

Conservation Collier Land Acquisition Program Project Design Report

Agua Colina Property
Date: October 2023

Property Owner(s): Agua Colina, LLC.

Folio: 58105440009

Location: 1929 Indian Hill St, Marco Island, FL 34145

Size: 0.63 acres

Purchase Price: \$1,120,000

History of Project:

Selected for the “A” category, #1 priority, on the Active Acquisition List (AAL) by CCLAAC	Selected for the “A” category, #1 priority, on AAL by BCC	Purchase Offer Made to Owner	Offer Accepted
8/03/2022	12/13/2022	5/9/23	6/21/23

Purpose of Project: Environmental Conservation – Conservation Collier Program

Program Qualifications:

The Agua Colina parcel contains coastal xeric oak scrub, a unique and endangered plant community within Collier County. It also offers human social values as it is visible and accessible from Indian Hill St. and Caxambas Dr., public roads, and Archaeological Site 8CR107 encompasses the entire parcel. A Phase 2 Cultural Resources Assessment Survey of the parcel resulted in the documentation of prehistoric and historic cultural resources across the entire property, including prehistoric human remains that consisted of redeposited or disturbed fragmentary bone scatter and 16 intact human burials representing a minimum of 28 individuals. Finally, the parcel contains an estimated 20 gopher tortoises and potential habitat for burrowing owls and migratory bird species. While the parcel is not currently adjacent to conservation land, the property directly adjacent to the south, South Terra Corp, is currently under consideration for purchase by the Conservation Collier Program. If acquired, together these parcels would total 1.19 acres of protected land. Additionally, the Agua Colina parcel provides buffering for a manmade canal leading to Caxambas Bay.

Zoning, Growth Management and Land Use Overlays: The parcel is zoned RSF-3; Residential Single Family. The highest and best use of the site would be for single-family

residential consistent with the current comprehensive land use plan affecting the property as well as zoning classification assigned to the site.

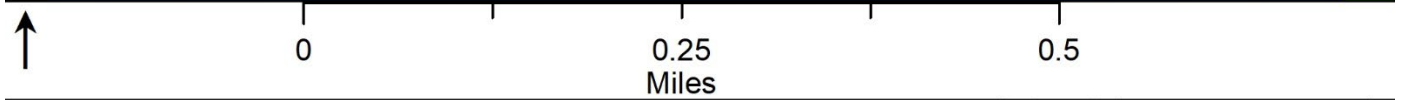
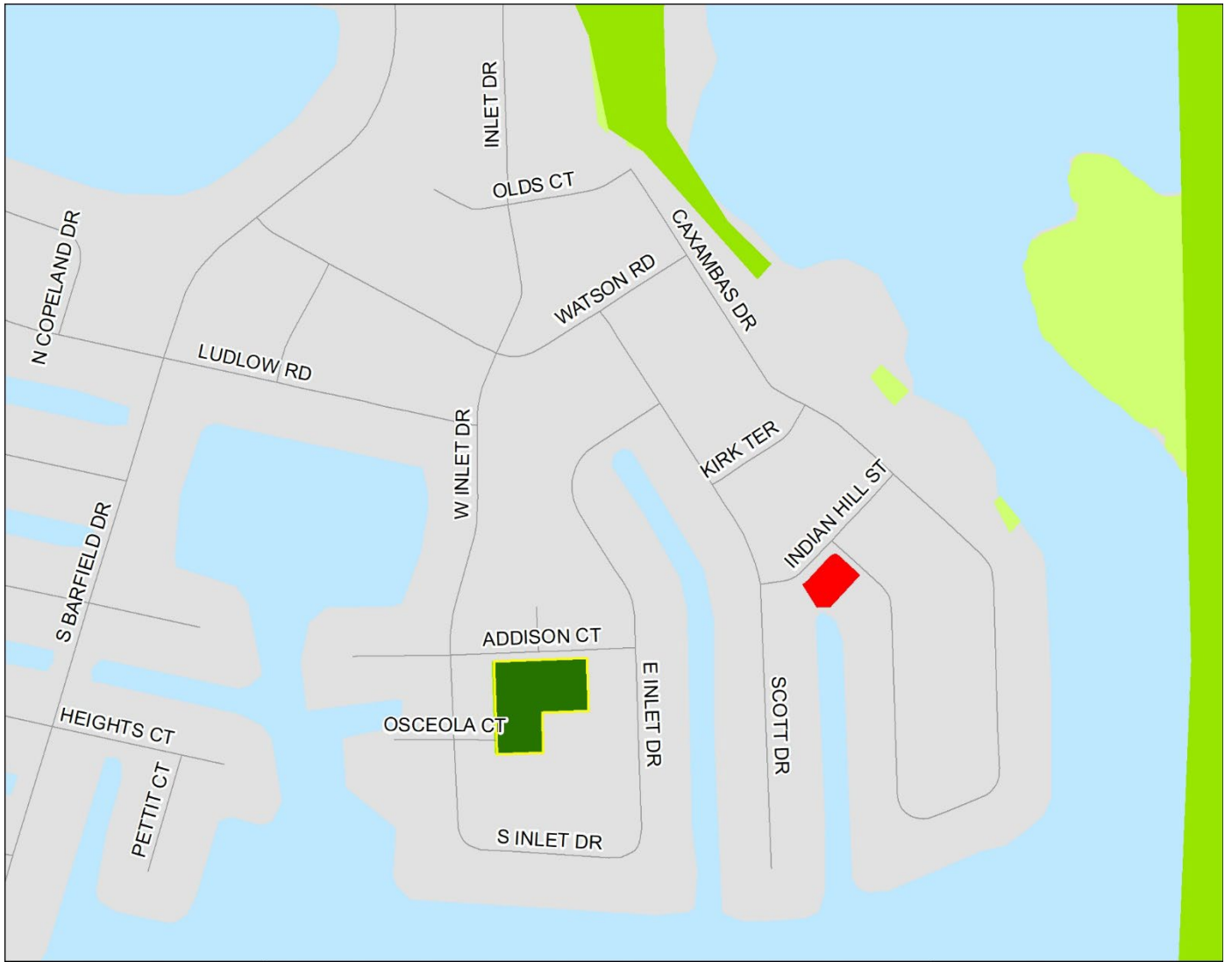
Projected Management Activities:

Management of the parcel would entail removal and maintenance of invasive, exotic vegetation; native plantings, and educational and informational signage.

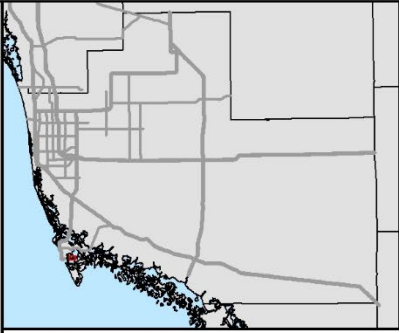
Estimated Management Costs:

Management Element	2024	2025	2026	2027	2028
Exotics	\$2,000	\$1,000	\$1,000	\$500	\$500
Native Plantings		\$4,000			
Signage	\$200	\$4,800	\$100	\$100	\$100
Total	\$2,200	\$9,800	\$1,100	\$600	\$600

SEE PAGES 3 AND 4 FOR MAPS OF THE PARCEL.



- AGUA COLINA LLC
- Otter Mound Preserve
- Managed Conservation Areas
- Conservation Areas



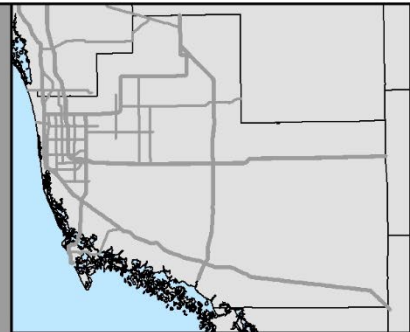


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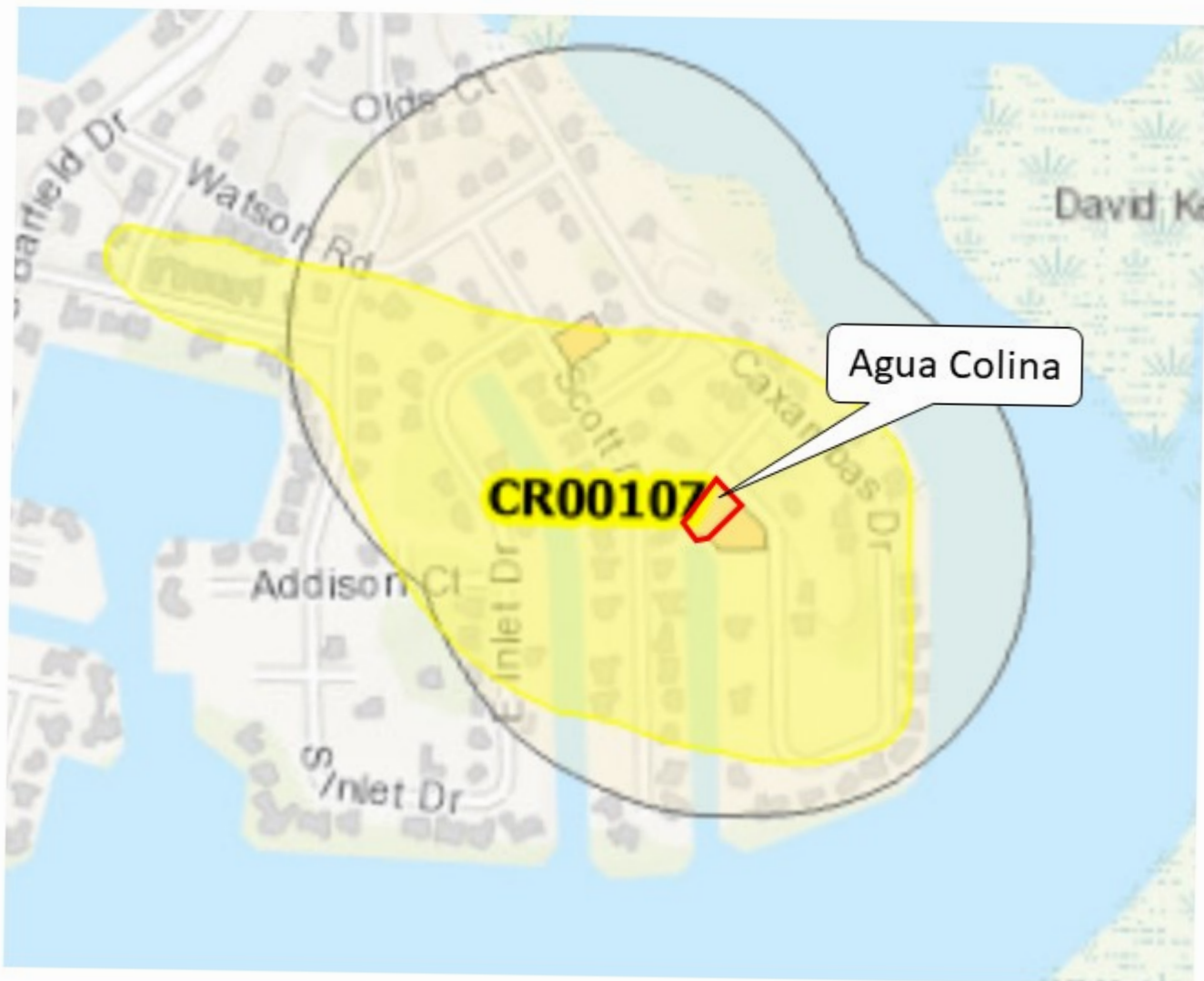
 AGUA COLINA LLC



Collier County



Location of Agua Colina in relation to recorded archaeological site CR00107



AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made and entered into by and between **AGUA COLINA**, a Florida Limited Liability Company, whose mailing address is PO Box 7154, Fort Myers, FL 33919, (hereinafter referred to as "Seller"), and **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose address is 3335 Tamiami Trail East, Suite 101, Naples, FL 34112 (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, Seller is the owner of that certain parcel of real property (hereinafter referred to as "Property"), located in Collier County, State of Florida, and being more particularly described in Exhibit "A", attached hereto and made a part hereof by reference.

WHEREAS, Purchaser is desirous of purchasing the Property, subject to the conditions and other agreements hereinafter set forth, and Seller is agreeable to such sale and to such conditions and agreements.

NOW, THEREFORE, and for and in consideration of the premises and the respective undertakings of the parties hereinafter set forth and the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

I. AGREEMENT

1.01 In consideration of the purchase price and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Property, described in Exhibit "A".

II. PAYMENT OF PURCHASE PRICE

2.01 The purchase price (the "Purchase Price") for the Property shall be **One Million, One Hundred Twenty Thousand Dollars and 00/100 dollars (\$1,120,000)**, (U.S. Currency) payable at time of closing.

III. CLOSING

3.01 The Closing (THE "CLOSING DATE", "DATE OF CLOSING", OR "CLOSING") of the transaction shall be held on or before one hundred and eighty (180) days following execution of this Agreement by the Purchaser, or within thirty (30) days of Purchaser's receipt of all closing documents, whichever is later. The Closing shall be held at the Collier County Attorney's Office, Administration

Building, 3299 Tamiami Trail East, Naples, Florida. The procedure to be followed by the parties in connection with the Closing shall be as follows:

3.011 Seller shall convey a marketable title free of any liens, encumbrances, exceptions, or qualifications. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar and in accordance with law. At the Closing, the Seller shall cause to be delivered to the Purchaser the items specified herein and the following documents and instruments duly executed and acknowledged, in recordable form:

3.0111 Warranty Deed in favor of Purchaser conveying title to the Property, free and clear of all liens and encumbrances other than:

(a) The lien for current taxes and assessments.

(b) Such other easements, restrictions, or conditions of record.

3.0112 Combined Purchaser-Seller closing statement.

3.0113 A "Gap Tax Proration, Owner's Non-Foreign Affidavit", as required by Section 1445 of the Internal Revenue Code and as required by the title insurance underwriter to insure the "gap" and issue the policy contemplated by the title insurance commitment.

3.0114 A W-9 Form, "Request for Taxpayer Identification and Certification" as required by the Internal Revenue Service.

3.012 At the Closing, the Purchaser, or its assignee, shall cause to be delivered to the Seller the following:

3.0121 A negotiable instrument (County Warrant) in an amount equal to the Purchase Price. No funds shall be disbursed to Seller until the Title Company verifies that the state of the title to the Property has not changed adversely since the date of the last endorsement to the commitment, referenced in Section 4.011 thereto, and the Title Company is irrevocably committed to pay the Purchase Price to Seller and to issue the Owner's title policy to Purchaser in accordance with the commitment immediately after the recording of the deed.

3.0122 Funds payable to the Seller representing the cash payment due at Closing in accordance with Article III hereof, shall be subject to adjustment for prorations as hereinafter set forth.

3.02 Each party shall be responsible for payment of its own attorney's fees. Seller, at its sole cost and expense, shall pay at Closing all documentary stamp taxes due relating to the recording of the Warranty Deed, in accordance with Chapter 201.01, Florida Statutes, and the cost of recording any instruments necessary to clear Seller's title to the Property. The cost of the Owner's Form B Title Policy, issued pursuant to the Commitment provided for in Section 4.011 below, shall be paid by Purchaser. The cost of the title commitment shall also be paid by Purchaser.

3.03 Purchaser shall pay for the cost of recording the Warranty Deed. Real Property taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and any other applicable exemptions and paid by Seller. If Closing occurs at a date which the current year's millage is not fixed, taxes will be prorated based upon such prior year's millage.

IV. REQUIREMENTS AND CONDITIONS

4.01 Upon execution of this Agreement by both parties or at such other time as specified within this Article, Purchaser and/or Seller, as the case may be, shall perform the following within the times stated, which shall be conditions precedent to the Closing;

4.011 Within fifteen (15) days after the date hereof, Purchaser shall obtain as evidence of title an ALTA Commitment for an Owner's Title Insurance Policy (ALTA Form B-1970) covering the Property, together with hard copies of all exceptions shown thereon. Purchaser shall have thirty (30) days, following receipt of the title insurance commitment, to notify Seller in writing of any objection to title other than liens evidencing monetary obligations, if any, which obligations shall be paid at closing. If the title commitment contains exceptions that make the title unmarketable, Purchaser shall deliver to the Seller written notice of its intention to waive the applicable contingencies or to terminate this Agreement.

4.012 If Purchaser shall fail to advise the Seller in writing of any such objections in Seller's title in the manner herein required by this Agreement, the title shall be deemed acceptable. Upon notification of Purchaser's objection to title, Seller shall have thirty (30) days to remedy any defects to convey good and marketable title at Seller's expense, except for liens or monetary obligations which will be satisfied at Closing. Seller, at its sole expense, shall use its best efforts to make such title good and marketable. In the event Seller is unable to cure said objections within said time period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said thirty (30) day period, may accept title as it then is, waiving any objection; or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of

termination within the time period provided herein shall be deemed an election by Purchaser to accept the exceptions to title as shown in the title commitment.

4.013 Seller agrees to furnish any existing surveys of the Property in Seller's possession to Purchaser within ten (10) days of the effective date of this Agreement. Purchaser shall have the option, at its own expense, to obtain a current survey of the Property prepared by a surveyor licensed by the State of Florida. No adjustments to the Purchase Price shall be made based upon any change to the total acreage referenced in Exhibit "A," unless the difference in acreage revealed by survey exceeds 5% of the overall acreage. If the survey provided by Seller or obtained by Purchaser, as certified by a registered Florida surveyor, shows: (a) an encroachment onto the property; or (b) that an improvement located on the Property projects onto lands of others, or (c) lack of legal access to a public roadway, the Purchaser shall notify the Seller in writing of such encroachment, projection, or lack of legal access, and Seller shall have the option of curing said encroachment or projection, or obtaining legal access to the Property from a public roadway, within sixty (60) days of receipt of said written notice from Purchaser. Purchaser shall have ninety (90) days from the effective date of this Agreement to notify Seller of any such objections. Should Seller elect not to or be unable to remove the encroachment, projection, or provide legal access to the property within said sixty (60) day period, Purchaser, by providing written notice to Seller within seven (7) days after expiration of said sixty (60) day period, may accept the Property as it then is, waiving any objection to the encroachment, or projection, or lack of legal access, or Purchaser may terminate the Agreement. A failure by Purchaser to give such written notice of termination within the time period provided herein shall be deemed an election by Purchaser to accept the Property with the encroachment, or projection, or lack of legal access.

V. INSPECTION PERIOD

5.01 Purchaser shall have one hundred twenty (180) days from the date of this Agreement, ("Inspection Period"), to determine through appropriate investigation that:

1. Soil tests and engineering studies indicate that the Property can be developed without any abnormal demucking, soil stabilization or foundations.
2. There are no abnormal drainage or environmental requirements to the development of the Property.
3. The Property is in compliance with all applicable State and Federal environmental laws and the Property is free from any pollution or contamination.
4. The Property can be utilized for its intended use and purpose in the Conservation Collier program.

5.02 If Purchaser is not satisfied, for any reason whatsoever, with the results of any investigation, Purchaser shall deliver to Seller prior to the expiration of the Inspection Period, written notice of its intention to waive the applicable contingencies or to terminate this Agreement. If Purchaser fails to notify the Seller in writing of its specific objections as provided herein within the Inspection Period, it shall be deemed that the Purchaser is satisfied with the results of its investigations and the contingencies of this Article V shall be deemed waived. In the event Purchaser elects to terminate this Agreement because of the right of inspection, Purchaser shall deliver to Seller copies of all engineering reports and environmental and soil testing results commissioned by Purchaser with respect to the Property.

5.03 Purchaser and its agents, employees and servants shall, at their own risk and expense, have the right to go upon the Property for the purpose of surveying and conducting site analyses, soil borings and all other necessary investigation. Purchaser shall, in performing such tests, use due care. Seller shall be notified by Purchaser no less than twenty-four (24) hours prior to said inspection of the Property.

VI. INSPECTION

6.01 Seller acknowledges that the Purchaser, or its authorized agents, shall have the right to inspect the Property at any time prior to the Closing.

VII. POSSESSION

7.01 Purchaser shall be entitled to full possession of the Property at Closing.

VIII. PRORATIONS

8.01 Ad valorem taxes next due and payable, after closing on the Property, shall be prorated at Closing based upon the gross amount of current year taxes, and shall be paid by Seller.

IX. TERMINATION AND REMEDIES

9.01 If Seller shall have failed to perform any of the covenants and/or agreements contained herein which are to be performed by Seller, within ten (10) days of written notification of such failure, Purchaser may, at its option, terminate this Agreement by giving written notice of termination to Seller. Purchaser shall have the right to seek and enforce all rights and remedies available at law or in equity to a contract vendee, including the right to seek specific performance of this Agreement.

9.02 The parties acknowledge that the remedies described herein and in the other provisions of this Agreement provide mutually satisfactory and sufficient remedies to each of the parties and take into account the peculiar risks and expenses of each of the parties.

X. SELLER'S AND PURCHASER'S REPRESENTATIONS AND WARRANTIES

10.01 Seller and Purchaser represent and warrant the following:

10.011 Seller and Purchaser have full right and authority to enter into and to execute this Agreement and to undertake all actions and to perform all tasks required of each hereunder. Seller is not presently the subject of a pending, threatened or contemplated bankruptcy proceeding.

10.012 Seller has full right, power, and authority to own and operate the Property, and to execute, deliver, and perform its obligations under this Agreement and the instruments executed in connection herewith, and to consummate the transaction contemplated hereby. All necessary authorizations and approvals have been obtained authorizing Seller and Purchaser to execute and consummate the transaction contemplated hereby. At Closing, certified copies of such approvals shall be delivered to Purchaser and/or Seller, if necessary.

10.013 The warranties set forth in this paragraph shall be true on the date of this Agreement and as of the date of Closing. Purchaser's acceptance of a deed to the said Property shall not be deemed to be full performance and discharge of every agreement and obligation on the part of the Seller to be performed pursuant to the provisions of this Agreement.

10.014 Seller represents that it has no knowledge of any actions, suits, claims, proceedings, litigation or investigations pending or threatened against Seller, at law, equity or in arbitration before or by any federal, state, municipal or other governmental instrumentality that relate to this agreement or any other property that could, if continued, adversely affect Seller's ability to sell the Property to Purchaser according to the terms of this Agreement.

10.015 No party or person other than Purchaser has any right or option to acquire the Property or any portion thereof.

10.016 Until the date fixed for Closing, so long as this Agreement remains in force and effect, Seller shall not encumber or convey any portion of the Property or any rights therein, nor enter into any agreements granting any person or entity any rights with respect to the Property or any part thereof,

without first obtaining the written consent of Purchaser to such conveyance, encumbrance, or agreement which consent may be withheld by Purchaser for any reason whatsoever.

10.017 Seller represents that there are no incinerators, septic tanks or cesspools on the Property; all waste, if any, is discharged into a public sanitary sewer system; Seller represents that they have (it has) no knowledge that any pollutants are or have been discharged from the Property, directly or indirectly into any body of water. Seller represents the Property has not been used for the production, handling, storage, transportation, manufacture or disposal of hazardous or toxic substances or wastes, as such terms are defined in applicable laws and regulations, or any other activity that would have toxic results, and no such hazardous or toxic substances are currently used in connection with the operation of the Property, and there is no proceeding or inquiry by any authority with respect thereto. Seller represents that they have (it has) no knowledge that there is ground water contamination on the Property or potential of ground water contamination from neighboring properties. Seller represents no storage tanks for gasoline or any other substances are or were located on the Property at any time during or prior to Seller's ownership thereof. Seller represents none of the Property has been used as a sanitary landfill.

10.018 Seller has no knowledge that the Property and Seller's operations concerning the Property are in violation of any applicable Federal, State or local statute, law or regulation, or of any notice from any governmental body has been served upon Seller claiming any violation of any law, ordinance, code or regulation or requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Property in order to comply with any laws, ordinances, codes or regulation with which Seller has not complied.

10.019 There are no unrecorded restrictions, easements or rights of way (other than existing zoning regulations) that restrict or affect the use of the Property, and there are no maintenance, construction, advertising, management, leasing, employment, service or other contracts affecting the Property.

10.020 Seller has no knowledge that there are any suits, actions or arbitration, bond issuances or proposals therefor, proposals for public improvement assessments, pay-back agreements, paving agreements, road expansion or improvement agreements, utility moratoriums, use moratoriums, improvement moratoriums, administrative or other proceedings or governmental investigations or requirements, formal or informal, existing or pending or threatened which affects the Property or which adversely affects Seller's ability

to perform hereunder; nor is there any other charge or expense upon or related to the Property which has not been disclosed to Purchaser in writing prior to the effective date of this Agreement.

10.021 Seller acknowledges and agrees that Purchaser is entering into this Agreement based upon Seller's representations stated above and on the understanding that Seller will not cause the zoning or physical condition of the Property to change from its existing state on the effective date of this Agreement up to and including the Date of Closing. Therefore, Seller agrees not to enter into any contracts or agreements pertaining to or affecting the Property and not to do any act or omit to perform any act which would change the zoning or physical condition of the Property or the governmental ordinances or laws governing same. Seller also agrees to notify Purchaser promptly of any change in the facts contained in the foregoing representations and of any notice or proposed change in the zoning, or any other action or notice, that may be proposed or promulgated by any third parties or any governmental authorities having jurisdiction of the development of the property which may restrict or change any other condition of the Property.

10.022 At the Closing, Seller shall deliver to Purchaser a statement (hereinafter called the "Closing Representative Statement") reasserting the foregoing representations as of the Date of Closing, which provisions shall survive the Closing.

10.023 Seller represents, warrants and agrees to indemnify, reimburse, defend and hold Purchaser harmless from any and all costs (including attorney's fees) asserted against, imposed on or incurred by Purchaser, directly or indirectly, pursuant to or in connection with the application of any federal, state, local or common law relating to pollution or protection of the environment which shall be in accordance with, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., ("CERCLA" or "Superfund"), which was amended and upgraded by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), including any amendments or successor in function to these acts. This provision and the rights of Purchaser, hereunder, shall survive Closing and are not deemed satisfied by conveyance of title.

10.024 Any loss and/or damage to the Property between the date of this Agreement and the date of Closing shall be Seller's sole risk and expense.

XI. NOTICES

11.01 Any notice, request, demand, instruction, or other communication to be given to either party hereunder shall be in writing, sent by facsimile with automated confirmation of receipt, or by registered, or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Purchaser: Summer Araque, Coordinator
Conservation Collier Program
Collier County Parks and Recreation Division
Public Services Department
Golden Gate Community Park
3300 Santa Barbara Blvd.
Naples, Florida 34116

With a copy to: Attn: Sonja Stephenson
Collier County Real Property Management
3335 Tamiami Trail East, Suite 102
Naples, Florida 34112
Telephone number: 239-252-8073
Fax number: 239-252-8876

If to Seller: Katherine Ferraro - President
PO BOX 7154
Fort Myers, FL 33919
Telephone number: 239-218-2071

With a copy to: N/A

11.02 The addressees and numbers for the purpose of this Article may be changed by either party by giving written notice of such change to the other party in the manner provided herein. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last addressee and respective address stated herein shall be deemed to continue in effect for all purposes.

XII. REAL ESTATE BROKERS

12.01 Any and all brokerage commissions or fees shall be the sole responsibility of the Seller. Seller shall indemnify Purchaser and hold Purchaser harmless from and against any claim or liability for commission or fees to any broker or any other person or party claiming to have been engaged by Seller as a real estate broker, salesman or representative, in connection with this Agreement. Seller agrees to pay any and all commissions or fees at closing pursuant to the terms of a separate agreement, if any.

XIII. MISCELLANEOUS

13.01 This Agreement may be executed in any manner of counterparts which together shall constitute the agreement of the parties.

13.02 This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustee, and assignees whenever the context so requires or admits.

13.03 Any amendment to this Agreement shall not bind any of the parties hereof unless such amendment is in writing and executed and dated by Purchaser and Seller. Any amendment to this Agreement shall be binding upon Purchaser and Seller as soon as it has been executed by both parties.

13.04 Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend, or limit the scope or intent of this Agreement or any provisions hereof.

13.05 All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

13.06 No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

13.07 If any date specified in this Agreement falls on a Saturday, Sunday, or legal holiday, then the date to which such reference is made shall be extended to the next succeeding business day.

13.08 Seller is aware of and understands that the "offer" to purchase represented by this Agreement is subject to acceptance and approval by the Board of County Commissioners of Collier County, Florida.

13.09 If the Seller holds the Property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others, Seller shall make a written public disclosure, according to Chapter 286, Florida Statutes, under oath, of the name and address of every person having a beneficial interest in the Property before Property held in such capacity is conveyed to Collier County. (If the corporation is registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public, it is hereby exempt from the provisions of Chapter 286, Florida Statutes.)

13.10 This Agreement is governed and construed in accordance with the laws of the State of Florida.

XIV. ENTIRE AGREEMENT

14.01 This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no promise, representation, warranty or covenant not included in this Agreement or any such referenced agreements has been or is being relied upon by either party. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed and dated by both Purchaser and Seller. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed below.

Dated Project/Acquisition Approved by BCC: _____

AS TO PURCHASER:

ATTEST:

CRYSTAL K. KINZEL, Clerk of the
Circuit Court and Comptroller

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

, Deputy Clerk

By: _____
RICK LOCASTRO, Chairman

AS TO SELLER:

AGUA COLINA, a Florida Limited Liability
Company

DATED: September 1, 2023

WITNESSES:

Juan B. Biddix
(Signature)

Teresa B. Biddix
(Print Witness Name)

Amy D. Brewer
(Signature)

Amy D. Brewer
(Print Witness Name)

By: Kathleen Ferraro
Kathleen Ferraro, President Seller

Approved as to form and legality:

Ronald T. Tomasko, Assistant County Attorney

RJ
06/23/2023

CAO

EXHIBIT "A"

LOT 1, BLOCK 403, MARCO BEACH UNIT THIRTEEN,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN
PLAT BOOK 6, PAGE(S) 92 THROUGH 99, INCLUSIVE, OF
THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.