

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20061427

(404 acres)

1. ACTION REQUESTED/PURPOSE: Authorize: (1) approval of the purchase of Parcel 288, Conservation 20/20 Land Acquisition Program, Project No. 8800, located East of I-75 and North of Corkscrew Road in Southeast Lee County, in the amount of \$5,900,000; (2) the Chairwoman on behalf of the Board of County Commissioners to execute the Purchase Agreement; (3) payment of necessary costs and fees to close; and (4) the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

2. WHAT ACTION ACCOMPLISHES: The acquisition of one of the properties recommended by the Conservation Land Acquisition and Stewardship Advisory Committee (CLASAC) on February 9, 2006.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6

AGA

5. Meeting Date: DATE CRITICAL 12-05-06

12-05-06

7. Requirement/Purpose: (specify)

Consent
 Administrative
 Appeals
 Public
 Walk-On

Statute
 Ordinance 96-12
 Admin. Code
 Other

8. Request Initiated: PF

Commissioner _____
Department _____ Independent
Division _____ County Lands
By: Karen L.W. Forsyth, Director *KLF*

9. Background: Parcel 288 is three contiguous parcels totaling approximately 404.38 acres. Parcel 288 is zoned AG-2 Agriculture and is located approximately one mile north of Corkscrew Road and three miles south of State Road 82. The site is unimproved vacant land and is presently being used for cattle grazing pasture. The property lies within the Density Reduction/Ground Water Resource (DR/GR) area.

Interest to Acquire: Fee Simple.

Property Details:

Owner: Sam Galloway Sr. and Joseph Mazzola as Co-Trustees.
Strap No.: 04-46-27-00-00002.0000, 09-46-27-00-00002.0000 and 16-46-27-00-00001.0010.

Purchase Details:

Purchase Price: \$5,900,000 or \$14,590 per acre.
Costs to Close: Survey, environmental audit, recording, etc. costs estimated at \$30,000 will be reimbursed to the Seller at closing. Seller to pay documentary stamps, title insurance and attorneys fees.

Appraisal Information:

In accordance with FS 125.355, two appraisals were obtained. Copies of the appraisal executive summary, one by David C. Vaughan, MAI of Diversified Appraisal, Inc. and second by William H. Reeve, MAI, SRA of Coastal Engineering Consultants, Inc. are attached.

Funds: Account No. 20880030103.506110.

Attachments: Purchase Agreement, Title Commitment, two Appraisals, Supplemental Information Sheet and Location Map.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>				<i>Robert Gault</i> 11-6-06	<i>Analyst</i> 11-7-06	<i>Risk</i> 11/7/06	<i>Grants</i> 11/7/06	<i>Mgr.</i> 11/7/06	<i>11-8-06</i>

11. Commission Action:

Approved
 Deferred
 Denied
 Other

RECEIVED BY COUNTY ADMIN:
11/7/06
2:10 PM
COUNTY ADMIN FORWARDED TO:
11-8-06
11am

Rec. by CoAtty
Date: *11/3/06*
Time: *9:10am*
Forwarded To:
Admin. 11/7/06 10:30am

Rec. by County
Date: *10/24/06*
Time: *4:05pm*
Forwarded To:

PW

This document prepared by
Lee County

County Lands Division

Project: Conservation Lands Program – Project 8800

Parcel: #288

STRAP No.: 16-46-27-00-00001.0010, 04-46-27-00-00002.0000, 09-46-27-00-00002.0000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 20__ by and between **Sam Galloway Sr. and Joseph Mazzola as Trustees**, hereinafter referred to as SELLER, whose address is 1800 Boy Scout Dr. Ft. Myers, FL, 33907, 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 agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, three parcels of land consisting of 404 acres more or less, and located North of Corkscrew Road and East of I-75 in Ft. Myers, FL. 33913 and 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 Five Million Nine Hundred Thousand (\$5,900,000), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** Seller will obtain at Seller's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the purchase price, from a title company acceptable to BUYER. 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.

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) 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 ^{due} for which a bill has been rendered on or before the date of closing, if closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year;
- (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) survey, (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.~~ Buyer is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector.

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 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:** SELLER will order the Property surveyed at SELLER'S expense. SELLER will provide the BUYER with an original copy of the survey at least thirty (30) days prior to closing. SELLER agrees to provide access to the Property for the survey to be performed. If the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at SELLER'S expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that 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 that 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 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 and 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 60 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
Page 5 of 5

WITNESSES:

Ed Bunker Lee

J.C. Rivera

Martha D. Martinez

Mark Swanson

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:
The Trust

By: Sam Galloway Sr. 10/12/0.
Sam Galloway Sr. (DATE)
Its: Co-Trustee of the Trust Agreement dated August 7, 1981.

By: Joseph Mazzola 10-13-06
Joseph Mazzola (DATE)
Its: Co-Trustee of the Trust Agreement dated August 7, 1981.

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

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit A

The East $\frac{1}{4}$ of Section 28 lying South of Highway No. 82, and the East $\frac{1}{4}$ of Section 33, Township 45 South, Range 27 East, and the East $\frac{1}{4}$ of Sections 4, 9 and 16, Township 46 South, Range 27 East, less; being a portion of Sections 28 and 33, Township 45 South, Range 27 East, and Section 4, Township 46 South, Range 27 East, Lee County, Florida, more particularly described as follows:

A tract of land lying in the east half (E $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 28, Township 45 South, Range 27 East and the East half (East $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) and the East half (E $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 33, Township 45 South, Range 27 East and the East half (E $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 4, Township 46 South, Range 27 East, all in Lee County, Florida and more particularly as follows:

Commencing at the East quarter (E $\frac{1}{4}$) corner of said Section 4; thence N $00^{\circ}45'15''$ W along the east line of said Section 4; for 102.10 feet to the Point of Beginning; thence continue N $00^{\circ}45'15''$ W along said east line for 3949.81 feet to a concrete post marking the Northeast corner of said Section 4; thence N $00^{\circ}48'33''$ W along the east line of said Section 33 for 1388.12 feet to the intersection of said east line and the centerline of a Florida Power and Light Company easement (250 feet wide) as recorded in Official Records Book 291, at page 208 of the Public Records of Lee County, Florida; thence continue N $00^{\circ}48'33''$ W along said east line for 1227.57 feet to a concrete monument marking the east quarter (E $\frac{1}{4}$) corner of said Section 33; thence N $00^{\circ}48'35''$ W along said east line for 2615.14 feet to a concrete post marking the northeast corner of said Section 33; thence N $00^{\circ}39.12$ W along the east line of said Section 28 for 1258.59 feet to a concrete monument marking the intersection of said east line and the southwesterly line of State Road No. 82 (200 feet wide); thence N $74^{\circ}23'31''$ W along said southwesterly line for 1368.96 feet to the intersection of said southwesterly line and the west line of the East half (E $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of said Section 28; thence S $00^{\circ}44'38''$ E along said west line for 1702.62 feet to the intersection of said west line and the north line of said Section 33; thence S $00^{\circ}40'08''$ E along the west line of the East half (E $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) of said Section 33 for 2587.59 feet to the intersection of said west line and the East/West quarter Section line of said Section 33; thence S $00^{\circ}40'26''$ E along the west line of the East half (E $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of said Section 33 for 838.33 feet to the intersection of said west line and the centerline of said Florida Power and Light Company easement; thence continue S $00^{\circ}40'26''$ E along said west line for 1750.04 feet to a lightwood post marking the intersection of said west line and north line of said Section 4; thence S $00^{\circ}52'45''$ E along the west line of the East half (E $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of said Section 4 for 3946.72 feet to the intersection of said west line and the north line of lands previously described in a legal description prepared by Duane Hall Associates dated March 4, 1987; thence N $89^{\circ}13'38''$ E along said north line for 1315.35 feet to the Point of Beginning.

Special Conditions

1: Purchase price based upon acreage of property and based on survey.

The purchase price of \$5,900,000 is based upon a stated acreage by SELLER of 404 Acres. Said acreage will be verified by the boundary survey obtained by SELLER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than 404 acres the purchase price will be adjusted downwards accordingly at the agreed per acre price of *\$14604 per Acre.*

2: Property in substantially same condition.

SELLER warrants that the property is in substantially the same condition as existed when the application for the nomination of the property for the Conservation Land Program Project was received on July 7, 2005. In this regard, SELLER warrants that no logging, clear cutting, mining or other significant impacts have occurred to or on, the property. BUYER shall inspect the property prior to closing and if, in BUYER'S opinion, significant detrimental activity has occurred on the property since the time it was nominated, with or without the SELLER'S knowledge and consent, BUYER may elect to accept the damaged property in its existing condition with an appropriate reduction in the purchase price, or may terminate this agreement without obligation.

3: Oil Gas and Mineral Rights/Leases.

BUYER intends to purchase this property as part of the Conservation 2020 project. The purpose of this project is preservation and conservation of environmentally sensitive and desirable property. The existence of severed oil, gas and mineral rights conflicts with the BUYER's purpose. Therefore, BUYER will deem the existence of oil, gas and mineral rights or leases in a third party as a defect in the chain of title.

SELLER agrees to clear or obtain releases for each of these separate oil, gas and mineral rights or leases. In the alternative, SELLER agrees to provide a title commitment and title insurance owner's policy that does not list the separate oil, gas and mineral rights or leases as an exception or otherwise exclude these rights or leases from coverage.

If SELLER fails to have the separate rights or leases released of record, or if the title commitment and owner's title insurance policy provided by SELLER excludes the separate rights or leases from coverage, as stipulated in Paragraph 8 of the Agreement, BUYER may elect to accept the property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

4: Removal of Refuse and Trash

SELLER, at their expense, are to remove any and all refuse, trash and clean up areas where removal takes place, and dispose of said items and refuse off site in accordance with Governmental regulations.

5. Survey: If SELLER agrees to use a County approved Survey vendor per County contracts and perform as stipulated in Paragraph 9 of this Agreement, BUYER will reimburse the SELLER for reasonable and customary fees at the time of closing.

6. Environmental Audit: If SELLER agrees to use a County approved Environmental vendor per County contracts and perform as stipulated in Paragraph 10 of this Agreement, BUYER will reimburse the SELLER for reasonable and customary fees at the time of closing.

7: Indemnification Clause

GRANTEE, its successors, and assigns shall require all contractors acting pursuant to this agreement to provide insurance or other monetary assurance to indemnify and hold the GRANTOR harmless for any consequential damages incurred by GRANTOR in connection with damage caused by GRANTEE, its successors, assigns and contractors as a result of the aforesaid access, construction, maintenance or repairs.

WITNESSES:

Ed Bonkowski

J. C. Rivera

Martha D. Martinez

Mark Swanson

SELLER:
The Trust

By: Sam Galloway Sr. 10/12/06
Sam Galloway Sr. (DATE)
Its: Co-Trustee of the Trust Agreement dated August 7, 1981.

By: Joseph Mazza 10-13-06
Joseph Mazza (DATE)
Its: Co-Trustee of the Trust Agreement dated August 7, 1981.

CHARLIE GREEN, CLERK

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

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

CONSERVATION 20/20 – PARCEL 288

CORKSCREW RD

TROYER BROTHERS RD

16462700000010010

09462700000020000

04462700000020000

SILVER FANTHER LN
SILVER FANTHER LN

GRAND CHENIER RD

WILDCAT DR

KATYDID LN

TINAS LN

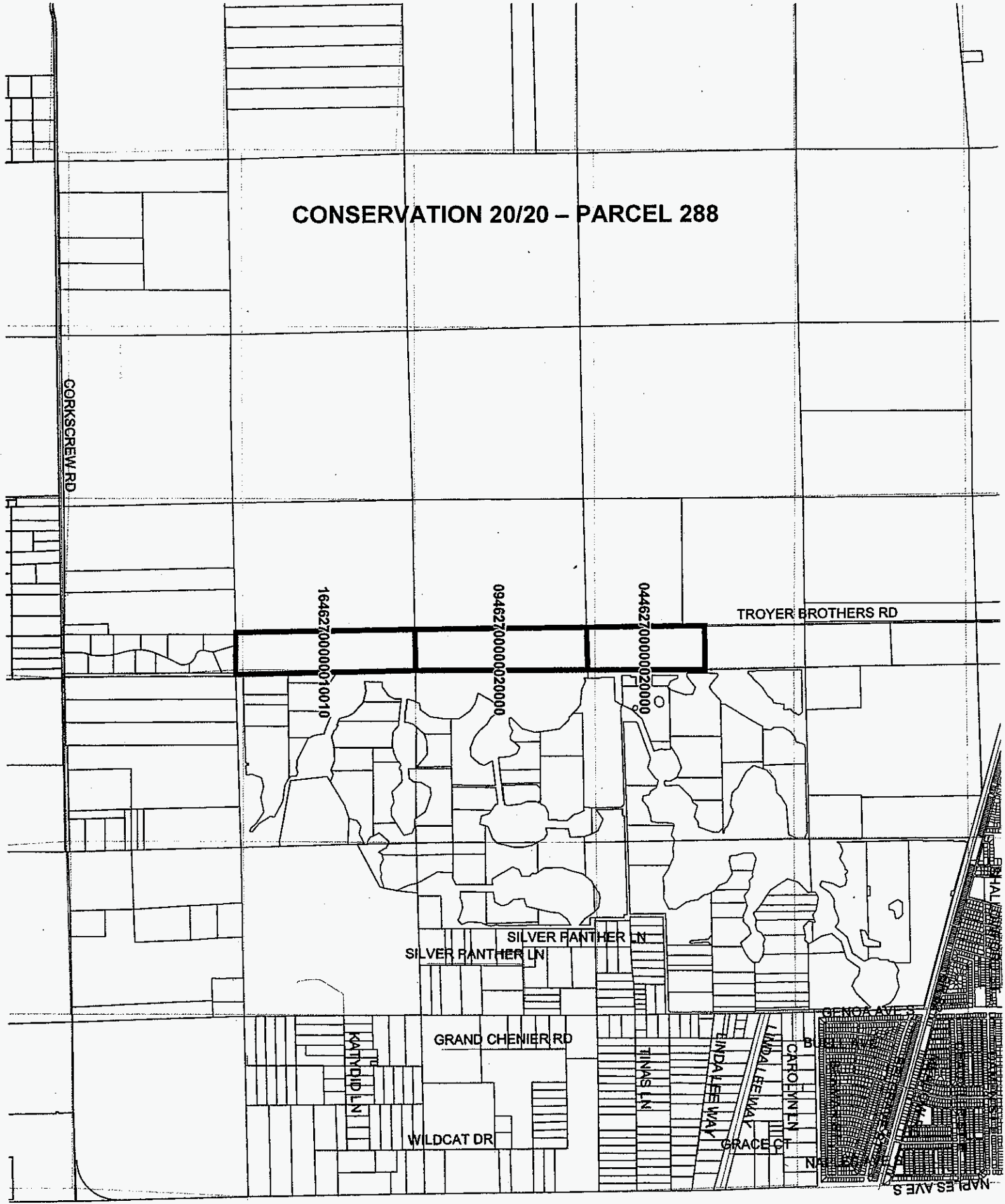
LINDALEE WAY

LINDALEE WAY

CAROLMEN LN

GRACE CT

NAPLES AVES



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ORNT File Number: 05093921 CH
Agent File Number: 1129.009

Commitment Number: 05093921

SCHEDULE A

- 1) Effective Date: August 11, 2005 at 6:00 AM
- 2) Policy or Policies to be issued: Amount:
 - a) ALTA Owners Policy Standard Form B 1992 \$TBD
(amended 10/17/92 with Florida Modifications)
Proposed Insured:
To Be Determined
 - b) ALTA Standard Loan Policy 1992 \$
(amended 10/17/92 with Florida Modifications)
Proposed Insured:
- 3) The estate or interest in the land described or referred to in this Commitment and covered herein is a **FEE SIMPLE**.
- 4) Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in: **Sam Galloway, Sr. and Joe Mazzola, Successor Co-Trustees, under the provisions of a Trust Agreement dated the 7th day of August, 1981**
- 5) The land referred to in this Commitment is described as follows:
The East ¼ of Sections 9 and 16 and the East ½ of the Southeast ¼ of Section 4, Township 46 South, Range 27 East, Lee County, Florida.

This Commitment valid only if Schedule B is attached.

COPY

RECEIVED
DEC 05 2005
COUNTY LANDS

ORNT File Number: 05093921 CH

SCHEDULE B - SECTION I

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record:
 - a) Warranty Deed from Sam Galloway, Sr. and Joe Mazzola, Successor Co-Trustees, under the provisions of a Trust Agreement dated the 7th day of August, 1981 to a buyer who has yet to be determined.

NOTE: Recital of non-homestead clause on deed.

3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:
 - a) Proof, acceptable to the company, must be furnished that there are no recorded assessment liens of any type, including but not limited to those liens imposed by Chapter 159 of Florida Statutes.
 - b) Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit when properly executed at closing by the seller(s), if any, and mortgagor(s) herein will serve to delete the standard lien and possession exceptions from the policy(ies) to be issued.
 - c) Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the Company, and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Additional requirements and/or exceptions will be made for any appropriate matters disclosed.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

NOTE: WILL NEED TO CALL FOR
PAYMENT OF 2005 TAXES WHICH
ARE NOW DUE AND PAYABLE.

COPY

SCHEDULE B - SECTION II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2005 and subsequent years.
16-46-27-00-00001.0010 and 09-46-27-00-00002.0000 and 04-46-27-00-00002.0000

Note: Taxes for the year 2005 became a lien on the land on January 1, 2005 although not due and payable until November 1, 2005. Taxes for the year 2004 are paid. TAX I.D. No. 16-46-27-00-00001.0010 and 09-46-27-00-00002.0000, and 04-46-27-00-00002.0000
7. An easement for roadway, utility, drainage, access, ingress and egress across the South 200 feet of the East 100 feet of Section 16, Township 46 South, Range 27 East, described in that certain grant of easement located in the Official Records of Lee County at Official Records Book 1759, Page 1921.
8. A right-of-way easement over the eastern 20 feet of the East ¼ of Sections 9 and 16 and over the eastern 20 feet of the Eastern ½ of the Southeast ¼ of Section 4, Township 46 South, Range 27 East, as more particularly described in that certain grant of easement located in the Official Records Book 1935, Page 2990.
9. That certain Quit-Claim Deed executed by Consolidated Naval Stores Company to the State of Florida, dated July 20, 1948, and recorded in Deed Book 189, at Page 48, of the Public Records of Lee County, Florida.

Continued on next page

COPY

10. Those reservations of rights in that certain Deed dated April 19, 1910, recorded in Deed Book 27, Page 2, Public Records of Lee County, Florida, between Board of Education of the State of Florida and Consolidated Land Company; said reservations being for canals, cuts, sluice ways, dikes and other works for drainage or reclamation with the right to take gravel, stone or earth and reserving further an undivided $\frac{1}{4}$ interest in all-phosphate, minerals and metals on or under the land with rights to mine and develop same, and reserving further an undivided $\frac{1}{4}$ interest in all the petroleum that is or may be in, on, or under the said above-described land, with the privilege to mine and develop the same. Said reservations of rights apply to Section 16, Township 46 South, Range 27 East.
11. That certain reservation of an undivided $\frac{1}{4}$ interest in all oil, gas and minerals except as to Section 16, Township 46 South, Range 27 East as to which the reservation is a $\frac{1}{4}$ undivided interest, said reservations including rights of ingress and egress to explore and develop all as more particularly set out in that certain Deed from Consolidated Naval Stores Company to Country Estate Const. Co. dated June 18, 1957 and recorded in Deed Book 273, Page 264, Public Records of Lee County, Florida.
12. Easement Agreement recorded in Official Records Book 2000, Page 191, First Amendment recorded in Official Records Book 2166, Page 313, Assignment of Rights recorded in Official Records Book 2166, Page 322 and Official Records Book 4579, Page 2944.
13. Grant of Easement to Hermes Investment Co., Inc. recorded in Official Records Book 2219, Page 1953.
14. Oil, Gas and Mineral Lease recorded in Official Records Book 1698, Page 3376 and corrected in Official Records Book 1843, Page 1199 to Exxon Corporation.
15. Oil, Gas and Mineral Lease recorded in Official Records Book 1698, Page 3378 and corrected in Official Records Book 1843, Page 1201 to Exxon Corporation.

COPY

STRAP: 16-46-27-00-00001.0010, 04-46-27-00-00002.0000, 09-46-27-00-00002.0000
Project: Conservation Lands Program- Project 8809

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ___ day of ___
20___ for the sole purpose of compliance with Section 255.23 of the Florida Statutes.

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

The Name and Address of the Grantor is:

Sam Galbraith Sr & Joseph Mazzaola, As
Trustees

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Michelle Stanyhara 1620 Poplar Palm Sq. # 216
Fort Myers, FL 33909
2. E. Bruce Stanyhara P.O. Box 1238, Ft Myers, FL 33702
3. R. Bruce Jr. 46 Sam Galbraith Estates 1200 Bay Street, Ft Myers 33907
4. McLouda Lou 46 Sam Galbraith Estates 1200 Bay Street, Ft Myers 33907
5. David Cassano 46 Sam Galbraith Estates 1200 Bay Street, Ft Myers 33907
6. Sam Galbraith 46 Sam Galbraith Estates 1200 Bay Street, Ft Myers 33907

The real property to be conveyed to Lee County is known as: 16-46-27-00-0001.0010
04-46-27-00-0002.0000/09-46-27-00-0002.0000

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Ed Borkowski
Witness Signature

Ed Borkowski
Printed Name

J.L. Zwer
Witness Signature

J.L. Zwer

Sam Galbraith Sr 10/16/06
Signature of Affiant

Sam Galbraith Sr
Printed Name

Joseph Mazzaola
Signature of Affiant 10/16/2006

Joseph Mazzaola

Printed Name

STRAP: 16-46-27-00-00001.0010, 04-46-27-00-00002.0000, 09-46-27-00-00002.0000
Project: Conservation Lands Program- Project 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ___ day of ____, 20__ for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

The Name and Address of the Grantor is:

Sam Galloway Sr & Joseph MAZZOLA, AS TRUSTEES

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

- 7 WALTER Hensley of Sam Galloway, Trustee 1850 Boy Scout, Ft Myers 33907
- 8 Joe MAZZOLA 7751 Bayshore Rd, Near Ft Myers, FL 33917
- 9 Raymond Bl. Supply 7751 Bayshore R., of Joe Mazzola, Ft Myers, FL 33917
- 10 George Shelley of Sam Galloway, Trustee: 1850 Boy Scout Ft Myers 33907
- 11 George Stromgren of Sam Galloway, Trustee: 1850 Boy Scout Ft Myers, 33907
- 12 Rosene Uccari of Sam Galloway, Trustee: 1850 Boy Scout Ft Myers 33907
- 13 Roseann Uccari of Sam Galloway, Trustee: 1850 Boy Scout, Ft Myers 33907

The real property to be conveyed to Lee County is known as:

16-46-27-00-0001.0010 / 04-46-27-00-0002.0000 / 09-46-27-00-0002.0000

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered in our presences:

Ed Bontowski
Witness Signature

Ed Bontowski
Printed Name

J.C. Rivard
Witness Signature

J. C. Rivard

Sam Galloway Sr 10/16/06
Signature of Affiant

Sam Galloway Sr
Printed Name

Joseph Mazzola 10/16/2006
Signature of Affiant

Joe Mazzola
Printed Name

STRAP: 16-46-27-00-00001.0010, 04-46-27-00-00002.0000, 09-46-27-00-00002.0000
Project: Conservation Lands Program- Project 8800

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ___ day of ____, 20__ for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

The Name and Address of the Grantor is:

Sam Galloway Sr & Joseph Marzola, Postmasters

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Gayle Blyven of Sam Galloway, Eastern 1850 Boy Scout, Ft. Myers 33907

- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

The real property to be conveyed to Lee County is known as: 16-46-27-00-0001.0010
04-46-27-00-0002.0000 / 09-46-27-00-0002.0000

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Ed Bunkin

Witness Signature

EP Bunkin

Printed Name

J.C. Rivera

Witness Signature

J.C. Rivera

Sam Galloway 10/16/06

Signature of Affiant

Sam Galloway, Sr.

Printed Name

Joseph Marzola 10/14/2006

Signature of Affiant

Joe Marzola

Printed Name

Affidavit of Interest in Real Property

Parcel: 288

STRAP: 16-46-27-00-00001.0010/04-46-27-00-0002.0000/

Project: Cons. Lands Program 09/46-27-00-0002.0000

STATE OF FLORIDA

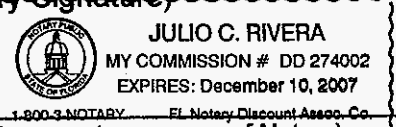
COUNTY OF LEWIS

SWORN TO AND SUBSCRIBED before me this 16 day of OCTOBER, 2006 by Sam Galloway Sr + Joseph Mazzola of _____ (name of officer or agent, title of officer or agent) Trustees (name of

TRUST, a TRUST corporation, on corporation acknowledged) behalf of the TRUST corporation.

(SEAL)

[Handwritten Signature]
(Notary Signature)



(Print, type or stamp name of Notary)

Personally known X
OR Produced Identification _____
Type of Identification _____



CECI Group Services

Civil Engineering

Planning Services

Survey & Mapping

Coastal Engineering

Real Estate Services

Website: www.coastalengineering.com

A CECI GROUP COMPANY

September 11, 2006

Mr. Robert G. Clemens

Lee County Division of County Lands
Lee County Government
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

RE: A 404.38 Acre tract of land

Located east of Gunnery Road and south of SR 82, on the North side of Corkscrew Road in Lee County, Florida.
Lee County Project No.: 8800 – Parcel 288 Conservation Lands Program.
CEC File No.: 06-344

Dear Mr. Clemens,

I have personally inspected the property identified above and have analyzed all data considered relevant to the valuation of this property. The purpose of my inspection and analysis is in conjunction with my estimation of the current Market Value of the subject property. Market Value as considered in my analysis is defined within the body of the following report.

Mr. Robert G. Clemens
Lee County Division of County Lands

September 11, 2006
Page 2 of 2

The enclosed appraisal is written in conformance with the guidelines and requirements as set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), year 2006 edition. The report format is written to conform to the requirements for a **Summary** appraisal according to USPAP requirements. This letter is for the purposes of transmittal, and is a part of the attached report. It is not intended to be an appraisal of the subject property, in and of itself, and must be considered in conjunction with the complete appraisal report for the value opinion set forth herein to be valid. The effective date of the appraisal report is the date of this letter. The effective *date of value* for the report is the date of my most recent inspection of the property, August 14, 2006.

Based on my full investigation and analysis of all data considered to be pertinent to the valuation of the subject property, it is my opinion that the market value of the subject property, as of August 14, 2006, is:

**FIVE MILLION NINE HUNDRED THOUSAND DOLLARS
(\$5,900,000)**

Respectfully submitted,



William H. Reeve, III, MAI, SRA
V.P. – Dir. R.E. Division
State Certified General REA RZ943

SUMMARY OF SALIENT FACTS/FINAL ESTIMATE OF VALUE

Subject: The subject property is currently vacant land consisting of three parcels that are contiguous and total approximately 404.38 acres. A portion of the combined parcel is presently utilized as cattle grazing pasture. Some of the land is wetlands and this matter will be discussed in greater detail later in the report.

Access: Access from Corkscrew Road is via a R/W easement that is 100 feet in width. The length of the berm right of way along the subject parcels is approximately 17,160 lineal feet or 3.3 miles based on a review of the Tropical Environmental Consultants report dated May 27, 2005.

Legal Description: The legal description is lengthy and involves three parcels. All of this information may be found in the appropriate section of the addenda. Additional information is found in the Tax Roll section of the addenda. The subject is noted as **STRAP** Numbers; 04-46-27-00-00002.0000; 09-46-27-00-00002.0000 and 16-46-27-00-00001.0010.

Owner of Record: The owners of record according to Lee County Public Records include Sam Galloway, Sr., TR etal and Raymond Dold. The mailing address for the ownership is PO Box 128, Alva, Florida 33920.

Land Size: 404.38 Acres

Zoning: The subject property is zoned AG.

Land Use Designation: Agricultural

Highest & Best Use: Agriculture Use / Future Residential

Market Value: \$5,900,000

Date of Report/Value: September 11, 2006/August 14, 2006

Interest Appraised: Fee Simple Estate

Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA
State Certified General Appraiser #0000667
ccarl1@hotmail.com

J. Lee Norris, MAI, SRA
State Certified General Appraiser #0000643
leenor56@hotmail.com

September 6, 2006

Division of County Lands
Attention: Mr. Pat Fischer,
Property Acquisition Agent
P.O. Box 398
Fort Myers, Florida 33902-0398

Reference: Vacant 404.38 Acre Parcel
Conservation Lands Program
Project 8800, Parcel 288
Portion of Sections 4, 9 and 16,
Township 46 South, Range 27 East
Fort Myers, Florida 33913

Dear Mr. Fischer:

In accordance with your request we have made an inspection of the above referenced property for the purpose of providing a market value estimate for the site as of the effective date of appraisal. The parcel contains a total of 404.38 acres, more or less and is located approximately three miles to the west of Collier County and one mile north of Corkscrew Road. This parcel will be valued within the attached appraisal report. We invite your attention to this report for more details and information specific to the overall property.

The site is basically rectangular in configuration containing approximately 404.38 acres of site area, more or less. According to information obtained from the Lee County Property Appraiser's office, 266.76 acres or 66% of the site is considered to be uplands with approximately 137.62 acres or some 34% of the site being considered as wetlands area. More discussion relating to these factors will be presented within the attached appraisal report. As of the effective date of appraisal the subject property was a vacant unimproved parcel and was being utilized for agricultural purposes as grazing land.

The value estimate as contained in this report is based on the property's condition as of the effective date of appraisal which was August 14, 2006. This was also the last date of a complete physical inspection of the property.

This analysis considers only the value of the real estate and takes into consideration no value for equipment or personal property which may be located on the site. As per your request this is a **Summary Appraisal Report** which presents only summary discussions for the data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value.

This analysis has utilized the most current market value definition which is contained within the attached appraisal report.

Mr. Pat Fischer
September 6, 2006
Page 2

Based on market conditions existing as of the date of appraisal, and in consideration of the property as it existed on this date, it is our opinion the subject site warranted a market value in fee simple ownership on August 14, 2006 of:

SIX MILLION DOLLARS (\$6,000,000.00).

The attached appraisal is a **Summary Appraisal Report** which is intended to comply with reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal. The analyst was engaged by Lee County Division of County Lands to perform an analysis of the subject property and estimate its market value.

Should you have any questions regarding this or any other matter, please do not hesitate to call upon us. We would like to thank you for the opportunity to be of service to you with regards to this property.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



C. William Carlson, MAI, SRA
State Certified General Appraiser RZ667

CWC/lks

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

LOCATION: The subject parcel is located approximately one mile north of Corkscrew Road and three miles west of Collier County in the eastern portion of Lee County, Florida. Access to the property will be by means of a 100 foot wide easement running northerly from Corkscrew Road along the easterly 100 feet of Section 21, Township 46 South, Range 27 East, Lee County, Florida.

APPRAISER: C. William Carlson, MAI, SRA
State Certified General Appraiser RZ667

CLIENT: Lee County - Division of County Lands

DATE OF VALUE: August 14, 2006

DATE OF REPORT: September 6, 2006

PURPOSE OF APPRAISAL: Estimate the market value of the fee simple interest in the subject property in its "as is" condition.

INTENDED USE OF APPRAISAL: The intended use of this report is to aid in negotiations for acquisition of the subject property under the Conservation Lands Program, Project 8800.

OWNER OF RECORD: Sam Galloway Sr., Trustee et al

PARCEL SIZE: 404.38 acres, more or less

IMPROVEMENTS DESCRIPTION: The site is currently unimproved and is in a vacant state. The property is currently being utilized for grazing purposes.

COMPREHENSIVE LAND USE PLAN CLASSIFICATION: Density Reduction/Ground Water Resource and Wetlands

ZONING CLASSIFICATION: AG-2

FLOOD ZONE AND FLOOD PANEL NUMBER: Flood Zone B as shown on Flood Insurance Program Panel Number 125124 0500 B.

HIGHEST AND BEST USE AS VACANT: The most probable highest and best use for the subject property as if vacant and available to be developed to its highest and best use would be for

the property to be utilized for passive recreational use for the short range future with the potential for small acreage development in the long range future.

HIGHEST AND BEST USE AS IMPROVED:

Not applicable

VALUE ESTIMATE BY THE COST APPROACH:

Not Applicable

VALUE ESTIMATE BY THE INCOME APPROACH:

Not Applicable

VALUE PER ACRE:

\$15,000

VALUE ESTIMATE BY THE SALES COMPARISON APPROACH:

\$6,000,000

MARKET VALUE ESTIMATE AS OF AUGUST 14, 2006:

\$6,000,000

USPAP APPRAISAL TYPE:

Summary

5-Year Sales History

Conservation Land 20/20

Parcel No. 288

Project No. 8800

STRAP No. 04-46-27-00-00002.0000

09-46-27-00-00002.0000

16-46-27-00-00001.0010

NO SALES in PAST 5 YEARS