

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

**Blue Sheet No. 20060526**

**1. ACTION REQUESTED/PURPOSE:** Authorize: (1) approval of the purchase of Parcel 199-2, Conservation 20/20 Land Acquisition Program, Project No. 8800, consisting of approximately 26 acres, located in SW quadrant of Lee County, in the amount of \$457,000; (2) the Chairwoman 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:** Approves the negotiations conducted by the Division of County Lands.

**3. MANAGEMENT RECOMMENDATION:** Approve

**4. Departmental Category:** 6

**A6A**

**5. Meeting Date:** DATE CRITICAL

**05-23-2006**

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

**7. Requirement/Purpose: (specify)**  
 Statute  
 Ordinance 96-12  
 Admin. Code  
 Other B/S 20020624

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

**Background:** This is a unique transaction where the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) is working in cooperation with Lee Department of Transportation (LDOT) to acquire land suitable for conservation with a small portion of land to be used for the Gladiolus Drive widening and drainage project. Parcel 4 on Exhibit "A" (westerly of Hagie Drive) attached to the Purchase Agreement was not approved for the Conservation Lands Program but is needed as part of the Gladiolus Drive Widening Project No. 4083. In addition to Parcel 4, LDOT has identified an additional small portion of Parcel 199-2, which will be needed for right of way. The parcel will be surveyed and DOT will reimburse the Conservation Land Program based on the acquisition price of \$17,580 per acre.

**Interest to Acquire:** Fee Simple

**Property Details:**

**Owner:** Byron E. Shinn, Successor Trustee of the Johnie Vaden Elrod Testamentary  
**Address:** 10301 & 10151 Gladiolus Dr.  
**STRAP No.:** 32-45-24-01-000N0.0010, 0000F.0010, & 000O0.0010

**Purchase Details:**

**Purchase Price:** \$457,000  
**Costs to Close:** Seller to reimburse County up to \$10,000 for survey cost upon completion. Closing costs to the County are estimated to be \$8,000.

**Appraisal Information:**

Copies of the appraisals by Woodward S. Hanson, MAI, CRE, CCIM of Hanson Real Estate Advisors, Inc. are attached. Appraised Value: Salient appraisal data along with memorandum is attached.

**Funds:** Account No. 20880030103.506110

**Attachments:** Purchase Agreement, Affidavit of Beneficial Interest, Title Commitment, Two Appraisals, Sales History, 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
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>7/11/06</i>	<i>Robert Spickard</i>	<i>5/2/06</i>	<i>5/2/06</i>	<i>5/2/06</i>	<i>5/2/06</i>	<i>HS 5:20/06</i>

**11. Commission Action:**

Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY COUNTY ADMIN:
<i>4-28-06</i>
<i>3:20</i>
COUNTY ADMIN FORWARDED TO:
<i>Admia</i>

Rec. by CeAtty
Date: <i>4/28/06</i>
Time: <i>3:05 pm</i>
Forwarded To:
<i>Admia</i>
<i>4/28/06 3:05 pm</i>

This document prepared by  
County Lands Division  
Project: **Conservation Lands Program, Project 8800**  
Parcel: **Parcels 1, 2, & 3 on Exhibit "A",**  
Project: **DOT Gladiolus Drive Widenig Project No. 4083**  
Parcel: **Parcel 4 on Exhibit "A"**  
STRAP No.: **32-45-24-01-000N0.0010, 32-45-24-01-0000F.0010, and**  
**32-45-24-01-00000.0010**

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between **BYRON E. SHINN, Successor Trustee of the Johnie Vaden Elrod Testamentary Trust established pursuant to the Last Will and Testament of Johnie Vaden Elrod dated May 19, 1986, and all codicils,** hereinafter referred to as SELLER, whose address is 1003 3<sup>rd</sup> Street West, Suite 500, Bradenton, Florida 34205, 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 26 acres more or less, and located at Gladiolus Drive AND Hagie Drive, Fort Myers, 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 **Four Hundred Fifty Seven Thousand no/100 dollars (\$457,000.00)**, payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** SELLER will provide at SELLER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of Purchase Price, from a title company acceptable to BUYER. Such commitment will be accompanied by one copy of all documents which constitute exceptions to the title commitment. Such commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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 without deduction from the purchase price or BUYER may cancel this Agreement without obligation.

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

- (a) A trustee's 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 without reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may at its option obtain 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. In the event Buyer closes on its purchase of the Property, SELLER shall reimburse Buyer at closing for the cost of the survey, not to exceed \$10,000.00

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 represents to the best of SELLER'S actual knowledge: (i) that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation; (ii) no hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation; (iii) 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; (iv) 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; (v) 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; (vi) there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property; and there is no evidence of any release of hazardous materials onto or into the Property.

The SELLER also represents that to the best of SELLER'S actual knowledge 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 representations described herein will survive the closing of this transaction.

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. In no event shall BUYER be entitled to an extension of the closing date beyond December 31, 2006.

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

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

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

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

**SELLER:** BYRON E. SHINN,  
Successor Trustee of the Johnie  
Vaden Elrod Testamentary Trust  
established pursuant to the  
Last Will and Testament of  
Johnie Vaden Elrod dated May  
19, 1986, and all codicils

[Signature]  
Witness

Byron E. Shinn, Trustee 3/29/06  
Byron E. Shinn, as (DATE)  
Successor Trustee, and not  
individually.

Susan E. M. Laughlin  
Witness

CHARLIE GREEN, CLERK

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

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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



SPECIAL CONDITIONS

1. The purchase price of \$457,000 (\$17,580 per acre) is based upon a stated acreage by SELLER of 26 acres. Said acreage shall be verified by the boundary survey obtained by BUYER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is more or less than 26 acres the purchase price will be adjusted accordingly at the agreed per acre price of \$17,580.

2. SELLER represents that to the best of SELLER'S actual knowledge 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 May 28, 2004. In this regard, SELLER represents that to the best of SELLER'S actual knowledge 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 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.

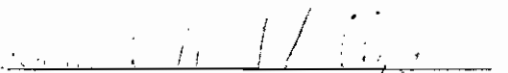
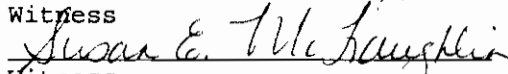
SELLER agrees to clear or obtain releases for each of these separate oil, gas and mineral rights or leases. In the alternative, SELLER agrees to provide a title commitment and title insurance owner=s policy that does not list the separate oil, gas and mineral rights or leases as an exception or otherwise 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 terminate this Agreement without obligation.

4. SELLER, to notify the Lee County Mosquito Control to revoke the privileges granted and terminate the agreement as recorded in Official Records Book 404, Page 366 of the Public Records of Lee County, Florida

WITNESSES:

**SELLER: BYRON E. SHINN, Successor  
Trustee of the Johnie Vaden Elrod  
Testamentary Trust established  
pursuant to the Last Will and  
Testament of Johnie Vaden Elrod  
dated May 19, 1986, and all  
codicils**

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Byron E. Shinn, as Successor  
Trustee, and not individually. 3/29/06



CHARLIE GREEN, CLERK

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

\_\_\_\_\_

**BUYER:**

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

**EXHIBIT "A"**

PARCEL 1:

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF HAGIE DRIVE AS ESTABLISHED BY OFFICIAL RECORD BOOK 2072, PAGE 3870 AND OFFICIAL RECORD BOOK 2752, PAGE 3656, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SAID SECTION 32, THENCE;

1. SOUTH 01°01'09" EAST, 30.0 FEET, ALONG THE EASTERLY LINE OF SAID SECTION 32, TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF AN IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY (80' WIDE), ALSO BEING THE NORTHERLY LINE OF BLOCK "O" OF HARLEM HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 76, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE;
2. SOUTH 88°57'25" WEST, ALONG SAID NORTHERLY LINE 1071.92 FEET; TO A POINT OF INTERSECTION OF THE EASTERLY LINE OF BIG SLEW CANAL RIGHT-OF-WAY, (132' WIDE) SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID BLOCK "O" AND THE TRUE POINT OF BEGINNING, THENCE;
3. NORTH 14°48'52" WEST, 82.37 FEET, TO THE SOUTHWEST CORNER OF BLOCK "N" OF SAID HARLEM HEIGHTS SUBDIVISION; ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID I.D.D. CANAL AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, THENCE;
4. NORTH 14°03'20" WEST 575.68 FEET, ALONG SAID EASTERLY LINE, TO THE NORTHWEST CORNER OF SAID BLOCK "N", SAID POINT ON A CURVE BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (S.R. 865), THENCE;
5. RUN 40.59 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1195.92 FEET, CHORD BEARING OF SOUTH 87°52'13" WEST, AND A CHORD DISTANCE OF 40.58 FEET, THENCE;
6. SOUTH 89°07'16" WEST, 94.79 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE TO A POINT MARKING THE NORTHEAST CORNER OF BLOCK "F" OF SAID HARLEM HEIGHTS SUBDIVISION, THENCE;
7. CONTINUE SOUTH 89°07'16" WEST, 648.10 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, ALSO BEING THE NORTHERLY LINE OF SAID BLOCK "F" TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK "F", THENCE;
8. SOUTH 01°01'54" EAST, 562.26 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK "H" OF SAID HARLEM HEIGHTS SUBDIVISION, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF AFORESAID IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY, THENCE;
9. NORTH 88°57'25" EAST, 55.69 FEET, ALONG SAID NORTHERLY LINE, THENCE;
10. SOUTH 01°01'54" EAST 80.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID I.D.D. CANAL RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF BLOCK "K" OF AFORESAID HARLEM HEIGHTS SUBDIVISION, THENCE;
11. CONTINUE SOUTH 01°01'54" EAST, 264.01 FEET, ALONG THE WESTERLY LINE OF SAID BLOCK "K", THENCE;
12. NORTH 88°57'25" EAST, 502.93 FEET, THENCE;
13. NORTH 34°31'19" EAST, 324.55 FEET, TO A POINT ON THE SAID SOUTHERLY LINE OF IONA DRAINAGE DISTRICT RIGHT-OF-WAY CANAL, ALSO BEING 30.00 FEET SOUTHERLY OF THE QUARTER SECTION LINE, THENCE;
14. NORTH 88°57'25" EAST, 50.00 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE WESTERLY LINE OF AFORESAID BIG SLEW CANAL, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID BLOCK "K", THENCE;
15. CONTINUE NORTH 88°57'25" EAST, 135.48 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THOSE CERTAIN ORDERS OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2702, PAGE 3870 AND OFFICIAL RECORDS BOOK 2752, PAGE 3656, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

PARCEL 2:

ALL OF BLOCK N OF THAT CERTAIN SUBDIVISION KNOWN AS HARLEM HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AT PLAT BOOK 8, PAGE 76 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

PART OF BLOCK N OF HARLEM HEIGHTS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 8 AT PAGE 76 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS THE EASTERLY 250 FEET OF THE SOUTHERLY 550 FEET OF SAID BLOCK N AND THE EASTERLY 425 FEET OF SAID BLOCK N, LESS THE SOUTHERLY 550 FEET THEREOF.

AND

PARCEL 3:

THE FOLLOWING DESCRIBED PARCEL THAT IS SHOWN AS BEING AN EXCEPTION TO A PARCEL AS RECORDED IN O.R. BOOK 1867, PAGE 4335, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK O AS SHOWN ON SAID PLAT RUN N. 88 DEGREES 56' 30" E., PARALLEL WITH THE NORTH LINE OF SAID BLOCK AND THE SOUTH LINE OF FORMER IONA DRAINAGE DISTRICT CANAL C-4 FOR 234.25 FEET; THENCE RUN S. 14 DEGREES 49' 32" E., PARALLEL WITH THE EASTERLY LINE OF BIG SLEW CANAL (FORMER IONA DRAINAGE DISTRICT CANAL C) AS SHOWN ON SAID PLAT, FOR 234.25 FEET; THENCE RUN S. 88 DEGREES 56' 30" WEST, PARALLEL WITH THE NORTH LINE OF SAID BLOCK AND SAID FRACTION, FOR 234.25 FEET TO AN INTERSECTION WITH SAID EASTERLY LINE OF SAID CANAL; THENCE RUN NORTH 14 DEGREES 49' 32" WEST ALONG SAID EASTERLY LINE FOR 234.25 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 4:

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WESTERLY OF HAGIE DRIVE AS ESTABLISHED BY OFFICIAL RECORD BOOK 2072, PAGE 3870 AND OFFICIAL RECORD BOOK 2752, PAGE 3656, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SAID SECTION 32, THENCE;

1. SOUTH 01°01'09" EAST, 30.0 FEET, ALONG THE EASTERLY LINE OF SAID SECTION 32, TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF AN IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY (80' WIDE), ALSO BEING THE NORTHERLY LINE OF BLOCK "O" OF HARLEM HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 76, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE;
2. SOUTH 88°57'25" WEST, ALONG SAID NORTHERLY LINE 1071.92 FEET; TO A POINT OF INTERSECTION OF THE EASTERLY LINE OF BIG SLEW CANAL RIGHT-OF-WAY, (132' WIDE) SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID BLOCK "O" AND THE TRUE POINT OF BEGINNING, THENCE;
3. NORTH 14°48'52" WEST, 82.37 FEET, TO THE SOUTHWEST CORNER OF BLOCK "N" OF SAID HARLEM HEIGHTS SUBDIVISION; ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID I.D.D. CANAL AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, THENCE;
4. NORTH 14°03'20" WEST 575.68 FEET, ALONG SAID EASTERLY LINE, TO THE NORTHWEST CORNER OF SAID BLOCK "N", SAID POINT ON A CURVE BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (S.R. 865), THENCE;
5. RUN 40.59 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1195.92 FEET, CHORD BEARING OF SOUTH 87°52'13" WEST, AND A CHORD DISTANCE OF 40.58 FEET, THENCE;
6. SOUTH 89°07'16" WEST, 94.79 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE TO A POINT MARKING THE NORTHEAST CORNER OF BLOCK "F" OF SAID HARLEM HEIGHTS SUBDIVISION, THENCE;
7. CONTINUE SOUTH 89°07'16" WEST, 648.10 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, ALSO BEING THE NORTHERLY LINE OF SAID BLOCK "F" TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK "F", THENCE;
8. SOUTH 01°01'54" EAST, 562.26 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK "H" OF SAID HARLEM HEIGHTS SUBDIVISION, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF AFORESAID IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY, THENCE;
9. NORTH 88°57'25" EAST, 55.69 FEET, ALONG SAID NORTHERLY LINE, THENCE;
10. SOUTH 01°01'54" EAST 80.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID I.D.D. CANAL RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF BLOCK "K" OF AFORESAID HARLEM HEIGHTS SUBDIVISION, THENCE;
11. CONTINUE SOUTH 01°01'54" EAST, 264.01 FEET, ALONG THE WESTERLY LINE OF SAID BLOCK "K", THENCE;
12. NORTH 88°57'25" EAST, 502.93 FEET, THENCE;
13. NORTH 34°31'19" EAST, 324.55 FEET, TO A POINT ON THE SAID SOUTHERLY LINE OF IONA DRAINAGE DISTRICT RIGHT-OF-WAY CANAL, ALSO BEING 30.00 FEET SOUTHERLY OF THE QUARTER SECTION LINE, THENCE;
14. NORTH 88°57'25" EAST, 50.00 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE WESTERLY LINE OF AFORESAID BIG SLEW CANAL, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID BLOCK "K", THENCE;
15. CONTINUE NORTH 88°57'25" EAST, 135.48 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THOSE CERTAIN ORDERS OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2702, PAGE 3870 AND OFFICIAL RECORDS BOOK 2752, PAGE 3656, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Parcel 199-2  
STRAP: 32-45-24-01-000N0.0010, 0000F.0010 & 0000O.0010  
Project: Conservation Lands Program, Project No. 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ 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:

Byron E. Shinn, Successor Trustee of the Johnie Vaden Elrod Testamentary Trust

~~1003 3<sup>rd</sup> Street West, Suite 500, Bradenton, FL 34205~~

1001 3<sup>rd</sup> AVENUE W, SUITE 500

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. Harvey W. Clark, Jr., 1280 Middle Tennessee Blvd, Apt. A1  
Murfreesboro, TN 37130
2. William Clark, 5056 Sulphur Springs Rd., Murfreesboro, TN 37129
3. C. Phillip Baither III, 123 E. Maumee St., Adrian, MI 49221
4. Martha Baither Conrad, 3705 Whitland Ave., Nashville, TN 37205
5. Robert H. Elrod, Jr., 10536 Sylvania Metamora Rd, Berkey, OH 43504
6. \_\_\_\_\_

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

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Jenny A. Daugherty  
Witness Signature

Jenny A. Daugherty  
Printed Name

Millard J. Martin  
Witness Signature

Millard J. Martin  
Printed Name

Byron E. Shinn, Trust  
Signature of Affiant

BYRON E. SHINN, TRUSTEE  
Printed Name

Affidavit of Interest in Real Property

Parcel: 199-2

STRAP: 32-45-24-01-000N0.0010, 0000F.0010 & 0000O.0010

Project: Conservation Lands Program, Project No. 8800

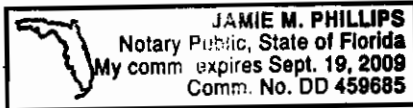
STATE OF Florida

COUNTY OF Manatee

SWORN TO AND SUBSCRIBED before me this 18 day of April, 2006 by Byron E. Shinn  
(name of person acknowledged)

Jamie M. Phillips  
(Notary Signature)

(SEAL)



Jamie M. Phillips  
(Print, type or stamp name of Notary)

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

Page 1 of 3**EXHIBIT "A"**PARCEL 1:

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EASTERLY OF HAGIE DRIVE AS ESTABLISHED BY OFFICIAL RECORD BOOK 2072, PAGE 3670 AND OFFICIAL RECORD BOOK 2752, PAGE 3656, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SAID SECTION 32, THENCE;

1. SOUTH 01°01'09" EAST, 30.0 FEET, ALONG THE EASTERLY LINE OF SAID SECTION 32, TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF AN IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY (80' WIDE), ALSO BEING THE NORTHERLY LINE OF BLOCK "O" OF HARLEM HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 76, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE;
2. SOUTH 88°57'25" WEST, ALONG SAID NORTHERLY LINE 1071.92 FEET; TO A POINT OF INTERSECTION OF THE EASTERLY LINE OF BIG SLEW CANAL RIGHT-OF-WAY, (132' WIDE) SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID BLOCK "O" AND THE TRUE POINT OF BEGINNING, THENCE;
3. NORTH 14°48'52" WEST, 82.37 FEET, TO THE SOUTHWEST CORNER OF BLOCK "N" OF SAID HARLEM HEIGHTS SUBDIVISION; ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID I.D.D. CANAL AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, THENCE;
4. NORTH 14°03'20" WEST 575.68 FEET, ALONG SAID EASTERLY LINE, TO THE NORTHWEST CORNER OF SAID BLOCK "N", SAID POINT ON A CURVE BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (S.R. 865), THENCE;
5. RUN 40.59 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1195.92 FEET, CHORD BEARING OF SOUTH 87°52'13" WEST, AND A CHORD DISTANCE OF 40.58 FEET, THENCE;
6. SOUTH 89°07'16" WEST, 94.79 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE TO A POINT MARKING THE NORTHEAST CORNER OF BLOCK "F" OF SAID HARLEM HEIGHTS SUBDIVISION, THENCE;
7. CONTINUE SOUTH 89°07'16" WEST, 648.10 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, ALSO BEING THE NORTHERLY LINE OF SAID BLOCK "F" TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK "F", THENCE;
8. SOUTH 01°01'54" EAST, 562.26 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK "H" OF SAID HARLEM HEIGHTS SUBDIVISION, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF AFORESAID IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY, THENCE;
9. NORTH 88°57'25" EAST, 55.69 FEET, ALONG SAID NORTHERLY LINE, THENCE;
10. SOUTH 01°01'54" EAST 80.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID I.D.D. CANAL RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF BLOCK "K" OF AFORESAID HARLEM HEIGHTS SUBDIVISION, THENCE;
11. CONTINUE SOUTH 01°01'54" EAST, 264.01 FEET, ALONG THE WESTERLY LINE OF SAID BLOCK "K", THENCE;
12. NORTH 88°57'25" EAST, 502.93 FEET, THENCE;
13. NORTH 34°31'19" EAST, 324.55 FEET, TO A POINT ON THE SAID SOUTHERLY LINE OF IONA DRAINAGE DISTRICT RIGHT-OF-WAY CANAL, ALSO BEING 30.00 FEET SOUTHERLY OF THE QUARTER SECTION LINE, THENCE;
14. NORTH 88°57'25" EAST, 50.00 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE WESTERLY LINE OF AFORESAID BIG SLEW CANAL, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID BLOCK "K", THENCE;
15. CONTINUE NORTH 88°57'25" EAST, 135.48 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THOSE CERTAIN ORDERS OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2702, PAGE 3670 AND OFFICIAL RECORDS BOOK 2752, PAGE 3656, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PAGE 2 OF 3

AND

PARCEL 2:

ALL OF BLOCK N OF THAT CERTAIN SUBDIVISION KNOWN AS HARLEM HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AT PLAT BOOK 8, PAGE 76 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:  
PART OF BLOCK N OF HARLEM HEIGHTS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 8 AT PAGE 76 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS THE EASTERLY 250 FEET OF THE SOUTHERLY 550 FEET OF SAID BLOCK N AND THE EASTERLY 425 FEET OF SAID BLOCK N, LESS THE SOUTHERLY 550 FEET THEREOF.

AND

PARCEL 3:

THE FOLLOWING DESCRIBED PARCEL THAT IS SHOWN AS BEING AN EXCEPTION TO A PARCEL AS RECORDED IN O.R. BOOK 1867, PAGE 4335, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;  
BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK O AS SHOWN ON SAID PLAT RUN N. 88 DEGREES 56' 30" E., PARALLEL WITH THE NORTH LINE OF SAID BLOCK AND THE SOUTH LINE OF FORMER IONA DRAINAGE DISTRICT CANAL C-4 FOR 234.25 FEET; THENCE RUN S. 14 DEGREES 49' 32" E., PARALLEL WITH THE EASTERLY LINE OF BIG SLEW CANAL (FORMER IONA DRAINAGE DISTRICT CANAL C) AS SHOWN ON SAID PLAT, FOR 234.25 FEET; THENCE RUN S. 88 DEGREES 56' 30" WEST, PARALLEL WITH THE NORTH LINE OF SAID BLOCK AND SAID FRACTION, FOR 234.25 FEET TO AN INTERSECTION WITH SAID EASTERLY LINE OF SAID CANAL; THENCE RUN NORTH 14 DEGREES 49' 32" WEST ALONG SAID EASTERLY LINE FOR 234.25 FEET TO THE POINT OF BEGINNING.

AND



PAGE 3 OF 3PARCEL 4:

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WESTERLY OF HAGIE DRIVE AS ESTABLISHED BY OFFICIAL RECORD BOOK 2072, PAGE 3870 AND OFFICIAL RECORD BOOK 2752, PAGE 3656, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SAID SECTION 32, THENCE;

1. SOUTH  $01^{\circ}01'09''$  EAST, 30.0 FEET, ALONG THE EASTERLY LINE OF SAID SECTION 32, TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF AN IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY (80' WIDE), ALSO BEING THE NORTHERLY LINE OF BLOCK "O" OF HARLEM HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 76, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE;
2. SOUTH  $88^{\circ}57'25''$  WEST, ALONG SAID NORTHERLY LINE 1071.92 FEET; TO A POINT OF INTERSECTION OF THE EASTERLY LINE OF BIG SLEW CANAL RIGHT-OF-WAY, (132' WIDE) SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID BLOCK "O" AND THE TRUE POINT OF BEGINNING, THENCE;
3. NORTH  $14^{\circ}48'52''$  WEST, 82.37 FEET, TO THE SOUTHWEST CORNER OF BLOCK "N" OF SAID HARLEM HEIGHTS SUBDIVISION; ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID I.D.D. CANAL AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, THENCE;
4. NORTH  $14^{\circ}03'20''$  WEST 575.68 FEET, ALONG SAID EASTERLY LINE, TO THE NORTHWEST CORNER OF SAID BLOCK "N", SAID POINT ON A CURVE BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (S.R. 865), THENCE;
5. RUN 40.59 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1195.92 FEET, CHORD BEARING OF SOUTH  $87^{\circ}52'13''$  WEST, AND A CHORD DISTANCE OF 40.58 FEET, THENCE;
6. SOUTH  $89^{\circ}07'16''$  WEST, 94.79 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE TO A POINT MARKING THE NORTHEAST CORNER OF BLOCK "F" OF SAID HARLEM HEIGHTS SUBDIVISION, THENCE;
7. CONTINUE SOUTH  $89^{\circ}07'16''$  WEST, 648.10 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, ALSO BEING THE NORTHERLY LINE OF SAID BLOCK "F" TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK "F", THENCE;
8. SOUTH  $01^{\circ}01'54''$  EAST, 562.26 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK "H" OF SAID HARLEM HEIGHTS SUBDIVISION, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF AFORESAID IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY, THENCE;
9. NORTH  $88^{\circ}57'25''$  EAST, 55.69 FEET, ALONG SAID NORTHERLY LINE, THENCE;
10. SOUTH  $01^{\circ}01'54''$  EAST 80.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID I.D.D. CANAL RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF BLOCK "K" OF AFORESAID HARLEM HEIGHTS SUBDIVISION, THENCE;
11. CONTINUE SOUTH  $01^{\circ}01'54''$  EAST, 264.01 FEET, ALONG THE WESTERLY LINE OF SAID BLOCK "K", THENCE;
12. NORTH  $88^{\circ}57'25''$  EAST, 502.93 FEET, THENCE;
13. NORTH  $34^{\circ}31'19''$  EAST, 324.55 FEET, TO A POINT ON THE SAID SOUTHERLY LINE OF IONA DRAINAGE DISTRICT RIGHT-OF-WAY CANAL, ALSO BEING 30.00 FEET SOUTHERLY OF THE QUARTER SECTION LINE, THENCE;
14. NORTH  $88^{\circ}57'25''$  EAST, 50.00 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE WESTERLY LINE OF AFORESAID BIG SLEW CANAL, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID BLOCK "K", THENCE;
15. CONTINUE NORTH  $88^{\circ}57'25''$  EAST, 135.48 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THOSE CERTAIN ORDERS OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2702, PAGE 3870 AND OFFICIAL RECORDS BOOK 2752, PAGE 3656, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Nom. 199; Cons. 2020

AMERICAN LAND TITLE ASSOCIATION COMMITMENT — 1966

✓

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, 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 Schedules A and B and to the Conditions and Stipulations hereof.

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

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and 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, Chicago 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.

Issued By:  
TRI COUNTY TITLE INSURANCE  
AGENCY, INC.  
8660 College Parkway, Suite 200  
Ft. Myers, FL 33919  
(941)437-3144

*dena@trico* *437-3144* *trico.com*

CHICAGO TITLE INSURANCE COMPANY



By:

*Robert J. St...*

President

ATTEST

*Susan E. Bow*

Secretary

*[Signature]*  
Authorized Signatory

**SCHEDULE A**

**Our File No: TC-F11953**

**Commitment No. F11953**

**Effective Date of Commitment: March 3, 2002 @ 8:00 am**

<b>1. Policy or Policies to be Issued:</b>	<b>Amount</b>
<b>(a) ALTA Owners Policy - Form 10-17-92</b>	<b>\$0</b>
<b>Proposed Insured:</b>	
<b>LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA</b>	
<b>(b) ALTA Loan Policy 10-17-92</b>	<b>\$0</b>
<b>Proposed Insured:</b>	

**2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple.**

**3. Title to said estate or interest in said land is at the effective date hereof vested in:**

**J.V. ELROD**

**4. The land referred to in this Commitment is located in the County of Lee, State of Florida and described as follows:**

**SEE ATTACHED SCHEDULE A.**

SCHEDULE A

PARCEL #1:

ALL OF BLOCK N OF THAT CERTAIN SUBDIVISION KNOWN AS HARLEM HEIGHTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AT PLAT BOOK B, PAGE 76 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART DESCRIBED AS FOLLOWS; PART OF BLOCK N OF HARLEM HEIGHTS AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK B AT PAGE 76 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS THE EASTERLY 250 FEET OF THE SOUTHERLY 550 FEET OF SAID BLOCK N AND THE EASTERLY 425 FEET OF SAID BLOCK N, LESS THE SOUTHERLY 550 FEET THEREOF, PLUS.

and

PARCEL #2:

THE FOLLOWING DESCRIBED PARCEL THAT IS SHOWN AS BEING AND EXCEPTION TO A PARCEL AS RECORDED IN O.R. 1867 P.4335, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK O AS SHOWN ON SAID PLAT RUN N. 88 DEGREES 56' 30" E., PARALLEL WITH THE NORTH LINE OF SAID BLOCK AND THE SOUTH LINE OF FORMER IONA DRAINAGE DISTRICT CANAL C-4 FOR 234.25 FEET; THENCE RUN S. 14 DEGREES 49' 32" E., PARALLEL WITH THE EASTERLY LINE OF BIG SLEW CANAL (FORMER IONA DRAINAGE DISTRICT CANAL C) AS SHOWN ON SAID PLAT, FOR 234.25 FEET; THENCE RUN S. 88 DEGREES 56' 30" WEST, PARALLEL WITH THE NORTH LINE OF SAID BLOCK AND SAID FRACTION, FOR 234.25 FEET TO AN INTERSECTION WITH SAID EASTERLY LINE OF SAID CANAL; THENCE RUN NORTH 14 DEGREES 49' 32" WEST ALONG SAID EASTERLY LINE FOR 234.25 FEET TO THE POINT OF BEGINNING.

and

PARCEL #3

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SAID SECTION 32, THENCE;

1. SOUTH 01°01'09" EAST, 30.0 FEET, ALONG THE EASTERLY LINE OF SAID SECTION 32, TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF AN IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY (80' WIDE), ALSO BEING THE NORTHERLY LINE OF BLOCK "O" OF HARLEM HEIGHTS SUBDIVISION, AS RECORDED IN PLAT BOOK B, PAGE 76, IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THENCE;
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3. NORTH 14°48'52" WEST, 82.37 FEET, TO THE SOUTHWEST CORNER OF BLOCK "H" OF SAID HARLEM HEIGHTS SUBDIVISION; ALSO BEING THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID I.D.D. CANAL AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, THENCE;
4. NORTH 14°03'20" WEST 575.60 FEET, ALONG SAID EASTERLY LINE, TO THE NORTHWEST CORNER OF SAID BLOCK "N", SAID POINT ON A CURVE BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (S.R.865), THENCE;
5. RUN 40.59 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1195.92 FEET, CHORD BEARING OF SOUTH 87°52'13" WEST, AND A CHORD DISTANCE OF 40.50 FEET, THENCE;
6. SOUTH 89°07'16" WEST, 94.79 FEET, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE TO A POINT MARKING THE NORTHEAST CORNER OF BLOCK "F" OF SAID HARLEM HEIGHTS SUBDIVISION, THENCE;
7. CONTINUE SOUTH 89°07'16" WEST, 648.10 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, ALSO BEING THE NORTHERLY LINE OF SAID BLOCK "F" TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK "F", THENCE;
8. SOUTH 01°01'54" EAST, 562.26 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK "H" OF SAID HARLEM HEIGHTS SUBDIVISION, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF AFORESAID IONA DRAINAGE DISTRICT CANAL RIGHT-OF-WAY, THENCE;
9. NORTH 80°57'25" EAST, 55.69 FEET, ALONG SAID NORTHERLY LINE, THENCE;
10. SOUTH 01°01'54" EAST 80.00 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID I.D.D. CANAL RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF BLOCK "K" OF AFORESAID HARLEM HEIGHTS SUBDIVISION, THENCE;
11. CONTINUE SOUTH 01°01'54" EAST, 264.01 FEET, ALONG THE WESTERLY LINE OF SAID BLOCK "K", THENCE;
12. NORTH 80°57'25" EAST, 502.93 FEET, THENCE;
13. NORTH 34°31'19" EAST, 324.55 FEET, TO A POINT ON THE SAID SOUTHERLY LINE OF IONA DRAINAGE DISTRICT RIGHT-OF-WAY CANAL, ALSO BEING 30.00 FEET SOUTHERLY OF THE QUARTER SECTION LINE, THENCE;
14. NORTH 00°57'25" EAST, 50.00 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE WESTERLY LINE OF AFORESAID BIG SLEW CANAL, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID BLOCK "K", THENCE;
15. CONTINUE NORTH 80°57'25" EAST, 135.48 FEET, TO A POINT OF INTERSECTION OF THE AFORESAID SOUTHERLY LINE AND THE SAID EASTERLY LINE OF BIG SLEW CANAL, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING.

LESS AND EXCEPT THOSE CERTAIN ORDERS OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2702, PAGE 3870 AND OFFICIAL RECORDS BOOK 2752, PAGE 3656, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TC F11953  
COMMITMENT NO. F11953  
AGENT NO. 10-2665

**SCHEDULE B 1**

The following are the requirements to be complied with:

Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Payment of 2001 taxes for Strap #32-45-24-01-00000.0010, in the amount of \$444.52, if paid by March 31, 2002.
3. Payment of 2001 taxes for Strap #32-45-24-01-000N0.0010, in the amount of \$3,706.62, if paid by March 31, 2002.
4. Payment of 2001 taxes for Strap #32-45-24-01-0000F.0010, in the amount of \$3,497.47, if paid by March 31, 2002.
5. Payment of Tax Certificate Number 01-21154, in the amount of \$574.70, if paid by March 31, 2002, plus penalties and interest, if any.
6. Payment of Tax Certificate Number 01-21153, in the amount of \$4,268.99, if paid by March 31, 2002, plus penalties and interest, if any.
7. Payment of Tax Certificate Number 01-21143, in the amount of \$4,044.94, if paid by March 31, 2002, plus penalties and interest, if any.
8. Probate proceedings to be filed in Lee County on the Estate of J.V. Elrod. This Company reserves the right to make additional requirements and/or exceptions, as may be deemed necessary.

*check status would be "closed" in 5/03*

NOTE: If probate proceedings have been filed in another Florida county, we will need the following:

9. Recordation of the following certified copies from the Estate of J.V. Elrod:
  - A) Last Will and Testament
  - B) Order Admitting the Will to Probate
  - C) Letters of Administration
  - D) Proof of Publication of Notice to Creditors
  - E) Order of Distribution
  - F) Order of Discharge
10. Proper conveyance pursuant to probate proceedings to LEE COUNTY, A POLITICAL

**SUBDIVISION OF THE STATE OF FLORIDA.**

TC F11953  
COMMITMENT NO. F11953

**SCHEDULE BII  
(Exceptions)**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

I. 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.

II. Standard Exceptions:

- (a) Right or claims of parties in possession not shown by the Public Records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (d) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (e) Taxes or special assessments which are not shown as existing liens by the public records.
- (f) Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially created or has accreted to any such portion so created and riparian rights, if any.
- (g) Taxes and assessments for the year 2002 and subsequent years.

III. Special exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.

IV. Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.

1. General and special taxes and assessments required to be paid in the year 2002 and subsequent years, which are not yet due and payable. Strap # 32-45-24-01-00000.0010. 2001 taxes are due in the amount of \$444.52, if paid by March 31, 2002.

2. General and special taxes and assessments required to be paid in the year 2002 and subsequent years, which are not yet due and payable. Strap # 32-45-24-01-000N0.0010. 2001 taxes are due in the amount of \$3,706.62, if paid by March 31, 2002.

3. General and special taxes and assessments required to be paid in the year 2002 and subsequent years, which are not yet due and payable. Strap # 32-45-24-01-0000F.0010. 2001 taxes are due in the amount of \$3,497.47, if paid by March 31, 2002.

4. Lee County Mandatory Garbage Collection Assessment Ordinance 86-14 recorded in Official Records Book 2189, Page 3281, and amended in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida.

5. Title to personal property is neither guaranteed nor insured.

6. Right of way for Iona Drainage District Canal and Big Slew Canal, as set forth in legal description on Schedule A.

7. Riparian rights, rights of accretion or reliction are neither guaranteed nor insured and title to no portion of herein described land lying below ordinary mean high water mark is insured hereby.

8. Title to beds of bottoms of lakes, rivers, or other bodies of water located on or within the property.

9. Mosquito Control Agreement, as recorded in Official Records Book 404, Page 366, of the Public Records of Lee County, Florida.

10. Resolution of the Board of County Commissioners of Lee County, as recorded in Official Records Book 1850, Page 3431, and Official Records Book 1850, Page 3442, of the Public Records of Lee County, Florida.

Standard Exceptions of Schedule B-II of this Commitment will be deleted upon compliance with gap coverage procedures and requirements to obtain survey, owner's possession and lien affidavit and proof of payment of all recorded and unrecorded taxes and special assessments. The Company reserves the right to add additional requirements to the Commitment or exceptions to the policy of title insurance based upon the information disclosed in any title update, owner's affidavit and/or any survey of the insured property which is submitted to the Company or its issuing agent at or prior to closing.

Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this commitment arising from the matters which would be revealed by such search, to the extent that the Company or its Agent countersigning this Commitment, has disbursed said proceeds.

ALTA 4, 5, 6, 6.1, 6.2, 7.0, 8.1, Form 9, Survey End., Assignment of Mortgage, Balloon Endorsement, Construction Loan Up-date or Revolving Credit Endorsement any of which will be attached to final policy, if required, and upon receipt of pertinent documentation requested by insurer.

*CAN BE  
REVOKED  
SEE INT. POLICY*

*ZOWING  
AES  
Jan 1996*



## STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.

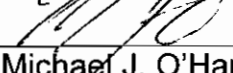
### CONDITIONS AND STIPULATIONS

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

Memorandum  
from the  
**Division of County Lands**

Date: April 19, 2006

To: Karen L.W. Forsyth  
County Lands Director

From:   
Michael J. O'Hare  
Property Acquisition Agent

**SUBJECT:** Parcel 199-2 Conservation 2020, Appraisals

During the acquisition process of the above parcel, DOT identified a small portion of Parcel 199-2 and approximately one acre west of Hagie Drive not included in the nomination of 199-2 as being needed for Gladiolus Drive Widening Project No. 4083.

The acquisition process of Conservation 2020 Parcel 199-2 and property for Gladiolus Drive Widening Project has been occurring. The DOT appraisals estimate the value of the parent tracts, copies attached, at \$.65 a square foot or rounded at \$28,250 per acre. This equates to \$724,900 for 25.6 acres. Rather than each department expending funds for appraisals, the DOT appraisals are being used for the estimated value of Conservation 2020 Parcel 199-2.

A review of the appraisals indicate a value for each interest needed for Gladiolus Drive Widening and the Parent tract values of each is as follows:

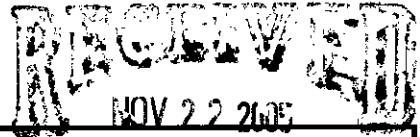
Parcel 84; 13.66 acre, estimated value of \$386,800.

Parcel 39; 11.94 acre, estimated value of \$338,100.

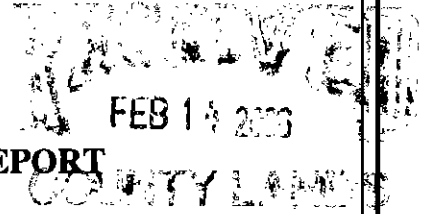
Total	25.6	\$724,900.
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**STAFF REVIEW**

2/21/06  
Date



**COUNTY LANDS**



**COMPLETE SUMMARY APPRAISAL REPORT  
REPORT NO. 05-08-04.39**

Project: Gladiolus Drive Widening Project (No. 4083)  
Parcel No.: 39  
Owner: Estate of J.V. Elrod, Deceased  
County: Lee County, Florida

**PREPARED FOR**  
Robert G. Clemens  
Acquisition Program Manager  
Division of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398

**EFFECTIVE DATE OF THE APPRAISAL**  
October 28, 2005

**PREPARED BY**  
Hanson Real Estate Advisors, Inc.  
2233 Second Street  
Fort Myers, FL 33901-3051

### ANALYSIS OF THE INDICATED VALUES

The three land sales indicated adjusted sales prices of:

- Sale No. 2425: \$0.60 PSF
- Sale No. 2429: \$0.73 PSF
- Sale No. 2413: \$1.67 PSF

The three sales indicated adjusted sales prices ranging from \$0.60 per square foot of land area to \$1.67 per square foot of land area, for a range of \$1.07 per square foot of gross land area. The arithmetic mean is \$1.00 per square foot of land area, and the standard deviation is \$0.58 per square foot of land area. The pattern of central tendency appears to be toward the lower end of the value range.

### CONCLUSION OF THE LAND VALUE ESTIMATE

Therefore it is our opinion that the market value of the fee simple interest in the parent tract, as of October 28, 2005, is \$0.65 per square foot of gross land area. This results in an estimated property value as follows:

Parent Tract Value Estimate: (520,111 SF) x (\$0.65 PSF) = \$338,072  
Rounded to, Say: \$338,100

### VALUE OF IMPROVEMENTS TAKEN

There were no improvements of any consequence located within the acquisition area. Therefore no contribution occurs for improvements.

### SUMMARY OF THE VALUE OF THE PARENT TRACT

Land Value:	\$338,100
Improvements Taken Value:	<u>-0-</u>
<b>Value of the Parent Tract:</b>	<b>\$338,100 *</b>

\*Extraordinary Assumptions: USPAP defines an extraordinary assumption as "an assumption directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions." The following extraordinary assumptions were adopted by the appraiser in the development and communication of the market value estimate:

The appraisers were not provided with information as to the presence of jurisdictional wetlands, and have assumed that no conditions or restrictions exist which would prevent the property from being developed in a legally permissible manner, consistent with surrounding land uses.

**STAFF REVIEW**

2/21/06  
Date

**RECEIVED**  
NOV 22 2005

COUNTY LANDS

**RECEIVED**  
FEB 14 2006  
COUNTY LANDS

**COMPLETE SUMMARY APPRAISAL REPORT**  
**REPORT NO. 05-08-04.84**

Project: Gladiolus Drive Widening Project (No. 4083)  
Parcel No.: 84  
Owner: Estate of J.V. Elrod, Deceased  
County: Lee County, Florida

**PREPARED FOR**  
Robert G. Clemens  
Acquisition Program Manager  
Division of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398

**EFFECTIVE DATE OF THE APPRAISAL**  
October 28, 2005

**PREPARED BY**  
Hanson Real Estate Advisors, Inc.  
2233 Second Street  
Fort Myers, FL 33901-3051

**ANALYSIS OF THE INDICATED VALUES**

The three land sales indicated adjusted sales prices of:

- Sale No. 2425: \$0.60 PSF
- Sale No. 2429: \$0.73 PSF
- Sale No. 2413: \$1.67 PSF

The three sales indicated adjusted sales prices ranging from \$0.60 per square foot of land area to \$1.67 per square foot of land area, for a range of \$1.07 per square foot of gross land area. The arithmetic mean is \$1.00 per square foot of land area, and the standard deviation is \$0.58 per square foot of land area. The pattern of central tendency appears to be toward the lower end of the value range.

**CONCLUSION OF THE LAND VALUE ESTIMATE**

Therefore it is our opinion that the market value of the fee simple interest in the parent tract, as of October 28, 2005, is \$0.65 per square foot of gross land area. This results in an estimated property value as follows:

$$\begin{aligned} \text{Parent Tract Value Estimate: } & (595,057 \text{ SF}) \times (\$0.65 \text{ PSF}) = & \$386,787 \\ \text{Rounded to, Say:} & & \$386,800 \end{aligned}$$

**VALUE OF IMPROVEMENTS TAKEN**

There were no improvements of any consequence located within the acquisition area. Therefore no contribution occurs for improvements.

**SUMMARY OF THE VALUE OF THE PARENT TRACT**

Land Value:	\$386,800
Improvements Taken Value:	<u>-0-</u>
<b>Value of the Parent Tract:</b>	<b>\$386,800*</b>

\*Extraordinary Assumptions: USPAP defines an extraordinary assumption as "an assumption directly related to a specific assignment, which if found to be false, could alter the appraiser's opinions or conclusions." The following extraordinary assumptions were adopted by the appraiser in the development and communication of the market value estimate:

The appraisers were not provided with information as to the presence of jurisdictional wetlands, and have assumed that no conditions or restrictions exist which would prevent the property from being developed in a legally permissible manner, consistent with surrounding land uses.

# 5-Year Sales History

Parcel No. 199-2

Conservation 2020 Land Acquisition Program, Project No. 8800

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N

NOTE:

No Sales in the Past Five Years.

**SECONDARY REVIEW  
NOMINATION 199**

<b>CRITERIA</b>		<b>SCORE</b>	<b>COMMENTS</b>
<b>A. SIZE AND CONTIGUITY</b>			
<b>1. Size of Property</b>		<b>6</b>	
a. $\geq$ 500 acres		5	Approximately 27 acres. Exact acreage to be determined by survey. Land is south of Gladious Drive and east of Hagie Road. It is separated into four parcels by two IDD canals. Contains portion of STRAP # 324524-01-0000F, 0000 located east of Hagie Road and all of 32452401-01-000N0, 0010 & 324524-01-00000, 0010.
b. 400 to < 500 acres		4	
c. 300 to <400 acres		3	
d. 200 to <300 acres		2	
e. 100 to <200 acres		1	
f. 50 to <100 acres		0	
g. < 50 acres		0	
<b>2. Contiguous to:</b>		<b>4</b>	
a. Coastal waters and other sovereignty submerged lands		4	Deep Lagoon Preserve (Cons. 2020 Sites 77, 78, 116)
b. Existing preserve area, c.e., wma or refuge		4	
c. Preserve areas officially proposed for acquisition		0	
<b>B. HABITAT FOR PLANTS AND ANIMALS</b>			
<b>1. Native Plant Cover</b>			See FLUCFCS and Agency Jurisdictional Map
a. $\geq$ 75 % of the property has native plant cover		8	
b. 50% to < 75% has native plant cover		4	Varying degrees of infestations of mostly Brazilian pepper (25 100%). Some Australian pine and melaleuca.
c. 25% to <50% has native plant cover		2	
d. < 25% has native plant cover		2	
<b>2. Significant for wide-ranging species</b>			
	Panther Habitat, wetlands, ponds, grass lands, etc.	2	
<b>3. Rare and Unique Uplands</b>			2.31 acre upland includes Hagie Rd. and a spoil berm
a. Scrub, hammock, old growth pine		2	0.59 acre of live oak (scattered)
b. Mature, second growth pine flatwood		1	
<b>4. Diversity</b>			
a. 5 or more FLUCCS native plant community categories		2	FLUCFCS 4159, 4279, 4289, 6109, 612, 6122
b. 3 or 4 FLUCCS native plant community categories		1	
c. 2 or less FLUCCS native plant community categories		0	



**SECONDARY REVIEW  
NOMINATION 199**

<b>C. SIGNIFICANCE FOR WATER RESOURCES</b>				<b>COMMENTS</b>
<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	4	Segment of the Deep Lagoon/Cow Slough flow-way
	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		
	Same as b., smaller watershed, not as defined, disconnected	2		
	Site conveys runoff, minimal area	1		
	Site provides no conveyance of surface water	0		
	Add 2 points if conveyance is natural (not man-made)	+2	1	Partially disturbed from IDD Canal excavator
<b>2. Strategic to Flood Management</b>				
	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	4	Provides floodplain protection for both sides of conveyance
	Same as a., portion of floodway (one side) or within floodplain	3		
	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2		
	Small watershed, minimal flooding	1		
	No significant flood issues	0		
<b>3. Protect a water supply source.</b>				
	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamiarni Aquifer and also within area of current or proposed wellfield development	2		
	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1		
	No recharge or potential water supply opportunities	0	0	
<b>4. Offset Damage to or Enhance Water Quality.</b>				
	Presence of wetland, retention, or lake that is currently providing water quality benefits	2	2	Wetlands provide water quality improvement
	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1		
	No existing or potential water quality benefits	0		

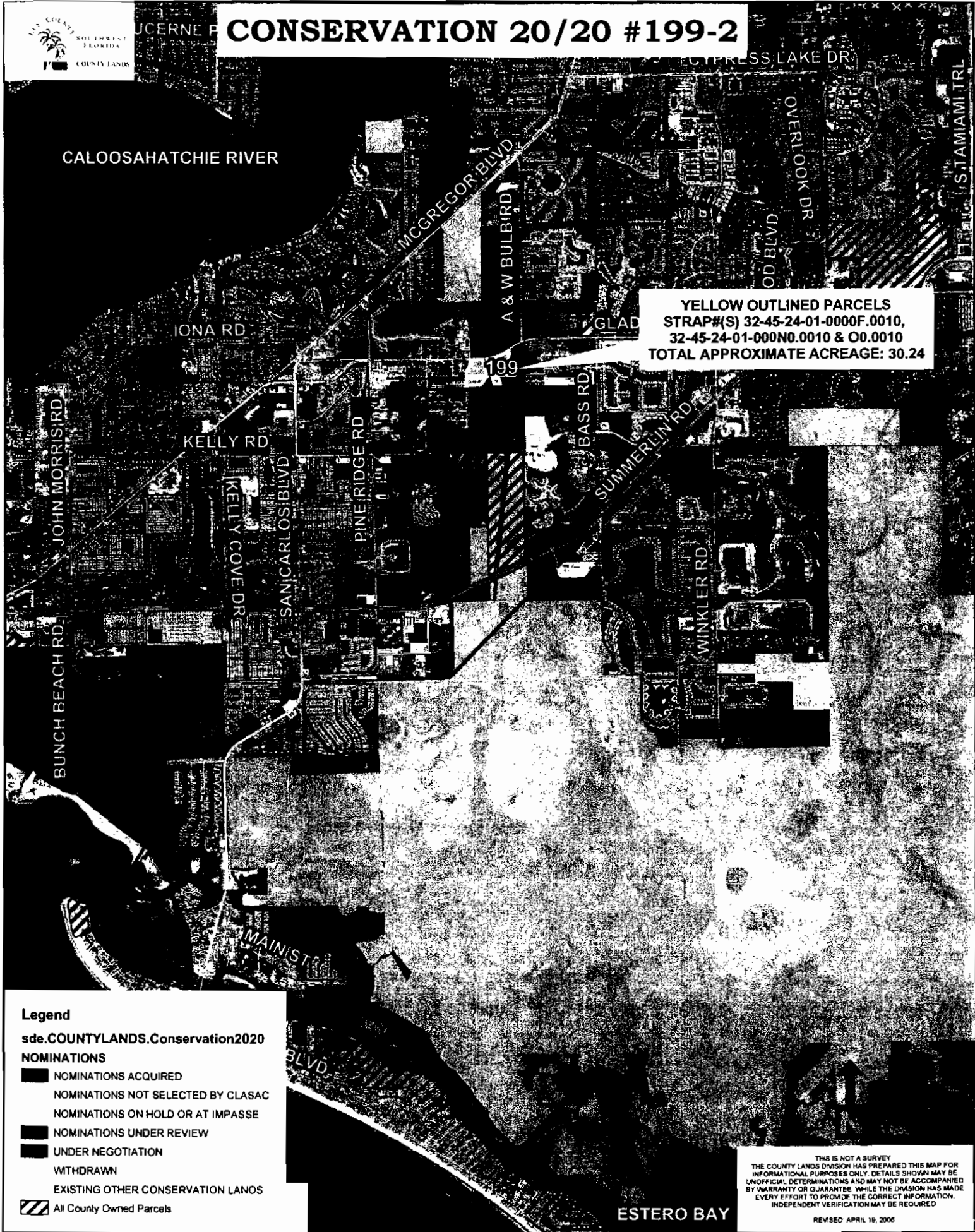
**SECONDARY REVIEW  
NOMINATION 199**

<b>D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE</b>				<b>COMMENTS</b>
<b>1.</b>	<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	Gladiolus Drive. Lee County plans to widen to 4-lanes in future.
	Parcel can be accessed from a minor collector or local street	2		
	Parcel can be accessed from a privately-maintained road that is dedicated for public use	1		
	physical or legal access	0		
<b>2.</b>	<b>Recreation/Eco-Tourism Potential</b>			
	Score depends upon the variety or uniqueness of 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	Good proximity to road access and urban area. Because mostly wetlands, this site is not conducive to the construction of trails or other public facilities. Provides scenic corridor along a heavily traveled road.
<b>3.</b>	<b>Land Manageability</b>			
	75% or greater of the perimeter of site is surrounded by low impact land uses	3	3	Less than 25% of perimeter is contiguous to urban development.
	50%-75% of the perimeter of site is surrounded by low impact land uses	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		
<b>4.</b>	<b>Development Status (Maximum 4 points)</b>			
	The Parcel is Approved for Development or is Exempt from Clearing Regulations	4	0	No current active permits.
	The Parcel is Zoned for Intensive Use	2	0	AG-2 and TFC-2
	Future Land Use Map: Intensive Land Use Category	1	1	Urban Community and Wetlands
	<b>TOTAL POINTS</b>		<b>29</b>	

**COMMENTS:** Lee County DOT has requested to reserve the right to purchase additional right-of-way to widen Gladiolus Dr. and/or for water runoff/storage facilities. Do not pursue for acquisition the portion of this parcel that is located west of Hagie Road because it is upland, can potentially be developed as a low income homesite, and is separated physically from the other habitat by Hagie Road.

**Recommendation:** Pursue for acquisition only the portions of this property located east of Hagie Road. Reserve right for DOT to purchase rights-of-way for road and drainage improvements. Any such funds will be reimbursed to the Conservation 2020 acquisition fund, or successor acquisition program

# CONSERVATION 20/20 #199-2



**YELLOW OUTLINED PARCELS**  
 STRAP#(S) 32-45-24-01-0000F.0010,  
 32-45-24-01-0000N.0010 & O0.0010  
 TOTAL APPROXIMATE ACREAGE: 30.24

**Legend**

sde.COUNTYLANDS.Conservation2020

**NOMINATIONS**

- NOMINATIONS ACQUIRED
- NOMINATIONS NOT SELECTED BY CLASAC
- NOMINATIONS ON HOLD OR AT IMPASSE
- NOMINATIONS UNDER REVIEW
- UNDER NEGOTIATION
- WITHDRAWN
- EXISTING OTHER CONSERVATION LANDS
- All County Owned Parcels

THIS IS NOT A SURVEY  
 THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR  
 INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE  
 UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED  
 BY WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE  
 EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION,  
 INDEPENDENT VERIFICATION MAY BE REQUIRED

REVISED APRIL 19, 2005

ESTERO BAY