

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

Blue Sheet No. 20020878

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of Parcel 200, located along the south side of State Road 82 in Sections 11, 14, 23, 26, 27, 28, and 33, Township 45 South, Range 26 East, for the Conservation 2020 Land Acquisition Program, Project No. 8800, in the amount of \$6,275,000.00, 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. 20020111 for Conservation 2020 Program.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 5 *A6A*

3. MEETING DATE: *09-03-2002*

4. AGENDA: <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON TIME REQUIRED:	5. REQUIREMENT/PURPOSE: (Specify) <input type="checkbox"/> STATUTE <input checked="" type="checkbox"/> ORDINANCE <i>96-12</i> <input type="checkbox"/> ADMIN. <input checked="" type="checkbox"/> OTHER <i>Blue Sheet No. 20020111</i>	6. REQUESTOR OF INFORMATION A. COMMISSIONER _____ B. DEPARTMENT <i>Independent</i> C. DIVISION <i>County Lands TLM 7-29-02</i> BY: <i>Karen L. W. Forsyth, Director</i> <i>KLF</i>
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7. BACKGROUND:
 The Division of County Lands has been authorized by the Board of County Commissioners to acquire certain properties recommended by the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC), for the Conservation 2020 Program. This acquisition consists of Parcel 200 further identified as STRAP Numbers 11-45-26-00-00001.0000, 14-45-26-00-00002.0000, 23-45-26-00-00002.0000, 26-45-26-00-00002.0000, 27-45-26-00-00001.0000, 28-45-26-00-00001.0000, and 33-45-26-00-00001.0000. This +/- 2.054 acre parcel is located along the south side of State Road 82, approximately 1.5 miles east of Daniels Parkway Extension/Gunnery Road.

The original asking price was \$15,457,000, but through negotiations, the owner of Parcel 200, Louise Schewe, as Successor Trustee of the Karl H. Schewe August 1990 Trust, has agreed to sell the subject parcel to the County for \$6,275,000. The Sellers, at their expense, are to pay documentary stamps, and real estate broker and attorney fees, if any. This purchase will require the County to expend approximately \$6,500 to remove debris from the site. The County will also be required to pay for the title insurance, survey, environmental audit, and recording fee for the deed.

In accordance with FS 125.355, two appraisals were obtained. Copies of the appraisals by W. Michael Maxwell, MAI, SRA, of W. Michael Maxwell & Associates, Inc., and Woodward S. Hanson, MAI, CRE, CCIM, of Integra Realty Resources are 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)

ATTACHMENTS: Purchase Agreement, Affidavit of Interest in Real Property, Title Commitment, Appraisal Cover Letters, Sales History, Property Appraisers Map, Summary Sheet, and Blue Sheet No. 20020111.

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>H. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>OAD 7/31/02</i>	<i>7-31-02</i>	<i>7/31/02</i>	<i>7/31/02</i>	<i>7/31/02</i>	<i>7-31-02</i>	<i>8-1-02</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: *7/30/02*
 Time: *11:20 AM*
 Forwarded To:
Admin
7-31-02 8:00

RECEIVED BY
 COUNTY ADMIN. *EW*
7-31-02
9:30
 COUNTY ADMIN.
 FORWARDED TO:
4/1 *HW*

This document prepared by
Lee County Public Works
County Lands Division
Project: **Conservation Lands Program, Project 8800**
Parcel: 200

STRAP No.: 11-45-26-00-00001.0000, 14-45-26-00-00002.0000,
23-45-26-00-00002.0000, 26-45-26-00-00002.0000,
27-45-26-00-00001.0000, 28-45-26-00-00001.0000.
and 33-45-26-00-00001.0000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT for purchase and sale of real property is made

This _____ day of _____, 2002 by and between **Louise Schewe, as Successor Trustee of the Karl H. Schewe August 1990 Trust**, hereinafter referred to as **SELLER**, whose address is 2222 Augusta Drive, Springfield, IL 62704, 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 2,054 acres more or less, and located on State Road 82, 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 Six Million Two Hundred Seventy-Five Thousand and No/100 Dollars (\$6,275,000.00), payable at closing by County warrant, subject to adjustment as outlined in Paragraph 1 of Special Conditions.

3. **EVIDENCE OF TITLE:** SELLER will provide at BUYER's expense an American Land Title Association For B Title Commitment and provide title insurance Owner's Policy in the amount of \$6,275,000.00, 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, other items acceptable to BUYER, 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 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) Title Insurance
 - (c) Survey if required
 - (d) Environmental Audit

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property (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, or may terminate this Agreement without obligation.

9. **SURVEY:** At least 30 days prior to closing, BUYER is to 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 encroachment 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 is to provide, at BUYER's expense, a Phase I and II Environmental Site Assessment of the Property. The assessment is to be performed by a consultant listed on Lee County's environmental contact (see attached Exhibit "B"), in accordance 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 or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** To the best of the SELLER's knowledge the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. There is no evidence of any release of hazardous materials onto or into 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 even 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 will closing be held after January 30, 2003.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
PAGE 5 OF 6

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. SELLER agrees to pay five percent (5%) of the total purchase price, less five percent (5%) of the purchase price to be paid to Consolidated-Tomoka for the surface rights of all oil, gas and minerals to the property. Real estate commission to be paid to Turner Realty Company, Inc. and Brian Bartholomew.

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. Cattle lease to Ronnie Flint and Roger Flint that terminates December 28th, 2002.

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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
PAGE 6 OF 6

WITNESSES:

Lois L. Frange
Barbara Bellack

SELLER:

Louise H. Schewe
Louise Schewe, (DATE)
As Successor Trustee of the
Karl H. Schewe August 1990 Trust

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"

CONSERVATION LAND PROGRAM, Project No. 8800

PARCEL 200

STRAP No.: 11-45-26-00-00001.0000, 14-45-26-00-00002.0000,
23-45-26-00-00002.0000, 26-45-26-00-00002.0000,
27-45-26-00-00001.0000, 28-45-26-00-00001.0000
and 33-45-26-00-00001.0000

That part of the West half of Section 11 lying South of State Road No. 82:

That part of the West half of Section 14 lying South of State Road No. 82:

The West half of Section 23 and

The West half of Section 26, all of Section 27, all of Section 28 and all of Section 33 except the South 950.00 feet of the West 989.00 feet thereof, except the portion of the following described parcel which lies within said tracts:

From the concrete monument marking the Southwest corner of said Section 33 run North 89 degrees 08'12" East along the South line of said section for 2,640.36 feet to a 3/4 steel pipe and the Point of Beginning of the herein described parcel; thence continue North 89 degrees 08'12" East along the South line of said section for 2,640.36 feet to a concrete post marking the Southeast corner of said section; thence run North 89 degrees 30'38" East along the South line of Section 34 for 2,639.04 feet to a concrete post; thence run North 88 degrees 31'53" East along said South line for 2,641.60 feet to a concrete post marking the Southeast corner of said Section 34; thence run North 00 degrees 50'11" East along the Easterly line of said section for 2,547.72 feet to a concrete post marking the quarter section corner; thence run North 00 degrees 27'43" East along the East line of said section for 2,544.32 feet to a concrete post marking the Northeast corner of said Section 34; thence run South 88 degrees 39'21" East along the South line of said Section 26 for 2,648.38 feet to a concrete post marking the quarter section corner; thence run North 01 degrees 30'04" West along the quarter section line for 5,416.83 feet to a concrete post marking the quarter section corner on the North line of said Section 26; thence run South 89 degrees 22'14" West along said North line for 1,300.94 feet to a 3/4" pipe marking the quarter-quarter section corner; thence run South 01 degrees 16'08" East along the quarter-quarter section line for 2,349.53 feet to a 2" steel pipe marking the intersection with the Southwesterly line of the Florida Power & Light Company transmission line easement; thence run North 75 degrees 33'59" West along said Southwesterly line for 1,359.84 feet to a concrete post marking the intersection with the West line of said Section 26; thence run South 01 degrees 01'58" East passing through a concrete post marking the quarter section corner at 666.24 feet for 1,829.09 feet to a 3/4 steel pipe at a point bearing North 01 degrees 01'58" West a distance of 1,500.00 feet from the Southeast corner of said Section 27; thence run North 89 degrees 38'57" West for 7,965.76 feet to a concrete post bearing North 00 degrees 07'43" West from the Point of Beginning; thence run South 00 degrees 07'43" East passing through a concrete post at 1,500.00 feet for 6,770.27 feet to the Point of Beginning.

All in Township 45 South, Range 26 East in Lee County, Florida.

SPECIAL CONDITIONS

1. The purchase price of \$6,275,000.00 is based upon acreage by SELLER of 2,054 acres. Said acreage shall be verified by the boundary survey obtained by Purchaser pursuant to Paragraph 9 of the Agreement and if the actual net acreage is more or less than 2,050 Acres the purchase price will be adjusted upwards or downwards accordingly at the Agreed per acre price (\$3,055 per acre).
2. SELLER warrants that the property is in substantially the same condition as existed when the application for nomination of the property for the Conservation Land Program Project was received on July 16, 2001. 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.
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 agreeable to both buyer and seller, or may terminate this Agreement without obligation.
4. At closing SELLER will deliver the surface right of all oil, gas and mineral rights to property. In accordance with letter from Consolidated Tomoka as attached with Exhibit "4A".
5. SELLER is responsible for any requirements and/or liabilities arising from any active South Florida Water Management District permits issued prior to closing on subject Property.
6. Within ten (10) days of BUYER's acceptance, SELLER is to furnish names of the Tenants occupying the property, and copies of all leases, licenses, and agreements. Unless otherwise notified, all leases and agreements to occupy property are to be Canceled and tenants personal property removed prior to closing. After BUYER's

Acceptance, BUYER has SELLER's permission to contact the farmer(s) currently

SPECIAL CONDITIONS

Page 2 of 2

grazing cattle on property to determine if they wish to enter into a License Agreement
With the county to continue grazing cattle.

7. It is understood that there is an existing lease with Ronnie Flint and Roger Flint for the
grazing of cattle, said lease to expire December 28th, 2002.

WITNESSES:

Lois L. France

Barbara Bellack

SELLER:

Louise H. Schewe
Louise Schewe, (DATE)

As Successor Trustee of the
Karl H. Schewe August 1990 Trust

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

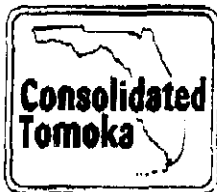
BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

"EXHIBIT 4A"



Consolidated Tomoka Land Co.
 149 South Ridgewood Avenue
 P.O. Box 10889 (ZIP 32120)
 Daytona Beach, Florida 32114

(904) 255-7558
 (904) 239-0556 Facsimile

Via Fax 863-494-⁶³⁴²~~4277~~

October 18, 2001

Mr. Eugene H. Turner
 Turner Realty Co.
 Post Office Box 789
 Arcadia, FL 34265

Re: Oil, Gas and Mineral Rights- portions of Sections 11, 14, 23, 26, 27, 28 and 33,
 Township 45 South, Range 26 East, Lee County, Florida.

Dear Mr. Turner:

According to our records, we own one-half interest in the property referenced above. We would be willing to give a Release of Surface Entry Rights for a fee of 5% of the purchase price.

This offer is only valid for closing this year.

If you have any questions, please don't hesitate to call.

Sincerely,

Tammy J. Girvin
 Land Information Manager



Consolidated-Tomoka Land Co.
149 South Ridgwood Avenue
P.O. Box 10899 (ZIP 32116)
Daytona Beach, Florida 32114

(904) 255-7558
(904) 229-0665 Facsimile

Via Fax 863-484-6342

October 19, 2001

Mr. Eugene H. Turner
Turner Realty Co.
Post Office Box 789
Arcadia, FL 34265

Re: Oil, Gas and Mineral Rights- portions of Sections 11, 14, 23, 26, 27, 28 and 33,
Township 45 South, Range 26 East, Lee County, Florida.

Dear Mr. Turner:

We are willing to extend this offer to close by June 30, 2002.

Please call if you have any questions.

Sincerely,

Tammy J. Girvin
Land Information Manager

F:\USERS\TAMMY\WP\SUB\turner1.01d



Consolidated-Tomoka Land Co.

149 South Ridgewood Avenue
P.O. Box 10809 (ZIP 32120)
Daytona Beach, Florida 32114

(386) 255-7558
(386) 239-0555 Facsimile
E-mail: CTLC@consolidatedtomoka.com

June 26, 2002

Mr. Eugene H. Turner
Turner Realty Co.
Post Office Box 789
Arcadia, FL 34265

Re: Oil, Gas and Mineral Rights-portions of Sections 11,14,23,26,27,28 and 33,
Township 45 South, Range 26 East, Lee County, Florida.

Dear Mr. Turner:

Per our telephone conversation today, Consolidated-Tomoka Land Co. is willing to extend its offer referenced to in that certain letter dated October 18, 2001 to close by October 31, 2002.

Please call if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tammy", is written in black ink.

Tammy J. Girvin
Land Information Manager

EXHIBIT "B"

PARCEL 200 - CONSERVATION LAND PROGRAM

County-Wide Environmental Contract
(Hydrological Impacts, Site Assessments, Site Remediation)

<u>CONSULTANTS:</u>	CONTACT PERSON	PHONE #	CONTRACT #
Applied Tech & Mgmt	Alfred Quattrone	368-2102	1143
BCI Eng & Scientist Inc	Matt Cain	274-0991	1137
Environ Consulting & Tech	Duane Dungan	277-0003	1142
GFA International	Frederick Kaub	489-2443	1136
Malcolm Pirnie Inc	David Cerrato	813-248-6900	1141
Metcalf & Eddy	Mark Blanchard	954-450-7770	1140
Prof. Service Industries	Nana Faulkner	813-886-1075	1144
TASK Environmental	Susan Klinzing Tobin	813-254-8838	1139
Water Resource Solutions	Donald Mayne	574-1919	1138

Parcel: 200
STRAP: 11-45-26-00-00001.0000, 14-45-26-00-00002.0000,
23-45-26-00-00002.0000, 26-45-26-00-00002.0000,
27-45-26-00-00001.0000, 28-45-26-00-00001.0000,
and 33-45-26-00-00001.0000

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

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 10th day of July, 2002 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:

Louise Schewe, as Successor Trustee of the Karl H. Schewe August 1990 Trust, whose address is 2222 Augusta Drive, Springfield, IL 62704

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. LOUISE SCHEWE; SPRINGFIELD, ILLINOIS
2. UNIVERSITY OF ILLINOIS FOUNDATION; URBANA, ILLINOIS
3. ILLINOIS COLLEGE; JACKSONVILLE, ILLINOIS
4. JEFF SCHEWE; CHICAGO, ILLINOIS
5. ERICA SCHEWE; CHICAGO, ILLINOIS
6. _____

The real property to be conveyed to Lee County is described on attached Exhibit A.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Walter I. Lynn, Jr.
Witness Signature

Louise Schewe
Signature of Affiant

Walter I. Lynn, Jr.
Printed Name

Louise Schewe, as Successor Trustee
Printed Name

William T. Sturdevant
Witness Signature

WILLIAM T. STURDEVANT
Printed Name

Affidavit of Interest in Real Property

Parcel: 200

STRAP: 11-45-26-00-00001.0000, 14-45-26-00-00002.0000,
23-45-26-00-00002.0000, 26-45-26-00-00002.0000,
27-45-26-00-00001.0000, 28-45-26-00-00001.0000,
and 33-45-26-00-00001.0000

Project: Conservation Lands Program, Project 8800

STATE OF ILLINOIS

COUNTY OF SANGAMON

SWORN TO AND SUBSCRIBED before me this 10th day of July, 2002,

by Louise Schewe, as Successor Trustee
(name of person acknowledged)

Barbara Gillock
(Notary Signature)



Barbara Gillock
(Print, type or stamp name of Notary)

Personally known ✓
OR Produced Identification _____
Type of Identification _____

EXHIBIT "A"

CONSERVATION LAND PROGRAM, Project No. 8800

PARCEL 200

STRAP No.: 11-45-26-00-00001.0000, 14-45-26-00-00002.0000,
23-45-26-00-00002.0000, 26-45-26-00-00002.0000,
27-45-26-00-00001.0000, 28-45-26-00-00001.0000
and 33-45-26-00-00001.0000

That part of the West half of Section 11 lying South of State Road No. 82:

That part of the West half of Section 14 lying South of State Road No. 82:

The West half of Section 23 and

The West half of Section 26, all of Section 27, all of Section 28 and all of Section 33 except the South 950.00 feet of the West 989.00 feet thereof, except the portion of the following described parcel which lies within said tracts:

From the concrete monument marking the Southwest corner of said Section 33 run North 89 degrees 08'12" East along the South line of said section for 2,640.36 feet to a 3/4 steel pipe and the Point of Beginning of the herein described parcel; thence continue North 89 degrees 08'12" East along the South line of said section for 2,640.36 feet to a concrete post marking the Southeast corner of said section; thence run North 89 degrees 30'38" East along the South line of Section 34 for 2,639.04 feet to a concrete post; thence run North 88 degrees 31'53" East along said South line for 2,641.60 feet to a concrete post marking the Southeast corner of said Section 34; thence run North 00 degrees 50'11" East along the Easterly line of said section for 2,547.72 feet to a concrete post marking the quarter section corner; thence run North 00 degrees 27'43" East along the East line of said section for 2,544.32 feet to a concrete post marking the Northeast corner of said Section 34; thence run South 88 degrees 39'21" East along the South line of said Section 26 for 2,648.38 feet to a concrete post marking the quarter section corner; thence run North 01 degrees 30'04" West along the quarter section line for 5,416.83 feet to a concrete post marking the quarter section corner on the North line of said Section 26; thence run South 89 degrees 22'14" West along said North line for 1,300.94 feet to a 3/4" pipe marking the quarter-quarter section corner; thence run South 01 degrees 16'08" East along the quarter-quarter section line for 2,349.53 feet to a 2" steel pipe marking the intersection with the Southwesterly line of the Florida Power & Light Company transmission line easement; thence run North 75 degrees 33'59" West along said Southwesterly line for 1,359.84 feet to a concrete post marking the intersection with the West line of said Section 26; thence run South 01 degrees 01'58" East passing through a concrete post marking the quarter section corner at 666.24 feet for 1,829.09 feet to a 3/4 steel pipe at a point bearing North 01 degrees 01'58" West a distance of 1,500.00 feet from the Southeast corner of said Section 27; thence run North 89 degrees 38'57" West for 7,965.76 feet to a concrete post bearing North 00 degrees 07'43" West from the Point of Beginning; thence run South 00 degrees 07'43" East passing through a concrete post at 1,500.00 feet for 6,770.27 feet to the Point of Beginning.

All in Township 45 South, Range 26 East in Lee County, Florida.

COMMONWEALTH LAND TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No.: **864-0040276**

File No.: **I94324R**

Effective Date: **September 7, 2001 at 5:00 P.M.**

1. Policy or Policies to be issued:

Amount of Policy

OWNER'S:

\$0

Proposed Insured:

TBD

LOAN:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple and is at the effective date hereof vested in:

Louise Schewe, as Successor Trustee of the Karl H. Schewe August 1990 Trust

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

GUARDIAN TITLE SERVICES CORPORATION
1648 PERIWINKLE WAY, SUITE A
SANIBEL, FLORIDA 33957
941-472-9233 / 941-472-4949

Countersigned: _____
Authorized Officer or Agent

UNLESS OTHERWISE STATED, ALL RECORDING REFERENCES ARE TO PUBLIC RECORDS OF Lee COUNTY, FLORIDA

Valid Only If Face Page, Schedule B and Cover Are Attached

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Commitment No. #: 864-0040276

File No. #: I94324R

EXHIBIT "A"

That part of the West half of Section 11 lying South of State Road No. 82:

That part of the West half of Section 14 lying South of State Road No. 82:

The West half of Section 23 and

The West half of Section 26, all of Section 27, all of Section 28 and all of Section 33 except the South 950.00 feet of the West 989.00 feet thereof, except the portion of the following described parcel which lies within said tracts:

From the concrete monument marking the Southwest corner of said Section 33 run North 89 degrees 08'12" East along the South line of said section for 2,640.36 feet to a 3/4 steel pipe and the Point of Beginning of the herein described parcel; thence continue North 89 degrees 08'12" East along the South line of said section for 2,640.36 feet to a concrete post marking the Southeast corner of said section; thence run North 89 degrees 30'38" East along the South line of Section 34 for 2,639.04 feet to a concrete post; thence run North 88 degrees 31'53" East along said South line for 2,641.60 feet to a concrete post marking the Southeast corner of said Section 34; thence run North 00 degrees 50'11" East along the Easterly line of said section for 2,547.72 feet to a concrete post marking the quarter section corner; thence run North 00 degrees 27'43" East along the East line of said section for 2,544.32 feet to a concrete post marking the Northeast corner of said Section 34; thence run South 88 degrees 39'21" East along the South line of said Section 26 for 2,648.38 feet to a concrete post marking the quarter section corner; thence run North 01 degrees 30'04" West along the quarter section line for 5,416.83 feet to a concrete post marking the quarter section corner on the North line of said Section 26; thence run South 89 degrees 22'14" West along said North line for 1,300.94 feet to a 3/4" pipe marking the quarter-quarter section corner; thence run South 01 degrees 16'08" East along the quarter-quarter section line for 2,349.53 feet to a 2" steel pipe marking the intersection with the Southwesterly line of the Florida Power & Light Company transmission line easement; thence run North 75 degrees 33'59" West along said Southwesterly line for 1,359.84 feet to a concrete post marking the intersection with the West line of said Section 26; thence run South 01 degrees 01'58" East passing through a concrete post marking the quarter section corner at 666.24 feet for 1,829.09 feet to a 3/4 steel pipe at a point bearing North 01 degrees 01'58" West a distance of 1,500.00 feet from the Southeast corner of said Section 27; thence run North 89 degrees 38'57" West for 7,965.76 feet to a concrete post bearing North 00 degrees 07'43" West from the Point of Beginning; thence run South 00 degrees 07'43" East passing through a concrete post at 1,500.00 feet for 6,770.27 feet to the Point of Beginning.

All in Township 45 South, Range 26 East in Lee County, Florida.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION 1

Commitment No. #: **864-0040276**

File No. #: **I94324R**

The following are the requirements to be complied with:

1. Payment of the full consideration to or for the account of, the grantor's or mortgagors.
2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
3. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record.
4. Warranty Deed from Louise Schewe, individually, joined by spouse if married and Louise Schewe, as Successor Trustee of the Karl H. Schewe August 1990 Trust to TBD .

NOTE: The deed to be insured, in addition to the premises described in Schedule "A", should describe the following: Subject to a perpetual non-exclusive easement for utilities, ingress and egress as describer in Deed recorded in Official Record Book 2569, Page 1573.

NOTE: The deed to be insured, in addition to the premises described in Schedule "A", should describe the following: Subject to and together with a road and drainage easement as described in Deed recorded in Official Record Book 2569, Page 1573.

5. Receipt of a properly certified survey accurately describing premises to be insured.
6. Payment of Solid Waste/Garbage assessment(s), if any.
7. Payment of Lee County Utility Sewer Assessments, if any.
8. Failure of the insured to pay full consideration.
9. Divestiture or impairment of the insured estate by reason of Warranty Deed, recorded in Official Record Book _____, Page _____, of the Public Records of Lee County, Florida, constituting a fraudulent or preferential transfer under the Federal Bankruptcy Code or state insolvency or debtor relief law.
10. An affidavit that the Karl H. Schewe August 1990 Trust has not been amended or modified, except as heretofore disclosed, and that the trust is still in full force and effect. Said affidavit should also recite the name(s) of the Trustee(s) currently empowered, if different from the original trustee(s), to execute conveyance of the insured land.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

Commitment No. #: **864-0040276**

File No. #: **I94324R**

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:

1. 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.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises.
5. 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.
6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.
7. Taxes or special assessments which are not shown as existing liens by the public records or which may be levied or assessed subsequent to the date hereof.
8. Taxes for 2000 are Paid. March amount \$19.61. Strap Number 11-45-26-00-00001.0000.
9. Taxes for 2000 are Paid. March amount \$338.55. Strap Number 14-45-26-00-00002.0000.
10. Taxes for 2000 are Paid. March amount \$356.82. Strap Number 23-45-26-00-00002.0000.
11. Taxes for 2000 are Paid. March amount \$17.44. Strap Number 26-45-26-00-00002.0000.
12. Taxes for 2000 are Paid. March amount \$286.63. Strap Number 27-45-26-00-00001.0000.

CONTINUED ON NEXT PAGE

194324R

13. Taxes for 2000 are Paid. March amount \$309.82. Strap Number 28-45-26-00-00001.0000.
14. Taxes for 2000 are Paid. March amount \$111.41. Strap Number 33-45-26-00-00001.0000.
15. Subject land lies within the boundaries for Mandatory Garbage Collection, Lee County Ordinance No. 86-14, and will be subject to future assessments by Lee County.
16. Stump Agreement in favor of Hercules Powder Co., recorded in Official Record Book 171, Page 477.
17. Reservation recorded in Official Record Book 311, Page 873, to provide for drainage canals and easements for outlet of surplus water from adjoining lands.
18. Green Meadows Drainage District as recorded in Official Record Book 641, Page 625 and re-recorded in Official Record Book 789, Page 320.
19. Unrecorded Right-of-Way Agreement between Adrian R. Chapman, Trustee and Lee County Electric Co-operative, Inc., dated March 8, 1974 and granting an easement on a 12 foot strip of land in Section 14, Township 45 South, Range 26 East, lying South of S.R. #82.
20. Right-of-Way Easement to Lee County Electric Co-operative as recorded in Official Record Book 1027, Page 763.
21. Right-of-Way Easement to Florida Power and Light as recorded in Official Record Book 872, Page 96.
22. Grant of Easement to GAC Utilities, Inc. as recorded in Official Record Book 933, Page 677.
23. Right-of-Way Agreement to Florida Power and Light as recorded in Official Record Book 1524, Page 136.
24. Oil, gas and mineral rights reserved by previous owner(s) of the fee simple title to lands insured herein. (Florida Form 9 will not be available on this matter)
25. Access to premises is by easements reserved across adjoining premises. This Commitment/policy does not insure said easement or right-of-way.

NOTES: (1) Any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c), contained in any of the exceptions set forth under Schedule B, are hereby deleted.

(2) Title to personal property is not insured under the terms of this commitment/policy, including, but not limited to, mobile home, house trailer or vehicle intended for habitation not permanently affixed to said land, furniture and/or appliances.

NOTE: ITEM NUMBER 1 WILL BE DELETED AT THE TIME OF CLOSING UPON RECEIPT OF THE FOLLOWING DOCUMENTS AND REQUIREMENTS BY THE COMPANY:

1. Execution of Seller's Affidavit and Solicitation.
2. Subject to the results of a title search to be made no more than five (5) working days prior to the actual closing date.

W. MICHAEL MAXWELL & ASSOCIATES, INC.

APPRAISER/CONSULTANT/REALTOR

ASSOCIATE APPRAISERS

William E. McInnis
State-Certified General Appraiser
Certification 0002232

Timothy D. Rieckhoff
State-Certified General Appraiser
Certification 0002261

Gerald A. Hendry
State-Certified General Appraiser
Certification 0002245



W. MICHAEL MAXWELL, MAI, SRA
State-Certified General Appraiser
Certification 0000055

2550 First Street
Fort Myers, Florida 33901

(941) 337-0555
(941) 337-3747 · FAX

e-mail-appr@maxwellappraisal.com
web-www.maxwellappraisal.com

21 March 2002

Lee County Board of County Commissioners
Department of Public Works
Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

Attention: Mr. Robert G. Clemens
Program Acquisition Manager

Re: Appraisal of vacant land in the Conservation Lands
Program #8800, Parcel #200, located on the south
side of State Road 82, Lee County, Florida owned by
Louise H. Schewe, Trustee.

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis have been made of the above property for the purpose of estimating the market value of the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as amended in the body of this report.

Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

As per the Uniform Standards of Professional Appraisal Practice, the appraisers are given three report writing options. These options would include either a self-contained report format, summary report, or restricted report. A summary report format has been requested and will be used for this appraisal. The only difference between the self-contained appraisal report and the summary appraisal report is the level of detail of presentation.

The subject property is appraised as if vacant and as such, only the Sales Comparison Approach to Value will be utilized. The Cost and Income Approaches to Value do not apply in the valuation of vacant land.

The function or intended use of this report is understood to be for use as a basis of value for the possible acquisition of the property as appraised. This summary appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice. The subject property was last inspected on 8 May 2002 by Mr. William E. McInnis, Associate Appraiser. Mr. W. Michael Maxwell, MAI, SRA, has subsequently made a ground level inspection of the property. Our compensation in this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtainment of a stipulated result, or the occurrence of a subsequent event. In addition to the Assumptions and Limiting Conditions as contained in the Addenda to this report, this appraisal is made subject to the Special Assumptions as outlined on the Executive Summary on the following pages.

By reason of our investigation and analysis, data contained in this report, and our experience in the real estate appraisal business, it is our opinion that the market value of the subject property, as of 8 May 2002, is:

SIX MILLION ONE HUNDRED SIXTY TWO THOUSAND DOLLARS.....(\$6,162,000.00)

Respectfully submitted,



W. Michael Maxwell, MAI, SRA
State-Certified General Appraiser
Certification 0000055



William E. McInnis, Associate Appraiser
State-Certified General Appraiser
Certification 0002232



June 03, 2002

Robert G. Clemens
Acquisition Program Manager
Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902

Subject: Conservation Lands Program
Project No. 8800, Parcel No. 200
Property: 2,061.77 acre tract of vacant land located
along the southerly edge of SR 82 (Immokalee Road)
1.25 miles east of Daniels Pkwy. Extension/Gunnery Rd.
County: Lee County, Florida
Complete Summary Appraisal
Integra Realty Resources-Southwest Florida File No. 02-04-02

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis has been made of the above referenced property, which is legally described in the attached appraisal report for the purpose of estimating the market value of the fee simple ownership interest in the land.

The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Standards of Professional Practice of the Appraisal Institute. Our opinion of market value is premised upon the Assumptions and Limiting Conditions included in this report. The definition of market value is in Addendum B.

The subject property, containing 2,061.77 acres of gross land area, is located along the southerly edge of SR 82 (Immokalee Road) approximately 1.25 east of Daniels Parkway extension/Gunnery Road and 8.2 miles east of Interstate 75 in the eastern Lee County market area of Lee County, Florida. The subject property is characterized as having a northerly edge with an estimated 2,975.23 feet along SR 82 (Immokalee Road). The property is zoned AG-2 (Agricultural) and is designated Density Reduction/Groundwater Resource and Wetlands on the Lee County Comprehensive Plan Future Land Use Map. Kevin L. Erwin Consulting Ecologist, Inc. has identified 1,296 acres as containing jurisdictional wetlands and an additional 11.4 acres as jurisdictional surface waters. The entire subject property is within Airport Noise Zone 3. The appraisers have estimated the highest and best use of the property to be for interim agricultural uses while the property is held speculatively for future development.

LOCAL EXPERTISE...NATIONALLY

Robert G. Clemens
June 03, 2002
Page 2

Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in this report, it is our opinion that the market value of the subject property as of June 03, 2002, is

SIX MILLION THREE HUNDRED NINETY THOUSAND DOLLARS
(\$6,390,000).

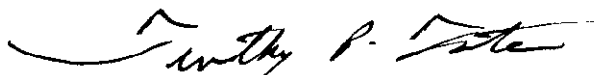
The market exposure time is estimated to be 12 to 24 months.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM
State Certified General Real Estate Appraiser
Florida Certificate RZ 0001003



Timothy P. Foster, Analyst
State Certified General Real Estate Appraiser
Florida Certificate # RZ 0002526

5-Year Sales History

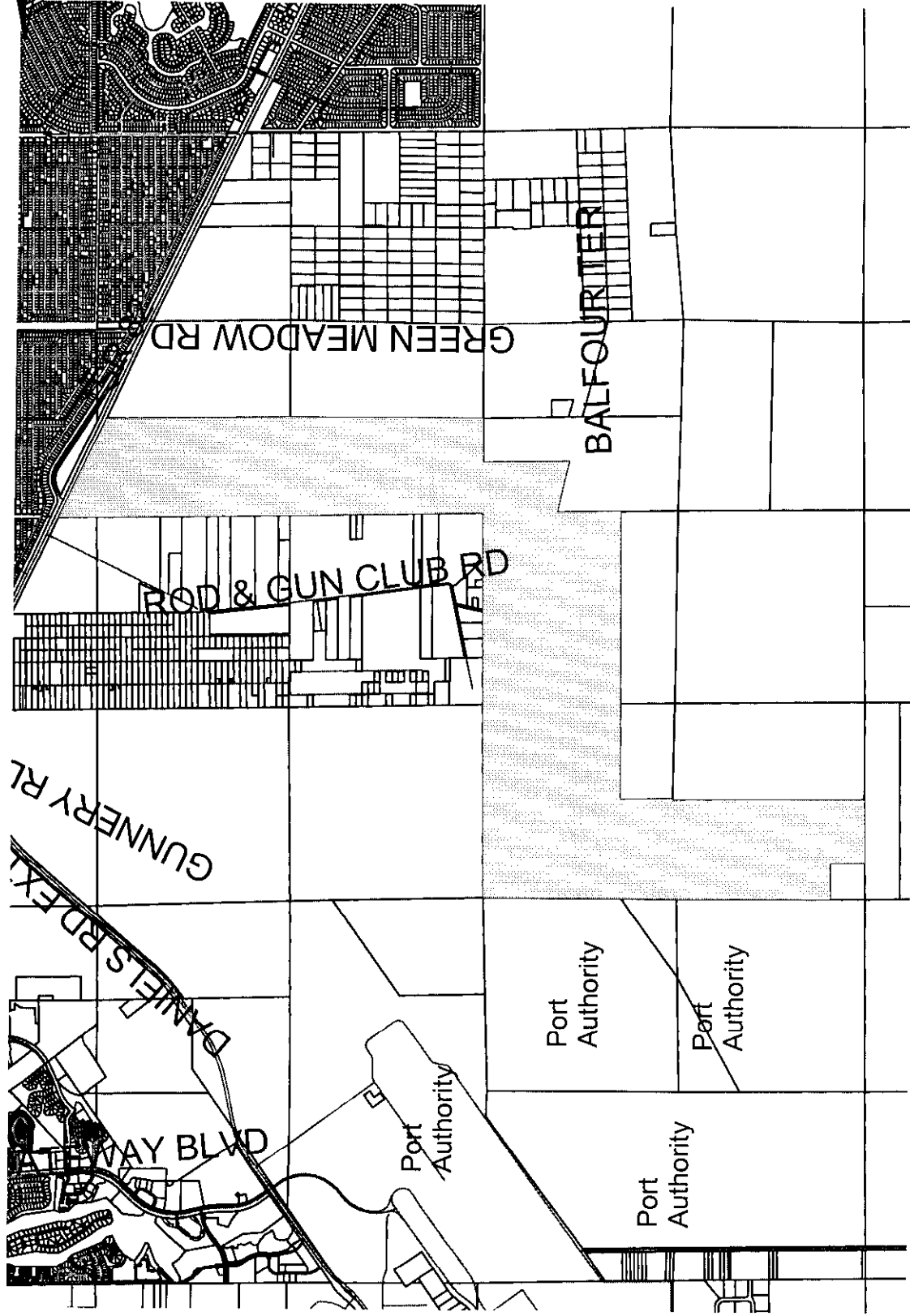
Parcel No. 200

Conservation 2020 Land Acquisition Program
Project No. 8800

Grantor	Grantee	Price	Date	Arms Length Y/N
---------	---------	-------	------	-----------------

NO SALES in PAST 5 YEARS

Conservation 2020 Program



Nomination #200

**SECONDARY REVIEW
NOMINATION 200**

CRITERIA	SCORE	COMMENTS
A. SIZE AND CONTIGUITY		
1. Size of Property		
a. ≥ 500 acres	6	Approximately 2,000 acres
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	
2. Contiguous to:		
a. Coastal waters and other sovereignty submerged lands	4	Primarily a mosaic of forested freshwater wetlands and forested uplands. Some cleared agricultural areas.
b. Existing preserve area, c.e., wma or refuge	4	
c. Preserve areas officially proposed for acquisition	2	
B. HABITAT FOR PLANTS AND ANIMALS		
1. Native Plant Cover		
a. ≥ 75 % of the property has native plant cover	8	Majority of site is native cover.
b. 50% to < 75% has native plant cover	4	
c. 25% to <50% has native plant cover	2	
d. < 25% has native plant cover	0	
2. Significant for wide-ranging species		
Panther Habitat, wetlands, ponds, grass lands, etc.	2	Large size of property is important for wide ranging species such as the black bear, panther, hawks, wood storks.
3. Rare and Unique Uplands		
a. Scrub, hammock, old growth pine	2	
b. Mature, second growth pine flatwood	1	
4. Diversity		
		FLUCFCS map not available.
a. 5 or more FLUCCS native plant community categories	2	Primarily pine flatwoods, cypress heads and sloughs, freshwater marshes, and ponds
b. 3 or 4 FLUCCS native plant community categories	1	
c. 2 or less FLUCCS native plant community categories	0	

**SECONDARY REVIEW
NOMINATION 200**

C. SIGNIFICANCE FOR WATER RESOURCES			COMMENTS	
1. Serves or can serve as flow-way				
a.	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	Site contains several key wetland flow-ways, also shown on DRGR flow-ways map
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	3		
c.	Same as b., smaller watershed, not as defined, disconnected	2		
d.	Site conveys runoff, minimal area	1		
e.	Site provides no conveyance of surface water	0		
f.	Add 2 points if conveyance is natural (not man-made)	+2	1	
2. Strategic to Flood Management				
a.	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 surrounding area up to SR 82.
b.	Same as a., portion of floodway (one side) or within floodplain	3		
c.	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2		
d.	Small watershed, minimal flooding	1		
e.	No significant flood issues	0		
3. Protect a water supply source.				
a.	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	2	2	Portions contain areas of high potential productivity of the water table and sandstone aquifers
b.	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1		
c.	No recharge or potential water supply opportunities	0		
4. Offset Damage to or Enhance Water Quality.				
a.	Presence of wetland, retention, or lake that is currently providing water quality benefits	2	2	Wetlands provide water quality benefits
b.	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1		
c.	No existing or potential water quality benefits	0		

**SECONDARY REVIEW
NOMINATION 200**

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE		COMMENTS
1. Good Access for Public Use and Land Management		Lee County DOT has no road projects planned on this property.
Parcel can be accessed from a freeway, expressway, arterial street, or major collector	3	
Parcel can be accessed from a minor collector or local street	2	Immokaloee Road (SR 82)
Parcel can be accessed from a privately-maintained road that is dedicated for public use	1	
physical or legal access	0	
2. Recreation/Eco-Tourism Potential		
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	2
		Large size of property provides an abundance of potential public uses.
3. Land Manageability		Surrounding land uses include the Southwest Florida International Airport (SWFIA), mining, and farming activities.
75% or greater of the perimeter of site is surrounded by low impact land uses	3	3
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	
4. Development Status (Maximum 4 points)		
The Parcel is Approved for Development or is Exempt from		
a. Clearing Regulations	4	4
b. The Parcel is Zoned for Intensive Use	2	Agricultural exemption AG-2
c. Future Land Use Map: Intensive Land Use Category	1	DRGR
TOTAL POINTS		40
COMMENTS: Located within the airspace of the Southwest Florida International Airport and airport noise zone 3 which does not allow noise sensitive uses such as residences. Approximately 230 acres of the NW portion of this property is proposed for future acquisition for the SWFIA.		
Recommendation: Pursue for acquisition. Require reimbursement from the Port Authority for any portions of this property that the Authority will need to control for the proper operation and maintenance of future Runway 24L and/or relocation of any FPL easements		

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

Blue Sheet No. 20020111

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the recommendation of the Conservation Lands Acquisition and Stewardship Advisory Committee to pursue the acquisition of five properties totaling approximately 2,883 acres in various locations throughout the County. Authorize the Division of County Lands to begin the acquisition process for the properties known as Conservation 2020 Nominations 194, 196, 197, 198, and 200.

WHY ACTION IS NECESSARY: Required by Lee County Ordinance 96-12.

WHAT ACTION ACCOMPLISHES: Begins the process of negotiation and purchase of certain, identified environmentally sensitive lands as set forth by County Ordinance 96-12 and the Conservation 2020 Program.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 4 and 5 *C6C*

3. MEETING DATE:
02-19-2002

4. AGENDA: <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON TIME REQUIRED:	5. REQUIREMENT/PURPOSE: (Specify) <input type="checkbox"/> STATUTE <input checked="" type="checkbox"/> ORDINANCE 96-12 <input type="checkbox"/> ADMIN. <input type="checkbox"/> OTHER	6. REQUESTOR OF INFORMATION A. COMMISSIONER _____ B. DEPARTMENT <u>Independent</u> C. DIVISION <u>County Lands</u> BY: <u>Karen L. W. Forsyth, Director</u>
---	---	--

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.

CLASAC recommends that Conservation 2020 Nominations 194, 196, 197, 198, and 200 be pursued for acquisition subject to any limitations or requirements described in the secondary review recommendations (attached). Preliminary title research has been completed on all of the parcels, and no substantial title problems were found. There are no conflicts with DOT transportation plans. CLASAC recommends that the Board recognize that the Port Authority may need a portion or portions of Nomination 200 to relocate FPL easement(s) and for Runway 24L overflight rights. CLASAC recommends that the Authority be required to reimburse the Conservation 2020 acquisition fund, or successor program, for those rights.

The Committee has continued to recognize the potential for off-site mitigation credits for this set of recommended parcels. Mitigation is an integral part of the program, but mitigation credits may not necessarily be obtained for all acquisitions, as every parcel may not have the necessary "match" for impacted wetlands for any given project by the County in a given sector. Impacted wetlands from a County project must be similar in nature and quality as those on the parcel(s) for off-site mitigation credits to be awarded by regulatory agencies. 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 for processing and purchase of the designated lands will come from Account No. 20-8800-30103.506110.

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>	N/A	N/A	N/A	<i>W. J. ... 2/1/02</i>	<i>2/4/02</i>	<i>2/5/02</i>	<i>2/4/02</i>	<i>2/4/02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:
 APPROVED
 DENIED
 DEFERRED
 OTHER


REC'D.
by CO. ATTY.
2/1/02
1:30 pm
CO. ATTY.
FORWARDED TO:
Admin
2/1/02 2:20 PM

RECEIVED BY
COUNTY ADMIN.
2/6/02
3:20 PM
COUNTY ADMIN.
FORWARDED TO:
2/6 8:30

MEMORANDUM
FROM
COUNTY LANDS

DATE: July 26, 2002

To: Shirley Carney
Division of Public Resources

FROM: 
Teresa L. Mann
Property Acquisition Agent

RE: PLACING ADVERTISEMENT IN THE NEWS-PRESS

County Lands has negotiated the purchase of a tract of land, subject to BOCC approval, for the Conservation 2020 Land Acquisition Program, Project Number 8800. This acquisition was negotiated pursuant to Florida Statute 125.355 (confidentiality of records procedure).

The Statute requires that public notice of the item occur at least 30 days prior to the BoCC meeting. This item will be placed on the Administrative Agenda for the BoCC meeting of September 3, 2002. Please advertise in the local News-Press at least 30 days prior to that date.

The property is identified as Parcel 200 of the Conservation 2020 Land Acquisition Program, STRAP Numbers 11-45-26-00-00001.0000, 14-45-26-00-00002.0000, 23-45-26-00-00002.0000, 26-45-26-00-00002.0000, 27-45-26-00-00001.0000, 28-45-26-00-00001.0000, and 33-45-26-00-00001.0000. The property owner is Louise Schewe, as Successor Trustee of the Karl H. Schewe August 1990 Trust.

Attached is a copy of the Purchase Agreement for public inquiries. Please forward a copy of the legal notice for our records.

If you have any questions, please contact me at extension 8742.

Thank you for your assistance.

Attachment

cc: Karen Forsyth, County Lands Director, w/o attachment