

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

**Blue Sheet No. 20021076**

**1. REQUESTED MOTION:** Decline to execute an IRS Form 8283, "Non-Cash Charitable Contributions" for Messrs. Fliegel and Derzavis relating to the County's purchase of Conservation Land Project No. 8800; Parcel No. 156, 220.81 acres of vacant land in Cape Coral for \$2,758,506.74 on August 10, 2001.

**ACTION REQUESTED:** Decline to execute an IRS Form 8283 for the Sellers, due to the fact that the County purchased all of the appraised value of the property at the time of closing.

**WHY ACTION IS NECESSARY:** Sellers have requested that the County execute an IRS Form 8283 so that they may file for a tax deduction on an additional value of the property as determined by a subsequent Sellers' appraisal (April 3, 2002) of \$4,416,200.00.

**WHAT ACTION ACCOMPLISHES:** Decline to execute an IRS Form 8283 as a "Donee", when the County acquired all appraised value of the property at the time of closing, thereby becoming a "bona fide purchaser for full value", rather than the recipient of a gift or "bargain sale" from the Sellers of the property.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT #

*A12A*

**3. MEETING DATE:**

*10-01-2002*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER  IRS Code

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: David M. Owen, Chief Assistant  
County Attorney

**7. BACKGROUND:** On August 10, 2001, after extensive negotiations with the Sellers, Lee County Conservation Lands Project No. 8800, Parcel No. 156, was sold to the County by Messrs. Bernard Fliegel and Don Derzavis for the negotiated price of \$2,770,000.00 (highest appraised value) for the County's future use in conjunction with a parks project in Cape Coral.

(BACKGROUND CONTINUED - NEXT PAGE)

**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
<i>K. Forsyth</i>	N/A	N/A	N/A	<i>9/19/02</i>	<i>OA</i>	<i>OM</i>	<i>RISK</i>	<i>GC</i>	
					<i>9/19/02</i>	<i>9/19/02</i>	<i>9/19/02</i>	<i>9/19/02</i>	

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY	_____
COUNTY CLERK	_____
DATE	<i>9-19-02</i>
TIME	<i>1:25</i>
COUNTY CLERK	_____
FORWARDED TO:	<i>3-10-01 9:11-02</i>
DATE	<i>09/19/02</i>

- November 21, 2000** Sellers contacted the County relative to the sale of a parcel of property (220.81 A.±) consisting of vacant land in Cape Coral to the County's Conservation Lands (20/20) Program for future use by the County in conjunction with the City of Cape Coral for a City parks project. The Sellers' asking price was \$3,500,000.00.
- January 16, 2001** Two appraisers were put under contract by the County (Wilcox and Diversified) for appraisals of the property for potential acquisition.
- March 20, 2001** Both appraisals received:  
Wilcox (Alan Wilcox) - \$2,660,800.00  
Diversified (David Vaughan) - \$2,770,000.00
- March 26, 2001  
to  
July 30, 2001** Negotiations with Sellers regarding purchase price, accurate size of parcel, timing for closing, easement and OGM issues. Sellers accepted the County's offer of \$2,770,000.00 (Vaughan appraisal). During negotiations, Sellers provided the County with a 1995 appraisal which valued the subject property at \$3,777,000.00. For purposes of the subject 2001 sale, County staff determined that the 1995 appraisal was "stale". No other appraisal was provided by the Sellers prior to closing.
- August 10, 2001** Sale of the property was closed; purchase price was \$2,758,506.74 (adjustment for size of parcel from survey).
- August 16, 2001  
to  
November 1, 2001** County post closing activities, recording of deed at O.R. Book 3466, page 277, copies of deed to mapping, etc.
- November 2, 2001** County Lands file closed.
- August 9, 2002** County Lands contacted by attorneys for Sellers requesting that the County sign an IRS Form 8283 for the Sellers as the result of an April 3, 2002 appraisal of the property for such purpose, which valued the property at \$4,416,200.00 as of August 10, 2001.
- August 13, 2002  
to  
September 10, 2002** Discussions with Sellers and Sellers' representatives concerning the County's execution of an IRS Form 8283 as a donee of a gift or bargain sale based upon the Sellers' April 3, 2002 appraisal.
- September 13, 2002** Staff determination was made to bring a recommendation to the Board of County Commissioners that the County decline to execute the IRS Form 8283 for the Sellers, inasmuch as the County is not a donee for the purposes of the August 10, 2001 purchase of the Conservation Lands Program Project No. 8800.

The principal issue before the Board, is whether the County was a donee for the purposes of Part IV, "Donee Acknowledgment" on the Sellers' IRS Form 8283 for the subject County purchase of the Cape Coral parcel on August 10, 2001?

It is staff's position that the County is, in reality, a bona fide purchaser for full value of Conservation Lands Project No. 8800, Parcel No. 156, and as such, is not, and cannot be construed as a donee of either a gift or "bargain sale" for IRS purposes, due to the County's purchase of the property at full appraised market value at the time of closing, without any current appraisals being tendered by the Sellers before or at that time.

**Blue Sheet #: 20021076**

**Page No.: -3-**

The sale of Project No. 8800, Parcel No. 156, was a completely voluntary, arms length negotiated transaction between two sophisticated parties without any threat of eminent domain (pursuant to the requirements of the Conservation Lands Acquisition Program).

Staff requests that the Board respectfully decline to execute the IRS Form 8283 as requested by the Sellers.

- Enclosures:
1. Copy of IRS Form 8283 as Proposed by Sellers
  2. Copy of Purchase / Sale Contract
  3. Copies of both County Appraisals' Summaries
  4. Copy of Settlement (Closing) Statement
  5. Copy of Excerpts from January, 1995 and April, 2002 Sellers' Appraisals
  6. Copy of County Lands' Acquisition Agent's Record



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: (239) 335-2236

Facsimile (239) 335-2606

Bob Janes  
District One

Douglas R. St. Cerny  
District Two

Ray Judah  
District Three

Andrew W. Coy  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

James G. Yaeger  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

September 19, 2002

Bernard Fliegel, Esq.  
1 Bluebill Avenue  
Naples, Florida 34108

and

Mr. Robert D. Gerrero  
Realty World  
2500 Del Prado Boulevard  
Cape Coral, Florida 33904

**RE: COUNTY PURCHASE OF CONSERVATION LANDS  
PROJECT NO. 8800**

Gentlemen:

Further to our discussions on the above matter (our collective meeting of September 10, 2002, and my telephone conversation with Mr. Fliegel on September 13, 2002), I am providing both of you with a County Commission meeting scheduling document and "back-up" materials ("bluesheet") for our discussion of your request that the County sign an IRS Form 8283 "Non-Cash Charitable Contributions" relating to the County's August 10, 2001 acquisition of the subject parcel.

The matter will be discussed by the Board at its **TUESDAY, OCTOBER 1, 2002 MEETING IN CHAMBERS, SECOND FLOOR, 2120 MAIN STREET, FORT MYERS, BEGINNING PROMPTLY AT 9:30 A.M.** (The October 1<sup>st</sup> date rather than the September 24<sup>th</sup> date is the result of our two-week scheduling time required for notice to the Board and the public).

You will need to fill out a blue "speaker's card" prior to the beginning of the meeting and provide same to the Chairman (center of the dias) so that you will have the opportunity to speak on the matter. The time allotted is typically three (3) minutes.

I have placed your issue on the Board's Administrative Agenda so that the Board may discuss the issues at length, if they so desire.

COUNTY PURCH. OF CLASAC PROJ. 8800.fliegel&gerrero.wpd

Bernard Fliegel, Esq.  
and  
Robert D. Gerrero  
September 19, 2002  
Page 2

**RE: COUNTY PURCHASE OF CONSERVATION LANDS  
PROJECT NO. 8800**

The bluesheet and back-up materials fairly represent staff's analysis and position with respect to your request. Staff is recommending that the County not execute the IRS Form 8283, inasmuch as it is our collective opinion that all of the appraised (market) value of the property was purchased by the County at the time of closing through a voluntary, bargained-for sale at the highest appraised value at that time.

The narrower legal issue is whether either a gift to the County or a "bargain sale" were contemplated by the parties at the time of contracting through to closing. A review of all available documentation relative to the purchase and sale of the property does not provide any evidence of any such intent on the parts of either the Seller or the County.

Ultimately, the Board of County Commissioners will decide this matter from the administrative aspect on October 1<sup>st</sup>, at its regular meeting as indicated above.

I am sorry that we cannot recommend that the County agree to your request; however, the County did not receive a gift or "bargain sale" in this particular transaction.

Cordially,



David M. Owen  
Chief Assistant County Attorney

DMO/dm  
Enclosures

xc: Board of County Commissioners  
James G. Yaeger, County Attorney  
Timothy Jones, Chief Assistant County Attorney  
Donald D. Stilwell, County Manager  
Bruce Loucks, Assistant County Manager  
Karen Forsyth, Director, County Lands  
Robert Clemens, County Lands  
Lynda Riley, County Lands

Form **8283**

(Rev. October 1998)

# Noncash Charitable Contributions

▶ Attach to your tax return if you claimed a total deduction of over \$500 for all contributed property.

▶ See separate instructions.

OMB No. 1545-0908

Attachment Sequence No. **55**

Department of the Treasury  
Internal Revenue Service

Name(s) shown on your income tax return

Bernard Fleigle

Identifying number

130-12-1972

**Note:** Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

**Section A-** List in this section only items (or groups of similar items) for which you claimed a deduction of \$5,000 or less. Also, list certain publicly traded securities even if the deduction is over \$5,000 (see instructions).

**Part I Information on Donated Property-** If you need more space, attach a statement.

1	(a) Name and address of the donee organization	(b) Description of donated property
A	Lee County P.O. Box 398 Fort Myers FL 33902	220.81 Acres Vacant Land
B		
C		
D		
E		

**Note:** If the amount you claimed as a deduction for an item is \$500 or less, you do not have to complete columns (d), (e), and (f).

	(c) Date of the contribution	(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) Fair market value	(h) Method used to determine the fair market value
A	8/10/01	7/22/78	Purchase		4,416,200	Appraisal
B						
C						
D						
E						

**Part II Other Information-** Complete line 2 if you gave less than an entire interest in property listed in Part I.

Complete line 3 if conditions were attached to a contribution listed in Part I.

**2** If, during the year, you contributed less than the entire interest in the property, complete lines a-e.

a Enter the letter from Part I that identifies the property  . If Part II applies to more than one property, attach a separate statement.

b Total amount claimed as a deduction for the property listed in Part I: (1) For this tax year  (2) For any prior tax years

c Name and address of each organization to which any such contribution was made in a prior year (complete only if different than the donee organization above):

Name of charitable organization (donee)

Address (number, street, and room or suite no.)

City or town, state, and ZIP code

d For tangible property, enter the place where the property is located or kept

e Name of any person, other than the donee organization, having actual possession of the property

**3** If conditions were attached to any contribution listed in Part I, answer questions a - c and attach the required statement (see instructions).

a Is there a restriction, either temporary or permanent, on the donee's right to use or dispose of the donated property?

b Did you give to anyone (other than the donee organization or another organization participating with the donee organization in cooperative fundraising) the right to the income from the donated property or to the possession of the property, including the right to vote donated securities, to acquire the property by purchase or otherwise, or to designate the person having such income, possession, or right to acquire?

c Is there a restriction limiting the donated property for a particular use?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

Name(s) shown on your income tax return

Identifying number

**Section B- Appraisal Summary-** List in this section only items (or groups of similar items) for which you claimed a deduction of more than \$5,000 per item or group. **Exception.** Report contributions of certain publicly traded securities only in Section A.

If you donated art, you may have to attach the complete appraisal. See the Note in Part I below.

**Part I Information on Donated Property-** To be completed by the taxpayer and/or appraiser.

4 Check type of property:

- Art \*(contribution of \$20,000 or more)     
  Real Estate     
  Gems/Jewelry     
  Stamp Collections  
 Art \*(contribution of less than \$20,000)     
  Coin Collections     
  Books     
  Other

\*Art includes paintings, sculptures, watercolors, prints, drawings, ceramics, antique furniture, decorative arts, textiles, carpets, silver, rare manuscripts, historical memorabilia, and other similar objects.

**Note:** If your total art contribution deduction was \$20,000 or more, you must attach a complete copy of the signed appraisal. See instructions.

5	(a) Description of donated property (if you need more space, attach a separate statement)	(b) If tangible prop. was donated, give a brief summary of the overall physical condition at the time of the gift	(c) Appraised fair market value
A	220.81 Acres Vacant Land		4,416,200
B			
C			
D			

(d) Date acquired by donor (mo., yr.)	(e) How acquired by donor	(f) Donor's cost or adjusted basis	(g) For bargain sales, enter amount received	See instructions	
				(h) Amount claimed as a deduction	(i) Average trading price of securities
A	7/22/78 Purchase		2,758,600	1,657,600	
B					
C					
D					

**Part II Taxpayer (Donor) Statement-** List each item included in Part I above that the appraisal identifies as having a value of \$500 or less. See instructions.

I declare that the following item(s) included in Part I above has to the best of my knowledge and belief an appraised value of not more than \$500 (per item). Enter identifying letter from Part I and describe the specific item. See instructions.

▶ 220.81 Acres Vacant Land

Signature of taxpayer (donor) ▶ *Bernard Hergel* Date ▶ 7/30/02

**Part III Declaration of Appraiser**

I declare that I am not the donor, the donee, a party to the transaction in which the donor acquired the property, employed by, or related to any of the foregoing persons, or married to any person who is related to any of the foregoing persons. And, if regularly used by the donor, donee, or party to the transaction, I performed the majority of my appraisals during my tax year for other persons.

Also, I declare that I hold myself out to the public as an appraiser or perform appraisals on a regular basis; and that because of my qualifications as described in the appraisal, I am qualified to make appraisals of the type of property being valued. I certify that the appraisal fees were not based on a percentage of the appraised property value. Furthermore, I understand that a false or fraudulent overstatement of the property value as described in the qualified appraisal or this appraisal summary may subject me to the penalty under section 6701(a) (aiding and abetting the understatement of tax liability). I affirm that I have not been barred from presenting evidence or testimony by the Director of Practice.

Sign Here ▶ Signature ▶ *Wm J. Hendry* Title ▶ Appraiser Date of appraisal ▶ 10 August 2001

Business address (including room or suite no.) ▶ 2550 First Street Identifying number ▶ 59-2305022

City or town, state, and ZIP code ▶ Fort Myers FL 33901

**Part IV Donee Acknowledgment-** To be completed by the charitable organization.

This charitable organization acknowledges that it is a qualified organization under section 170(c) and that it received the donated property as described in Section B, Part I, above on 8/10/01 (Date)

Furthermore, this organization affirms that in the event it sells, exchanges, or otherwise disposes of the property described in Section B, Part I (or any portion thereof) within 2 years after the date of receipt, it will file Form 8282, Donee Information Return, with the IRS and give the donor a copy of that form. This acknowledgment does not represent agreement with the claimed fair market value.

Does the organization intend to use the property for an unrelated use? ▶  Yes  No

Name of charitable organization (donee) <b>Lee County</b>	Employer identification number <b>N/A</b>
Address (number, street, and room or suite no.) <b>P.O. Box 398</b>	City or town, state, and ZIP code <b>Fort Myers FL 33902</b>
Authorized signature	Title <b>FL 33902</b>
	Date

A TRACT OR PARCEL OF LAND IN THE NORTH HALF (N ½) OF SECTION 29 AND THE NORTHEAST QUARTER (NE ¼) OF SECTION 30, ALL IN TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER CORNER COMMON TO SAID SECTION 29 AND 30; THENCE N88°56'56"W (BEARINGS BASED ON THE STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83/90) ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 30 FOR 380.01 FEET TO THE EAST RIGHT OF WAY LINE OF DEL PRADO BOULEVARD (70 FEET FROM CENTER LINE); THENCE N00°20'07"W ALONG SAID EAST RIGHT OF WAY LINE FOR 875.61 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE NORTHERLY FOR 1098.59 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 3042.29 FEET. A CENTRAL ANGLE OF 20°41'24", A CHORD BEARING AND DISTANCE OF N10°00'35"E FOR 1092.63 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2196, PAGE 1714, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N89°54'38"E LEAVING SAID EAST RIGHT OF WAY LINE ALONG THE SOUTH LINE OF SAID LANDS FOR 5177.63 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 29 AND TO THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT BEING 668.00 FEET S00°07'49"E FROM THE NORTHEAST CORNER OF SECTION 29; THENCE S00°07'49"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 29 FOR 642.66 FEET TO THE NORTHEAST CORNER OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 29; THENCE S89°37'07"W ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 29 FOR 607.04 FEET; THENCE S01°19'23"W LEAVING SAID NORTH LINE FOR 1308.68 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (N ½) OF SECTION 29, SAID POINT BEING 640.23 FEET S89°50'49"W FROM THE QUARTER CORNER COMMON TO SECTIONS 28 AND 29; THENCE S89°50'49"W ALONG SAID SOUTH LINE OF THE NORTH HALF (N ½) OF SAID SECTION 29 AND ALONG THE NORTH LINE OF CAPE CORAL UNIT 33 AS RECORDED IN PLAT BOOK 16, PAGES 59-61 OF AFORESAID PUBLIC RECORDS FOR 4346.70 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE ROADWAY EASEMENT FOR INGREE AND EGRESS OVER THE SOUTHERLY 60 FEET OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 29, TOWNSHIP 43 SOUTH, RANGE 24 EAST, AS RECORDED IN DEED BOOK 280, PAGE 203 OF SAID PUBLIC RECORDS.

CONTAINING 220.81 ACRES, MORE OR LESS.



This document prepared by  
Lee County Public Works  
County Lands Division  
Project: Conservation Lands Program, Project 8800  
Parcel: 156  
STRAP No.: 29-43-24-C1-00001.0000 (All)  
30-43-24-C2-00004.0000 (Partial)

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

LD  
BFS  
DRS

THIS AGREEMENT for purchase and sale of real property is made  
this 18<sup>th</sup> day of April, 2001 by and between Bernard  
Fliegel and Don David Derzavis, as Trustees, hereinafter referred  
to as SELLER, whose address is 1 Bluebill Avenue, Naples, FL  
34108, 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 221.73 acres more or less, and  
located in North East Cape Coral, adjacent to City of Cape  
Coral Major Park at Del Prado Blvd., 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 ~~Two Million Six Hundred Sixty~~  
Thousand and NO/100 Dollars (~~\$2,660,000.00~~), payable at closing  
by County Warrant.

(Two Million Seven Hundred Seventy)

~~3,000,000.00~~  
\$2,770,000.00  
BF  
DRS  
5/1/01  
DRS

COPY

DES.  
Buyers NY  
OF  
5/1/01

OF

BF  
37  
DES

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 \$2,660,000.00, ~~from a title company acceptable to BUYER.~~ <sup>NY \$2,770,000.00</sup> 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, <sup>Buyer</sup>SELLER is to provide at <sup>Buyer's</sup>SELLER's expense a boundary survey acceptable to BUYER. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. If such survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** 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

DES  
Buyer (M)

DES  
Buyer (M)  
BF 11/10/1

Buyer

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. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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:

[Signature]  
Marshall

SELLER:

Bernard Fliegel  
Bernard Fliegel, Individually  
and as Trustee (DATE)  
~~April 19, 2001~~  
5/1/01 (BFB) (df)

WITNESSES:

[Signature]  
[Signature]

SELLER:

Mr (DON DAVID DERZAVIS)  
Don David Derzavis, Individually  
And as Trustee (DATE)  
~~April 18, 2001~~  
5/1/01 (D) (NY)

CHARLIE GREEN, CLERK

BY: [Signature] 6/19/01  
DEPUTY CLERK (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: [Signature]  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

[Signature] 6/21/01  
COUNTY ATTORNEY (DATE)



## Exhibit "A"

ALL THAT PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 29 AND THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE ONE-QUARTER (1/4) POST COMMON TO SAID SECTIONS 29 AND 30 FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N88°56'39"W 380.11 FEET ALONG THE SOUTH LINE OF NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 30; THENCE N00°19'41"W 875.61 FEET TO A POINT OF CURVE; THENCE NORTHERLY 1097.95 FEET ALONG A 3042.29 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 20°40'40", THE LONG CHORD OF WHICH BEARS N10°00'39"E 1092.00 FEET; THENCE N89°55'32"E 5178.09 FEET TO A POINT ON THE EAST LINE OF SECTION 29, WHICH POINT IS 668.00 FEET S00°06'50"E FROM THE NORTHEAST CORNER OF SECTION 29, THENCE S00°06'50"E 642.70 FEET TO THE NORTHEAST CORNER OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (E1/2 SE1/4 NE1/4) SAID SECTION 29; THENCE S89°38'21"W 585.84 FEET TO THE NORTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHEAST ONE QUARTER OF THE NORTHEAST ONE-QUARTER (E1/2 SE1/4 NE1/4) SAID SECTION 29; THENCE S00°24'40"W 1308.39 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (E1/2 SE1/4 NE1/4) SAID POINT BEING 597.82 FEET S89°52'13"W FROM THE ONE-QUARTER (1/4) POST COMMON TO SECTIONS 28 AND 29; THENCE S89°52'13"W 4388.93 FEET TO THE POINT OF BEGINNING. TOGETHER WITH A NON-EXCLUSIVE ROADWAY EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERLY 60 FEET OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER (E1/2 SE1/4 NE1/4) OF SECTION 29, TOWNSHIP 43 SOUTH, RANGE 24 EAST. SUBJECT TO A PRE-EXISTING ROADWAY EASEMENT OVER AND ACROSS SAID SOUTHERLY-60 FEET.

THIS PARCEL CONTAINS 221.73, ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY FLORIDA, AS N89°23'54"E FROM THE OFFICIAL PLAT OF CAPE CORAL UNIT 85, RECORDED IN PLAT BOOK 24 AT PAGES 49 THROUGH 58 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.



# WILCOX APPRAISAL SERVICES, INC.

643 E. Cape Coral Pkwy., Suite C  
Cape Coral, Florida 33904-8549

941-542-2311 FAX: 941-542-8565  
e-mail: rawmai@peganet.com

March 19, 2001

Robert G. Clemens  
Acquisition Program Manager  
Department of Public Works  
Division of County Lands  
Lee County, Florida  
Post Office 398  
Fort Myers, Florida 33902-0398

Re: Complete Summary Appraisal Report Number: 01-01-02  
Project: Conservation Land Program  
Project No.: 8800  
Parcel No.: 156  
Subject: 221.73-Acre Vacant Tract  
Location: East side of Del Prado boulevard North, Approximately 1/2 Mile North  
of Kismet Parkway, in the City of Cape Coral, Lee County, Florida  
Owner: Bernard Fliegel and Don D. Derzavis, Trustees

Dear Mr. Clemens:

Pursuant to your "Notice to Proceed" correspondence dated January 19, 2001, an inspection and analysis has been made of the above referenced subject property which is legally described in the attached appraisal report for the purpose of estimating the market value of the undivided fee simple interest in the land and improvements, as of February 22, 2001 (date of the most recent inspection).

The Appraisal Standards Board of the Appraisal Foundation adopted the "2001 Uniform Standards of Professional Appraisal Practice" (USPAP) on July 10, 2000. The 2001 standards became effective January 1, 2001. In compliance with Standards Rule 2-2(b), the appraiser is communicating to the reader a "Complete Summary Appraisal Report", one of the three reporting options allowed under Standards Rule 2-2.

The subject property is an unimproved tract of land located on the east side of Del Prado Boulevard North, approximately 1/2 mile north of Kismet Parkway, in the City of Cape Coral, Lee County, Florida. The property is owned by Bernard Fliegel and Don D. Derzavis, Trustees. The property is identified as all of STRAP No. 29-43-24-C1-00001.0000 and part of STRAP No. 30-43-23-C2-00004.0000 in the Lee County Property Appraiser's Office.

The subject property contains 221.73 acres of gross land area and is irregular in shape. Specifically, the subject property has a western property line along the easterly right-of-way of Del Prado Boulevard North that measures 1,973.56 feet; with a depth there from along the northern property line that measures 5,178.09 feet; with a depth there from along the southern property line that measures 4,769.04 feet; and a rear, irregular eastern

property line that can be described as follows: proceed from the southeast corner of the subject property northerly 1,308.39 feet, thence easterly 585.84 feet, thence northerly 642.70 feet. Vehicular access is provided by 1,973.56 feet of frontage along the easterly right-of-way of Del Prado Boulevard North, an arterial, four lane, median divided, paved roadway. Available utilities to the subject property include only telephone and electrical services. Currently, drinking water would be obtained by a private well and pump system and sewage disposal would be provided by a private septic tank and drain field combination. The nearest public water and central sewer services are located approximately 1/2 mile south of the subject property. Based on information provided by the officials with the City of Cape Coral, the costs to extend and hookup to public water and central sewers would be approximately \$2,000,000.

The property is not cleared, is predominantly covered with slash pine flatwoods and palmetto prairie, and consists of mostly uplands. Based on an upland/wetland study of the subject property conducted by Passarella and Associates, Inc. on February 16, 2001, the property has a total of 11.28 acres of potential state jurisdictional wetlands and a 3.64-acre man-made lake. The subject property is a level tract that appears to be of equal elevation as adjoining properties. The property is situated within an area designated Flood Zone C in the Federal Emergency Management Flood Rate Maps, Community Panel Number 125095 0010 C, dated September 18, 1985 (panel not printed). Flood Zone C identifies areas of minimal flooding. The property is assumed to be unaffected by environmental liabilities.

The property is zoned A, Agricultural District, by the City of Cape Coral and is designated Mixed Use on the Cape Coral Future Land Use 2020 Map. The southern and eastern portions of the subject property near the southern and most of the eastern property lines are encumbered by a Lee County Electrical Cooperative electrical transmission/distribution line. The appraiser is not aware of any other easements or restrictive covenants which might adversely affect the market value and development of the subject property. Surrounding land uses include a 218-acre vacant parcel owned by the City of Cape Coral proposed for a City park to the north, a 113-acre vacant parcel nominated for Conservation 2020 (Parcel No. 138) to east, single-family residential lots and homes to the east and south, and large vacant parcels with land use designations of mixed use and light industrial to the west and southwest. Highest and best use of the subject property "as vacant" is estimated to be potential future development. The subject property is currently listed with Realty World, Cape Coral, Florida for \$3,500,000 or \$15,785 per gross acre.

The intended use of the appraisal is understood to be for the use as a basis of value for the possible acquisition of the subject property for the Conservation Land Program.

Market Value is defined as "the most probable price which a specified interest in real property is likely to bring under all the following conditions:

1. Consummation of a sale occurs as of a specified date.
2. An open and competitive market exists for the property interest appraised.
3. The buyer and seller are each acting prudently and knowledgeably.
4. The price is not affected by undue stimulus.
5. The buyer and seller are typically motivated.

6. Both parties are acting in what they consider their best interest.
7. Marketing efforts were adequate and a reasonable time was allowed for exposure in the open market.
8. Payment was made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: The Appraisal of Real Estate, Eleventh Edition, Appraisal Institute, Chicago, Illinois, 1996, Page 24.

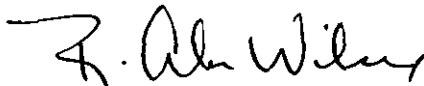
This letter of transmittal precedes the full narrative appraisal report, further describing the property and containing the reasoning and most pertinent data leading to the final value estimates. Your attention is directed to the "General Assumptions", "General Limiting Conditions", and "Certificate of Appraisal", which are considered usual for this type of assignment and have been included in the addendum of this report.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substance or conditions. If the presence of such substances, such as asbestos, urea, formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. Furthermore, the appraiser is not an expert in the determination of jurisdictional wetlands or non-jurisdictional uplands.

By reason of my investigation and analysis, data contained in this report and my experience in the real estate appraisal business, it is my opinion that the market value of the subject property, as of February 22, 2001, is:

**TWO MILLION SIX HUNDRED SIXTY THOUSAND EIGHT HUNDRED DOLLARS.....(\$2,660,800.00)**

Respectfully submitted,  
WILCOX APPRAISAL SERVICES, INC.



R. Alan Wilcox, MAI  
State-Certified General Real Estate Appraiser  
RZ 0000306

**STAFF REVIEW**

5-1-01  
**Date**

SUMMARY APPRAISAL REPORT

OF  
PARCELS 29-43-24-C1-00001.0000  
AND 30-43-24-C2-00004.0000  
EAST OF DEL PRADO EXTENSION  
NORTH FORT MYERS, FLORIDA  
CONSERVATION LANDS PROGRAM 2020  
PROJECT #8800

FOR  
LEE COUNTY DIVISION OF COUNTY LANDS

JANUARY 2001

1/12/01

**RECORDED**  
MAR 06 2001

**COUNTY LANDS**

*Diversified Appraisal, Inc.*  
*Real Estate Appraisers and Consultants*

*Ted A. Dickey, MAI*  
*State-Certified General Appraiser*  
*Certification # 0000570*

*David C. Vaughan, MAI, MBA*  
*State-Certified General Appraiser*  
*Certification # 0000560*



12 January 2001



Lee County Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Attention: Mr. James Jerrel

RE: Job #010105 - Summary Appraisal Report of Parcels 29-43-24-C1-00001.0000 and 30-43-24-C2-00004.0000 East of Del Prado Extension in North Fort Myers, Florida, Conservation Lands Program 2020, Project #8800

Dear Mr. Jerrel:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 11 January 2001. The legal description for the subject property was not provided to the appraiser.

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.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report adheres to the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. Mr. David C. Vaughan has complied with the Appraisal Standards of

Lee County  
Page Two  
12 January 2001

Professional Appraisal Practice, competency provision. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

The purpose of the appraisal is to estimate the market value of the subject property. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

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 and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The function of the appraisal is understood to be for use as a basis of value for possible purchase of the property. This appraisal is for the exclusive use of the Lee County Division of County Lands who is the client.

The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials

Lee County  
Page Three  
12 January 2001

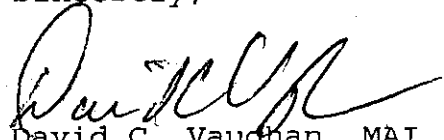
or substances are found on the site, then this appraisal is subject to reanalysis. The appraiser is not an expert in this field. The property contains a reported 221.73 acres of which ±15 acres are wetland areas.

The subject property is appraised as of 11 January 2001, the date of a detailed on-site inspection, which was made by David C. Vaughan, MAI.

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the market value of the undivided fee simple interest of the subject property, as of 11 January 2001, is:

**TWO MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS . . (\$2,770,000)**

Sincerely,



David C. Vaughan, MAI  
State-Certified General Appraiser  
Certification #0000569

EXECUTIVE SUMMARY

PROJECT NAME: Conservation 2020

PARCEL NUMBER: Parcel 156

OWNER OF RECORD: Mr. Bernard Fliegel, Trustee and Don David Derzavis, Trustee

STRAP NUMBER: 29-43-24-C1-00001.0000 and 30-43-24-C2-00004.0000  
(that portion east of Del Prado Extension)

LOCATION: Del Prado Extension

LAND AREA: 221.73 Acres

IMPROVEMENTS: Vacant

ZONING/LAND USE: AG-2, Central Urban

HIGHEST AND BEST USE: Potential Residential Development

ESTIMATE OF VALUE - COST APPROACH: N/A

ESTIMATE OF VALUE - MARKET APPROACH: \$2,770,000

ESTIMATE OF VALUE - INCOME APPROACH: N/A

FINAL VALUE ESTIMATE: \$2,770,000

PER UNIT VALUE: \$12,500 per acre

INTEREST APPRAISED: Fee Simple

DATE OF VALUATION: 11 January 2001

APPRAISERS: Mr. David C. Vaughan, MAI

SPECIAL ASSUMPTIONS: The property is assumed to have ±15 acres of wetland areas.

COMMENTS: (If Necessary)



# Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

Type of Loan			6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
<input type="checkbox"/> FHA	<input type="checkbox"/> FmHA	<input type="checkbox"/> Conv. Unins.	010688		
<input type="checkbox"/> VA	<input type="checkbox"/> Conv. Ins.				

Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

Name and Address of Borrower Lee County PO Box 398 Fort Myers, Florida 33902-0398	E. Name and Address of Seller Bernard Fliegel Don David Derzavis 1 Bluebill Avenue Naples, Florida 34108	F. Name and Address of Lender
--	--	-------------------------------

Property Location Del Prado Blvd. North Cape Coral, Florida TRAP NO. 29-43-24-C1-00001.0000 TRAP NO. 30-43-24-C2-00004.0000	H. Settlement Agent GOLDSTEIN, BUCKLEY, CECHMAN, RICE & PURTZ, P.A.  Place of Settlement 1515 Broadway Fort Myers, Florida 33901	I. Settlement Date 08/10/01
---	---	--------------------------------

J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
<b>GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
Contract sales price	2,758,506.74	401. Contract sales price	2,758,506.7
Personal property		402. Personal property	
Settlement charges to borrower (line 1400)	8,741.35	403.	
		404.	
		405.	
<b>Adjustments for items paid by seller in advance</b>		<b>Adjustments for items paid by seller in advance</b>	
City/town taxes	to	406. City/town taxes	to
County taxes	to	407. County taxes	to
Assessments	to	408. Assessments	to
		409.	
		410.	
		411.	
		412.	
<b>GROSS AMOUNT DUE FROM BORROWER</b>	<b>2,767,248.09</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>2,758,506.7</b>
<b>AMOUNTS PAID BY OR IN BEHALF OF BORROWER</b>		<b>500. REDUCTIONS IN AMOUNT TO SELLER</b>	
Deposit or earnest money		501. Excess Deposit (see instructions)	
Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	184,844.6
Existing loan(s) taken subject to		503. Existing loans taken subject to	
		504. Payoff of first mortgage loan	
		505. Payoff of second mortgage loan	
		506.	
		507.	
		508.	
		509.	
<b>Adjustments for items unpaid by seller</b>		<b>Adjustments for items unpaid by seller</b>	
City/town taxes	to	510. City/town taxes	to
County taxes	to	511. County taxes	to
Assessments	to	512. Assessments	to
		513.	
		514.	
		515.	
		516.	
		517.	
		518.	
		519.	
<b>TOTAL PAID BY / FOR BORROWER</b>		<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>184,844.6</b>
<b>CASH AT SETTLEMENT FROM OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>	
Gross amount due from borrower (line 120)	2,767,248.09	601. Gross amount due to seller (line 420)	2,758,506.7
Less amounts paid by/for borrower (line 220)		602. Less reduction amount due to seller (line 520)	184,844.6
<b>CASH FROM BORROWER</b>	<b>2,767,248.09</b>	<b>603. CASH TO SELLER</b>	<b>2,573,662.1</b>

IF EVEN A RE-PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 2000 ARE PREPARED, THE PARTIES AGREE TO HANDLE SAID RE-PRORATION BETWEEN THEMSELVES.

*Paul Ruffalo* 7-30-2001  
ON BEHALF OF LEE COUNTY.

Bernard Fliegel  
Don David Derzavis

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
SETTLEMENT STATEMENT  
PAGE 2

File Number: 010688

SETTLEMENT CHARGES:				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT	
TOTAL SALES/BROKER'S COMMISSION based on price \$ 2,758,506.74 @ 6.00 = 165,510.40						
Division of commission (line 700) as follows:						
1.	\$	165,510.40	to Realty World			
2.	\$		to			
3.	Commission paid at Settlement				165,510.40	
4.						
ITEMS PAYABLE IN CONNECTION WITH LOAN				P.O.C.		
1.	Loan Origination Fee		%			
2.	Loan Discount		%			
3.	Appraisal Fee		to			
4.	Credit Report		to			
5.	Lender's Inspection Fee		to			
6.	Mtg. Ins. Application Fee		to			
7.	Assumption Fee		to			
8.						
9.						
0.						
1.						
2.						
3.						
4.						
5.						
ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
1.	Interest from		to @ \$ /day			
2.	Mortgage Insurance Premium		to			
3.	Hazard Insurance Premium		yrs. to			
4.						
5.						
RESERVES DEPOSITED WITH LENDER FOR						
1.	Hazard Insurance		mo. @ \$ / mo.			
2.	Mortgage Insurance		mo. @ \$ / mo.			
3.	City property taxes		mo. @ \$ / mo.			
4.	County property taxes		mo. @ \$ / mo.			
5.	Annual Assessments		mo. @ \$ / mo.			
6.			mo. @ \$ / mo.			
7.			mo. @ \$ / mo.			
8.	Aggregate Reserve for Hazard/Flood Ins., City/County Prop Taxes, Mortgage Ins & Annual Assessments					
TITLE CHARGES						
1.	Settlement or closing fee		to			
2.	Abstract or title search		to GOLDSTEIN, BUCKLEY, CECHMAN, RICE & PURTZ	150.00		
3.	Title examination		to GOLDSTEIN, BUCKLEY, CECHMAN, RICE & PURTZ	55.00		
4.	Title insurance binder		to			
5.	Document preparation		to			
6.	Notary fees		to			
7.	Attorney's fees		to			
	(includes above item No: )					
8.	Title Insurance		to GOLDSTEIN, BUCKLEY, CECHMAN, RICE & PURTZ	9,473.00		
	(includes above item No: )					
9.	Lender's coverage					
0.	Owner's coverage	2,758,506.74 ---	9,473.00			
1.	REBATE OF TITLE INSURANCE		GOLDSTEIN, BUCKLEY, CECHMAN, RICE & PURTZ	-947.15		
2.						
3.						
GOVERNMENT RECORDING AND TRANSFER CHARGES						
1.	Recording fees	Deed \$ 10.50 ; Mortgage \$	Releases \$	10.50		
2.	City/county/stamps	Deed \$ ; Mortgage \$				
3.	State tax/stamps	Deed \$ 19,310.20 ; Mortgage \$			19,310.20	
4.	- Intangible Tax					
5.	RELEASE OF OGM				6.00	
ADDITIONAL SETTLEMENT CHARGES						
1.	Survey		to			
2.	Pest Inspection		to			
3.	RELEASE OF OPTION		LEE COUNTY CLERK OF COURT		6.00	
4.	AFFIDAVITS		LEE COUNTY CLERK OF COURT		12.00	
5.						
6.						
7.						
8.						
9.						
0.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)				8,741.35	184,844.60

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

*Paul Ehrnfelt* 7-30-2001

Lee County: Bernard Fliegel Don David Derzavos

I, the undersigned, in my capacity as \_\_\_\_\_, in BEHALF OF LEE COUNTY, certify that I have prepared this settlement statement and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date: \_\_\_\_\_

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and 1010.

**SUMMARY APPRAISAL REPORT**  
OF  
BERNARD FLIEGEL, TRUSTEE, ET AL. PARCELS  
IN  
SECTIONS 29 AND 30-43-24  
CAPE CORAL, FLORIDA

JANUARY 1995

W. MICHAEL MAXWELL  
& ASSOCIATES, INC.  
2550 First Street  
Fort Myers, Florida 33901



**EXECUTIVE SUMMARY**

**OWNER OF RECORD:** Bernard Fliegel, Trustee and Don Derzavis, Trustee (per 1994 Lee County tax roll).

**LOCATION:** West and east sides of Del Prado Extension in Sections 29 and 30-43-24, Cape Coral, Florida.

**LAND AREA:** 405.76 acres total. The west site contains 184.03 acres and the east site contains 221.73 acres.

**IMPROVEMENTS:** None

**ZONING/LAND USE:** AG (Agricultural)/Mixed Use and Major Park Overlay

**HIGHEST AND BEST USE:** Potential Mixed Use Development (Commercial, Industrial and Residential)

**ESTIMATE OF VALUE - Cost Approach** N/A

**ESTIMATE OF VALUE - Market Approach** \$7,350,000

**ESTIMATE OF VALUE - Income Approach** N/A

**FINAL VALUE ESTIMATE:** \$7,350,000\*

\*Allocated \$3,573,000 for the west parcel and \$3,777,000 for the east parcel.

**INTEREST APPRAISED:** Fee Simple

**DATE OF APPRAISAL:** 7 December 1995

**APPRAISER:** W. Michael Maxwell, MAI, SRA

The market value of the subject property, as of 7 December 1995,  
is:

SEVEN MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS.....  
.....(\$7,350,000.00)

\*Allocated \$3,573,000 for the west parcel and \$3,777,000 for the  
east parcel.



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

**W. MICHAEL MAXWELL & ASSOCIATES, INC.**  
APPRAISER/CONSULTANT/REALTOR



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

e-mail: cpmr@maxwellappraisal.com  
web: www.maxwellappraisal.com

(941) 337-0555  
(941) 337-3747 - FAX

2550 First Street  
Fort Myers, Florida 33901

**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

3 April 2002

Mr. Don Derzavis  
5731 Lauder Street  
Fort Myers Beach, Florida 33931

Re: Appraisal of 220.81 acres in Section 29-43-24, Cape  
Coral, Florida.

Dear Mr. Derzavis:

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. A full definition of market value can be found in the body of this report.

As per the Uniform Standards of Professional Appraisal Practice, the appraiser is given three report writing options. These options would include either a self-contained report format, summary report, or restricted use report. A self-contained report format has been requested and will be used for this appraisal. The subject property is vacant land and, as such, only the Sales Comparison Approach to Value will be used. 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 internal/personal uses and/or for Internal Revenue Service filing purposes. It is the appraisers understanding that the previous property owner (Fliegel/Dezavis) will claim a tax deduction for gift purposes as of the previous transfer date on 10 August 2001. On that date, the owner sold the subject property under the voluntary 2020 Land Acquisition Program to Lee County for \$2,758,600 or \$12,493 per acre. It is my opinion that the market value of the subject property is higher than the sale price to Lee County. The owner will therefore claim a deduction for tax purposes. This report is a complete report in that no unusual assumptions or conditions have been adopted and all appropriate approaches to value have been used. In this case, the Sales Comparison Approach to Value is the only applicable approach as the subject property is vacant land. This appraisal

report is a complete self-contained appraisal report format which has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

By reason of my investigation and analysis, data contained in this report, and my experience in the real estate appraisal business, it is my opinion that the market value of the subject property, as of 10 August 2001, is:

**FOUR MILLION FOUR HUNDRED SIXTEEN THOUSAND TWO HUNDRED DOLLARS.....**  
.....(\$4,416,200.00)

Respectfully submitted,



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



W. MICHAEL MAXWELL  
MAI, SRA

**EXECUTIVE SUMMARY**

**OWNER OF RECORD:** Lee County (per 2001 Lee County tax roll). The subject property was previously owned by Bernard Fliegel, Trustee and Don Derzavis, Trustee. The previous owners sold the subject property to Lee County on 10 August 2001 for \$2,758,600.

**LOCATION:** East side of Del Prado Extension in Section 29-43-24, Cape Coral, Florida.

**LAND AREA:** 220.81 acres (per deed).

**IMPROVEMENTS:** None.

**ZONING/LAND USE:** AG (Agricultural)/Mixed Use Land Use.

**ACCESS:** Over 2,000' of facing along Del Prado Extension.

**HIGHEST AND BEST USE:** Future Mixed Use Development (Residential and Commercial).

**ESTIMATES OF VALUE:**

Cost Approach to Value:	N/A
Sales Comparison Approach to Value:	\$4,416,200
Income Approach to Value:	N/A

**FINAL VALUE ESTIMATE:** \$4,416,200

**INTEREST APPRAISED:** Fee Simple

**DATE OF VALUATION:** 10 August 2001

**APPRAISER:** W. Michael Maxwell, MAI, SRA



**APPRAISAL FOR:**

This appraisal is made for the exclusive use of Mr. Don Derzavis, and its use by others without his permission is strictly prohibited. This appraisal is made subject to the Assumptions and Limiting Conditions as listed in the Addenda to this report.

**IDENTIFICATION OF THE SUBJECT PROPERTY:**

The subject property consists of a vacant 220.81 acre mixed use tract of land located in the Section 29-43-24 within the city limits of Cape Coral, Florida. The legal description for the subject property is rather lengthy and can be found in the Addenda to this report.

**PURPOSE OF THE APPRAISAL:**

The purpose of the appraisal is to estimate the market value of the subject property. Market value, as defined by the Uniform Standards of Professional Appraisal Practice, 2002 Edition, is:

*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 and knowledgeably, and assuming the price is not affected by undue stimulus.*

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their best interests.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**FUNCTION OR INTENDED USE OF THE APPRAISAL:**

The function or intended use of the appraisal is understood to be for use as a basis of value for internal accounting purposes and/or personal uses by the client. Specifically, the appraiser is aware that the property owner plans to claim a tax deduction for gift purposes under the Internal Revenue Service provisions. The previous owner (Fliegel/Derzavis) sold the subject property on 10 August 2001 for \$2,758,600 or \$12,493 per acre. It is my opinion that the subject property had a higher value as of the transfer date and the owners are now in the process of filing returns for gift tax and/or donation purposes to the Internal Revenue Service. This appraisal report is a complete report in that no departure provisions have been invoked and no unusual limiting conditions are in effect. The subject property is vacant land, and as such, only the Sales Comparison Approach to Value is considered applicable. The Cost and Income Approaches to Value do not apply in the valuation of vacant land.

**INTEREST TO BE APPRAISED:**

The interest to be appraised is the undivided fee simple interest in the land as if free and clear of all liens, mortgages, and/or encroachments except as amended in the body of this report. Fee simple interest is defined by the Dictionary of Real Estate Appraisal, Third Edi

**DATE OF APPRAISAL:**

The subject property is appraised as of 10 August 2001, the transfer date from the previous owners to Lee County. The subject property was inspected prior to and subsequent to that date. The most recent inspection was on 1 April 2002. The subject property was inspected by Mr. W. Michael Maxwell, MAI, SRA.

**OWNER OF RECORD/PURCHASE HISTORY:**

The owner of record is listed on the 2001 Lee County tax roll as Lee County. The subject property was acquired by Lee County in August 2001 for \$2,758,600. The deed was filed in Official Records Book 3466, Page 277 of the Public Records of Lee County, Florida. The subject property was acquired by Lee County under their voluntary 2020 Land Acquisition Program. The subject property is not listed for sale or under contract.

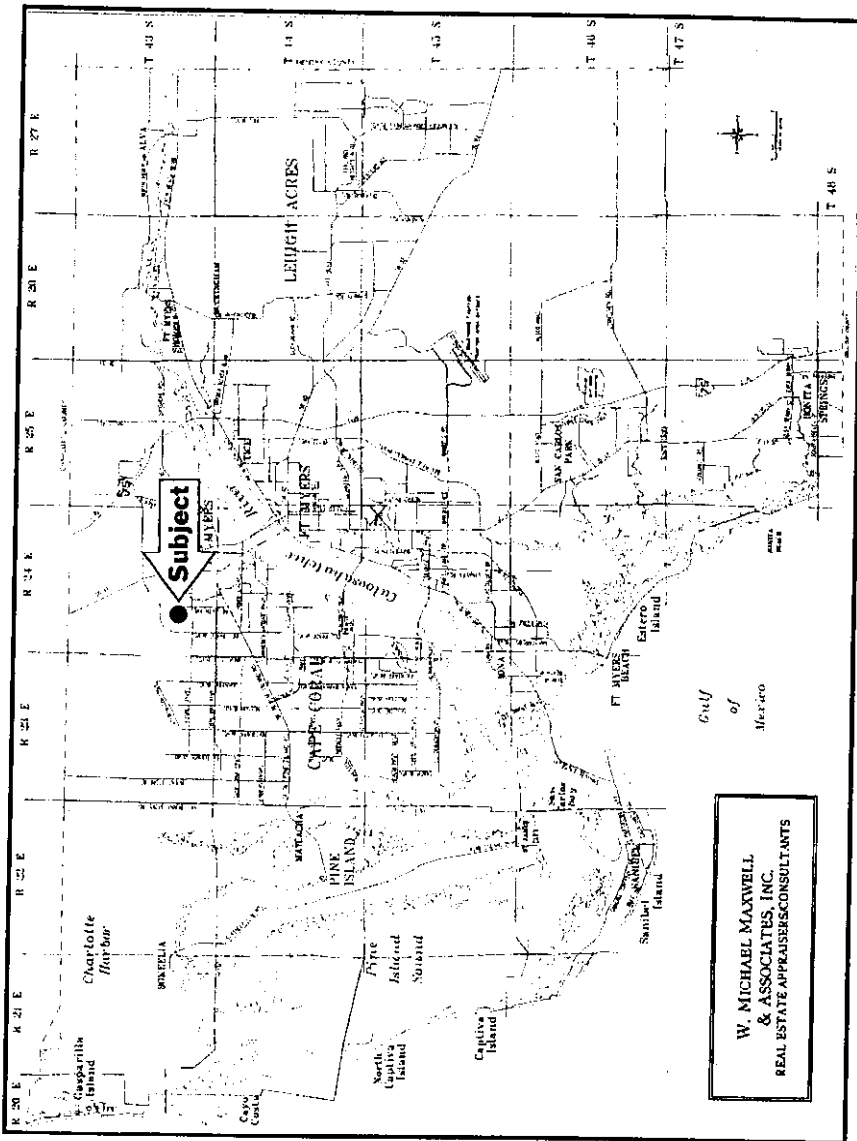
**SCOPE OF THE APPRAISAL:**

The property being appraised consists of a vacant mixed use 220.81 acre tract of land in North Cape Coral. The subject property is agriculturally zoned, but has a highest and best use for mixed use. The City of Cape Coral's Comprehensive Land Use Plan has designated the subject property for mixed use development. The appraiser researched a number of sales throughout Cape Coral as well other areas in Lee County. A total of 10 sales were found. Sale sources include Win2Data, Lee County Property Appraiser records, and the appraiser's work file. All of the sales were or have been verified previously with either the buyer, seller, or agent involved in the transaction. All of the sales will be analyzed on a Price Paid Per Acre Basis as the market typically acquires vacant residential tracts utilizing this multiplier.

**COMPETENCY PROVISION:**

This appraisal report has been prepared in conformity of the Uniform Standards of Professional Practice (USPAP). Within USPAP there is a competency provision which states, in part, "prior to accepting an assignment or entering into an agreement to perform an assignment, an appraiser must properly identify the problem to be addressed and have knowledge and experience to complete the assignment competently...". If the appraiser lacks knowledge or experience necessary for a particular assignment, this must be disclosed and all necessary steps to complete this assignment competently must be taken. In regards to this appraisal, the appraiser has the necessary knowledge and experience necessary to complete the assignment.

**PARCEL LOCATION MAP:**



CERTIFICATE OF APPRAISAL


I certify that, to the best of my knowledge and belief:

- That statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal unbiased professional analyses, opinions and conclusion.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, or an amount which would result in approval of a loan.
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, W. Michael Maxwell, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute.
- W. Michael Maxwell, MAI, SRA has made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.

*Certificate of Appraisal*

The market values of the subject property, as of 10 August 2001, is estimated to be:

**FOUR MILLION FOUR HUNDRED SIXTEEN THOUSAND TWO HUNDRED DOLLARS.....**  
.....(**\$4,416,200.00**)



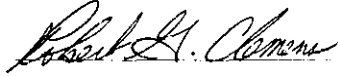
W. Michael Maxwell, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055

**MEMORANDUM  
FROM  
COUNTY LANDS**

02 SEP - 6 PM 3:33  
RECEIVED BY  
LEE CO. ATTORNEY

DATE: September 6, 2002

To: David Owen  
Chief Assistant to County Attorney

FROM:   
Robert G. Clemens  
Acquisition Program Manager

RE: **Conservation 2020 - Parcel 156  
IRS Form Request from Seller - Fliegel and Derzario**

Pursuant to our telephone conversation on September 3, 2002, regarding the above subject, I have attached a copy of an appraisal performed by W. Michael Maxwell, MAI, owners' appraiser, valuation pages from appraisals performed by David Vaughan, MAI and Alan Wilcox, MAI, County's appraisers, correspondence to and from sellers' representatives and myself, copies of IRS forms, and closing statement.

I am not willing to sign the IRS document being the County paid a price equal to the appraised value of its highest appraisal, adjusted downward due to a reduction in the property's acreage, however, based upon the highest appraisal's per acre value. The negotiated purchase price was not contingent upon the County executing the IRS form, nor was the matter ever discussed, until this time. Since the IRS form refers to the "donee" and no donation or reduction in the purchase price was received by the County, and the conveyance meets the conditions of an arms length, market oriented transaction, I don't feel it is appropriate to execute a document that leads someone to believe the contrary. Further, in speaking with Mr. Fliegel, he said they could file their tax documents with a copy of the recorded deed. I recommended that they do so, thereby, removing the County from any involvement with their tax filing.

cc: Karen Forsyth, Director of County Lands



**ACQUISITION AGENT'S  
Status and Contact Record**

Property No. 156

Project: Conservation Land Program Project No. 8800

Owner's Name: Bernard Fliegel & Don D. Derzaris, Trustees

Telephone No., Business: ( 941) 597-3935 (Fliegel) 941-463-4099 (Derzaris)

Home: \_\_\_\_\_

Fax: ( 941) 597-3935

Address, (Fliegel) 1 Bluebill Avenue, Naples, FL 34108-1741

(Derzaris): 2500 Del Prado Blvd. S., Cape Coral, FL 33904-5750

Nominator: Helen Dempsey, Steve Pohlman, City of Cape Coral,

Address: PO Box 150027, Cape Coral, FL 33915-0027, 574-0823

and ~~Bob~~ Gerrero, Realtor, Realty World, 574-8121

Phone No.: Bob

Fax No.: \_\_\_\_\_

Parcel Summary:

Date Property Assigned: 11/15/00

Initial Offer Amount: \$2,660,000<sup>00</sup>

Date: 3/29/01

Purchase Price: \_\_\_\_\_

Date: \_\_\_\_\_

Appraiser: David Vaughan

Appraisal Amount: \$2,770,000<sup>00</sup>

Date: 3/6/2001

Appraiser: Alan Wilcox

Appraisal Amount: \$2,660,700<sup>00</sup>

Date: 3/20/2001

Agent: \_\_\_\_\_

**Contact Reports**

(Specify Date, Time, Place, Persons Present, and Content of Discussion)

11/21/00 - Received call from Bernie Fliegel. Wanted to know where we go from here. I explained the process + told him we would be getting appraisals and then we would be in a position to negotiate a purchase. I told him it would probably be the first of January ± before we had the reports. He said OK.

11/21/00 - Per staff direction in meeting, need to have asking price reduced before appraisals are ordered. Asking price of \$3,500,000<sup>00</sup> (\$15,725 per acre) is substantially above market value.

11/22/00 - Letter to property owners stipulating that their price is too high + before we proceed with appraisals, they must agree to reduce their asking price.

Contact Record - continued

- 11/27/00 - Return call from Mr. Bob Grenier, author who was listing. Set appt. to meet here on Weds Nov 29th @ 9:30am.
- 11/29/00 - Meeting w/ Bob Grenier. The property was discussed in detail and he provided me with info (i.e. past listing agreement, appraisal), and told him I would get with staff asap to discuss and see if we want to proceed with one or both appraisals.
- 11/2/00 - Return call from Mr. Grenier. I told him STAs were being prepared for appraisals and that we should begin appraising under contract very soon. I told him that as soon as we are under contract, I will call him to let him know so he can contact appraisers and meet with them on site if desired. I explained the delay on holidays and personal circumstances of me being out of the office.
- 1-11-01 MAILED STA'S FOR SIGN/SEAL TO APPRAISER'S WILCOX + DIVERSIFIED. ALSO MAILED APPRAISER INTEREST AFFIDAVIT.
- 1-16-01 REC'D EXECUTED STA + AFFIDAVIT. Routed FOR SIGNATURES. MAILED/EMailed NTP #12 TO DIVERSIFIED, DELIVERED (2) ORIGINAL STA'S TO C. LOGAN.
- 2-8-01 MAILED/FAXED NTP #1 TO PASSARELLA + ASSOC. UPDATED VENDOR LOG. CREATED GRANTWISE CALENDAR REMINDER.
- 2/16/01 Received message from L. Riley to call Kevin Duffy of Cape Cod Breeze. He wanted a status of our acquisition effort for this parcel. He's doing an article for his paper. I returned his call @ 11:30 am and left message on his voice mail. His number is 574-1110 Ext. 139.
- 3/6/01 Received appraisal report from D. Vaughan
- 3/20/01 Received Appraisal report from A. Wilcox

Contact Record - continued

3/21/01 - Called Bob Greeno and left message that we received appraisal from A. Wilson and should be ready to proceed in about a week.

3/26/01 - Called Bob Greeno + told him we should have appraisals reviewed by next week and then will be ready to make offer.

3/29/01 - Mailed letter + contract to Bob Greeno.

4/3/01 - Received call from Bob Greeno. Wanted copies of appraisals to have when he meets w/ his clients. I told him these were confidential. I told him I could provide copies of comp. sales. He then requested that I fax the comp. sales so he could go over with the property owner.

4/3/01 - Faxed comp sales to Bob Greeno.

4/3/01 - Received call from Bob Greeno. Just wrapped up Mr. meeting w/ property owners. They are unhappy w/ county's offer. I told him they could submit counter offer, but that we did not have a whole lot of room to move up in price. I told him to send me something in writing to indicate their counter. Mr Greeno also stated that Mr. Floyd had called Pub. Sec. Director of City of Cape Coral to express dissatisfaction w/ County's offer. Appears to be attempting to have City apply pressure to do etc. deal.

4/3/01 - Received Fax from Bob Greeno with counter offer of \$3,080,000<sup>00</sup>

4/10/01 - Letter to Bob Greeno with counter offer from County of \$2,715,400<sup>00</sup>

4/11/01 - Received call from Bob Greeno. Property owners are very unhappy w/ our counter offer. I reiterated that our offer is based on two (2) appraisals + that senior staff agrees that we have no reason to disregard + recommend

o himself to the Bocc. He said he would get back with me.

## Contact Record - continued

- 4/22/01 - Received counter offer from seller Bob Greener for \$3,000,000, along with comp. sales in support thereof.
- 4/24/01 - Memo to R. Clonius to review comp. sales & advise on counteroffer w/c to K. Forsyth.
- 4/27/01 - E-mail memo to K. Forsyth.
- 4/28/01 - Meeting with Bob Greener. Made final verbal offer of \$2,770,000. He said he would meet with his clients & get back with me.
- 4/29/01 - Telephic call from Bob Greener. Said they would accept \$2,770,000, but would like to see if they can get unpaid fee credit from the county. I told him I did not think that was possible but that I would look. It only adds to the purchase price and \$2,770,000 was our top offer. He also wanted the county to obtain release for OGM from Exxon. I said the county would not agree to being responsible for that, but we would cooperate in any way possible and that the title insurance company should do the necessary leg work. He said ok.
- 4/27/01 - Letter and contract mailed to Bob Greener.
- 5/2/01 - Letter to Bob Greener.
- 5/9/01 - Blue Sheet routed to BOCC for 6/19/01.
- 6/20/01 - Called Bob Greener & K. Forsyth. He said he would check. Did not know if one existed.
- MAILED CLOSING LTRS TO FURLONG, FLIEGEL & DERZAVIS.  
COPIED R. GERRERO. UPDATED IN VALUE PLUS ACQ-LOG DATABASES. SET GROUPWISE CALENDAR TASKS. FAXED RFI QUOTE REQUEST TO GFA.
- 6/20/01 - Received call (R. Clonius received) that one of the property owners (Derris) had called Comm. Jones complaining about the fact that we were not going to close in 30 days. Robert called Mr. Derris on speaker phone & tried to explain the terms of the Contract (i.e. 90 days allowed in contract). Also tried to explain that we have projected

Contact Record - continued

A closing date of August 10<sup>th</sup> will close sooner than that if possible. Mr. Derzavis was not happy with that and indicated that I had promised a 30 day closing. I told Mr. Derzavis that I had never spoken to him prior to this conversation but that I never promised anyone that the closing would be 30 days. Mr. Derzavis just said that any closing date was unacceptable and that we should call his partner (Mr. Fliegl) and explain to him. Robert & I then called Mr. Fliegl. He understood that the contract stipulated 90 days and agreed that we legally had that amount of time. Mr. Fliegl indicated that Mr. Derzavis was only a minor partner and did not have any knowledge of how these things work and that ~~he~~ (Mr. Derzavis) was not speaking for him. Robert & I explained that we would close just as soon as we could and that if approved we would have no problem meeting the Aug 10<sup>th</sup> date, and possibly even sooner. Mr. Fliegl indicated that that was fine and understood we would close just as soon as we could.

I then called Bob Greener to let him know what had transpired. Bob said he had a survey, but didn't know if it would be adequate. He said he would drop it by this afternoon. He also said the mineral case w/ Everland had been released and that the attorney (Steve Buckley) had that. I told Bob that we probably can close sooner than Aug 10<sup>th</sup> if that is the case, and that I would keep him abreast of the situation.

RE-MAILED CORRECTIVE CLOSING LTRS TO STEPHEN BUCKLEY,  
B. FLIEGEL, D. DERZAVIS, + R. GERRERO. UPDATED GROUPWISE  
CALENDAR ITEMS.

JOHN SKINNER @ GFA TELEPHONED - QUOTED \$3200 WITH 2 WEEK  
DELIVERY TIME - J. JERREL OK'D AMOUNT - I TELEPHONED  
JOHN + REQUESTED HE DELIVER (2) SIGNED, SEALED STAS.  
HE STATED THAT WE SHOULD HAVE THEM IN HAND TOMORROW.

Contact Record - continued

6-21-01 REQUESTED + RECEIVED NEW VENDOR NUMBER FOR  
STEPHEN W. BUCKLEY @ GOLDSTEIN, BUCKLEY, CECHMAN,  
RICE + PURTZ. UPDATED TITLE COS @ ACQ-LOG DATABASE.  
TELEPHONED SUE @ DENI ASSOC. NOTIFIED HER I WILL  
FAX SURVEY QUOTE REQUEST TO BEN HOMOLA AND TO HAVE  
BEN CALL ME WHEN HE RECEIVES IT.

REC'D COPY OF VICINITY BOUNDARY SURVEY FM R. GERRERO -  
DOESN'T COVER OUR PROPERTY BUT THE ABUTTING PROPERTY  
TO THE NORTH.

BEN HOMOLA CALLED + REQUESTED ANY TITLE COMMITMENT  
OR SURVEYS WE HAVE FOR HIS QUOTE FORMULATION. I  
MAILED THEM TO HIM.

6-26-01 REC'D SURVEY QUOTE FM DENI ASSOC. FWD TO AGENT FOR REVIEW,  
ON TO ORDER STA'S.

REC'D EXECUTED STA#2 FM CONTRACTS W/NO DIRECTOR SIGNATURE  
AND NO NTP. RETURNED STA PIG TO LAUREN @ CONTRACTS FOR  
PROCESSING. TELEPHONED BEN HOMOLA - REQUESTED HE DELIVER  
(2) SIGNED, SEALED STA'S.

6-27-01 REC'D (3) SIGNED, SEALED STA'S FM DENI. SENT TO CONTRACTS SECTION  
FOR PROCESSING. TELEPHONED BEN HOMOLA - QUOTE IS FIRM  
BUT DELIVERY DATE CAN BE CHANGED TO 4 WKS - "THEY'LL  
DO THE BEST THEY CAN"

6-28-01 MAILED/FAXED NTP#7 TO DENI ASSOC. FAXED COPY OF NTP#7  
TO ANIK SMITH/JIM WIK/PATRICK. UPDATED IN VALUE DATABASE.  
SET GROUPWISE CALENDAR TASK FOR SURVEY DELIVERY DATE.  
GAVE ORIGINAL STA'S TO C. LOGAN W/COPY OF NTP#7.

7-2-01 REC'D COPY OF NOTICE TO VACATE + REMOVE CATTLE FM B. FUEGEL.  
REC'D (2) COPIES OF PAI FM @FA - MAILED (1) TO A. SMITH  
REC'D COPY OF EXECUTED PA. MAILED COPY OF PA TO MR. FUEGEL,  
MR. DERZAVIS, STEPHEN BUCKLEY + ROBERT GERRERO.  
REC'D EXECUTED STA FM CONTRACTS FOR DENI ASSOC.

Contact Record - continued

7-3-01 TELEPHONED BOB GERRERO, BROUGHT HIM UP TO DATE WITH STATUS OF CLOSING - DUE DATES FOR COMMITMENT, BOUNDARY SURVEY, STATEMENT,

7-5-01 REC'D COMMITMENT FM ATTY. BUCKLEY. REVIEWED W/ R. CLEMENS - EVERYTHING LOOKS GOOD + ACCOUNTED FOR. REC'D PROPERTY LINE INCONSISTENCY FAX FM DENI ASSOC.

7-6-01 CONF. CALL W/ BEN HOMOLA, R. CLEMENS RE: P/L INCONSISTENCY. WE WILL CONFER W/ REALTOR BOB GERRERO AND GET BACK W/ DENI ASSOC. FOR DIRECTION.

LEFT PHONE MSG. FOR BOB GERRERO TO CALL ME.

TELEPHONED BERNARD FLIEGEL - HE IS AWARE OF ENCROACHMENT AND "HAS TAKEN CARE OF IT IN THE PAST." WE TOLD HIM THAT WE DON'T WANT TO PURCHASE THE ENCROACHMENT AREA + THEREFORE WE WILL BE ACQUIRING THE ORIGINAL PARCEL LESS THE ENCROACHMENT, TO WHICH HE AGREED. WE GAVE HIM BEN HOMOLA'S PHONE NUMBER AND ASKED HIM TO CALL BEN. WE TELEPHONED BEN AND GAVE HIM MR. FLIEGEL'S TELEPHONE NUMBER IN CASE MR. FLIEGEL DOES NOT CALL FIRST.

FAXED BEN HOMOLA'S LTR TO BOB GERRERO, PER HIS REQUEST.

7-9-01 BEN HOMOLA TELEPHONED - HE STATED THAT THE INFORMATION PACKAGE HE REC'D FM B. FLIEGEL DOES NOT ADDRESS OR RESOLVE THE ENCROACHMENT ISSUE. I TOLD BEN THAT WE NOTIFIED B. FLIEGEL OF THE ENCROACHMENT.

7-10-01 TELEPHONED B. FLIEGEL - HE CONFIRMED THAT DENI ASSOC. WILL GENERATE NEW LEGAL DESCRIPTION, RESULTING IN A LESSER ACQUIRED AREA, TO WHICH HE VERBALLY AGREED. MR. FLIEGEL STATED THAT HE WOULD NOTIFY MR. DERZAVIS OF THIS INFORMATION.

7-11-01 REC'D COPY OF STA #7/B FM CONTRACTS.

Contact Record - continued

7-13-01 BEN HOMOLA REQUESTED COPY OF DOCUMENT CREATING 60'  
SOUTHERN ROW EASEMENT. FAXED COPY OF DEED BOOK  
280, PG 203 TO HIM.  
REC'D COPY OF LTR FM R. GERRERO RE: SECTION 29  
CONFLICTING LINE.

7-27-01 REC'D SURVEY FM HOMOLA - FAXED THE NEEDED CERTIFICATIONS  
TO B. HOMOLA, ALSO REQUESTED DIGITAL FILE ON CD - HE WILL  
PRINT NEW COPIES + DELIVER W/CD ON MONDAY.  
SURVEY SHOWS 220.81 ACS. SO  $(221.73 - 220.81) \times \$12,492.67/AC$   
EQUALS \$11,493.26 REDUCTION IN SALES PRICE.  
REC'D CORRECTED SURVEY PLUS FILE ON DISC. DELIVERED  
SURVEY TO A. SMITH @ PARKS/REC. LEFT PHONE MSG FOR B. GERRERO

7-30-01 DELIVERED SURVEY WITH NEW L&L DESCRIPTION TO D. CHAPMAN  
@ GOLDSTEIN + BUCKLEY. ASKED FOR NEW SETTLEMENT STATEMENT  
INDICATING REDUCTION IN PURCHASE PRICE. ASKED FOR NEW DEED  
W/CORRECT L&L DESCRIPTION. TELEPHONED / LEFT MSG FOR  
R. GERRERO.  
REC'D REVISED SETTLEMENT STATEMENT, DELIVERED  
FUNDS REQUEST MEMO TO FISCAL. UPDATED ACQ-LOG PLUS INVALUE  
DATABASES.

7-31-01 GAVE COPY OF SURVEY TO R. GERRERO.  
SURVEY INVOICE SENT TO FISCAL FOR PAYMENT.

7-31-01 I spoke to Mr. Casero. He called regarding the reduction of the purchase price  
of this parcel. He wants me to consider revising the SE by agreement as offset to the  
price reduction. I told him that will come with the parcel. I explained that I have to follow  
the terms of the purchase agreement and must reduce the purchase price. He requested  
that I give it further consideration.

8-2-01 CONFIRMED CLOSING DATE/TIME OF 8-10-2001 @ 9<sup>00</sup> AM W/ DEB  
CHAPMAN. SENT GROUPWISE APPOINTMENT TO R. CLEMENS +  
MYSELF.



Contact Record - continued

8-3-01 FAXED CATTLE LEASE INFO TO ANIK @ PARNIS+REC.

8-8-01 TELEPHONED JIM GREEN - HE SPOKE WITH KELLY VAN METER (992-2555) TOLD HIM HE HAD 90 DAYS TO MOVE CATTLE, THEY DON'T WANT TO CONTINUE THEIR CATTLE LEASE. I TELEPHONED MR. VAN METER DIRECTLY, HE STATED AS SOON AS THE WATER LEVEL DROPS, HE WILL MOVE THE CATTLE ACROSS DEE PRAIRIE ONTO OTHER PROPERTY OWNED BY B. FLIEGEL. HE STATED THAT ALL HIS LEASE PAYMENTS WERE UP TO DATE WITH MR. FLIEGEL. MR. VAN METER ALSO STATED THAT HE WOULD TRY TO LOCATE THE LIABILITY POLICY AND FAX IT TO ME PRIOR TO FRIDAY. HIS INS. AGENT IS <sup>WENDELL</sup> WENDY WILLIAMS @ FLORIDA FARMERS MUTUAL, FLORIDA FARM BUREAU INSURANCE (561-5700)  
REC'D CLOSING FUNDS FM FISCAL.

8-9-01 TELEPHONED W. WILLIAMS @ FARM BUREAU INS., & ASKED FOR FAXED COPY OF CATTLE LEASE INSURANCE POLICY FOR KELLY VAN METER. HE STATED THAT HE WOULD FAX IT TO ME SHORTLY.  
REC'D COPY OF INS. POLICY FM WENDELL WILLIAMS

8-10-01 CLOSED ON PROPERTY W/STEPHEN BUCKLEY & DEB CHAPMAN. SENT CLOSING NOTIFICATION E-MAIL. UPDATED ACQ-LOG PLUS INIVALUE DATABASES.

8-16-01 REC'D DEED & POLICY FM DEB CHAPMAN. REVIEWED FOR ACCURACY-GOOD. UPDATED ACQ-LOG PLUS INIVALUE DATABASES. SENT ORIGINALS TO MINUTES, COPIES OF DEED TO TITLE/MAPPING SECTION AND ROB IRVING @ ENVIRONMENTAL SCIENCES.

11-201 FILE FOLDER CLOSED OUT.

8-9-02 I received a request from Cassie McEachern, City of Ankeny, attorney for seller. They want the County to sign documents IRS form. I told her they were not done since we paid full appraised value, I should not recommend signing.

8-9-02 I spoke to Dawn + she agreed.

8-13-02 I mailed Cassie McEachern a letter explaining the documents

Property Owner Contact Record

Page \_\_\_ of \_\_\_ Pages

Parcel No. \_\_\_\_\_

Project: \_\_\_\_\_

Contact Record - continued

8-26-02 I returned Robert Herrera's call. I explained to him that I do not agree w/ Maxwell's appraisal value, as I had explained to the client's attorney, and that I will not sign a document indicating any type of donation occurred when one did not. He wanted me to meet w/ his client, I told him I would but, I will not change my position. I told he said the document only states that the transaction occurred. I recommended he attach a copy of a deed - as there was no donation.

9-3-02 I received a ~~fax~~ <sup>fax</sup> from Robert Herrera advising the above.

9-3-02 I called Jim Cozart - he is on vacation.

9-3-02 I called David Owen and explained the above. I told him I will not sign the document because there was no donation; the County paid the top appraisal amount. David said to send him the info + valuation sheet for appraisal.

9-3-02 Bernard F. Bigal called. He requested that I sign the document. I told him as I did about Herrera above. I told him I will refer this to David Owen. I further recommended that he file a copy of the deed.

9-6-02 I sent David Owen a memo + copies.

**CLASAC COORDINATOR  
Status and Contact Record**

Nomination No.: 156 CARL PROJECT: Y \_\_\_ N \_\_\_ Contact: \_\_\_\_\_

Project: Conservation Land Program Project No. \_\_\_\_\_

STRAP NO.	29-43-24-C1-00001.0000 (all); 30-43-24-C2-00004.0000 (partially)	
	<b>PROPERTY OWNER NO. 1</b>	<b>PROPERTY OWNER NO. 2</b>
Owner(s):	Fliegel, Bernard	Derzaris, Don D.
Address:	One Bluebill Avenue Naples, FL 34108	<del>One Bluebill Avenue Naples, FL 34108</del> <i>2500 Del Prado Cap Coral, FL 33904</i>
Phone No.:	Home: /Business 941-597-3935	Home: /Business: <del>941-597-3935</del> <i>463-4099</i>
Fax No.:	941-597-3935	<del>941-597-3935</del>
	<b>NOMINATOR NO. 1</b>	<b>NOMINATOR NO. 2</b>
Nominator:	City of Cape Coral - <i>Helen Dempsey</i>	<i>Steve Pohlman, City Parks Director</i>
Address:	P. O. Box 150027 Cape Coral, FL 33915-0027	<i>Bob Genaro, Realtor: 574-8121</i>
Phone No.:	Business: 941-574-0823/Home:	Business: /Home:
Fax No.:	941-574-0822	

**Process Dates:**

Application Received:	6/6/00	Letter Mailed to Applicant:	
Application Accepted:	<i>6/6/00</i>	Letter Mailed to Applicant:	
Application Distributed to Staff for Initial Review:		<i>6/19/2000</i>	
Application Distributed to C&R Subcommittee:			
Application Distributed to CLASAC Committee:			
<b>Criteria &amp; Ranking Subcommittee Meetings:</b>			
Initial Reviews:	<i>7/18/00</i>	<i>forward to 2nd review</i>	
Letters:			
Secondary Reviews:	<i>9/19/00</i>	<i>Dispute for acquisition</i>	
Letters:			
BOCC Recommendations:			
Letters:			
Field Review:	<i>8/9/00 8:30 am (See Email Correspondence)</i>		
<b>CLASAC Meetings:</b>			
Initial Reviews:	<i>7/27/00</i>		
Letters:	<i>7/31/00</i>	<i>cc: Steve Pohlman Bob Genaro</i>	
Secondary Reviews:	<i>9/28/00</i>		
Letters:			
BOCC Recommendations:	<i>9/28/00</i>	<i>Dispute</i>	
Letters:	<i>10/23/2000</i>		
<b>Land Management Subcommittee Meetings:</b>			
Letters:			
BOCC Meetings:	<i>Draft Emailed Initials</i>	<i>10-31-00</i>	
Letters:			
File Forward to Acquisition Agent:			
	(Date)	(Agent)	

**Summary of Scores:**

Initial Criteria Scores:	<i>4</i>	(Staff)	<i>4</i>	(C&R)	<i>4</i>	(CLASAC)
Secondary Scores:	<i>34</i>	(Staff)	<i>34</i>	(C&R)	<i>34</i>	(CLASAC)
BOCC:	<i>✓</i>	(Forwarded)	<i>✓</i>	(Approved)		(Not Approved)

**Additional Comments:**

*Redimap - Vol. 3, pg. 14-29*

Contact Record

	PROPERTY OWNER NO. 1	PROPERTY OWNER NO. 2
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Phone No.:	Home: /Business: 941-597-3935	Home: /Business: 941-597-3935
Fax No.:	941-597-3935	941-597-3935

	NOMINATOR NO. 1	NOMINATOR NO. 2
Nominator:	City of Cape Coral -	
Address:	P. O. Box 150027 Cape Coral, FL 33915-0027	
Phone No.:	Business: 941-574-0823/Home:	Business: /Home:
Fax No.:	941-574-0822	

7-19-00 - Called Bob Genero re: "Attachment K" requirement. - left messages

7-20-00 Discussed "Attachment K" requirement by telephone with Bob Genero.  
 He stated that the requirement to be notified within 60-90 days of the application is considered to be addressed by Don Derzavis - even though the market range was not specifically discussed at the CBS meeting.  
 We agreed to proceed with the nomination process. LR 8:50 am

10/13/00 Forwarded copy of Summary to Helen Dempsey for C.C. Review