

**Lee County Board of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20020368**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the purchase of Parcel 174, in Section 26, Township 43 South, Range 25 East, located south of Bayshore Road and east of McSpadden Road in North Fort Myers, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$78,500.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the purchase agreement; authorize payment of necessary fees and costs to close, authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**WHY ACTION IS NECESSARY:** 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 Acquisition and Stewardship Advisory Committee and approved for acquisition on Blue Sheet No. 20010726 for Conservation 2020 Program.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 4 *ABA*

**3. MEETING DATE:**  
*05-21-2002*

**4. AGENDA:**  
 CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC  
 WALK ON  
**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**  
 (Specify)  
 STATUTE  
 ORDINANCE *96-12*  
 ADMIN.  
 OTHER *Blue Sheet No. 20010726*

**6. REQUESTOR OF INFORMATION**  
 A. COMMISSIONER  
 B. DEPARTMENT *Independent*  
 C. DIVISION *County Lands*  
 BY: *Karen L. W. Forsyth, Director*

**7. BACKGROUND:** This acquisition consists of the fee interest in Parcel 174, further identified as STRAP No. 26-43-25-01-00002.0000. This 19.62 acre parcel is located south of Bayshore Road and east of McSpadden Road in North Fort Myers, adjacent to Conservation 2020 Parcel 108 and is zoned AG-2.

The owner of Parcel 174, Wesley E. Higgins, Trustee, of the Lucy Merriet Higgins Testamentary Trust, u/w dated February 29, 2000, was originally asking \$100,000 for the property. However, due to negotiations, the owner has now agreed to sell the property to the County for \$78,500. The County is responsible for a survey, an environmental audit, and recording of the deed. The Seller, at their expense, is to pay documentary stamps, title insurance fees, real estate broker and attorney fees, if any.

A copy of the appraisal dated January 30, 2002, performed by Stewart & Company, is attached.

Considering the recommendation of this parcel by CLASAC, staff recommends the Board approve Requested Motion.

Funds are available in Account No. 20880030103.506110.30

- 20 - Capital Projects
- 8800 - Conservation 2020
- 301 - Capital Improvements
- 03 - Conservation 2020
- 506110 - Land and Court Registry
- 30 - Construction

**ATTCHMENTS**

- Purchase Agreement
- Affidavit of Interest
- Title Commitment
- Personal Representative Release & Certificate of Distribution of Real Property
- Public Records Name Search
- Appraisal Letter
- Sales History
- Property Appraisers Map

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>BAO 4/26</i>	<i>Wesley E. Higgins 4-29-02</i>	<i>4-29-02</i>	<i>4/29/02</i>	<i>4/29</i>	<i>4-29-02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
 Date: *4/26/02*  
 Time: *2:45pm*  
 Forwarded To: *Co. Admin. 4-28-02 9:01*

RECEIVED BY  
 COUNTY ADMIN.  
*4/29 9:00*  
 COUNTY ADMIN.  
 FORWARDED TO:  
*4/30 12:00*

This document prepared by  
Lee County Public Works  
County Lands Division  
Project: **Conservation Lands Program, Project 8800**  
Parcel: 174  
STRAP No.: 26-43-25-01-00002.0000

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 26 day of MARCH, 2002 by and between Wesley E. Higgs as trustee of the Lucy Merriet Higgins Testamentary Trust, u/w dated February 24, 2000, hereinafter referred to as SELLER, whose address is 5317 Deland Court, Cape Coral, Florida 33904, 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 19.62 acres more or less, and located at 16850 McSpadden Road, North Fort Myers, Florida 33917 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 Seventy Eight Thousand Five Hundred and No/100 Dollars (\$78,500.00), 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 and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

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

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

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

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

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

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

9. **SURVEY:** At least 30 days prior to closing, SELLER is to provide at ~~SELLER'S~~<sup>BUYER'S</sup> 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:** BUYER may perform or have performed, at BUYER'S expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing

condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

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

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

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.~~ *WLF*

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

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

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

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

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:**

*[Handwritten Signature]*  
*[Handwritten Signature]*

*Wesley E. Higgins 3-26-02*  
Wesley E. Higgins as (DATE)  
Trustee of the Lucy Merriet  
Higgins Testamentary Trust, u/w  
dated February 24, 2000

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 \$78,500.00 is based upon a stated acreage by SELLER of 19.62 acres. Said acreage shall be verified by the boundary survey obtained by ~~SELLER~~<sup>BUYER</sup> pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than 19 acres the purchase price will be adjusted downwards accordingly at the agreed per acre price.

2. SELLER warrants that the property is in substantially the same condition as existed when the application for the nomination of the property for the Conservation Land Program Project was received on November 14, 2000. 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 BUYERS 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.

3. BUYER intends to purchase this property as part of the Conservation 2020 project. The purpose of this project is preservation and conservation of environmentally sensitive and desirable property. The existence of severed oil, gas and mineral rights conflicts with the BUYER's purpose. Therefore, BUYER will deem the existence of oil, gas and mineral rights or leases in a third party as a defect in the chain of title. SELLER agrees to clear or obtain releases for each of these separate oil, gas and mineral rights or leases. In the alternative, SELLER agrees to provide a title commitment and title insurance owner's policy that does not list the separate oil, gas and mineral rights or leases as an exception or otherwise exclude these rights or leases from coverage. If SELLER fails to have the separate rights or leases released of record, or if the title commitment and owner's title insurance policy provided by SELLER excludes the separate rights or leases from coverage, as stipulated in Paragraph 8 of the Agreement, BUYER may elect to accept the property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

4. ~~SELLER, at their expense, are to remove all concrete slabs, pilings, and foundations, clean up areas where removal takes place, and dispose of said items and refuse off site in accordance with Governmental regulations.~~ SELLER is also responsible for the removal of any waste piles, to include, but not limited to, abandoned vehicles, old tires, farm machinery and equipment, or household appliances.

5. All terms set forth in Item(s) 3 of the Special Conditions will survive the closing of this transaction.

6. Prior to closing, SELLER is responsible, at SELLER's expense, to clear up any encroachments including rebuilding or moving fences to the surveyed lines.

WITNESSES:

*Ham Nil*  
*Sty De*

*Wesley E. Higgins 3-26-02*  
SELLER: Wesley E. Higgins (Date) as Trustee of the Lucy Merriett Higgins Testamentary Trust, u/w dated February 24, 2000

CHARLIE GREEN, CLERK

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

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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



EXHIBIT "A"

Land located in the County of Lee, State of Florida and described as follows:

Lots 2 and 3, McSpaddens Acres, according to the map or plat thereof, on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 6, Page 26; **TOGETHER** with ingress/egress easement as described in 2349, Page 2940, Official Records of Lee County, Florida.

Parcel: 174  
STRAP: 26-43-25-01-00002.0000  
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 12 day of APRIL, 2022 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:

Wesley E. Higgins, as Trustee of the Lucy Marriet Higgins Testamentary Trust,

u/w dated February 24, 2000, 5317 Delano Court, Cape Coral, FL 33904

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. Sara E. Buffer 11265 Ranchette Road Fort Myers, FL 33912
2. Stefanie A. Buffer 11265 Ranchette Road Fort Myers FL 33912
3. Kurt A. Wahlberg 3194 Carriage Circle Naples, FL 34105
4. Megan N. Wahlberg 3194 Carriage Circle Naples FL 34105
5. Robert C. Higgins 977 Orange Blossom Lane N. Ft. Myers FL 33913
6. Fredrick W Higgins 977 Orange Blossom Lane N. Ft. Myers FL 33913

continued on reverse

The real property to be conveyed to Lee County is known as: See attached Exhibit "A"  
a/k/a Strap #26-43-25-01-00002.0000

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Karen Cartland  
Witness Signature

KAREN CARTLAND  
Printed Name

Wesley E. Higgins  
Signature of Affiant

Wesley E. Higgins  
Printed Name

Josh A. Smith  
Witness Signature

LISA L. BARBE  
Printed Name

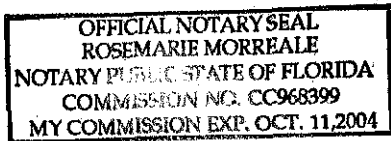
Affidavit of Interest in Real Property  
Parcel: 174  
STRAP: 26-43-25-01-00002.0000  
Project: Conservation Lands Program, Project No. 8800

STATE OF Florida  
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 12<sup>th</sup> day of April, 2002 by Wesley E Higgin  
(name of person acknowledged)

Rosemarie Morreale  
(Notary Signature)

(SEAL)



ROSEMARIE MORREALE

(Print, type or stamp name of Notary)

Personally known \_\_\_\_\_  
OR Produced Identification ✓  
Type of Identification FL D/C

EXHIBIT "A"

Land located in the County of Lee, State of Florida and described as follows:

Lots 2 and 3, McSpaddens Acres, according to the map or plat thereof, on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 6, Page 26; **TOGETHER** with ingress/egress easement as described in 2349, Page 2940, Official Records of Lee County, Florida.

Rec 1174; Cons 2020

ISSUED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE



**Commonwealth**  
A LANDAMERICA COMPANY

COMMITMENT NUMBER  
864-0006012

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of 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 120 days after the effective date hereof or when the policy or policies committed for shall be issued, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the company.

In Witness Whereof, the said Company has caused its Corporate Name and Seal to be hereunto affixed; this instrument, including Commitment, Conditions and Stipulations attached, to become valid when countersigned on Schedule A by an Authorized Officer or Agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

*Wm. Chadwick Perrine*

Secretary



By:

*Janet A. Alpert*

President

SCHEDULE A

Our File No: TC-F11101  
Agent No. 12-40247

Commitment No. 864-0006012

Effective Date of Commitment: 05/18/2001 @ 8:00 AM

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

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:

THE ESTATE OF L. MERRIET HIGGINS, A/K/A LUCY M. HIGGINS

*SEE DISCHARGE & DISTRIBUTION ATTACHED.*

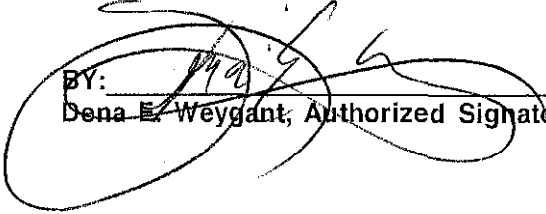
4. The land referred to in this Commitment is located in the County of LEE, State of Florida and described as follows:

Lots 2 and 3, MCSPADDENS ACRES, according to the map or plat thereof, on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 6, Page 26, TOGETHER WITH EASEMENT AS DESCRIBED IN OFFICIAL RECORDS/REGISTRY

TRI COUNTY TITLE INSURANCE AGENCY, INC.  
8660 College Parkway #200  
Fort Myers, Florida 33919  
941-437-3144  
Countersigned and Validated

*RECORDS OF BOOK 2349, PAGE 2943  
OFFICIAL RECORDS OF LEE  
COUNTY, FLORIDA.*

*SEE EXHIBIT "A"  
OF P.A.*

BY:   
Dena E. Weygant, Authorized Signatory

TC F11101  
COMMITMENT NO. 864-0006012  
AGENT NO. 12-40247

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. Warranty Deed executed by WESLEY E. HIGGINS, Individually and as Trustee of THE LUCY MERRIET HIGGINS Testamentary Trust, U/W DTD 2/25/2000 and WESLEY E. HIGGINS, as Personal Representative of THE ESTATE OF L. MERRIET HIGGINS A/K/A LUCY M. HIGGINS, Deceased in favor of LEE COUNTY, a political subdivision of the State of Florida to convey the subject property.

*Per Rep Release  
OK 3430/3113  
Has 2/29/00 as  
date of Trust*

TC F11101  
COMMITMENT NO. 864-0006012  
AGENT NO. 12-40247

**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 2000 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 2001 and subsequent years, which are not yet due and payable. Strap # 26-43-25-01-00002.0000 . 2000 taxes are paid in the amount of \$2,076.24.

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

3. Right-of-Way Easement to Lee County Electric Co-Operative, Inc.



as recorded in OR Book 468, Page 318, of the Public Records of Lee County, Florida.✓

4. Easement Agreement as recorded in OR Book 2349, Page 2943, 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.

Twenty year name search of LEE COUNTY, a political subdivision of the State of Florida included in this report.

Home | New Search |

VERIFIED AS OF 04/11/2002

Search Results

Page 1

\* Designates From Party Records In Color: Not Verified Record, Replaced Record, Correction Record  
 party name for document detail

Click

Party Name	Date	Type	Book	Page	Legal Description	File No.	Status	Fl:
* HIGGINS L MERRIET ESTATE	06/13/2001	PRB	3430	3113	STRAP# 26-43-25-01-00002.0000,ETC	5159103	V	SUBJECT
* HIGGINS LORNE W + JEAN MARIE	04/02/2002	M	3613	4342	L3,B50,U12,COUNTRY CLUB ESTATES	5403854	V	
* HIGGINS LUCY M ESTATE	06/13/2001	PRB	3430	3113	STRAP# 26-43-25-01-00002.0000,ETC	5159103	V	SUBJECT
* HIGGINS LUCY MERRIET TESTAMENTARY TRUST	06/20/2001	D	3435	3836	L33,TWIN BROOK TRAILER VILLAGE,ETC	5166498	V	
* HIGGINS LUCY MERRIET TRUST	06/13/2001	PRB	3430	3113	STRAP# 26-43-25-01-00002.0000,ETC	5159103	V	SUBJECT
* HIGGINS LUCY MERRIET TRUST	06/20/2001	AFF	3435	3833	TRUSTEE,OR3435/3832 L 35, TWIN BROOK TRAILER VILLAGE	5166497	V	

VERIFIED AS OF 04/11/2002

Search Results

Page 1

\* Designates From Party      Records In Color: Not Verified Record, Replaced Record, Correction Record      Click  
party name for document detail

Party Name	Date	Type	Book	Page	Legal Description	File No.	Status	Flag
* HIGGINS WESLEY E	06/13/2001	PRB	3430	3113	STRAP# 26-43-25-01-00002.0000,ETC	5159103	V	SUBJECT
* HIGGINS WESLEY E	06/20/2001	AFF	3435	3833	TRUSTEE,OR3435/3832 TWIN BROOK TRAILER VILLAGE L-33+34	5166497	V	
* HIGGINS WESLEY E PER REP	06/13/2001	PRB	3430	3113	STRAP# 26-43-25-01-00002.0000,ETC	5159103	V	SUBJECT
* HIGGINS WESLEY E TRUSTEE	06/13/2001	PRB	3430	3113	STRAP# 26-43-25-01-00002.0000,ETC	5159103	V	SUBJECT
* HIGGINS WESLEY ERVIN + SHERRIE LEE	06/20/2001	AFF	3435	3832	TRUSTEE,L35,TWIN BROOK TRAILER VILLAGE UNREC	5166496	V	
* HIGGINS WESLEY ERVIN + SHERRIE LEE	06/20/2001	D	3435	3836	L33,TWIN BROOK TRAILER VILLAGE,ETC	5166498	V	
* HIGGINS WESLEY ERVIN TRUSTEE	06/20/2001	AFF	3435	3832	TRUSTEE,L35,TWIN BROOK TRAILER VILLAGE UNREC	5166496	V	
* HIGGINS WESLEY ERVIN TRUSTEE	06/20/2001	D	3435	3836	L33,TWIN BROOK TRAILER VILLAGE,ETC	5166498	V	

Wesley E. Higgins  
5317 Delano Court  
Cape Coral, FL 33904

941-540-3223

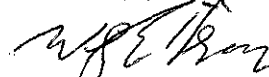
July 26, 2001

Lynda Riley, Conservation Lands Program Coordinator  
Lee County Division of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398

Dear Lynda,

Conservation 2020 property #174 has been transferred to trust in order to close the estate.  
I have enclosed a copy of the distribution. This does NOT change the offer to sell. Please let me  
know if you need any additional information.

Sincerely yours,



Wesley E. Higgins

**RECEIVED**  
JUL 30 2001  
**COUNTY LANDS**

IN THE CIRCUIT COURT FOR UNION COUNTY,  
FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

L. MERRIET HIGGINS  
a/k/a LUCY M. HIGGINS

File No. 2000 CP 06

Deceased.

Recorded OR Book 170  
Page 188  
on July 17, 2001

### ORDER OF DISCHARGE

On the Petition of WESLEY E. HIGGINS, as the Personal Representative of the Estate of L. MERRIET HIGGINS a/k/a LUCY M. HIGGINS, deceased, the Court finding that the Estate has been properly distributed, that claims of creditors have been paid or otherwise disposed of, that the tax imposed by Chapter 198 of the Florida Statutes, if any, has been paid, and that the Personal Representative herein should be discharged, it therefore is

ADJUDGED that the Personal Representative is hereby discharged, and the surety on the Personal Representative's Bond, if any, is released from further liability, and this Estate is closed.

ORDERED this 11 day of July, 2001.

ORIGINAL SIGNED BY  
JUDGE STAN R. MORRIS  
CIRCUIT JUDGE

\_\_\_\_\_  
CIRCUIT COURT JUDGE

Conformed Copy To:

Richard M. White, Jr., Esquire

**PERSONAL REPRESENTATIVE'S RELEASE  
AND CERTIFICATE OF DISTRIBUTION OF REAL PROPERTY**

**Estate of L. MERRIET HIGGINS, a/k/a LUCY M. HIGGINS**

**Exhibit "A"**

**Legal Descriptions:**

Parcel #26-43-25-01-00002.0000:

Lots 2 and 3, of that certain subdivision known as McSPADDENS ACRES, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 6, at page 26.

Parcel #31-43-25-05-00000.0340:

Lot 34 of TWIN BROOK TRAILER VILLAGE, an unrecorded plat being a replat of TWIN BROOK ESTATES, according to the plat thereof recorded in Plat Book 8, Page 14, Public Records of Lee County, Florida, further described as follows:

Beginning at the Northwest corner of Section 31, Township 43 South, Range 25, East, being also the Northwest Corner of Lot 1, TWIN BROOK ESTATES; thence run East 250 feet to the Point of Beginning; thence continue East 50 feet; thence South 82 feet; thence West 50 feet; thence North 82 feet to the Point of Beginning.

Parcel #31-43-25-05-00000.0330:

Lot 33 of TWIN BROOK TRAILER VILLAGE, an unrecorded plat, being a replat of TWIN BROOK ESTATES, according to the plat thereof recorded in Plat Book 8, Page 14, Public Records of Lee County, Florida, further described as follows: Beginning at the Northwest corner of Section 31, Township 43 South, Range 25 East, being also the northwest corner of Lot 1, TWIN BROOK ESTATES; thence run East 300 feet to the Point of Beginning; thence continue East 50 feet; thence South 82 feet; thence West 50 feet; thence North 82 feet to the Point of Beginning.

Recorded 6/13/01  
4/10/01

FORM NO. 1001 (REV. 10-1-99)

INSTR # 5159103  
OR BK 03430 PG 3113

RECORDED 06/13/01 08:51 AM  
CHARLIE GREEN CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 10.50  
DEPUTY CLERK J Miller

RECORD AND RETURN TO: PREPARER

THIS INSTRUMENT PREPARED BY:

Richard M. White, Jr., Esq.  
113 Northeast 16th Avenue  
Gainesville, FL 32601  
(352) 372-1011 / FAX: 372-1023

(For Recording Use)

**PERSONAL REPRESENTATIVE'S RELEASE  
AND CERTIFICATE OF DISTRIBUTION OF REAL PROPERTY**

THE UNDERSIGNED, WESLEY E. HIGGINS, whose post office address is 1858 Morrill Street, Apt. 2, Sarasota, FL 34236, as the Personal Representative of the Estate of L. MERRIET HIGGINS a/k/a LUCY M. HIGGINS, deceased, hereby acknowledges that title to the real property located in Lee County, Florida, owned by the Decedent at the time of death, described as follows:

Real estate located at 16850 McSpadden Road, North Fort Myers, FL (Tax Parcel #26-43-25-01-00002.0000); 733 Higgins Road, North Fort Myers, FL (Tax Parcel #31-43-25-05-00000.0340); and 737 Higgins Road, North Fort Myers, FL (Tax Parcel #31-43-25-05-00000.0330), more specifically described on attached Exhibit "A".

Property Appraiser's Identification Numbers 26-43-25-01-00002.0000, 31-43-25-05-00000.0340, and 31-43-25-05-00000.0330 (the "Property"), vested in WESLEY E. HIGGINS as Trustee of the LUCY MERRIET HIGGINS TESTAMENTARY TRUST, U/W DTD 2/29/2000, whose Federal taxpayer number is 65-6330594, and whose address is 1858 Morrill Street, Apt. 2, Sarasota, FL 34236 (the "Beneficiary") by operation of law as of the date of the Decedent's death pursuant to Florida law as will more fully appear from the proceedings in the Circuit Court of Union County, Florida, Probate Division, in File No. 2000-CP-06, subject to rights of the Personal Representative Under Section 733.607 and 733.608 of the Florida Probate Code to take possession or control of the Property, or to use, sell, encumber or otherwise exercise control over the Property (1) for the payment of devises, debts, family allowance, estate and inheritance taxes, claims, charges, and expenses of administration, (2) to enforce contribution and equalize advancement, or (3) for distribution.

Having determined that the Property is not needed for any of the foregoing purposes, except distribution, and that the Property should be released and distributed to the Beneficiary, the Personal Representative hereby releases the Property from all rights and powers of the Personal Representative and acknowledges that the Property is vested in WESLEY E. HIGGINS as Trustee of the LUCY MERRIET HIGGINS TESTAMENTARY TRUST, U/W DTD 2/29/2000, free of all rights of the Personal Representative.

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the Estate of L. MERRIET HIGGINS a/k/a LUCY M. HIGGINS, deceased has executed this instrument on the 21 day of May, 2001.

Executed in the presence of:

Maureen Belcher

Printed: Maureen Belcher

Nancy Perry

Printed: NANCY PERRY

Wesley E. Higgins

WESLEY E. HIGGINS  
As Personal Representative of  
the Estate of L. MERRIET HIGGINS  
a/k/a LUCY M. HIGGINS, deceased

STATE OF FLORIDA :  
: SS  
COUNTY OF SARASOTA :

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of May, 2001, by WESLEY E. HIGGINS, as Personal Representative of the Estate of L. MERRIET HIGGINS a/k/a LUCY M. HIGGINS, deceased, who is personally known to me.

My commission expires:

**MARY HARRIS**  
Notary Public, State of Florida  
My comm. expires Mar. 04, 2005  
No. 00006055

Mary Harris  
Notary Public, State of Florida

IN THE CIRCUIT COURT FOR UNION COUNTY,  
FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

File No.: 00-06 CP

L. MERRIET HIGGINS, a.k.a.  
LUCY M. HIGGINS,

Division: PROBATE

Deceased.

~~FILED & RECORDED  
MAY 1 2000  
80 APR 27 AM 7:41  
REGINA H. PARRISH  
CLERK OF COURT  
UNION COUNTY, FL.~~

DOMINIC - R PM 1:43  
REGINA H. PARRISH  
CLERK OF COURT  
UNION COUNTY, FL.

**LETTERS OF ADMINISTRATION**  
(Single Personal Representative)

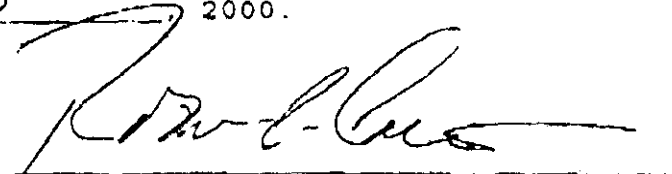
TO ALL WHOM IT MAY CONCERN:

WHEREAS, L. MERRIET HIGGINS, a.k.a. LUCY M. HIGGINS, a resident of Lake Butler, Union County, Florida, died on February 27, 2000, owning assets in the State of Florida, and

WHEREAS, WESLEY E. HIGGINS has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare WESLEY E. HIGGINS duly qualified under the laws of the State of Florida to act as personal representative of the estate of L. MERRIET HIGGINS, a.k.a. LUCY M. HIGGINS, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED on May 3 2000.

  
Circuit Judge

Conformed Copy To:

T. Allen Crouch, Esquire

A Certified True Copy,  
Regina H. Parrish  
Clerk of Circuit Court  
Union County, Florida  
By Regina H. Parrish D.C.



# STAFF REVIEW

2-6-02

**Date**

## COMPLETE APPRAISAL - SUMMARY REPORT

*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:**

Robert G. Clemens  
Acquisition Program Manager  
Department of Public Works  
Division of County Lands  
LEE COUNTY, FLORIDA  
P. O. Box 398  
Fort Myers, Florida 33902-0398

**APPRAISERS:**

William E. Stewart, Jr., MAI  
STEWART & COMPANY  
1919 Courtney Drive, Suite 9  
Fort Myers, Florida 33901

**SUBJECT:**

Project #8800, Parcel #174  
Located approximately one-quarter mile south of  
Bayshore Road, adjacent to and west of the Upriver  
Campground RV Park, North Fort Myers, Florida.

**RECEIVED**  
FEB - 1 2002

**COUNTY LANDS**

LEGAL DESCRIPTION:

The subject property is legally described as follows:  
Lots 2 and 3, McSpadden Acres as recorded in Plat  
Book 6, Page 26, public records of Lee County,  
Florida.

INTEREST VALUED:

Fee Simple

EFFECTIVE DATE OF VALUE:

January 30, 2002

DATE OF INSPECTION:

January 30, 2002

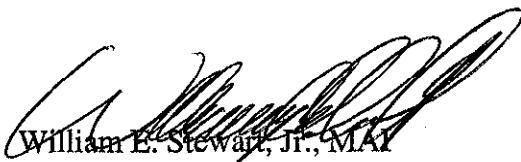
DATE OF REPORT:

February 1, 2002

MARKET VALUE ESTIMATE:

\$78,500

STEWART & COMPANY



William E. Stewart, Jr., MAI

State-Certified General Appraiser 0000233

# 5-Year Sales History

Parcel No. 174

Conservation 2020 Lands Program , Project  
No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N

**NO SALES in PAST 5 YEARS**

**NEWS-PRESS**

Published every morning - Daily and Sunday  
Fort Myers, Florida

**Affidavit of Publication**

RECEIVED  
APR 19 2002

COUNTY LANDS

STATE OF FLORIDA  
COUNTY OF LEE

Before the undersigned authority, personally appeared  
**Kieanna Henry**  
who on oath says that he/she is the  
**Asst. Legal Clerk** of the News-Press, a daily newspaper,  
published at Fort Myers, in Lee County, Florida; that the  
attached copy of advertisement, being a  
**Display**  
in the matter of **Notice of Public Hearing**  
in the \_\_\_\_\_ Court  
was published in said newspaper in the issues of  
**April 18, 2002**

Affiant further says that the said News-Press is a paper of general circulation daily in Lee, Charlotte, Collier, Glades and Hendry Counties and published at Fort Myers, in said Lee County, Florida and that said newspaper has heretofore been continuously published in said Lee County, Florida, each day, and has been entered as a second class mail matter at the post office in Fort Myers in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of the advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Kieanna Henry*

Sworn to and subscribed before me this

18<sup>th</sup> day of April 2002 by

**Kieanna Henry**

personally known to me or who has produced

as identification, and who did or did not take an oath.

Notary Public

*Brenda Leighton*

Print Name \_\_\_\_\_

My commission Expires:

**LEE COUNTY**  
**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on the 21st day of May, 2002 at 9:30 AM in the County Commissioners Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, a public hearing will be held to consider the purchase of a tract of land for the Conservation 2020 Project pursuant to Florida Statute 125.355. The property is described as Parcel 174, Conservation 2020 Land Acquisition Program identified by being all of Shop Number 26-43-25-01-00002-0000. The seller is the Lucy Merrick Higgins Testamentary Trust.

The proposed purchase agreement may be inspected or copied during regular business hours at the Public Resources Office located in the Courthouse Administration Building, 2115 Second Street, Fort Myers, Florida.

Interested parties may be heard regarding the proposed acquisition. Anyone wishing to appeal a decision made by the Board will need to ensure that a verbatim record of the proceedings is made.

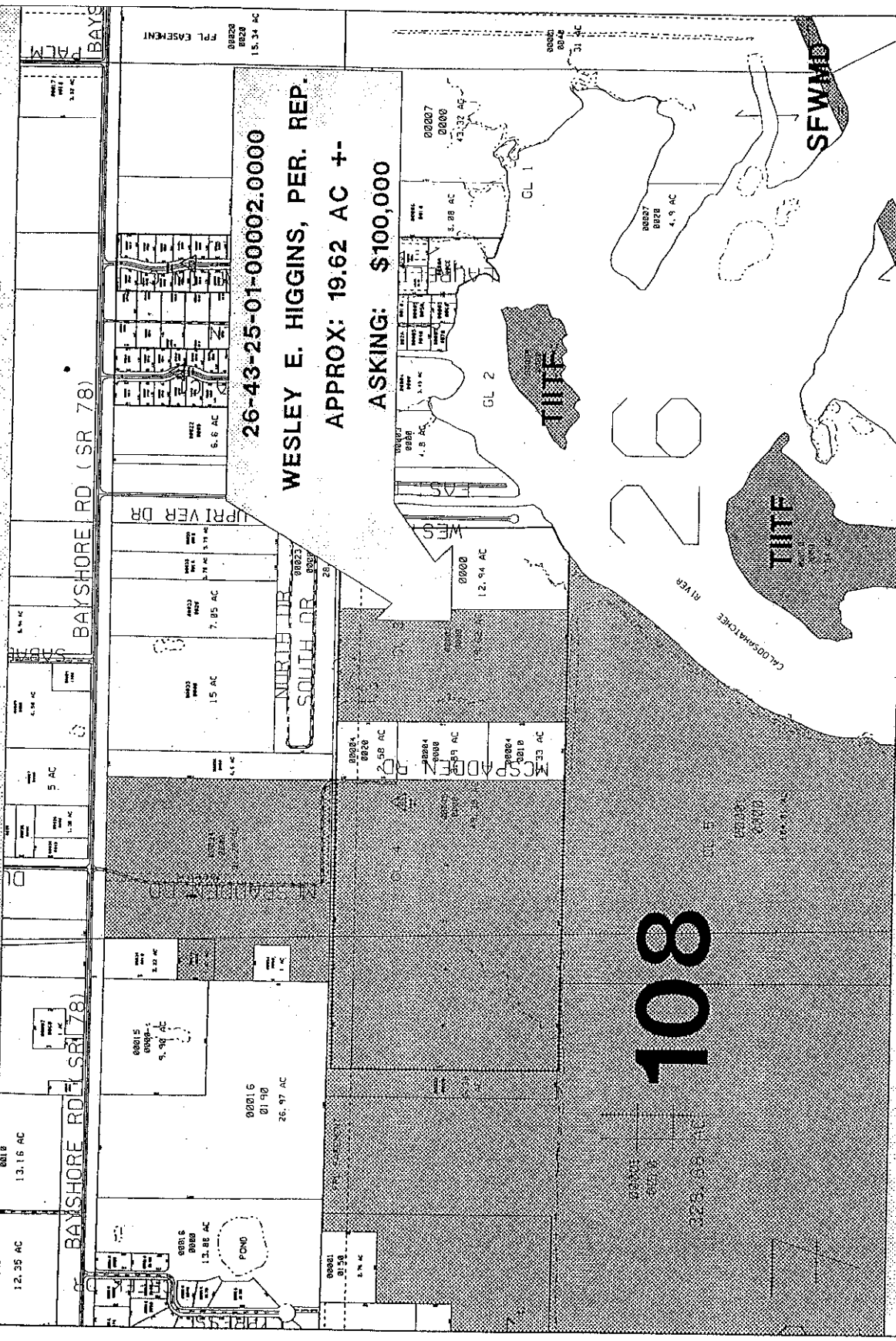
PO Sekulski  
REF:DO41802-86

BOARD OF LEE COUNTY COMMISSIONERS



Brenda Leighton  
MY COMMISSION # CCR008905 EXPIRES  
February 14, 2003  
BONDED THRU TROY FAIN INSURANCE, INC.

# CONSERVATION 2020 PROGRAM



26-43-25-01-00002.0000  
WESLEY E. HIGGINS, PER. REP.  
APPROX: 19.62 AC +-  
ASKING: \$100,000

# 108

## NOMINATION #174

**CONSERVATION 2020 PROGRAM  
NOMINATION 174**

**OWNER:** L. Merriet Higgins  
**NOMINATOR:** Wesley E. Higgins  
**STRAP NUMBER:** 26-43-25-01-00002.0000  
**SIZE:** ± 20 Acres  
**ASKING PRICE:** \$100,000 (\$5,000 per acre)

**LOCATION:**

North Fort Myers area - approximately 1,300 feet south of Bayshore Road (S.R. 78) and 350 feet east of McSpadden Road.

**CONTIGUITY:**

Contiguous to 1,115 acres acquired by Conservation 2020 Program that are located on the north bank of the Caloosahatchee River and bisected by I-75 (Site 108).

**IMPORTANCE TO FLORA AND FAUNA:**

Three native plant communities are present: oak hammock, pine flatwoods, and leather fern marsh. The wetlands along the Caloosahatchee River provide habitat for wading birds and ospreys (both wide ranging species). Two pine flatwood ridges, containing large, mature pines provide potential nesting habitat for great horned owls and eagles.

**IMPORTANCE TO WATER RESOURCES:**

This property is vulnerable to storm flooding. It is located within the Tropical Storm Surge Zone and Coastal High Hazard Area. The property serves as a natural surface water flow-way for a small watershed. It provides floodplain protection for the downstream segment of the flow-way and small watershed. The parcel provides an outfall for road runoff from State Route 78. Water quality benefits are provided by the wetlands through surface water filtration.

**LAND MANAGEMENT AND RECREATIONAL USE POTENTIAL:**

The property is accessible for land management via a 60-foot easement from the privately-maintained McSpadden Road.

**CURRENT LAND USE:**

The property is vacant. There is an abandoned orchard that is succeeding to native pines and oaks. A developed trailer park is located to the north and northeast. Agricultural uses occur to the west. Wetlands are located on the south and southeast.

**DEVELOPMENT STATUS:**

The Future Land Use Map categorizes the uplands for "Rural" land uses. There are no development orders or an agricultural exemption. The current zoning is "AG-2".

**SECONDARY REVIEW  
NOMINATION 174**

<b>CRITERIA</b>		<b>SCORE</b>		<b>COMMENTS</b>
<b>A. SIZE AND CONTIGUITY</b>				
<b>1. Size of Property</b>				
a.	≥ 500 acres	6		
b.	400 to < 500 acres	5		
c.	300 to < 400 acres	4		
d.	200 to < 300 acres	3		
e.	100 to < 200 acres	2		
f.	50 to < 100 acres	1		
g.	< 50 acres	0	0	20 acres
<b>2. Contiguous to:</b>				
a.	Coastal waters/sovereignty submerged lands	4		
b.	Existing preserve area, c.e., wrma or refuge	4	4	Contiguous to Site 108 on south border.
c.	Preserve areas officially proposed for acquisition	2		
<b>B. HABITAT FOR PLANTS AND ANIMALS</b>				
<b>1. Native Plant Cover</b>				
a.	≥ 75 % of the property has native plant cover	8		
b.	50% to < 75% has native plant cover	4	4	The abandoned orchard is succeeding to pines and oaks, with the exotics being confine to the wetland areas at approximately 40%.
c.	25% to < 50% has native plant cover	2		
d.	< 25% has native plant cover	0		
<b>2. Significant for wide-ranging species</b>				
	Par Panther Habitat, wetlands, ponds, grass lands, etc.	2	2	Wetlands along Caloosahatchee River provide habitat for wading birds and ospreys (wide ranging species). Two pine flatwood ridges, containing large mature pines, provide potential nesting habitat for great horned owls and eagles.
<b>3. Rare and Unique Uplands</b>				
a.	Scrub, hammock, old growth pine	2		
b.	Mature, second growth pine flatwood	1	1	Second growth pine flatwoods
<b>4. Diversity</b>				
a.	5 or more FLUCCS categories	2		
b.	3 or 4 FLUCCS native plant community categories	1	1	Oak hammock, pine flatwoods, leather fern marsh
c.	2 or less FLUCCS native plant community categories	0		

**SECONDARY REVIEW  
NOMINATION 174**

<b>C. SIGNIFICANCE FOR WATER RESOURCES</b>			<b>COMMENTS</b>		
<b>1. Serves or can serve as flow-way</b>					
	<b>a.</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	<b>4</b>		
	<b>b.</b>	Site contains flow-way, through tributary, medium size watershed, or just a portion of system/one side of conveyance, may not be identified in study	<b>3</b>		
	<b>c.</b>	Same as b., smaller watershed, not as defined, disconnected	<b>2</b>	<b>2</b>	Flow-way south end of property for small watershed, one side of conveyance
	<b>d.</b>	Site conveys runoff, minimal area	<b>1</b>		
	<b>e.</b>	Site provides no conveyance of surface water	<b>0</b>		
	<b>f.</b>	Add 2 points if conveyance is natural (not man-made)	<b>+2</b>	<b>1</b>	Partially natural system
<b>2. Strategic to Flood Management</b>					
	<b>a.</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	<b>4</b>		
	<b>b.</b>	Same as a., portion of floodway (one side) or within floodplain	<b>3</b>		
	<b>c.</b>	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	<b>2</b>	<b>2</b>	Floodplain protection for downstream segment of flow-way, small watershed, outfall for road
	<b>d.</b>	Small watershed, minimal flooding	<b>1</b>		
	<b>e.</b>	No significant flood issues	<b>0</b>		
<b>3. Protect a water supply source.</b>					
	<b>a.</b>	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamiami Aquifer and also within area of current or proposed wellfield development	<b>2</b>		
	<b>b.</b>	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	<b>1</b>		
	<b>c.</b>	No recharge or potential water supply opportunities	<b>0</b>	<b>0</b>	No significant recharge or water supply source
<b>4. Offset Damage to or Enhance Water Quality.</b>					
	<b>a.</b>	Presence of wetland, retention, or lake that is currently providing water quality benefits	<b>2</b>	<b>2</b>	Wetlands provide water quality benefits from
	<b>b.</b>	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	<b>1</b>		
	<b>c.</b>	No existing or potential water quality benefits	<b>0</b>		



**SECONDARY REVIEW  
NOMINATION 174**

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE				COMMENTS
<b>1. Good Access for Public Use and Land Management</b>				
	Parcel can be accessed from a freeway, expressway, arterial street, or major collector	<b>3</b>		
	Parcel can be accessed from a minor collector or local street	<b>2</b>		
	Parcel can be accessed from a privately-maintained road that is dedicated for public use	<b>1</b>		
	Parcel can only be accessed by a private road or does not have physical or legal access	<b>0</b>	<b>0</b>	Accessible via 60' easement from McSpraden Road, which is not county maintained.
<b>2. 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	<b>0-2</b>	<b>1</b>	This property could add to the public use facilities that may be built on the eastern portion of #108. The lake could provide scenic and fishing opportunities.
<b>3. Land Manageability</b>				
	75% or greater of the perimeter of site is surrounded by low impact land uses	<b>3</b>		
	50%-75% of the perimeter of site is surrounded by low impact land uses	<b>2</b>	<b>2</b>	Developed trailer park on north and northeast. Agricultural uses to west. Wetlands on south and southeast.
	25%-50% of the perimeter of site is surrounded by low impact land uses	<b>1</b>		
	Less than 25% of the perimeter of the site is surrounded by low impact land uses	<b>0</b>		
<b>4. Development Status (Maximum 4 points)</b>				
	a. The Parcel is Approved for Development or is Exempt from Clearing Regulations	<b>4</b>	<b>0</b>	
	b. The Parcel is Zoned for Intensive Use	<b>2</b>	<b>0</b>	AG-2
	c. Future Land Use Map: Intensive Land Use Category	<b>1</b>	<b>0</b>	Rural and Wetlands
<b>TOTAL POINTS</b>			<b>22</b>	
<b>COMMENTS:</b> Considerable dumping on property (hundreds of tires and misc. debris) needs to be removed prior to acquisition.				
<b>RECOMMENDATION:</b> Pursue for acquisition				