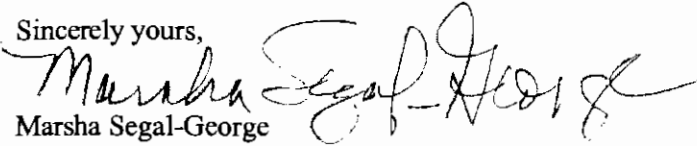
I understand that the Williamson property on Fort Myers Beach, Conservation 2020, nominations #283 and #284 are now under contract. This letter is being offered as a continuing confirmation of the commitment of the Town in support of this purchase. I believe this will be the first expenditure of 2020 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: 283
STRAP No.:20-46-24-W4-01700.0220

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 11 day of OCTOBER, 2005 by and between Randall D. Williamson, as Trustee of the Randall D. Williamson Trust dated 12-2-98, hereinafter referred to as SELLER, whose address is 18276 Deep Passage Lane, 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 one (1) lot, and located at 311 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 **Three Hundred Fifty Thousand Dollars (\$350,000)**, 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

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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

Page 3 of 5

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 PDW

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.

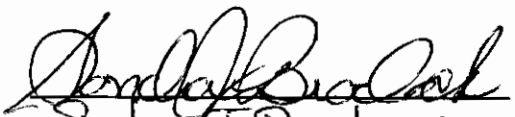
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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.

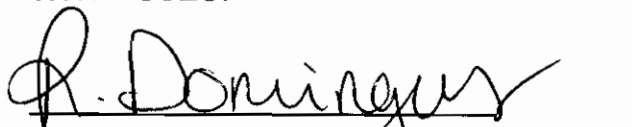
WITNESSES:


Sandra J Brodock

SELLER: Randall D. Williamson, Trustee of the Randall D. Williamson Trust dated December 2, 1998.

BY:  10/11/05
Randall D. Williamson, Trustee (DATE)

WITNESSES:


Raquel Dominguez

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 22 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. PLOW*

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: Randall D. Williamson, Trustee of the
Randall D. Williamson Trust dated December 2,
1998.**

Contra S Brodock
Contra S Brodock
R. Dominguez
Raquel Dominguez

CHARLIE GREEN, CLERK

Randall D. Williamson 10/11/05
Randall D. Williamson, Trustee (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)

Parcel: 283
STRAP: 20-46-24-W4-01700.0220
Project: Conservation Lands Program, Project 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 11th day of October 2005 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

**Randall D. Williamson,
Trustee of the Randall D. Williamson Trust dated December 2, 1998.
18276 Deep Passage Lane
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. KATHLEEN J. 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:

[Handwritten Signature]
Witness Signature

Sandra J Broadak
Printed Name

[Handwritten Signature]
Witness Signature

Raquel Dominguez
Printed Name

[Handwritten Signature]
Signature of Affiant

RANDALL D. WILLIAMSON
Printed Name

Affidavit of Interest in Real Property

Parcel: 283

STRAP: 20-46-24-W4-01700.0220

Project: Conservation Lands Program, Project 8800

STATE OF FL

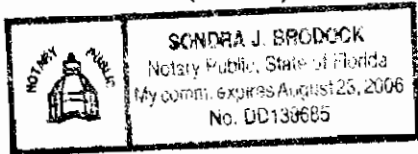
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 11 day of Oct, 2005 by

Randall D Williamson
(name of person acknowledged)

[Signature]
(Notary Signature)

(SEAL)



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

_____ Personally known
OR Produced Identification
FL Dr License Type of Identification

First American Title Insurance Company

FATIC 213X
ALTA Commitment (1982)

SCHEDULE A

STAFF REVIEW

Issuing Office File No: **2005212**

6/8/05 vu
Date

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 :

Randall D. Williamson, as Trustee of the Randall D. Williamson Declaration of Trust dated 12-2-98

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

See Attached Schedule A (Continued)

Loan Number:

Issuing Office File No: 2005212

Duncan and Tardif, P.A.
By: *Carrie Collins*
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.: **2005212**

Lot 22 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.: **2005212**

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 Randall D. Williamson, Individually as a single person or joined by spouse, if married and as Trustee of the Randall D. Williamson Declaration of Trust dated 12-2-98 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 3054, Page 2615.
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.: **2005212**

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. 20-46-24-W4-01700-0220.
9. 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).
10. 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).

First American Title Insurance Company

11. Resolution of Lee County recorded in Book 1907, Page 4032.
12. 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.

NOTE: NUMBER 6 ABOVE IS HEREBY DELETED AND WILL NOT BE A PART OF ANY 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.

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: 311 Nature View Court
Fort Myers Beach, FL 33931-3515
Borrower: N/A
File No.: 508307

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 22, 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. 508307 Page #2

File No. 508307

Borrower/Client	N/A						
Property Address	311 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: 311 Nature View Court, Fort Myers Beach, Lee County, Florida, 33931
- Location: 1/4 mile northeast of Estero Boulevard
- Current Owner of Record: Randall D. Williamson, Trustee
- STRAP or Tax ID Number: 20-49-24-W4-01700.0220
- Legal Description: Lot 22, 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 29, 2005

Sales Comparison Comments

File No. 508307

Borrower/Client	N/A		
Property Address	311 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, Sales 2 & 3 are most similar to subject. These sales have an unadjusted range of \$46.27 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 22 is located on a preserve, while the five sales have residential views.

After considering the five comparable sales, we estimate Lot 22 to have a value of \$360,000.

Value Conclusion

Lot 22 - 6,750 square feet = \$360,000

5-Year Sales History

Parcel No. 283

Conservation 2020 Land Acquisition
No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N

NO SALES in PAST 5 YEARS

30420

UNIVERSITY
SERVED
SELECTED BY CLASSIC
WASHINGTON LAKES
UNION

EXCLUDES ALL OF PARCEL (S)
30-46-24-W4-01700.0220
75' x 110'

#283

19463

304624

29324

SCHOOL ST

ESTER BLVD

POMPANO ST

BAY RD

SEAVIEAS

OAK ST

NATURE VIEW CT

LOVERS LN



THE COUNTY LANDS DEPARTMENT HAS THE HONOR OF
PROVIDING THIS SERVICE TO YOU. IF YOU HAVE ANY
QUESTIONS OR COMMENTS, PLEASE CONTACT US AT
304-462-2400. WE ARE HERE TO SERVE YOU.
UNION COUNTY, FLORIDA
LANDS DEPARTMENT

