

WALK ON #1

Lee County Board Of County Commissioners

Blue Sheet No. 20060645

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Adopt a Resolution of Exchange between the County and the South Trail Fire District relating to property located on Daniels Parkway; approve accompanying Agreement for Exchange of Real Estate, authorizing Chairwoman to execute the agreement and all other documents necessary to effectuate the exchange; authorize the Division of County Lands to handle and accept all documentation to complete this transaction; and approve payment for costs to close.

2. WHAT ACTION ACCOMPLISHES: Exchanges of real property are required to be approved by the Board of County Commissioners, pursuant to Florida Statute, 125.37.

3. MANAGEMENT RECOMMENDATION: Approve

Date Critical

4. Departmental Category: /

5. Meeting Date: **06-06-2006**

6. Agenda:
<input type="checkbox"/> Consent
<input checked="" type="checkbox"/> Administrative
<input type="checkbox"/> Appeals
<input type="checkbox"/> Public
<input type="checkbox"/> Walk-On

7. Requirement/Purpose: (specify)	
<input checked="" type="checkbox"/> Statute	125.37
<input type="checkbox"/> Ordinance	
<input type="checkbox"/> Admin. Code	
<input checked="" type="checkbox"/> Other	BS 20041022

8. Request Initiated:
Commissioner _____
Department Independent
Division County Lands
By: Karen L.W. Forsyth, Director
[Signature]

9. Background:

On September 14, 2004, the board conceptually approved exchange of real estate with the South Trail Fire Protection & Rescue Service District of property located on Daniels Parkway.

Over the last 20 months, numerous discussions have occurred between County Staff and the Fire District, resulting in the Agreement being presented to the Board.

Together with the exchange of the real estate, the agreement also requires the Fire District to contribute \$155,987 in cash on the transaction, resulting in a full equitable exchange between the parties.

Contrary to the original idea of eventually converting the Fire Station into an EMS Public Safety Facility, Public Safety and LDOT officials are now of the opinion, the location may not be the best for the EMS operation in this area due to the heavily congested frontage road system providing current access to Daniels Parkway. Therefore, the following is the cohesive County Staff recommendation:

1. Enter into Exchange Agreement identifying the property the County will receive in the exchange to be under the "jurisdiction" of LDOT until such time a final decision is made by the Board as to the best public use for the site.
2. Authorize \$29,470 of the cash contribution, which will be made by the Fire District, to be given to the Utilities Department as reimbursement for payment made on October 11, 2000 by Utilities to LDOT for a small portion of the subject County property, which has been determined to no longer be necessary for a sanitary pump station.
3. Authorize the balance of \$126,517 of the cash contribution, which will be made by the Fire District, to be given to Public Safety/EMS Division, to be utilized in the establishment of a future EMS Public Safety Facility which is determined to best service the area.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services <i>up to 5/18</i>				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	HS 018/00

11. Commission Action:
 Approved *JJA*
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN: *[Signature]*
 5-16-06
 1:10
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 5/16/06

Rec. by County
 5/15/06
 Time: 2:35 pm
 Forwarded To: *[Signature]*

COPY

DCL

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20041022

1. REQUESTED MOTION:

ACTION REQUESTED: Conceptually approve an exchange of real estate with the South Trail Fire Protection and Rescue Service District of property located on Daniels Parkway; authorize staff to negotiate details of exchange under FS Chapter 125.37 in order to arrive at a mutually benefiting recommendation to present to the Board at a subsequent meeting.

WHY ACTION IS NECESSARY: Board's direction is necessary before staff time is expended.

WHAT ACTION ACCOMPLISHES: Allows staff to work with the Fire District to negotiate details of a proposed exchange.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 5

C6A

3. MEETING DATE:

09-14-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 125.37
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY: *K. Forsyth*
Karen L.W. Forsyth, Director

7. BACKGROUND: The South Trail Fire Protection and Rescue Service District (STF) has approached Lee County EMS with a proposal to exchange properties on Daniels Parkway.

STF is outgrowing its station located on the south side of Daniels Parkway near I-75. STF, by resolution of its Board, is asking Lee County to consider exchanging county-owned property located on Sophomore Lane and Daniels Parkway, for their station to be used by County EMS. The County-owned property is a remainder tract of land from the widening of Daniels Pkwy. County DOT has indicated the property is not needed for any current or future use and could be surplus.

EMS states the location of the current fire station near the Interstate makes for an ideal opportunity to fully house an EMS operation for less money than constructing a new building elsewhere.

Staff recommends Board authorization to pursue a potential exchange of properties. All details of the exchange will be brought before the Board at a later date for review and final consideration.

Funding is not required for this agenda item.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other Public Safety	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>8-11-04 [Signature]</i>	<i>[Signature] 8/27/04</i>	OA <i>8/30/04</i>	COM <i>9/1/04</i>	Risk <i>8/26/04</i>	GC <i>8/26/04</i>	<i>[Signature] 9/1/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

AFTER DISCUSSION

Rec. by CoAtty
Date: 8/26/04
Time: 1:00
Forwarded To:
*Co. Admin
8/27/04 4pm*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
8/30/04
9:05 AM
COUNTY ADMIN
FORWARDED TO: *[Signature]*
9-1-04
4:30 PM

HS

LEE COUNTY RESOLUTION NO. 06- 06-03

RESOLUTION OF EXCHANGE

WHEREAS, South Trail Fire District owns property located within Lee County; and

WHEREAS, Lee County, a political subdivision of the State of Florida, owns property located within Lee County; and

WHEREAS, South Trial Fire District seeks to construct a new fire station and has requested Lee County to exchange property in accordance with §125.37, F.S. in order to obtain a more functional location for the construction of a new fire sation; and

WHEREAS, in order to facilitate the exchange of property, the Fire District and Lee County, the parties entered into the Agreement for Exchange of Real Estate (Agreement) attached hereto as Exhibit "A"; and

WHEREAS, the Agreement legally describes the property being exchanged by the Fire District and County; and

WHEREAS, the Agreement further provides that since the property owned by the County was appraised at a higher value than the property owned by the Fire District, the Fire District will pay to Lee County the difference in the appraised values of the properties; and

WHEREAS, the property to be exchanged by Lee County is not needed for County purposes; and

WHEREAS, an exchange is of mutual benefit to the Fire District and Lee County; and

WHEREAS, the Board believes it is in the best interest of the public to exchange the real property interests described herein; and

WHEREAS, the proposed change was advertised and approved after full consideration by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

1. An exchange will be accomplished in accordance with the Agreement attached:

WO#1
6-6-06

a. Agreement for Exchange of Real Estate between the Fire District and Lee County.

2. Lee County Staff has the authority to take all action necessary to complete the exchange and to close the transaction. The Chairman may execute the necessary documents on behalf of the Board.

The foregoing Resolution was offered by Commissioner Judah, who moved its adoption. The motion was seconded by Commissioner Albion, and, being put to a vote, the vote was as follows:

Robert P. Janes	Aye
Douglas R. St. Cerny	Aye
Ray Judah	Aye
Tammara Hall	Aye
John E. Albion	Aye

Duly passed and adopted this 6th day of June 2006.

ATTEST:
CHARILE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Michele B. Cooper
Deputy Clerk

By: T. Hall
Tammara Hall, Chairwoman

APPROVED AS TO FORM

By: Robert D. Spickerman
Robert D. Spickerman
Assistant County Attorney



THIS INSTRUMENT PREPARED BY:

Division of County Lands
Lee County Government
Post Office Box 398
Fort Myers, Florida 33902

Strap Nos.: 22-45-25-00-00002.112A and
21-45-25-02-00000.0190 and .019A

**This is
COPY
Attachment
to Resolution**

AGREEMENT FOR EXCHANGE OF REAL ESTATE

THIS AGREEMENT is for the exchange of real property between **SOUTH TRAIL FIRE PROTECTION & RESCUE SERVICE DISTRICT**, whose address is 5531 Halifax Avenue, Fort Myers, Florida 33912 (Fire District), and **LEE COUNTY**, a **political subdivision of the State of Florida**, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 (County), as follows:

1. **PURPOSE:** The purpose of this Agreement is to facilitate the exchange of properties owned by the respective parties.
2. **AGREEMENT TO EXCHANGE:** In consideration of this Agreement and subject to Florida Statute 125.37 and the terms and conditions set forth below, the parties agree to exchange the following parcels:
 - a. Fire District to County: Fire District will convey by Warranty Deed to County that property legally described in attached Exhibit "A".
 - b. County to Fire District: County will convey by County Deed to Fire District that property legally described in attached Exhibit "B" and Exhibit "C".
3. **EVIDENCE OF TITLE:** County, with regard to the property identified in Exhibit "A", will obtain at County's expense an American Land Title Association Form B Title Commitment and will obtain an owner's title insurance policy in the amount of the current appraised value, from a title company acceptable to County. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The 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; however, the title commitment must not list as an exception the restriction contained in the Deed recorded in OR Book 1803, Page 1923 that restricts the property to use as a fire control substation to provide additional firefighting support to the main station. If a Commitment cannot be obtained that complies with the requirements herein, it will constitute a title defect.

Prior to closing, County will have a reasonable time to examine the title and documents establishing legal access to the property. If County discovers defects in the title or legal access, County will notify Fire District in writing of the defects. Fire District will make a prompt and diligent effort to correct the defects. If Fire District fails to correct the defects within sixty (60) days after notice, County may elect to accept the property in its existing condition or terminate this Agreement without obligation.

Fire District, may, at its option, pursue title insurance coverage at its own expense for the property identified in Exhibit "B" and Exhibit "C", and be provided the same provisions as to Evidence of Title, as set forth in this Agreement.

4. CONDITION OF PROPERTY; RISK OF LOSS: The parties have inspected the property to be conveyed and agree to accept it as is, or as otherwise provided in this Agreement. Any loss or damage to the property to be conveyed occurring between the date this Agreement is executed and the closing date will be at the current property Owner's sole risk and expense. In the event the property to be conveyed is damaged, either or both parties may agree to accept the damaged property or cancel this Agreement without objection.

5. DOCUMENTS AND EXPENSES:

- a. It is Fire District's responsibility to pay for and provide (relating to property described in Exhibit "A"):
- (1) provide 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,
 - (2) any documents necessary to effect a partial release or satisfaction of mortgage (s), should any exist;
 - (3) any utility services attributable to the property, up to, but not including, the closing date;
 - (4) all taxes or special assessments attributable to the property, due and payable on or before the closing date;
 - (5) Fire District's attorney's fees or real estate broker fees, if any;
 - (6) recording fees for deed conveying County property to Fire District;
 - (7) documentary stamp taxes on deed conveying County property to Fire District;
 - (8) survey of property being conveyed to Fire District (if desired by Fire District).
- b. It is the County's responsibility to provide and pay for (relating to property described in Exhibit "B" and Exhibit "C"):
- (1) a statutory County Deed;
 - (2) recording fees for deed conveying Fire District property to County;
 - (3) documentary stamp taxes on deed conveying Fire District property to County;
 - (4) survey of Fire District property being conveyed to County
 - (5) Time Management expenses charged by the Division of County Lands.

6. SURVEY: Either party may, at their own expense, survey the Property it will be receiving in the exchange. If the survey reveals a discrepancy in the size or dimensions of the Property or shows encroachments onto the property, or that property improvements encroach onto adjacent lands, or identifies violations of recorded covenants or the terms of this Agreement, then upon notice, either party may elect to treat the discrepancies, violations or encroachments as a title defect.

7. ENVIRONMENTAL AUDIT: Either party may, at their own expense, perform or have performed an environmental audit of the property it will be receiving in the exchange. If the audit identifies environmental problems unacceptable to the party performing the audit, that party may elect to accept the property in its existing condition or terminate this Agreement without obligation.

8. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. Execution of this document constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns.

9. DATE AND LOCATION OF CLOSING: The closing for the property described in Exhibit "A" and for the property described in Exhibit "B" and Exhibit "C" will take place at the Lee County Office of County Lands or at a title company, acceptable to the County, on or before 45 days from the date of satisfaction of the final contingency identified in paragraph 1 of the Special Conditions Addendum attached to this Agreement, or as otherwise mutually agreed by the parties.

10. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

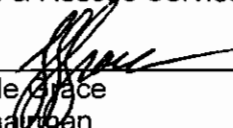
11. REAL ESTATE BROKERS: Fire District agrees to indemnify and hold County harmless for any real estate broker claims made by or through them.

12. ADDENDA; OTHER AGREEMENTS: **A Special Conditions Addendum is attached hereto and accompanies this Agreement.** Any further amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

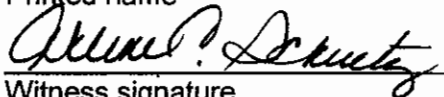
Official date of foregoing Agreement: _____

Board of Commissioners of the South Trail Fire
Protection & Rescue Service District


Witness signature

By:  3-20-06
Lyle Grace (Date)
Chairman

Clifford H. Paxson
Printed name


Witness signature

Arlene C. Schuetz
Printed name

ATTEST:
CHARLIE GREEN, CLERK

Lee County, Florida, by its
Board of County Commissioners

BY: _____
Deputy Clerk

BY: _____
Chairman

Approved as to form by:

County Attorney's Office

**Special Conditions Addendum to Agreement for Exchange of Real Estate
between South Trail Fire Protection & Rescue Service District and Lee
County**

- 1) The property to be conveyed by the County to the Fire District, described in Exhibit "B" and Exhibit "C" is vacant and unimproved. The Fire District, at its expense, has obtained a preliminary site assessment with respect to the developability of the property described in Exhibit "B" and Exhibit "C". The assessment report prepared by Environmental Consulting and Technology, Inc., dated September 13, 2004, indicates the subject property contains .42 acres of jurisdictional wetlands, which will most likely require off-site mitigation in order to fully develop the subject 1.98 acre tract of land. The County hereby authorizes the Fire District to apply for and obtain all necessary permits and governmental entitlements in order to fully develop the site as a fire station facility. The Director of County Lands is hereby authorized to execute any and all necessary and appropriate documents and authorizations on behalf of the County to allow the Fire District to apply for such permits and governmental entitlements. Closing of the exchange contemplated herein is expressly contingent upon the Fire District obtaining the following entitlements and permits in a form acceptable to the Fire District: (1) special exception or other appropriate zoning approval from Lee County in order to utilize the site as a fire station; (2) an environmental resource permit from the South Florida Water Management District for use of the site as a fire station; and (3) a Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers authorizing wetland impacts necessary to utilize the site as a fire station. Prior to closing, the Fire District has the right and authority to enter the property described in Exhibits "B" and "C" for the purpose of conducting studies, site evaluations, and other activities necessary for the processing of applicable permits and entitlements for the property. All costs incurred in connection with the permitting and entitlement efforts of the Fire District shall be the sole responsibility of the Fire District, and the County will not be held liable for any cost whatsoever incurred in connection with such permitting and entitlements. If the Fire District determines during the course of the permitting and entitlement process that it will not be able to obtain such permits and entitlements in a manner that allows it to utilize the property as a fire station in a financially feasible manner, the Fire District may terminate this Agreement by providing written notice to the County no later than 15 days prior to closing. If the Fire District opts to terminate this agreement in the manner described herein, the Fire District will be liable for all damage caused to the property described in Exhibit "B" and Exhibit "C" as a result of the Fire District's feasibility studies and permitting efforts.

- 2) The County agrees to allow the Fire District to occupy the property described in Exhibit "A", rent free for a period of 24 months from the date of closing or until the Fire District obtains a Certificate of Occupancy for the new fire station, whichever occurs first. During this period of time, the Fire District will maintain a liability insurance policy in a reasonable amount approved by the County naming the County as an additional beneficiary. The Fire District will also be responsible for all utility expenses incurred for the property described in Exhibit "A" through the date the Fire District vacates the subject property. In the event a period longer than 24 months is necessary in order to complete construction and obtain a Certificate of Occupancy for a new fire station, the parties agree to meet and negotiate an appropriate extension of time for use of the property described in Exhibit "A" by the Fire District.

- 3) Both properties have been appraised by an independent fee appraiser. The resulting values are: Fire District Property = \$600,000; County Property = \$755, 987. The parties agree the \$155,987 difference, in favor of the County, will be paid in cash equivalency by the Fire District to the County at the time of closing on the County property.

Exhibit "A"

Addenda

LEGAL DESCRIPTION:

A tract or parcel of land, lying in the S.W. 1/4 of Sec. 22, T.46S., R. 26E., Lee County, Florida, said tract or parcel is further described as follows: Commence at the center of said Sec. 22; thence run S.01°01'38"E. along the E. line of said S. W. 1/4 of Sec. 22, for 162.85' to a conc. monument on the S. R/W line of an access road along Daniels Road; thence continue S.01°01'38"E. along said E. line of the S.W. 1/4 of Sec. 22 for 167.757' more or less to a conc. monument, being the S.E. corner of the N. 1/2 of the N.E. 1/4 of the N.E. 1/4 of said S.W. 1/4 of Sec. 22; thence run S.89°34'27"W. along the S. line of said fraction for 100.00' to the P.O.B. of the parcel herein described:

From said P.O.B. run N.01°01'38"W. parallel to said E. line of the S.W. 1/4 for 167.488' to a point on the aforementioned S. R/W line of an access road; thence run S.89°25'12"W. along said R/W line for 32.00'; thence run S.01°01'38"E. for 167.402' to a pt. on the aforementioned S. line of a fraction; thence run N.89°34'27"E. along said fractional line for 32.00' to the P.O.B.

This property shall be restricted to use as a fire control substation to provide additional fire fighting support to the main station. Said parcel is subject to: Easements, Reservations and Restrictions of Record.

FILED
18031927

Exhibit "B"
and
Exhibit "C"
(1 page only)

All that part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 21, Township 45 South, Range 25 East, Lee County, Florida, lying south of the south line of:
A ROAD RIGHT-OF-WAY lying within 150 feet left and 100 feet right from the centerline of construction survey for Daniels Road from Station 207+41.39 at the west quarter section corner of Section 20, Township 45 South, Range 25 East to Station 258+65.55 at the east quarter section corner of said Section 20; lying within 140 feet left and 90 feet right from said Station 258+65.55 to Station 300+00, the beginning of transition right-of-way left side; lying within 90 feet right and 140 feet left at the beginning of said transition right-of-way to 90 feet right and 120 feet left at Station 302+00, the end of said transition right-of-way; lying within 120 feet left and 90 feet right from Station 302+00 to Station 308+00 and lying within 120 feet left and 100 feet right from said Station 308+00 to the beginning of Florida Department of Transportation (FDOT) right-of-way for State Road No. 93 (Interstate 75) at Station 319+47 in Section 22, Township 45 South, Range 25 East, the centerline of said construction is described as follows:

From the concrete monument marking the quarter section corner on the west line of Section 20, Township 45 South, Range 25 East run S 88° 58' 41" W along the quarter section line in Section 19, said township and range, for 41.39 feet to Station 207+00 and the Point of Beginning of the herein described centerline.

From said Point of Beginning run N 88° 58' 41" E for 41.39 feet to said quarter section corner at Station 207+41.39; thence run N 88° 58' 29" E for 270 feet to a point of curvature at Station 210+11.39; thence run easterly along the arc of a curve to the right of radius 5729.58 feet for 923.33 feet to a point of tangency at Station 219+34.72; thence run S 81° 47' 31" E for 366.06 feet to a point of curvature at Station 223+00.78; thence run easterly along the arc of a curve to the left of radius 5729.58 feet for 1531.22 feet to a point of tangency at Station 238+32.00; thence run N 82° 53' 45" E for 1348.23 feet to a point of curvature at Station 251+80.23; thence run easterly along the arc of a curve to the right of radius 5729.58 feet for 607.89 feet to a point of tangency at Equation Station 257+88.12 back and Station 257+65.55 ahead; thence run N 88° 58' 29" E for 100.00 feet to the concrete monument marking the quarter section corner on the east line of said Section 20 at Station 258+65.55; thence run N 88° 41' 25" E for 5445.89 feet to the quarter section corner on the east line of Section 21 at Station 313+11.44 feet; thence run N 89° 34' 38" E along the east-west quarter section line in Section 22 for 635.56 feet to the west line of said FDOT right-of-way at Station 319+47 and the end of the herein described centerline, at a point 9.01 feet westerly from the centerline of Palomino Lane (60 feet wide).

SUBJECT TO an easement for Sophomora Lane over the East 30 feet of the hereinabove described parcel.

RECORDED
INDEXED
FILED
RECORD VERIFIED
SEP 30 4 03 PM '80

CLERK OF CIRCUIT COURT
LEE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Division of County Lands
Lee County Government
Post Office Box 398
Fort Myers, Florida 33902

Strap Nos.: 22-45-25-00-00002.112A and
21-45-25-02-00000.0190 and .019A

AGREEMENT FOR EXCHANGE OF REAL ESTATE

THIS AGREEMENT is for the exchange of real property between **SOUTH TRAIL FIRE PROTECTION & RESCUE SERVICE DISTRICT**, whose address is 5531 Halifax Avenue, Fort Myers, Florida 33912 (Fire District), and **LEE COUNTY, a political subdivision of the State of Florida**, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 (County), as follows:

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 - b. County to Fire District: County will convey by County Deed to Fire District that property legally described in attached Exhibit "B" and Exhibit "C".
3. **EVIDENCE OF TITLE:** County, with regard to the property identified in Exhibit "A", will obtain at County's expense an American Land Title Association Form B Title Commitment and will obtain an owner's title insurance policy in the amount of the current appraised value, from a title company acceptable to County. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The 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; however, the title commitment must not list as an exception the restriction contained in the Deed recorded in OR Book 1803, Page 1923 that restricts the property to use as a fire control substation to provide additional firefighting support to the main station. If a Commitment cannot be obtained that complies with the requirements herein, it will constitute a title defect.

Prior to closing, County will have a reasonable time to examine the title and documents establishing legal access to the property. If County discovers defects in the title or legal access, County will notify Fire District in writing of the defects. Fire District will make a prompt and diligent effort to correct the defects. If Fire District fails to correct the defects within sixty (60) days after notice, County may elect to accept the property in its existing condition or terminate this Agreement without obligation.

Fire District, may, at its option, pursue title insurance coverage at its own expense for the property identified in Exhibit "B" and Exhibit "C", and be provided the same provisions as to Evidence of Title, as set forth in this Agreement.

WO#1
6-6-06

4. CONDITION OF PROPERTY; RISK OF LOSS: The parties have inspected the property to be conveyed and agree to accept it as is, or as otherwise provided in this Agreement. Any loss or damage to the property to be conveyed occurring between the date this Agreement is executed and the closing date will be at the current property Owner's sole risk and expense. In the event the property to be conveyed is damaged, either or both parties may agree to accept the damaged property or cancel this Agreement without objection.

5. DOCUMENTS AND EXPENSES:

a. It is Fire District's responsibility to pay for and provide (relating to property described in Exhibit "A"):

- (1) provide 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,
- (2) any documents necessary to effect a partial release or satisfaction of mortgage (s), should any exist;
- (3) any utility services attributable to the property, up to, but not including, the closing date;
- (4) all taxes or special assessments attributable to the property, due and payable on or before the closing date;
- (5) Fire District's attorney's fees or real estate broker fees, if any;
- (6) recording fees for deed conveying County property to Fire District;
- (7) documentary stamp taxes on deed conveying County property to Fire District;
- (8) survey of property being conveyed to Fire District (if desired by Fire District).

b. It is the County's responsibility to provide and pay for (relating to property described in Exhibit "B" and Exhibit "C"):

- (1) a statutory County Deed;
- (2) recording fees for deed conveying Fire District property to County;
- (3) documentary stamp taxes on deed conveying Fire District property to County;
- (4) survey of Fire District property being conveyed to County
- (5) Time Management expenses charged by the Division of County Lands.

6. SURVEY: Either party may, at their own expense, survey the Property it will be receiving in the exchange. If the survey reveals a discrepancy in the size or dimensions of the Property or shows encroachments onto the property, or that property improvements encroach onto adjacent lands, or identifies violations of recorded covenants or the terms of this Agreement, then upon notice, either party may elect to treat the discrepancies, violations or encroachments as a title defect.

7. ENVIRONMENTAL AUDIT: Either party may, at their own expense, perform or have performed an environmental audit of the property it will be receiving in the exchange. If the audit identifies environmental problems unacceptable to the party performing the audit, that party may elect to accept the property in its existing condition or terminate this Agreement without obligation.

8. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. Execution of this document constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns.

9. DATE AND LOCATION OF CLOSING: The closing for the property described in Exhibit "A" and for the property described in Exhibit "B" and Exhibit "C" will take place at the Lee County Office of County Lands or at a title company, acceptable to the County, on or before 45 days from the date of satisfaction of the final contingency identified in paragraph 1 of the Special Conditions Addendum attached to this Agreement, or as otherwise mutually agreed by the parties.

10. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

11. REAL ESTATE BROKERS: Fire District agrees to indemnify and hold County harmless for any real estate broker claims made by or through them.

12. ADDENDA; OTHER AGREEMENTS: **A Special Conditions Addendum is attached hereto and accompanies this Agreement.** Any further amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

Official date of foregoing Agreement: June 6, 2006

Board of Commissioners of the South Trail Fire Protection & Rescue Service District

Clifford H. Paxson
Witness signature

By: [Signature] 3-20-06
Lyle Grace (Date)
Chairman

Clifford H. Paxson
Printed name

Arlene C. Schuetz
Witness signature

Arlene C. Schuetz
Printed name

ATTEST:
CHARLIE GREEN, CLERK

Lee County, Florida, by its
Board of County Commissioners

BY: Michele B. Cooper
Deputy Clerk

BY: [Signature]
Chairman



Approved as to form by:

[Signature]
County Attorney's Office

**Special Conditions Addendum to Agreement for Exchange of Real Estate
between South Trail Fire Protection & Rescue Service District and Lee
County**

- 1) The property to be conveyed by the County to the Fire District, described in Exhibit "B" and Exhibit "C" is vacant and unimproved. The Fire District, at its expense, has obtained a preliminary site assessment with respect to the developability of the property described in Exhibit "B" and Exhibit "C". The assessment report prepared by Environmental Consulting and Technology, Inc., dated September 13, 2004, indicates the subject property contains .42 acres of jurisdictional wetlands, which will most likely require off-site mitigation in order to fully develop the subject 1.98 acre tract of land. The County hereby authorizes the Fire District to apply for and obtain all necessary permits and governmental entitlements in order to fully develop the site as a fire station facility. The Director of County Lands is hereby authorized to execute any and all necessary and appropriate documents and authorizations on behalf of the County to allow the Fire District to apply for such permits and governmental entitlements. Closing of the exchange contemplated herein is expressly contingent upon the Fire District obtaining the following entitlements and permits in a form acceptable to the Fire District: (1) special exception or other appropriate zoning approval from Lee County in order to utilize the site as a fire station; (2) an environmental resource permit from the South Florida Water Management District for use of the site as a fire station; and (3) a Section 404 Clean Water Act permit from the U.S. Army Corps of Engineers authorizing wetland impacts necessary to utilize the site as a fire station. Prior to closing, the Fire District has the right and authority to enter the property described in Exhibits "B" and "C" for the purpose of conducting studies, site evaluations, and other activities necessary for the processing of applicable permits and entitlements for the property. All costs incurred in connection with the permitting and entitlement efforts of the Fire District shall be the sole responsibility of the Fire District, and the County will not be held liable for any cost whatsoever incurred in connection with such permitting and entitlements. If the Fire District determines during the course of the permitting and entitlement process that it will not be able to obtain such permits and entitlements in a manner that allows it to utilize the property as a fire station in a financially feasible manner, the Fire District may terminate this Agreement by providing written notice to the County no later than 15 days prior to closing. If the Fire District opts to terminate this agreement in the manner described herein, the Fire District will be liable for all damage caused to the property described in Exhibit "B" and Exhibit "C" as a result of the Fire District's feasibility studies and permitting efforts.

- 2) The County agrees to allow the Fire District to occupy the property described in Exhibit "A", rent free for a period of 24 months from the date of closing or until the Fire District obtains a Certificate of Occupancy for the new fire station, whichever occurs first. During this period of time, the Fire District will maintain a liability insurance policy in a reasonable amount approved by the County naming the County as an additional beneficiary. The Fire District will also be responsible for all utility expenses incurred for the property described in Exhibit "A" through the date the Fire District vacates the subject property. In the event a period longer than 24 months is necessary in order to complete construction and obtain a Certificate of Occupancy for a new fire station, the parties agree to meet and negotiate an appropriate extension of time for use of the property described in Exhibit "A" by the Fire District.

- 3) Both properties have been appraised by an independent fee appraiser. The resulting values are: Fire District Property = \$600,000; County Property = \$755, 987. The parties agree the \$155,987 difference, in favor of the County, will be paid in cash equivalency by the Fire District to the County at the time of closing on the County property.

Exhibit "A"

Addenda

LEGAL DESCRIPTION:

A tract or parcel of land, lying in the S.W. 1/4 of Sec. 22, T.45S., R. 26E., Lee County, Florida, said tract or parcel is further described as follows: Commence at the center of said Sec. 22; thence run S.01°01'38"E. along the E. line of said S. W. 1/4 of Sec. 22, for 162.85' to a conc. monument on the S. R/W line of an access road along Daniels Road; thence continue S.01°01'38"E. along said E. line of the S.W. 1/4 of Sec. 22 for 167.757' more or less to a conc. monument, being the S.E. corner of the N. 1/2 of the N.E. 1/4 of the N.E. 1/4 of said S.W. 1/4 of Sec. 22; thence run S.89°34'27"W. along the S. line of said fraction for 100.00' to the P.O.B. of the parcel herein described:

From said P.O.B. run N.01°01'38"W. parallel to said E. line of the S.W. 1/4 for 167.488' to a point on the aforementioned S. R/W line of an access road; thence run S.89°25'12"W. along said R/W line for 32.00'; thence run S.01°01'38"E. for 167.402' to a pt. on the aforementioned S. line of a fraction; thence run N.89°34'27"E. along said fractional line for 32.00' to the P.O.B.

This property shall be restricted to use as a fire control substation to provide additional fire fighting support to the main station. Said parcel is subject to: Easements, Reservations and Restrictions of Record.

100301923

Exhibit "B"
and
Exhibit "C"
(1 page only)

All that part of the NE¼ of the NW¼ of the NE¼ of the SW¼, Section 21, Township 45 South, Range 25 East, Lee County, Florida, lying south of the south line of:
A ROAD RIGHT-OF-WAY lying within 150 feet left and 100 feet right from the centerline of construction survey for Daniels Road from Station 207+41.39 at the west quarter section corner of Section 20, Township 45 South, Range 25 East to Station 258+65.55 at the east quarter section corner of said Section 20; lying within 140 feet left and 90 feet right from said Station 258+65.55 to Station 300+00, the beginning of transition right-of-way left side; lying within 90 feet right and 140 feet left at the beginning of said transition right-of-way to 90 feet right and 120 feet left at Station 302+00, the end of said transition right-of-way; lying within 120 feet left and 90 feet right from Station 302+00 to Station 308+00 and lying within 120 feet left and 100 feet right from said Station 308+00 to the beginning of Florida Department of Transportation (FDOT) right-of-way for State Road No. 93 (Interstate 75) at Station 319+47 in Section 22, Township 45 South, Range 25 East, the centerline of said construction is described as follows:

From the concrete monument marking the quarter section corner on the west line of Section 20, Township 45 South, Range 25 East run S 88° 58' 41" W along the quarter section line in Section 19, said township and range, for 41.39 feet to Station 207+00 and the Point of Beginning of the herein described centerline.

From said Point of Beginning run N 88° 58' 41" E for 41.39 feet to said quarter section corner at Station 207+41.39; thence run N 88° 58' 29" E for 270 feet to a point of curvature at Station 210+11.39; thence run easterly along the arc of a curve to the right of radius 5729.58 feet for 923.33 feet to a point of tangency at Station 219+34.72; thence run S 81° 47' 31" E for 366.06 feet to a point of curvature at Station 223+00.78; thence run easterly along the arc of a curve to the left of radius 5729.58 feet for 1531.22 feet to a point of tangency at Station 238+32.00; thence run N 82° 53' 45" E for 1348.23 feet to a point of curvature at Station 251+80.23; thence run easterly along the arc of a curve to the right of radius 5729.58 feet for 607.89 feet to a point of tangency at Equation Station 257+88.12 back and Station 257+65.55 ahead; thence run N 88° 58' 29" E for 100.00 feet to the concrete monument marking the quarter section corner on the east line of said Section 20 at Station 258+65.55; thence run N 88° 41' 25" E for 5445.89 feet to the quarter section corner on the east line of Section 21 at Station 313+11.44 feet; thence run N 89° 34' 38" E along the east-west quarter section line in Section 22 for 635.56 feet to the west line of said FDOT right-of-way at Station 319+47 and the end of the herein described centerline, at a point 9.01 feet westerly from the centerline of Palomino Lane (60 feet wide).

SUBJECT TO an easement for Sophomore Lane over the East 30 feet of the hereinabove described parcel.

REC'D
LET. COMM. OF ORLANDO
RECORD VERIFIED
SEP 30 4 07 PM '88
CLERK OF CIRCUIT COURT
PALM BEACH COUNTY, FLA.