

EXECUTIVE SUMMARY

Recommendation to approve a Donation Agreement with Corkscrew Regional Ecosystem Watershed Land and Water Trust, Incorporated (CREW) for 9.17 acres under the Conservation Collier Land Acquisition Program, at a cost not to exceed \$1,000.

OBJECTIVE: To recommend approval of the donation of 9.17 acres within the Red Maple Swamp Preserve Multi-parcel Project from Corkscrew Regional Ecosystem Watershed Land and Water Trust, Incorporated (CREW).

CONSIDERATIONS: On January 27, 2004, Agenda Item 10A, the Board approved a Conservation Collier Land Acquisition Advisory Committee (CCLAAC) recommended Active Acquisition List (AAL), with changes, and directed staff to actively pursue acquisition of the properties under the Conservation Collier Program. On June 22, 2004, Agenda Item 16A2, the Board confirmed their direction to staff authorizing staff to proceed with purchase contracts for Golden Gate Estates, Unit 53 Multi Parcel Project now known as the Red Maple Swamp Preserve Multi-parcel Project (Project), properties as they become available and to bring these contracts back to the Board for final approval.

The Red Maple Swamp Preserve Multi-parcel Project consists of 107 parcels and a total of 305.69 acres. To date, Conservation Collier has acquired 65 parcels consisting of a total of 181.98 acres within this area.

Since December 1993, CREW has owned two (2) parcels totaling 9.17 acres (Property) within the Red Maple Swamp Preserve Multi-parcel Project. CREW desires to convey the Property to the County for the Conservation Collier Program.

The attached Donation Agreement provides a provision that in the event that the Property is not used exclusively for conservation purposes, then at such point in time the Property shall immediately revert to CREW without further notice, and thereafter the County shall have no further right, title or interest therein.

FISCAL IMPACT: The total cost of the conveyance will not exceed \$1,000 for the title commitment, title policy, and recording of documents. The funds will be withdrawn from the Conservation Collier Trust Fund (172). Estimated costs of maintenance in perpetuity have been considered by the CCLAAC and have been incorporated into the Conservation Collier Long Term Financial Management Plan.

LEGAL CONSIDERATIONS: This item has been reviewed and approved by the County Attorney's Office and is legally sufficient. This item requires a simple majority vote. - STW

GROWTH MANAGEMENT IMPACT: Fee simple acquisition of conservation lands is consistent with and supports Policy 1.3.1(e) in the Conservation and Coastal Management Element of the Collier County Growth Management Plan.

RECOMMENDATION: Staff is recommending that the CCLAAC:

1. Approve the attached Donation Agreement; and
2. Recommend to the Board approval and authorization for the Chairman to execute the Donation Agreement on behalf of the Board.

PREPARED BY: Cindy M. Erb, SR/WA, Senior Property Acquisition Specialist, Real Property Management, Department of Facilities Management

CONSERVATION COLLIER
PROPERTY IDENTIFICATION NUMBER: 39490320002 & 39490120008

Prepared by:
Steven T. Williams, Esquire
Office of the County Attorney
3301 East Tamiami Trail
Naples, Florida 34112
(239) 252-8400

DONATION AGREEMENT

THIS DONATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between **CORKSCREW REGIONAL ECOSYSTEM WATERSHED LAND AND WATER TRUST, INCORPORATED**, a Florida nonprofit corporation, formerly known as **CORKSCREW REGIONAL ECOSYSTEM WATERSHED TRUST, INC.**, (hereinafter referred to as "CREW"), whose address is 23998 Corkscrew Road, Estero, FL 33928, and **COLLIER COUNTY**, a political subdivision of the State of Florida, its successors and assigns, whose post office address is 3335 Tamiami Trail East, Suite 101, Naples, Florida, 34112 (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, CREW desires to convey by gift to the County a fee simple interest for the purpose of conservation, over, under, upon and across the lands described in Exhibit "A" (said hereinafter referred to as the "Property"), which is attached hereto and made a part of this Agreement;

WHEREAS, CREW desires to convey the Property to County for the stated purposes, on the terms and conditions set forth herein; and

WHEREAS, in the event that the Property is not used exclusively for conservation purposes, then at such point in time the Property shall immediately revert back to CREW, without further notice, and thereafter Grantee shall have no further right, title or interest therein; and

NOW, THEREFORE, in consideration of these premises, the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is agreed by and between the parties as follows:

1. CREW shall convey the Property via a Warranty Deed to County at no cost to the County, unless otherwise stated herein. The Warranty Deed shall contain a reverter clause that provides for termination of the County's rights, title and interest in the event the Property is not used for conservation purposes.

2. Prior to Closing, CREW shall obtain from the holders of any liens, exceptions and/or qualifications encumbering the Property, the execution of such instruments which will remove, release or subordinate such encumbrances from the Property upon their recording in the public records of Collier County, Florida. CREW shall provide such instruments, properly executed, to County on or before the date of Closing.

3. This Agreement shall be null and void, and of no further force or effect, unless Closing shall occur within ninety (90) days from the date County executes this Agreement; provided; however, that County shall have the unilateral right to extend the term of this Agreement pending receipt of such instruments, properly executed, which either remove, release or subordinate any and all such liens, encumbrances or qualifications affecting County's enjoyment of the Property.

4. CREW is aware and understands that this Agreement is subject to the acceptance and approval by the Board of County Commissioners of Collier County, Florida.

5. CREW represents that the Property and all uses of the Property have been and presently are in compliance with all Federal, State and Local environmental laws; that no hazardous substances have been generated, stored, treated or transferred on the Property except as specifically disclosed to the County; that CREW has no knowledge of any spill or environmental law violation on any property contiguous to or in the vicinity of the Property to be conveyed to the County, that CREW has not received notice and otherwise has no knowledge of a) any spill on the Property, b) any existing or threatened environmental lien against the Property or c) any lawsuit, proceeding or investigation regarding the generation, storage, treatment, spill or transfer of hazardous substances on the Property. This provision shall survive Closing and is not deemed satisfied by conveyance of title.

6. CREW shall indemnify, defend, save and hold harmless the County against and from, and to reimburse the County with respect to, any and all damages, claims, liabilities, laws, costs and expenses (including without limitation reasonable paralegal and attorney fees and expenses whether in court, out of court, in bankruptcy or administrative proceedings or on appeal), penalties or fines incurred by or asserted against the County by reason or arising out of the breach of CREW's representation under Section 5. This provision shall survive Closing and is not deemed satisfied by conveyance of title.

7. The County shall pay for all costs of recording the conveyance instrument, and recording costs for any curative instruments, in the Public Records of Collier County, Florida. All other costs associated with this transaction including but not limited to transfer, documentary and intangible taxes shall be borne and paid by CREW. The cost of title commitments shall be paid by County.

8. 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 trustees, and/or assignees, whenever the context so requires or admits.

9. Conveyance of the Property by CREW is contingent upon no other provisions, conditions, or premises other than those so stated above; and the written Agreement, including all exhibits attached hereto, shall constitute the entire Agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

10. If the CREW holds the Property in the form of a partnership, limited partnership, corporation, trust or any form of representative capacity whatsoever for others, CREW 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 the Property held in such capacity is conveyed to County, its successors and assigns. (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.)

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

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the date and year first above written.

DATE ACQUISITION APPROVED BY BCC: _____

AS TO COUNTY:

ATTEST:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

,Deputy Clerk

BY: _____
FRED W. COYLE, Chairman

Approved as to form and legal sufficiency:

Steven T. Williams, Esquire
Assistant County Attorney

AS TO CREW:

WITNESSES:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

CORKSCREW REGIONAL ECOSYSTEM
WATERSHED LAND AND WATER TRUST,
INCORPORATED, a Florida nonprofit
corporation, formerly known as CORKSCREW
REGIONAL ECOSYSTEM WATERSHED
TRUST, INC.

BY: _____
WILLIAM HAMMOND, Chairman

EXHIBIT "A"

THE WEST 180 FEET OF TRACT 7, GOLDEN GATE ESTATES, UNIT NO. 53, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 93 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. (5.67 acres)

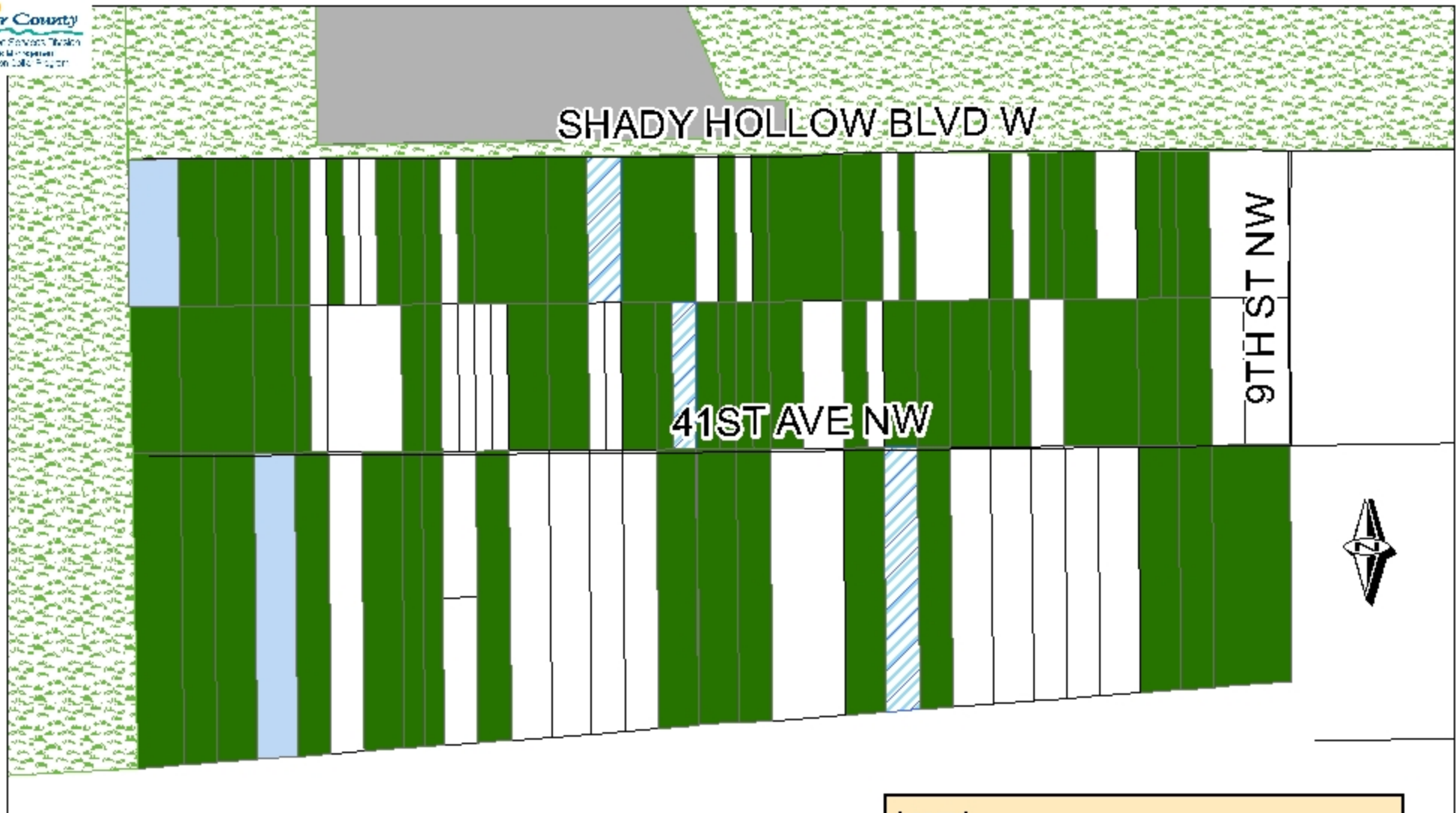
PROPERTY IDENTIFICATION NUMBER: 39490320002

AND

ALL OF TRACT 7, GOLDEN GATE ESTATES, UNIT NO. 53, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 93 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA. (3.50 acres)

PROPERTY IDENTIFICATION NUMBER: 39490120008

Conservation Collier: NGGE Unit 53/ Red Maple Swamp March 2011



Data Source: Parcels - Collier County Property Appraiser
 RPM Numbers: Cindy Erb
 Created by: Conservation Collier Staff /A. Sulecki
 G:\Conservation Collier\maps\Acquired properties\Red Maple Swamp\March 2011 _RPM.mxd and .jpg
 March 2, 2011

Legend

 CREW in holdings	 SFWMD Lands
Status of Properties	 County Cow Pasture
 Acquired	
 Contracts - Closing Date: April 11, 2011	
 A-list	