						<u>,</u>	
	Lee Co	_		_	missione		N- 0004474
TED MOTION		Agen	aa item Su	mmary		Blue Sheet	No. 20041714
		ase of Pa	rcel 243 loca	ted in Gr	eenhriar Sw	ramn Presente in Se	ection 5 Township
4 South, Range 27 East, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$17,650,							
terms and condit	ions as set fort	h in the A	greement for	Purchase	e and Sale c	f Real Estate; autho	rize the Chairman
Board of Coun	ty Commission	ners to si	gn the purch	ase agree	ement; auth	orize payment of ne	ecessary fees and
authorize the D	ivision of Cou	nty Land	s to handle a	and acce	pt all docur	nentation necessar	y to complete the
IS NECESSA	RY: The Boar	d must fo	rmally accer	t all real	estate conv	evances to Lee Co	untv.
WHAT ACTION IS NECESSART. The Board must formally accept all real estate conveyances to Lee County. WHAT ACTION ACCOMPLISHES: The acquisition of one of the properties recommended by the Conservation Land							
Stewardship Ad							
	COBV. A	<u> </u>				WEETING	ATE
		,	AL	4	3 .		 , ,
NI DIO I RIGI		MENT/PUI	<i> (2)</i> RPO\$E:	//	6. REQUES	STOR OF INFORMATIO	- aeus
r							- C
RATIVE	X STATÚ	ΓE <u>12</u>					dra i
	ADMIN.				C. DIVISION	County Lands	
	X OTHER	Blue Shee	t 20040616		BY: Karen	L. W. Forsyth. Director	Kut
GROUND: The	Division of Cou	inty Land:	s has been au	thorized	by the Board	of County Commis	sioners to acquire
mended by the C	onservation L	and Acqu	isition and S	ewardsh	ip Advisory	Committee. This ac	quisition consists
onsisting of 3.92	acres located	l in Greer	nbriar Swamp	Preserv	e, further id	entified as STRAP	No. 05-44-27-16-
ing price for Parc	el 243 was \$50	0.000. Ho	wever, throu	ah negoti:	ations, the c	wner. A.P.E.R Hold	lings Corporation.
ell the property	for \$17,650, p	ursuant t	o the terms	and cond	itions set fo	orth in the purchase	agreement. The
			The Seller wil	l be requi	red to pay fo	or title insurance, do	cumentary stamp
tate proker and a	attorney tees, i	τ any.					
ith FS 125.355,	one appraisal	was obta	ined. Stewar	t and Cor	npany, Inc.	valued the property	at \$17,650, as of
	• •				• • •		, ,
recommendation	n of this pares	lby CLA	SAC staff ra	-ommor	te the Peer	d approve the Bear	ested Motion
recommendado	n or uns parce	O US CLA	ono, sian re	Jonnie 11	is uie doan	a approve trie rcequ	iesteu Motion.
able in Account	No. 20880030	0103.506	110 (20 - C	apital Pro	ojects, 8800	- Conservation 20	20, 301 - Capital
nprovements, 03 - Conservation 2020, 506110 - Land Court Registry)							
ttachments: Purchase Agreement, Affidavit of Interest, Title Report, Appraisal Data, Solas History, Parael Reference Man, Plus							
ttachments: Purchase Agreement, Affidavit of Interest, Title Report, Appraisal Data, Sales History, Parcel Reference Map, Blue heet No. 20040616, and CLASAC Recommendation.							
MENT RECOMI	MENDATION	S:					
		DECC	***************************************	4 D D D C C			
		_	l .			Services	G County Manager
Contracts	Resources		Attorney	1.2/2"			Journaliage
		などを	, \. nv	OA	OM	RISK GC	2104
		ا استوامیها،	$I \mathcal{M}_{V_1, \ell}$	P.C. ON	P. 627 10	Tologo	17.21
17024 12 Pilot 21010 20 10 20							
0. COMMISSION ACTION:							
VED			Rec	by CoAt	ty	15/2/51	>4
) RED			Dat	::13/3/1	Ø	10.450	m54 (W)
				ا ا	.) 🕨	Links Light	TO: HS ::
						12/277	
			For	warded To	:	4	40
			12/				
	ge 27 East, for the terms and condition authorize the Discrete Dis	TED MOTION: UESTED: Approve the purchage 27 East, for the Conservation terms and conditions as set for the Board of County Commission authorize the Division of County Commission Program. IS NECESSARY: The Board ON ACCOMPLISHES: The Stewardship Advisory Commission On Program. MENTAL CATEGORY: OF STATULY STATULY STATULY STATULY STATULY ORDINAL OTHER SROUND: The Division of Countended by the Conservation Linguisting of 3.92 acres located in price for Parcel 243 was \$50 cell the property for \$17,650, programed to pay for recording of the ate broker and attorney fees, in with FS 125.355, one appraisal recommendation of this parcel able in Account No. 2088003003 - Conservation 2020, 5061 or Chase Agreement, Affidavit of 20616, and CLASAC Recommendation of this parcel able in Account No. 2088003003 - Conservation 2020, 5061 or Chase Agreement, Affidavit of 20616, and CLASAC Recommendation of this parcel able in Account No. 2088003003 - Conservation 2020, 5061 or Chase Agreement, Affidavit of 20616, and CLASAC Recommendation of this parcel able in Account No. 2088003003 - Conservation 2020, 5061 or Chase Agreement, Affidavit of 20616, and CLASAC Recommendation of this parcel able in Account No. 2088003003 - Conservation 2020, 5061 or Chase Agreement, Affidavit of 20616, and CLASAC Recommendation of this parcel able in Account No. 2088003003 - Conservation 2020, 5061 or Chase Agreement, Affidavit of 20616, and CLASAC Recommendation of this parcel able in Account No. 2088003003 - Conservation 2020, 5061 or Chase Agreement, Affidavit of 20616, and CLASAC Recommendation of this parcel able in Account No. 2088003003 - Conservation 2020, 5061 or Chase Agreement, Affidavit of 20616, and CLASAC Recommendation of this parcel able in Account No. 2088003003 - Conservation 2020, 5061 or Chase Agreement Agreem	TED MOTION: UESTED: Approve the purchase of Page 27 East, for the Conservation 2020 Laterms and conditions as set forth in the Age Board of County Commissioners to signathorize the Division of County Land Age Board of County Commissioners to signathorize the Division of County Land Age Board of County Commissioners to signathorize the Division of County Land Blue Stewardship Advisory Committee (CLA 020 Program. WENTAL CATEGORY: 06 IN DISTRICT #: 1 S. REQUIREMENT/PUI (Specify) X. STATUTE 12 X. ORDINANCE 96 ADMIN. X. OTHER Blue Sheet BROUND: The Division of County Lands and Acquired to pay for recording of the deed. In Green and attorney fees, if any. With FS 125.355, one appraisal was obtained by CLA 125.355, one appraisal was obtained in Account No. 20880030103.506 03 - Conservation 2020, 506110 - Lands and CLASAC Recommendation. BROUND: The Division of County Lands are commendation of this parcel by CLA 125.355, one appraisal was obtained in Account No. 20880030103.506 03 - Conservation 2020, 506110 - Lands and CLASAC Recommendation. BROUND: The Division of County Lands are commendation of this parcel by CLA 125.355, one appraisal was obtained in Account No. 20880030103.506 03 - Conservation 2020, 506110 - Lands and CLASAC Recommendation. BROUND: BROUND ACTION: 9. RECORD Purchasing or Contracts Resources 9. RECORD Purchasing or Contracts Resources Purchasing or Contracts Resources Purchasing or Contracts Resources Purchasing or Contracts Resources	Agenda Item Suite TED MOTION: UESTED: Approve the purchase of Parcel 243, local ge 27 East, for the Conservation 2020 Land Acquisit terms and conditions as set forth in the Agreement for a Board of County Commissioners to sign the purchase authorize the Division of County Lands to handle a suit formally accept the Division of County Lands to handle as a suit formally accept the Division of County Lands to handle as a suit formally accept the Division of County Lands to formally accept the Division of County Lands to formally accept the Division of County Lands the Division of County Lands (Specify) In ACCOMPLISHES: The acquisition of one of Stewardship Advisory Committee (CLASAC) and an accept the Division of County Lands has been as a strain of the Division of County Lands has been as a consisting of 3.92 acres located in Greenbriar Swamp and price for Parcel 243 was \$50,000. However, througed the property for \$17,650, pursuant to the terms acquired to pay for recording of the deed. The Seller will also broker and attorney fees, if any. In FS 125.355, one appraisal was obtained. Stewards a suit of the Account No. 20880030103.506110 (20 - Ci. 203 - Conservation 2020, 506110 - Land Court Register thas Agreement, Affidavit of Interest, Title Report, Accept the Division of County Actorney. IN THE Blue Sheet 20040816 Purchasing or Characts Recommendation. IENT RECOMMENDATIONS: 9 RECOMMENDED Recommendation of the Division Action: VED Other County Actorney Accept Admin. Accept	Agenda Item Summary TED MOTION: UESTED: Approve the purchase of Parcel 243, located in Grigor 27 East, for the Conservation 2020 Land Acquisition Progrems and conditions as set forth in the Agreement for Purchase a Board of County Commissioners to sign the purchase agree authorize the Division of County Lands to handle and acce I IS NECESSARY: The Board must formally accept all real DN ACCOMPLISHES: The acquisition of one of the program authorized the Division of County Lands to handle and approved for 20 Program. MENTAL CATEGORY: 06 DN DISTRICT #: 1 S. REQUIREMENT/PURPOSE: (Specify) X. STATUTE 125 X. OTHEN 125 X. OTHEN 18-19-19-19-19-19-19-19-19-19-19-19-19-19-	Agenda Item Summary TED MOTION: UESTED: Approve the purchase of Parcel 243, located in Greenbriar Sw ge 27 East, for the Conservation 2020 Land Acquisition Program, Project terms and conditions as set forth in the Agreement for Purchase and Sale of ge Board of County Commissioners to sign the purchase agreement; auth authorize the Division of County Lands to handle and accept all documents of the Division of County Lands to handle and accept all documents of the properties recommended by the Conservation Land Acquisition of one of the properties recommended by the Conservation Land Acquisition and Stewardship Advisory ADMIN. A COMINANCE SEQUERMENT/PURPOSE: (Specify) A COMINANCE STATUTE STATUTE STATUTE STATUTE STATUTE SOUND: The Division of County Lands has been authorized by the Board mended by the Conservation Land Acquisition and Stewardship Advisory consisting of 3.92 acres located in Greenbriar Swamp Preserve, further identifying price for Parcel 243 was \$50,000. However, through negotiations, the cell the property for \$17,650, pursuant to the terms and conditions set for equired to pay for recording of the deed. The Seller will be required to pay for recording of the deed. The Seller will be required to pay for attemption of this parcel by CLASAC, staff recommends the Board attemption of this parcel by CLASAC, staff recommends the Board able in Account No. 20880030103.506110 (20 - Capital Projects, 8800 03 - Conservation 2020, 506110 - Land Court Registry) Trichase Agreement, Affidavit of Interest, Title Report, Appraisal Data, Sales 10616, and CLASAC Recommendation. SEINT RECOMMENDATIONS: 9. RECOMMENDED APPROVAL: County County	TED MOTION: UESTED: Approve the purchase of Parcel 243, located in Greenbriar Swamp Preserve in Signe 27 East, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the anterms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; author authorize the Division of County Lands to handle and accept all documentation necessar in authorize the Division of County Lands to handle and accept all documentation necessar. It is NECESSARY: The Board must formally accept all real estate conveyances to Lee Coon ACCOMPLISHES: The acquisition of one of the properties recommended by the Stewardship Advisory Committee (CLASAC) and approved for acquisition on Blue Sheet No20 Program. WENTAL CATEGORY: Is SEQUIREMENT/PURPOSE: (Specify) X STATUTE STAT

This document prepared by Lee County Public Works County Lands Division

Project: Conservation Lands Program, Project 8800

Parcel: 243

STRAP No.: 05-44-27-16-00000.0440

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 PECEMBER, 2004 by and between A.P.E.R. Holding Corporation., a Florida Corporation, hereinafter referred to as SELLER, whose address is 1709 Inlet Drive, Fort Myers, FL 33903, 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 3.92 acres more or less, and located in Lehigh Acres, 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 Seventeen Thousand Six Hundred Fifty and No/100 Dollars (\$17,650.00), 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 \$17,650.00, 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 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.
- 7. **TAXES**: SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.
- 8. DEFECTS IN TITLE AND LEGAL ACCESS: Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make such corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.
- 9. SURVEY: At least 30 days prior to closing, BUYER may provide at BUYER's expense a boundary survey acceptable to BUYER. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. If such survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.
- 10. **ENVIRONMENTAL AUDIT:** At least 30 days prior to closing, BUYER may provide, at BUYER's expense, a Phase I Environmental Site Assessment of the Property. The assessment is to be performed by a consultant listed on Lee County's current environmental contract (see attached Exhibit 'B'), in accordance

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE Page 4 of 6

with local, state, and federal guidelines. 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 5 of 6

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.

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

- 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:
	A.P.E.R. Holding Corporation, a Florida Corporation Liliot Rudich, President
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

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 October 15, 2003. 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.
- 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:
Jeyna Callahon Cunette Kriete	A.P.E.R. Holding Corporation, a Florida Corporation Elliot Rudich, President
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY:	BY:CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	COUNTY ATTORNEY (DATE)

S:\pool\2020\ACQUISIT\250\Purchase Agreement.doc

Exhibit A

Parcel 44, GREENBRIAR, Unit 34, Section 5, Township 44 South, Range 27 East, Lehigh Acres, Florida, according to the map or plat thereof as recorded in Plat Book 27, Page 53, Public Records of Lee County, Florida.

Parcel:

243

STRAP:

05-44-27-16-00000.0440

Project:

Conservation Lands Program, Project 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ____ day of _____, 2004 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

The Name and Address of the Grantor is:

A.P.E.R. Holding Corporation, a Florida Corporation 1709 Inlet Drive Fort Myers, FL 33903

The name(s) and address(es) of every conveyed to Lee County are:				
1. Elliot RUDICH	1709 I	ULET DR	NFT MYERS, FE	१ ६५४०३
, ALEX RODICA				
1. Elliot RUDICH 2. ALEX RUDICH 3. PIPER RUDICH	V	V		
3.				
4.				
5.				
6.				
The real property to be conveyed to	Lee County is kr	nown as: <u>Se</u>	e attached Exhibit A	_•
FURTHER AFFIANT SAYETH N	IAUGHT.			
Signed, sealed and delivered				
in our presences:			(),0	
an meliner		fllet	Inlo	
Witness Signature		Signature of A	^	_
Rim M. Siner		Ellat	RUDICH	
Printed Name		Printed Name	•	_
Francisco Alla	a. es			
Witness Signature	7			
FRACESCA L.M	bures,			
Printed Name	7			

Affidavit of Interest in Real Property Parcel: 243	
STRAP: 05-44-27-16-00000.0440	
Project: Conservation Lands Program,	, Project 8800
STATE OF Florida COUNTY OF Lee	
SWORN TO AND SUBSCRIBED before me Click Parallel (name of person acknowledged) KIM M. SINER MY COMMISSION # DD329233 EXPIRES: June 15, 2008 14003-NOTARY FI. Notary Discount Assoc. Co. (SEAL)	this 17 day of lecomber, 2004 by Kin M. June (Notary Signature)
	kin M Siner
	(Print, type or stamp name of Notary)
	Personally known
	OR Produced Identification
	Type of Identification
S:\r	pool\2020\ACQUISIT\243\Affidavit of Beneficial Interest.doc

Exhibit A

Parcel 44, GREENBRIAR, Unit 34, Section 5, Township 44 South, Range 27 East, Lehigh Acres, Florida, according to the map or plat thereof as recorded in Plat Book 27, Page 53, Public Records of Lee County, Florida.

FUND COMMITMENT

Schedule A

Commitment No.:

1287010

Effective Date:

March 31. 2004 at 5:00 P.M.

Fund File Number 18-2004-1556

Agent's File Reference: 243

1. Policy or Policies to be issued:

December 16,2004

Proposed Amount of Insurance

OWNER'S:

ALTA Owner's Policy (10/17/92).

Not To Exceed \$1,000,000.00

Proposed Insured:

Lee County, a Political Subdivision of the State of Florida

MORTGAGEE:

Proposed Insured:

2. The estate or interest in the land described or referred to in this commitment is a fee simple and title thereto is at the effective date hereof vested in:

Lots of Lots, Inc., a Florida corporation

A.P.E.R. Holding Corp., a Florida Corporation

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

Parcel 44, GREENBRIAR, Unit 33, Section 5, Township 44 South, Range 27 East, Lehigh Acres, according to the map or plat thereof recorded in Plat Book 27, Page 53, Public Records of Lee County, Florida.

AGENT NO.: 27248

ISSUED BY: Law Offices of Joseph M. Madden, Jr. LLC

MAILING ADDRESS:

2222 Second St. Ste. F Ft. Myer, Fl. 33901

Joseph M. Madden, Jr. LLC

Page 1 of

Rev.1.2

STAFF REVIEW

9-10-04 Date

COMPLETE APPRAISAL - SUMMARY REPORT

AUG 3 1 2004

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

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

CLIENT:

Lee County

Department of Public Works, County Lands

P.O. Box 398

Fort Myers, Florida 33902-0398

Attn: Mr. Robert G. Clemens

APPRAISERS:

William E. Stewart, Jr., MAI

STEWART & COMPANY

1919 Courtney Drive, Suite 9

Fort Myers, Florida 33901

Ph: (239) 936-4041, Ext. 13

SUBJECT:

A 3.92 acre vacant parcel identified as Conservation Lands Program, Project 8800, Parcel 243. Owner of record according to the Lee County Property Appraiser's records is Lots of Lot, Inc., 1709 Inlet Drive, Fort Myers, Florida 33903.

1

Stewart &	Company	
	4 -	

LEGAL DESCRIPTION:

Parcel 44, Greenbriar Unit 33, as recorded in Plat Book

27, Page 53, public records of Lee County, Florida.

INTEREST VALUED:

Fee Simple

EFFECTIVE DATE OF VALUE:

August 5, 2004

DATE OF INSPECTION:

August 5, 2004

DATE OF REPORT:

August 25, 2004

MARKET VALUE ESTIMATE:

\$17,650

STEWART & COMPANY, INC.

State-Certified General Appraiser 0000233

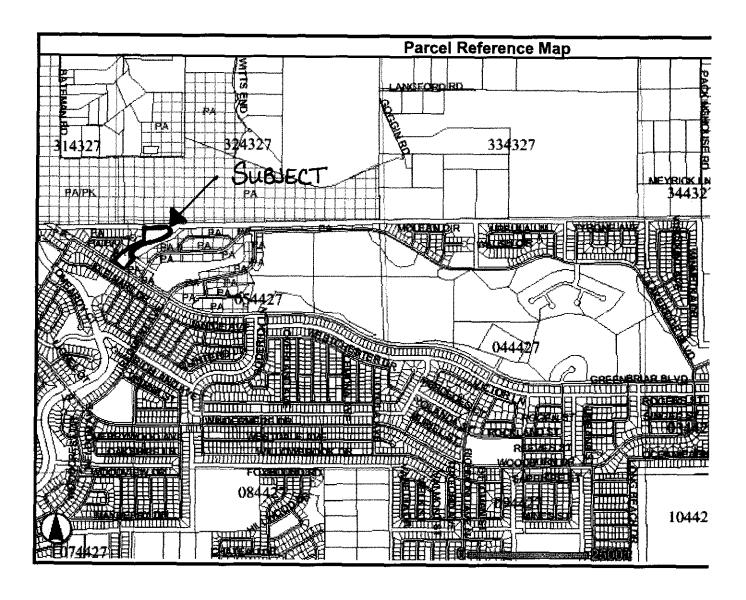
5-Year Sales History

Parcel No. 243

Conservation 2020 Land Acquisition Program, Project, No 8800

Grantor	Grantee	Price	Date	Arms Length Y/N
Lots of Lot, Inc., a Florida Corporation	A.P.E.R. Holding Corp., Inc., a Florida Corporation	\$5,000	11/18/04	N
Chiconarda, Inc., a dissolved Florida Corporation.	Lots of Lot, Inc. a Florida Corporation	\$9,900 (includes other lands)	6/23/03	N

S:\POOL\LANDDFRM\HISTRY.WPD



Lee County Board Of County Commissioners Agenda Item Summary

Blue Sheet No. 20040616

1. REQUESTED MOTION:

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICTS 05

4. AGENDA:

ACTION REQUESTED: Approve the recommendation of the Conservation Lands Acquisition and Stewardship Advisory Committee to pursue for acquisition approximately 3.92 acres in Township 44S, Range 27E, Section 5 in the Greenbriar area of Lehigh Acres and known as Conservation 20/20 Nomination 243. Authorize staff to enter negotiations with the property owners.

<u>WHY ACTION IS NECESSARY</u>: The Board must approve advisory committee recommendations for Conservation 20/20 Program acquisitions and must authorize necessary expenses for the negotiation process.

3. MEETING DATE:

6. REQUESTOR OF INFORMATION

<u>WHAT ACTION ACCOMPLISHES</u>: Begins the negotiation process to buy environmentally sensitive lands needed for native plants and animals, flood control, water quality, water supply, and public use.

5. REQUIREMENT/PURPOSE:

(Specify)

APPE PUBL	NISTRATIVE EALS LIC	X	STATUTORDINA ADMIN. OTHER	NCE _	96-12	A. COMMISSIONER B. DEPARTMENT C. DIVISION BY:	Inde Cou	pendent (by) nty Lands	
WALI				<u> </u>		Karen L	. W. Forsyth	, Director	
7. BACKGROUND: In July 1996, the Board adopted Lee County Ordinance 96-12 and in November 1996, the citizens of Lee County approved the referendum to levy certain millage for the purposes of acquiring and restoring identified environmentally critical or sensitive lands within Lee County. The Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) was formed and has been evaluating land nominations based upon Board approved criteria and parameters.									
attached repo	CLASAC recommends that Conservation 20/20 Nomination 243 be pursued for acquisition for the reasons stated in the attached report. Acquisition of this parcel does not conflict with any transportation, school district, emergency management services or County utility plans. The preliminary title research has been completed and no substantial title problems were found.								
Ordinance 96 environmenta given project. with the letter Engineers (Ju	CLASAC continues to recognize the potential for off-site mitigation credits in recommended parcels, as required by Ordinance 96-12. However, mitigation credits may not necessarily be obtained for each acquisition due to the specific environmental resource type, condition and/or location of off-site mitigation desired by the regulatory agencies for any given project. Award of any credits will be made at the time when County projects apply for them. This is consistent with the letter opinions from the South Florida Water Management District (June 17, 1996) and the U.S. Army Corps of Engineers (June 27, 1997). Funds to process and purchase Nomination 243 will come from Account No. 20-8800-30103.506110.								
	ENT RECOMME						, , , , , , , , , , , , , , , , , , , 		
			9. <u>RE</u> C	COMMENDE	D APPRO	DVAL:			
A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney		F Budget Services		G County Manager	
K. Forwald			SIN SIN	Jh. J S-Ro4 5-Ro4	OA 1600/80	THE STATE OF	190 318 e4	13/18/04	
10. COMMISS	ION ACTION:	_ APPROVEI _ DENIED _ DEFERRED OTHER	po	Justi Car	Rec. by C Date: 5// Time: 3 \ Forwarded	110 20 pm To:	RECEIVED COUNTY A 5/87 1/10 cm COUNTY A PORWARD	ADMIN: OF OY SL7 DMIN IV ED TO:	
S:\POOL\CONS	S2020\NOMFILE	S\243\243 BS a	approval to	o Pursue.doc	5/18/04	11:00 cm	10%	74	