

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20021405

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the Florida Communities Trust Grant Award Agreement and reconciliation statement for a grant award in the amount of \$3,173,824.17. Approve Addendum 1 to Conceptual Approval Agreement. Also approve Budget Amendment Resolution in the amount of \$3,173,825 and amend FY 02/03-06/07 CIP for Conservation 2020 CIP for \$2,856,443 and transfer out to the Environmental Sensitive Land Fund for \$317,382 to manage the acquisition. Also approve Budget Amendment Resolution in the amount of \$317,382 in the Environmental Sensitive Land Fund for the 10% management portion of the grant and amend FY 02/03-06/07 Conservation Land Management CIP accordingly.

WHY ACTION IS NECESSARY: Approval of the Grant Award Agreement and reconciliation statement are required to receive the reimbursement grant. Approval of Addendum 1 is necessary to extend the Conceptual Approval Agreement to provide Florida Communities Trust sufficient time to reimburse the funds.

WHAT ACTION ACCOMPLISHES: Reimburses the Conservation 2020 land acquisition funds for fifty percent of eligible acquisition costs of the Caloosahatchee Creeks Preserve (Site 108), a 1,116-acre preserve located on the north bank of the Caloosahatchee River along Interstate 75.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 4

C6A

3. MEETING DATE:

DATE 02-04-2003

4. AGENDA:

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 9K-7.009
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

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

7. BACKGROUND:

On December 29, 2000, Lee County acquired a 1,116-acre site on the Caloosahatchee River with Conservation 2020 funds. This +/-1116 acre parcel is located south of Bayshore Road along the northern bank of the Caloosahatchee River on both sides of the Seaboard Railroad and Interstate-75, in North Fort Myers, with approximately three miles of frontage on the Caloosahatchee River. The property generally lies between the Yacht Club Colony to the west and slightly east of Durrance Road.

In August 2001, Lee County staff submitted a grant application to the Florida Forever Program, Series FF1 funding cycle, that requested a fifty percent reimbursement of eligible acquisition costs. On November 29, 2001, the Florida Communities Trust (FCT) Governing Board selected this grant application for funding. The Lee County Board of County Commissioners approved the Conceptual Approval Agreement on February 12, 2002 which set forth the conditions of the award. FCT approved the Project Plan and Management Plan on November 6, 2002. The Board must execute three (3) original copies of the Grant Award Agreement which provide assurance to FCT that the conditions of the grant award will be fulfilled. The Board must also approve the Grant Award Calculation attachment (reconciliation statement), which details the eligible reimbursement costs and Addendum 1 to extend the Conceptual Approval Agreement, which has expired.

Grant award will be deposited in Account No. 22-8800-30103.334390.9012
22 - Capital Projects; 8800 - Conservation 2020 Program; 30103 - Conservation 2020; 334390.9012 - grant revenue

Attachments: 3 original copies of Grant Award Agreement and Calculation (reconciliation statement), one original copy of Addendum 1 to Conceptual Approval Agreement

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>[Signature]</i>	NIA	NIA	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 1/14/03
Time: 11:15
Forwarded To:

RECEIVED BY
COUNTY ADMIN.
1-14-03
3:10
COUNTY ADMIN.
FORWARDED TO: *[Signature]*
1/16/03

Lee County
 Caloosahatchee Creeks Preserve
 FCT Project #01-031-FF1
 FCT Contract # _____
 Date: _____

GRANT AWARD CALCULATION

TOTAL PROJECT COSTS

Land Purchase Price		\$6,274,000.00 (1)
Acquisition Expenses		
Appraisals	\$ 15,500.00	
Appraisal Review	1,548.00	
Survey	25,000.00 (2)	
Environmental Audit	34,696.34	
Total Acquisition Expenses		<u>76,744.34 (2)</u>
Total Project Costs		<u>\$6,350,744.34</u>

COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

FCT Award Computation		
Share of Purchase Price	\$3,137,000.00 (1)	
Share of Acquisition Expenses	<u>38,372.17</u>	
Total Share of Project Costs		\$3,175,372.17 (3)
LEE COUNTY		
Share of Purchase Price	\$3,137,000.00	
Share of Acquisition Expenses	<u>38,372.17</u>	
Total Share of Project Costs		<u>\$3,175,372.17</u>
Total Project Costs		<u>\$ 6,350,744.34</u>

COMPUTATION OF PREPAIDS, REIMBURSEMENTS AND ADDITIONAL COSTS

FLORIDA COMMUNITIES TRUST

FCT Prepaid Project Costs		
Appraisal Review	\$ 1,548.00	
Total Prepaid Costs	<u>\$ 1,548.00</u>	
FCT Amount Due		
Share of Total Project Costs	\$3,175,372.17	
Less Total Prepaid Costs	<u>1,548.00</u>	
Total Amount Due from FCT		<u>\$3,173,824.17</u>

LEE COUNTY

County Prepaid Project Costs		
Land Purchase Price	\$6,274,000.00 (1)	
Appraisals	15,500.00	
Survey	25,000.00	
Environmental Audit	34,696.34	
Total Prepaid Costs	<u>\$6,349,196.34</u>	

Lee County
Caloosahatchee Creeks Preserve
FCT Project #01-031-FF1
FCT Contract # _____
Date: _____

County Amount Due		
County Share of Total Project Costs	\$3,175,372.17	
Less County Prepaids	<u>6,349,196.34</u>	
Total Amount Due To County		\$3,173,824.17

County Additional Costs	
Record Grant Award Agreement	\$ <u>114.00</u> (4)
Total Additional Costs	\$ 114.00

Notes:

(1) Maximum Approved Purchase Price is \$6,274,000.00 pursuant to memorandum dated March 7, 2002, from Katherine Cobb to Janice Browning. Lee County acquired the property on December 29, 2000, at a purchase price of \$6,400,000.00. FCT reimbursement is based on the Maximum Approved Purchase Price as it is less than the purchase price.

(2) Pursuant to the terms of the option agreement, the seller paid the cost of title insurance and survey and was reimbursed by the County for the cost of the survey at closing.

(3) Pursuant to the terms of the Conceptual Approval Agreement, the amount of the grant shall be the lesser of \$3,243,132.50 or 50% of the total project costs.

(4) Disbursed to Clerk of the Court, Lee County, at time of reimbursement from FCT.

The foregoing calculation of grant award and total project costs is hereby approved by the undersigned.

LEE COUNTY

FLORIDA COMMUNITIES TRUST

By: _____
Its: _____

Janice Browning, Executive Director

Date: _____

Date: _____

FCT Contract Number _____
FLORIDA COMMUNITIES TRUST
FF1 Award Number 01-031-FF1
CALOOSAHATCHEE CREEKS PRESERVE

ADDENDUM I TO CONCEPTUAL APPROVAL AGREEMENT

THIS ADDENDUM I is entered into by and between the FLORIDA COMMUNITIES TRUST (FCT), a nonregulatory agency within the State of Florida Department of Community Affairs, and LEE COUNTY, a local government of the State of Florida (Recipient), this _____ day of _____, 2002.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

WHEREAS, the parties hereto entered into a Conceptual Approval Agreement which sets forth the conditions of conceptual approval that must be satisfied by Recipient prior to the receipt of the FCT Florida Forever award and the restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Florida Forever award;

WHEREAS, the initial term of the Conceptual Approval Agreement expires November 30, 2002;

WHEREAS, the FCT Recipient in accordance with GENERAL CONDITIONS paragraph 2 of the Conceptual Approval Agreement and in compliance with Rule 9K-7.009(5), F.A.C., has timely submitted to FCT a written request for extension of the November 30, 2002, deadline;

WHEREAS, GENERAL CONDITIONS paragraph 14 of the Conceptual Approval Agreement states that the agreement may be amended at any time prior to FCT giving final project plan approval to the FCT Recipient. Any agreement must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the parties hereto desire to extend the term of the Conceptual Approval Agreement as provided by Rule 9K-7.009(5), F.A.C.;

NOW THEREFORE, the FCT and FCT RECIPIENT mutually agree as follows:

1. Notwithstanding the language of Section I. GENERAL CONDITIONS, paragraph 3., the parties hereby agree to revive it nunc pro tunc as though it had not lapsed in accordance with paragraph 2.

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11/13/02
CAAAMD.1

2. In every respect, this amendment is to be construed and applied as though the parties had both signed it before November 30, 2002.
3. The Conceptual Approval Agreement by and between FCT and FCT Recipient is hereby extended a time sufficient for FCT to reimburse the FCT Recipient for project costs.

This Addendum I and the Conceptual Approval Agreement embody the entire agreement between the parties. All other terms and conditions not specifically referenced in this agreement remain the same and unchanged.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum II.

LEE COUNTY

FLORIDA COMMUNITIES TRUST

By: _____
 Print Name: _____
 Title: _____

By: _____
 Janice Browning
 Executive Director

Date: _____

Date: _____

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
 Print Name: _____

By: _____
 Ann J. Wild, Trust Counsel

RESOLUTION

Amending the Budget of Capital Improvements-Env Sens Land Mang-Fund 30105 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Env Sens Land Mang-Fund 30105 budget for \$317,382 of the unanticipated revenue from Conservation 2020 Sub-Fund Transfer and an appropriation of a like amount for construction costs and;

WHEREAS, the Capital Improvements-Env Sens Land Mang-Fund 30105 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$8,619,381
Additions		
GC5810130105.381900.930103	Sub-Fund Transfer 30103	317,382
Amended Total Estimated Revenues		\$8,936,763

APPROPRIATIONS		
Prior Total:		\$8,619,381
Additions		
20880130105.503490	Other Contracted Services	317,382
Amended Total Appropriations		\$8,936,763

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Env Sens Land Mang-Fund 30105 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

RESOLUTION

Amending the Budget of Capital Improvements-Conservation 2020-Fund 30103 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Conservation 2020-Fund 30103 budget for \$3,173,825 of the unanticipated revenue from Florida Communities Trust Act and an appropriation of a like amount for construction costs and;

WHEREAS, the Capital Improvements-Conservation 2020-Fund 30103 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES		
Prior Total:		\$25,854,364
Additions		
22880030103.334390.9012	DCA Grant	3,173,825
Amended Total Estimated Revenues		\$29,028,189

APPROPRIATIONS		
Prior Total:		\$25,854,364
Additions		
20880030103.506540	Improvements Construction	2,856,443
GC5810130103.509190.T30105	Sub-Fund Transfer – 30105	317,382
Amended Total Appropriations		\$29,028,189

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Conservation 2020-Fund 30103 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2003.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

This document prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
FF1 AWARD #01-031-FF1
FCT Contract# _____
Caloosahatchee Creeks Preserve

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this ___ day of _____, 2002, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and LEE COUNTY, a political subdivision of the State of Florida ("Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259.105, 259.1051, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 259.105(3)(c), F.S., of the Florida Forever Act provides for the distribution of twenty- two percent (22%) less certain reductions of the net Florida Forever Revenue Bond proceeds to the Department to provide land acquisition grants to local governments and nonprofit environmental organizations through the FCT for acquisition of community-based projects, urban open spaces, natural resource conservation areas, parks, greenways and outdoor recreation areas to implement local comprehensive plans;

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

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11/13/02

WHEREAS, Rule Chapter 9K-7, Florida Administrative Code (F.A.C.), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-7, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition using funds from the Florida Forever Trust Fund award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of Lee County, Florida, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Florida Forever Bonds is not jeopardized, FCT and Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

Recipient: Lee County
Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33902
ATTN: Dept. of Parks & Recreation
Land Stewardship Supervisor

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the Recipient or by some third party with the knowledge of the Recipient and the Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

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11/13/02

3. The interest, if any, acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient unless FCT approves the transaction.

4. If the existence of the Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE Recipient.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The Recipient shall prepare and submit to FCT an annual stewardship report as required by Rule 9K-7.013, F.A.C.

3. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

4. Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably with-held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and Recipient.

IV. OBLIGATIONS INCURRED BY Recipient AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the Recipient, to any of the below listed activities or interests, the Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

- a. any lease of any interest in the Project Site to a non-governmental person or organization;
- b. the operation of any concession on the Project Site to a non-governmental person or organization;
- c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;
- d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;
- e. a management contract of the Project Site with a non-governmental person or organization; and
- f. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

2. Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

- a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;
- b. the operation of a concession on the Project Site by a non-governmental person or organization;
- c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;
- d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;
- e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE Recipient AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE Recipient OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Two or more resource-based outdoor recreational facilities including a canoe/kayak launch and nature trails shall be provided. The facilities shall be designed and located with minimal impact to natural resources on the Project Site.

2. A permanent recognition sign shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site is open to the public and was purchased with funds from the Florida Communities Trust Program and Lee County.

3. Interpretive signage shall be provided to educate visitors about the natural environment of the Project Site.

4. A biological inventory of the natural communities found on the Project Site, including the dominant and listed plant and animal species, shall be conducted prior to any site development. The inventory shall be used to ensure the protection of biological resources and be updated periodically.

5. The natural communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

6. The Project Site shall be managed in a manner that protects and enhances habitat for native wildlife species that utilize or could potentially utilize the site, including wading birds. The development of the Management Plan shall be coordinated with the Fish and Wildlife Conservation Commission's Office of Environmental Services to ensure the preservation and viability of native

wildlife species and their habitat in a manner that furthers the Strategic Habitat Conservation Area designation. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

7. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burn regime implemented to maintain natural fire-dependent communities. If a prescribed burning regime is found to be necessary and feasible, the development of a prescribed burn plan shall be coordinated with the Division of Forestry.

8. The degraded upland and disturbed wetland communities shall be restored to a natural condition in terms of biological composition and ecological function.

9. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

10. A feral animal removal program shall be developed and implemented for the Project Site.

11. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area, including the South Florida Water Management District, Florida Department of Environmental Protection, and U.S. Fish and Wildlife Service.

12. Any activities related to facility development that result in disturbance of the soil shall be coordinated with the Department of State, Division of Historical Resources. This shall include submission of project plans for their review and recommendations.

13. The location and design of the parking and other site improvements shall have minimal impact on natural resources. The parking area shall incorporate pervious material wherever feasible. Stormwater management facilities on the Project Site shall be designed to provide recreational open space or wildlife habitat.

14. No motorized boating facilities shall be provided at the Project Site. The Management Plan shall include provisions to protect seagrass, manatees, and wading bird habitat adjacent to the Project Site.

15. Pedestrian and bicycle access to the Project Site shall be promoted through the provision of pedestrian oriented walkways and bicycle facilities that link the Project Site with adjacent residential neighborhoods. Bike parking stands shall be installed at the Project Site to provide an alternative to automobile transportation to the Project Site.

16. The Project Site shall be protected and managed as part of linked conservation lands and recreation opportunities within the designated Orange River Canoe Trail and Caloosahatchee River Greenway.

17. Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts.

18. The requirements imposed by other grant program funds that may be sought for activities associated with the Project Site shall not conflict with the terms and conditions of this agreement.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

LEE COUNTY

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

Approved as to Form and Legality:

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, as _____ of Lee County and who is personally known to me.

Notary Public

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Witness:

FLORIDA COMMUNITIES TRUST

Print Name: _____

By: _____
Janice Browning,
Executive Director

Print Name: _____

Date: _____

Approved as to Form and Legality:

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, as _____. She is personally known to me.

Notary Public
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

PARCEL #1: (survey parcel XIV) STRAP: 22-43-25-00-00017.0000

The West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East,

LESS: The East 6.00 feet thereof; and

LESS: that portion conveyed to the State of Florida known as State Road 78; and

LESS: parcel # 148.1R as described in OR Book 1145, Page 1706, Public Records of Lee County, Florida; and

LESS: Lot 1, Pelican Way, more particularly described as follows: Commence at the Northeast corner of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East; thence run South 00°28'02" West, a distance of 60.09 feet to the Southerly right-of-way of Bayshore Road; thence run North 89°17'23" West along the Southerly right-of-way, a distance of 250.00 feet; thence run South 00°28'02" West, a distance of 282.24 feet to the Point of Beginning; thence continue South 00°28'02" West, a distance of 65.02 feet to the point of curvature of a curve to the right, said curve having as its elements, a central angle of 89°57'08" and a radius of 25.00 feet; thence along the arc of said curve to the right a distance of 39.25 feet to a point of tangency; thence run North 89°34'50" West, a distance of 105.02 feet; thence run North 00°28'02" East, a distance of 90.00 feet; thence run South 89°34'50" East, a distance of 130.00 feet to the Point of Beginning, and

LESS: Lots 2, 3, 4, 5, 6, 7, 8, 9 and 10, Pelican Way, more particularly described as follows: Commence at the Northeast corner of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East; thence run South 00°28'02" West along the Easterly line of said Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) a distance of 60.09 feet to the Southerly right-of-way of State Road 78 (Bayshore Road); thence run North 89°17'23" West along said Southerly right-of-way, a distance of 250.00 feet thence run South 00°28'02" West, a distance of 422.22 feet to the Point of Beginning; thence continue South 00°28'02" West, a distance of 770.00 feet; thence run North 89°34'50" West a distance of 130.00 feet; thence run North 00°28'02" East, a distance of 770.00 feet; thence run South 89°34'50" East, a distance of 130.00 feet to the Point of Beginning, and

LESS: Lots 18, 19, 20, 21 and 22, Pelican Way, more particularly described as follows: Commence at the Northeast corner of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East, thence run South 00°28'02" West a distance of 60.09 feet thence run North 89°17'23" West, a distance of 6.00 feet to the Point of Beginning; thence continue North 89°17'23" West, a distance of 194.00 feet; thence run South 00°28'02" West a

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distance of 525.00 feet; thence run South $89^{\circ}17'23''$ East a distance of 194.00 feet; thence run North $00^{\circ}28'02''$ East, a distance of 525.00 feet to the Point of Beginning, and

LESS: Lots 1 and 2, Swan Way, more particularly described as follows: Commence at the Northwest corner of the West Half, (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East, thence run South $00^{\circ}20'53''$ West, a distance of 351.99 feet to the Point of Beginning; thence continue South $00^{\circ}20'53''$ West, a distance of 180.00 feet thence run South $89^{\circ}34'50''$ East, a distance of 112.33 feet, thence run North $00^{\circ}28'02''$ East, a distance of 180.00 feet; thence run North $89^{\circ}34'50''$ West, a distance of 112.71 feet to the Point of Beginning, and

LESS: Lot 8, Swan Way, EAST LAKE COLONY, unrecorded, more particularly described as follows: Commence at the Southwest corner of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East; thence run North $00^{\circ}20'53''$ East along the Westerly line of said West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), a distance of 265.00 feet to the Point of Beginning; thence continue North $00^{\circ}20'53''$ East, a distance of 90.00 feet; thence run South $89^{\circ}34'50''$ East, a distance of 111.40 feet; thence run South $00^{\circ}28'02''$ West, a distance of 90.00 feet; thence run North $89^{\circ}34'50''$ West, a distance of 111.21 feet to the Point of Beginning, and

LESS: Lot 10, Swan Way, EAST LAKE COLONY, unrecorded plat more particularly described as follows: Begin at the Southwest corner of the West half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East; thence run North $00^{\circ}20'53''$ East along the West line of said West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 22, a distance of 85.00 feet; to the Point of Beginning; thence continue North $00^{\circ}20'53''$ East a distance of 90.0 feet; thence run South $89^{\circ}34'50''$ East, a distance of 111.02 feet; thence run South $00^{\circ}28'02''$ West a distance of 90.00 feet thence run North $89^{\circ}34'50''$ West a distance of 110.84 feet to the Point of Beginning, and

LESS: Lot 11, Swan Way, EAST LAKE COLONY, unrecorded plat, more particularly described as follows: Begin at the Southwest corner of the West half (W 1/2) of the Southeast Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East; thence run North $00^{\circ}20'53''$ East along the West line of said West Half of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), a distance of 85.00 feet; thence run South $89^{\circ}34'50''$ East a distance of 110.84 feet; thence run South $00^{\circ}28'02''$ West, a distance of 85.00 feet; thence run North $89^{\circ}34'50''$ West, a distance of 110.66 feet to the Point of Beginning, and

LESS: Lot 16, Swan Way, EAST LAKE COLONY, unrecorded plat, more particularly described as follows: Commence at the Southeast corner of the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East; thence run North $89^{\circ}34'50''$ West along the Southerly

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line of said Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4), a distance of 380.00 feet to the Point of Beginning; thence run North 00°28'02" East for a distance of 340.00 feet to the Point of Beginning; thence continue North 00°28'02" East, a distance of 85.00 feet; thence run North 89°34'50" West, a distance of 120.00 feet; thence run South 00°28'02" West, a distance of 85.00 feet thence run South 89°34'50" East, a distance of 120.00 feet to the Point of Beginning.

LESS: Swan Way Extension: Commence at the Northeast corner, Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East; thence run North 89°30'05" West, along the Northerly line of said Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4), a distance of 460.00 feet; thence run South 00°35'10" West along the Westerly right-of-way of East Lake Drive, as recorded in Plat Book 16, page 36, Public Records of Lee County, Florida, a distance of 401.07 feet to the Point of Beginning and also the point of curvature of a curve to the right, said curve having as its elements a central angle of 89°50' and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.20 feet to the point of tangency; thence run North 89°34'50" West, a distance of 352.67 feet to a point of curvature of a curve to the right, said curve having as its elements a central angle of 90°02'52" and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.29 feet to the point of tangency; thence run South 00°28'02" West, a distance of 110.00 feet to the point of curvature of a curve concave to the Southeast, said curve having as its elements a central angle of 89°57'08" and a radius of 25.00 feet; thence run Northwardly and Eastwardly along the arc of said curve, a distance of 39.25 feet to the point of tangency; thence run South 89°34'50" East, a distance of 352.44 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 90°10' and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.34 feet to the point of tangency; thence run North 00°35'10" East, a distance of 110.00 feet to the Point of Beginning.

LESS: Swan Way right-of-way, EAST LAKE COLONY, unrecorded. Commence at the Northwest corner of the West Half (W 1/2), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East, thence run South 00°20'53" West along the West line of said West Half (W 1/2), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4), a distance of 57.63 feet to the Southerly right-of-way of State Road 78; thence run South 89°17'23" East along said right-of-way, a distance of 88.43 feet to the Point of Beginning and the point of curvature of a curve to the right, said curve having as its elements a central angle of 89°45'25" and a radius of 25.00 feet thence along the arc of said curve, a distance of 39.16 feet to the point of tangency; thence run South 00°28'02" West, a distance of 1443.91 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 89°57'06" and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.25 feet to the point of tangency and the Northerly right-of-way of a Westerly extension of Colony Boulevard, as recorded in Plat Book 16, page 36, Public Records of Lee County, Florida; thence run South 89°34'50" East, a distance of 100.00 feet to the point of curvature of a curve concave to the Northeast, said curve having as its elements, a central angle of 90°02'52" and a radius of 25.00 feet; thence run Westwardly and Northwardly along the arc of said

curve, a distance of 39.29 feet to the point of tangency; thence run North 00°28'02" East, a distance of 1105.00 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 89°57'08" and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.25 feet to the point of tangency; thence run South 89°34'50" East, a distance of 200.00 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 90°02'52" and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.29 feet to the point of tangency; thence run North 00°26'02" East, a distance of 100.00 feet to the point of curvature of a curve concave to the Northwest, said curve having as its elements a central angle of 89°57'08" and a radius of 25.00 feet; thence run Southwardly and Westwardly along the arc of said curve, a distance of 39.25 feet to the point of tangency; thence run North 89°34'50" West, a distance of 200.00 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 90°02'52" and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.29 feet to the point of tangency; thence North 00°28'02" East, a distance of 323.40 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 90°14'35" and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.36 feet to the point of tangency and the Southerly right-of-way of State Road 78; thence run North 89°17'23" West along the Southerly right-of-way, a distance of 100.00 feet to the Point of Beginning.

LESS: Pelican Way right-of-way, EAST LAKE COLONY, unrecorded: Commence at the Northeast corner of the West Half (W 1/2), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East; thence run South 00°28'02" West, along the Easterly line of said West Half (W 1/2), a distance of 60.09 feet to the Southerly right-of-way of Bayshore Road; thence run North 89°17'23" West along said Southerly right-of-way, a distance of 168.89 feet to the Point of Beginning and also the point of curvature of a curve to the left, said curve having as its elements a central angle of 90°14'35" and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.38 feet to the point of tangency; thence run South 00°28'02" West along a line 194.00 feet West of and parallel with the Easterly line of the West Half (W 1/2), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) of said Section 22, a distance of 1526.86 feet to the point of curvature of a curve to the left, said curve having as its elements a central angle of 90°02'52" and a radius of 25.00 feet; thence along the arc of said curve, a distance of 39.29 feet to the point of tangency and the Northerly right-of-way of a Westerly extension of Colony Boulevard, as recorded in Plat Book 16, Page 36, Public Records of Lee County, Florida; thence run North 89°34'50" West, a distance of 100.00 feet to the point of curvature of a curve concave to the Northwest; thence run Eastwardly and Northwardly along the arc of said curve, a distance of 39.25 feet to the point of tangency; thence run North 00°28'02" East, 50.00 feet West of and parallel with the Easterly described line, a distance of 1527.37 feet to the point of curvature of a curve to the left, said curve having as its elements a central angle of 89°45'25" and a radius of 25.00 feet; thence along the arc of said curve a distance of 39.16 feet to the point of tangency; thence run South 89°17'23" East, a distance of 100.00 feet to the Point of Beginning.

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PARCEL #2 (survey parcel XIII) STRAP: 22-43-25-02-0000A.0080

Lot 8, Block A, East Lake Colony, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court in Plat Book 16, Page 36, Public Records of Lee County, Florida.

PARCEL #3 (survey parcel XIII) STRAP: 22-43-25-02-0000A.0090

Lot 9, Block A, East Lake Colony, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court in Plat Book 16, Page 36, Public Records of Lee County, Florida.

PARCEL #4 (survey parcel I) STRAP: 23-43-25-00-00034.0000 and 23-43-25-00.00034.0020

The Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 23, Township 43 South, Range 25 East,

LESS: State Road Department Right-of-Way Parcel, more particularly described as follows: Begin at the Northwest corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 23; thence run Southwardly along the Westerly line of said Section 23, a distance of 72.32 feet to the Southerly right of way of State Road 78 (Bayshore Road); thence run Eastward along said Southerly right-of-way, a distance of 1,325.60 feet to the Easterly line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 23; thence run Northwardly along said Easterly line, a distance of 66.74 feet to the Northeasterly corner of the previously described Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4); thence run Westwardly along the Northerly line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), a distance of 1325.61 feet to the Point of Beginning.

LESS: Commence at the Southwest corner of Section 23, Township 43 South, Range 25 East; thence run North 00°58'40" East along the Westerly line of said Section 23, a distance of 210.65 feet to the Point of Beginning of land herein excepted; continue North 00°58'40" East, a distance of 211.02 feet; thence South 89°26'40" East a distance of 208.00 feet; thence South 00°58'40" West, a distance of 211.02 feet; thence North 89°26'40" West, a distance of 208.00 feet to the Point of Beginning, and

LESS: The Northerly 416.00 feet of the Westerly 233.00 feet of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 23, said 416.00 feet to start at the South right-of-way line of State Road 78 and not at the Northern Quarterly Section Mark,

LESS: Commence at the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 23, Township 43 South, Range 25 East;

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thence run South 00°46'25" West, along the East line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4), a distance of 66.73 feet to the Southerly right-of-way of Bayshore Road (SR 78) and the Point of Beginning; thence continue South 00°46'25" West, a distance of 1262.37 feet to the Southerly line of said Section 23; thence run North 89°27'55" West along said Southerly line, a distance of 159.29 feet; thence run North 00°58'25" East, a distance of 1262.79 feet to the Southerly right-of-way of Bayshore Road (SR 78); thence run North 89°33'30" East along said Southerly right-of-way, a distance of 154.67 feet to the Point of Beginning.

PARCEL #5 (survey parcel III) STRAP: 26-43-25-00-00001.0000

Government Lot Five (5), in Section 26, Township 43 South, Range 25 East, Lee County, Florida.

LESS: All that part of Government Lot 5, Section 26, Township 43 South, Range 25 East, lying Southerly of the following specifically described line: From the Northeast (NE) corner of Section 25, Township 43 South, Range 25 East, bear South 89°17'21" West, a distance of 2457.30 feet; Thence, South 36°11'55" West, a distance of 768.19 feet; Thence, South 28°50'34" West, a distance of 2728.94 feet to a point of curvature of a curve to the right, having a central angle of 38°13'02" and a radius of 1940.00 feet; Thence, Southwesterly along the arc of said curve, a distance of 1294.01 feet to the point of tangency; Thence, South 67°03'36" West, a distance of 4587.88 feet; Thence, South 84°03'06" West, a distance of 700 feet, more or less, to the point of beginning; Thence, continue South 84°03'06" West, a distance of 1000 feet to the end of the specifically described line. The bearings in the above description refer to the standard plane rectangular coordinate system for the west zone of Florida.

LESS: All that part of Government Lot 5, Section 26, Township 43 South, Range 25 East, lying Southerly of the following specifically described line: From the Northeast (NE) corner of Section 25, Township 43 South, Range 25 East, bear South 89°17'21" West, a distance of 2457.30 feet; Thence, South 36°11'55" West, a distance of 768.19 feet; Thence, South 28°50'34" West, a distance of 2728.94 feet to a point of curvature of a curve to the right, having a central angle of 38°13'02" and a radius of 1940.00 feet; Thence, Southwesterly along the arc of said curve, a distance of 1294.01 feet to the point of tangency; Thence, South 67°03'36" West, a distance of 4565.87 feet to a point of curvature of a curve to the right, having a central angle of 16°59'30" and a radius of 1980.00 feet; Thence, Southwesterly along the arc of said curve, a distance of 587.19 feet to the point of tangency; Thence, South 84°03'06" West, a distance of 179.29 feet; Thence, North 5°56'54" West, a distance of 40.00 feet to the point of beginning; Thence, South 84°03'06" West, a distance of 980.00 feet to the end of the specifically described line. The bearings in the above description refer to the standard plane rectangular coordinate system for the west zone of Florida.

PARCEL #6 (survey parcel II) STRAP: 26-43-25-01-00005.0000

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Lots 5, 6, 7, and 8, McSpaddens Acres, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 6, Page 26, Public Records of Lee County, Florida.

PARCEL #7 (survey parcel VIII) STRAP: 27-43-25-02-0000B.0080

Lots 8 and 9, Block B, East Lake Colony, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 16, Page 36, Public Records of Lee County, Florida.

Parcels #8, 9, 10 and 11: STRAPS 27-43-25-00-00001.0000; 27-43-25-00-00001.0010; 27-43-25-00-00001.0020; 27-43-25-00-00001.0110

PARCEL #8 (survey parcel IV)

Government Lots 1 and 2, in Section 27, Township 43 South, Range 25 East LESS and EXCEPT the parcel of land lying in Section 27, Township 43 South, Range 25 East Lee County, Florida, bounded as follows: On the Northeast by the Westerly right-of-way of I-75 (State Road 93); on the South and West by the Caloosahatchee River; on the Northwest by a tributary of Stroud Creek; and

LESS and EXCEPT The parcel of land lying in Section 27, Township 43 South, Range 25 East, Lee County, Florida, bounded as follows: On the North by Stroud Creek; on the East by Stroud Canal; on the West by the Easterly right-of-way of I-75 (State Road 93); on the Northwest by a tributary of Stroud Creek.

PARCEL #9 (survey parcel V)

The Northeast Quarter (NE 1/4) of Section 27, Township 43 South, Range 25 East, and including Lot 9 in that certain subdivision known as MCSPADDENS ACRES, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 6, Page 26; and

LESS: The West 610.00 feet of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4); and

LESS: The North 760.00 feet of the West 810.00 feet, less the West 610.00 feet of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4); and

LESS: The following described parcel: Commence at the Northwest corner of the Northeast Quarter (NE 1/4) of Section 27, Township 43 South, Range 25 East; thence run South 89°34'20" East along the Northerly line of said Northeast Quarter (NE 1/4), a distance of 810.00 feet to the Point of Beginning; thence continue South 89°34'20" East, a distance of 400.00 feet; thence run South 00°32'25" West, a distance of 300.00 feet; thence run North 89°34'20" West, a distance of 400.00 feet; thence run North 00°32'25"

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East, a distance of 300.00 feet to the Point of Beginning.

LESS and EXCEPT the parcel of land lying in Section 27, Township 43 South, Range 25 East, Lee County, Florida, bounded as follows: On the North by Stroud Creek; on the East by Stroud Canal; on the West by the Easterly right-of-way of I-75 (State Road 93); on the Northwest by a tributary of Stroud Creek.

PARCEL #10 (survey parcel VI)

Government Lot 3, in Section 27, Township 43 South, Range 25 East LESS and EXCEPT the parcel of land lying in Section 27, Township 43 South, Range 25 East Lee County, Florida, bounded as follows: On the Northeast by the Westerly right-of-way of I-75 (State Road 93); on the South and West by the Caloosahatchee River; on the Northwest by a tributary of Stroud Creek; and

LESS and EXCEPT the parcel of land lying in Section 27, Township 43 South, Range 25 East, Lee County, Florida, bounded as follows: On the North by Stroud Creek; on the East by Stroud Canal; on the West by the Easterly right-of-way of I-75 (State Road 93); on the Northwest by a tributary of Stroud Creek.

PARCEL #11 (survey parcel VII)

The Northwest Quarter (NW 1/4) of Section 27, Township 43 South, Range, 25 East.

LESS: The East 194.00 feet of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); and

LESS: Lot 58, Colony Boulevard, more particularly described as follows: Commence at the Southwest corner of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 22, Township 43 South, Range 25 East; thence North 89°34'50" West along the South line of the Southwest Quarter (SW 1/4) of said Section 22, a distance of 6.00 feet; thence South 00°28'02" West, a distance of 360.00 feet; thence North 89°34'50" West, parallel to the South line of said Southwest Quarter (SW 1/4), a distance of 100.00 feet to the Point of Beginning; thence continue North 89°34'50" West a distance of 100.00 feet; thence South 00°28'02" West, a distance of 198.00 feet to the center of a waterway; thence South 89°34'50" East along the center of said waterway, a distance of 100.00 feet; thence North 00°28'02" East a distance of 198.00 feet to the Point of Beginning; and

LESS: Lot 4, Colony Boulevard, more particularly described as follows: Commence at the Northeast corner of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 27, Township 43 South, Range 25 East; thence run South 00°28'02" West, a distance of 30.00 feet; thence run North 89°34'50" West, a distance of 103.00 feet to the Point of Beginning; thence continue North 89°34'50" West, a distance of 97.00 feet; thence run South 00°28'02" West, a distance of 270.00 feet; thence run South 89°34'50" East, a distance of 97.00 feet; thence run North 00°28'02"

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East, a distance of 270.00 feet to the Point of Beginning; and

LESS: Lot Five (5), Heron Way, also described as Lot Sixty-three (63) East Lake Colony Section 1 - Unit 4, more particularly described as follows: Commence at the Southwest corner of the East half (E ½) of the Southeast quarter (SE ¼) of the Southwest quarter (SW ¼) of Section 22, Township 43 South, Range 25 East; thence run North 89° 34' 50" West along the South line of the Southwest quarter (SW ¼) of said Section 22, a distance of 6 feet; thence run South 0° 28' 02" West a distance of 360 feet; thence run North 89° 34' 50" West parallel to the South line of said Southwest quarter (SW ¼), a distance of 200 feet; thence South 0° 28' 02" West, a distance of 423 feet; thence run South 89° 34' 50" East, a distance of 430 feet to the arc of a curve concave to the Southwest, having a radius of 50 feet; thence run Northeasterly along the arc of said curve, a distance of 27 feet to the Point of Beginning; thence continue along the arc of said curve a distance of 80 feet; thence run North 40° 25' East, a distance of 210 feet, more or less, to the thread of an existing waterway; thence run Northerly and Westerly, a distance of 190 feet, more or less, to a point which bears North 0° 28' 02" East from the Point of Beginning; thence run South 0° 28' 02" West, a distance of 175 feet to the Point of Beginning; and

LESS: A tract or parcel of land lying in the Northwest Quarter (NW ¼) of Section 27, Township 43 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows: From the Southwest corner of the East Half (E ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 22, Township 43 South, Range 25 East run North 89°34'50" West along the South line of said Southwest Quarter (SW ¼) for a distance of 6.00 feet; thence run South 00°28'02" West for a distance of 360.00 feet; thence run North 89°34'50" West, parallel with said South line for a distance of 200.00 feet; thence run South 00°28'02" West, a distance of 423.00 feet; thence run South 89°34'50" East, parallel with the South line for a distance of 430.00 feet to a point on a non-tangent curve; thence run Northeasterly along the arc of a curve to the right of radius 50.00 feet; (chord bearing North 42°27'17" East) (chord 26.67 feet) (delta 30°56'23") for 27.00 feet to the Southwest corner of Lot 63, Unit 4, East Lake Colony (Unrecorded) as described in deed recorded in Official Record Book 1279, Page 1481, Public Records of Lee County, Florida; thence run Southeasterly along the arc of said curve to the right of radius 50.00 feet (chord bearing South 76°14'20" East) (chord 71.74 feet) (delta 91°40'24") for a distance of 80.00 feet to the Easterly line of said unrecorded Lot 63 and the Point of Beginning.

From said Point of Beginning, run North 40°25'05" East along said Easterly line for 210.00 feet, more or less, to the thread of a stream; thence run South 81°03'16" East along said thread for a distance of 10.50 feet; thence run South 40°41'06" West for a distance of 90.73 feet to a steel pin; thence continue South 40°41'06" West for a distance of 137.11 feet to a steel pin; thence run North 66°19'54" West for a distance of 71.65 feet to a steel pin (passing through a point labeled "A" at 38.19 feet); thence run North 00°34'27" East for a distance of 4.05 feet to a point on a non-tangent curve; thence run Southeasterly along the arc of a curve to the right of radius 50.00 feet (chord bearing South 74°50'55" East) (chord 70.02 feet) (delta 88°53'34") for a distance of 77.57 feet to the Point of Beginning.

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LESS: The Subdivision of East Lake Colony, recorded in Plat Book 16, Page 36, Public Records of Lee County, Florida; and

LESS: Right of Way of I-75; and

LESS and EXCEPT the parcel of land lying in Section 27, Township 43 South, Range 25 East Lee County, Florida, bounded as follows: On the Northeast by the Westerly right-of-way of I-75 (State Road 93); on the South and West by the Caloosahatchee River; on the Northwest by a tributary of Stroud Creek; and

LESS and EXCEPT the parcel of land lying in Section 27, Township 43 South, Range 25 East, Lee County, Florida, bounded as follows: On the North by Stroud Creek; on the East by Stroud Canal; on the West by the Easterly right-of-way of I-75 (State Road 93); on the Northwest by a tributary of Stroud Creek.

PARCEL #12 STRAP: 28-43-25-00-00004.0010

Part of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 43 South, Range 25 East, Lee County, Florida, described as follows:

Commencing at a two inch (2") iron pipe found marking the One Quarter (1/4) corner between Sections 21 and 28, Township 43 South, Range 25 East; thence South 89°18'24" East 457.87 feet along the common line between Sections 21 and 28 to the Point of Beginning of the parcel described herein.

From said Point of Beginning, thence South 89°18'24" East , 380.58 feet along the common line between Sections 21 and 28; thence South 37°16'59" East, 834.72 feet to a concrete monument found marking the Southeast corner of said North Half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4); thence North 89°25'45" W, 379.95 feet along the South line of said North Half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4); thence North 37°16'59" West, 835.75 feet to the Point of Beginning.

PARCEL #13 (survey parcel IX) STRAP: 28-43-25-00-00007.0000

All of Section 28, Township 43 South, Range 25 East, Lee County, Florida, LESS the North Half (N 1/2) of the North Half (N 1/2) of the North Half (N 1/2); the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4); the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) ; and all the lines of railroad, terminals, rights-of-way, bridges, yards, real estate and other property owned by Seaboard Coast Line Railroad Company, a Virginia corporation, as recited in the Deed dated November 15, 1982, recorded November 30, 1982 in Official Records Book 1651, Page 3490, and to Atlantic Coastline Railroad Company, dated April 21, 1903, as recited in Deed Book 17, Page 302, Public Records of Lee County, Florida.

PARCEL #14

(survey parcel XVII) STRAP: 29-43-25-00-00007.0130

That certain parcel of land commencing at the Northwest corner of the East half (E 1/2), Southeast Quarter (SE 1/4) of Section 29, Township 43 South, Range 25 East; thence run South 0°6'54" East along the Westerly line of said East Half (E 1/2), a distance of 176 feet to the Point of Beginning, thence continue South 0°6'54" East, a distance of 60 feet; thence run North 89°43' East, and parallel with the Northerly line of the previously mentioned Southeast Quarter (SE 1/4), a distance of 705.94 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 97°45' and a radius of 25 feet; thence along the arc of said curve, a distance of 42.65 feet to a point of tangency; thence run South 7°28' West, 124.19 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 21° and a radius of 255 feet; thence along the arc of said curve, a distance of 93.46 feet to the point of tangency; thence South 28°28' West, 301.39 feet to the point of curvature of a curve to the right, said curve having as its elements, a central angle of 38° and a radius of 215 feet; thence along the arc of said curve, a distance of 142.59 feet to a point of reverse curve, said curve having as its elements a central angle of 43° and a radius of 170 feet; thence along the arc of said curve a distance of 172.61 feet; thence run South 23°28' West a distance of 113.20 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 41°, and a radius of 95 feet; thence along the arc of said curve, a distance of 67.98 feet to a point of reverse curve, said curve having as its elements, a central angle of 57° and a radius of 100 feet; thence along the arc of said curve a distance of 159.17 feet to a point of tangency; thence run South 7°28' West, 287.82 feet to the point of curvature of a curve to the right, said curve having as its elements a central angle of 38°12'47" and a radius of 80 feet, thence along the arc of said curve, 53.35 feet to a point of reverse curve, said curve having as its elements a central angle of 256°25'34" and a radius of 60 feet; thence along the arc of said curve, 268.53 feet to a point of reverse curve, said curve having as its elements, a central angle of 38°12'47", and a radius of 80 feet; thence along the arc of said curve, a distance of 53.35 feet to the point of tangency; thence run North 7°28' East, a distance of 287.82 feet to the point of curvature of a curve to the right, said curve having as its elements, a central angle of 57° and a radius of 100 feet; thence along the arc of said curve a distance of 99.48 feet to a point of reverse curve, said curve having as its elements, a central angle of 41°, and a radius of 155 feet; thence along the arc of said curve, 110.92 feet; thence run North 23°28' East, 113.20 feet to a point of curvature of a curve to the right, said curve having as its elements, a central angle of 43°, and a radius of 170 feet; thence along the arc of said curve a distance of 127.58 feet to a point of reverse curve, said curve having as its elements a central angle of 38°, and a radius of 275 feet; thence along the arc of said curve, 182.39 feet to the point of tangency; thence North 28°28' East, 301.39 feet to the point of curvature of a curve to the left, said curve having as its elements a central angle of 21° and a radius of 315 feet; thence along the arc of said curve, 115.45 feet to the point of tangency; thence North 7°28' East, 221.54 feet; thence run South 89°43' West, a distance of 803.12 feet to the Point of Beginning.

PARCEL #15

(survey parcel XVIII)

STRAP: 29-43-25-00-00007.0150

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A parcel of land lying in the West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 29, Township 43 South, Range 25 East, described as follows:

Commence at the Southeast corner of Lot 4, SECOND ADDITION TO SECTION ONE YACHT CLUB COLONY, according to plat thereof in Plat Book 16, Page 35, Public Records of Lee County, Florida; thence run South 89°36'35" East and parallel with the Southerly line of said Section 29 to the Easterly bank of Daughtrey's Creek and Point of Beginning of land herein described; continue South 89°36'35" East for 80 feet more or less, to the Easterly line of said West Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section 29; thence North 00°06'54" West along said Easterly line for 320 feet, more or less, to a point on a line 320 feet North of the South line of this parcel as measured on a perpendicular; thence North 89°36'35" West for 80 feet, more or less, to the Easterly bank of Daughtrey's Creek; thence Southwardly along said Easterly bank for 320 feet, more or less to the Point of Beginning.

PARCEL #16 (survey parcel X) STRAP: 29-43-25-00-00007.0000

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 29, Township 43 South, Range 25 East;

LESS: Lots One (1), Two (2) and Three (3) Bridge Road Extension, more particularly described as follows: Commence at the Northwest corner of the Southeast Quarter (SE 1/4) of Section 29, Township 43 South, Range 25 East; thence run North 89°43' East along the Northerly line of said Southeast Quarter (SE 1/4), a distance of 1396.80 feet; thence run South 0°17' East a distance of 56 feet to the Point of Beginning; thence South 0°17' East a distance of 120 feet; thence run North 89°43' East a distance of 270 feet; thence run North 0°17' West a distance of 120 feet; thence run South 89°43' West a distance of 270 feet to the Point of Beginning and,

LESS: Lots Eleven (11), Twelve (12) and Thirteen (13) Sabal Way, YACHT CLUB COLONY (Unrecorded Plat), more particularly described as follows: Commence at the Northeast corner of the Southeast Quarter (SE 1/4) of Section 29, Township 43 South, Range 25 East; thence run South 0°14'46" East along the East line of said Southeast Quarter (SE 1/4) a distance of 206 feet; thence run South 89°43' West, a distance of 543 feet; thence run South 7°48' West a distance of 240 feet; thence run South 28°28' West, a distance of 438.58 feet; thence run South 66°28' West, a distance of 163.14 feet; thence run South 23°38' West a distance of 238.51 feet; thence run South 64°28' West, a distance of 117.31 feet; thence run South 7°28' West, a distance of 70.58 feet; thence run North 82°32' West, a distance of 30 feet to the Point of Beginning; thence run South 7°28' West, a distance of 274.42 feet; thence run North 82°32' West, a distance of 170 feet, more or less, to the bank of Daughtrey's Creek; thence meander Northwardly along said bank to a line 299.89 feet Northerly of and parallel with the Southerly described line; thence run South 82°32' East, a distance of 180 feet, more or less, to a point on a curve concave to the East, said curve having as its elements, a central angle of 9°9'37" and a radius of 160 feet; thence Southerly along the arc of said curve, a distance of 25.58 feet to the Point of Beginning; and

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LESS: Lot Twenty-Six (26) Sabal Way, YACHT CLUB COLONY (Unrecorded Plat), more particularly described as follows: Commence at the Northeast corner of the Southeast Quarter (SE 1/4) of Section 29, Township 43 South, Range 25 East thence run South $0^{\circ}14'16''$ East along the East line of said Southeast Quarter (SE 1/4), a distance of 206 feet; thence run $89^{\circ}43'$ West, a distance of 240 feet; thence run South $28^{\circ}28'$ West, a distance of 438.58 feet; thence run South $61^{\circ}32'$ East, a distance of 30 feet to the point of curvature of a curve concave to the Northwest, said curve having as its elements, a central angle of 38° and a radius of 275 feet; thence run Southwestwardly along the arc of said curve, a distance of 9.09 feet to the Point of Beginning; thence continue along the arc of said curve, a distance of 104.79 feet; thence run South $65^{\circ}32'$ East, a distance of 160 feet, more or less, to the bank of a waterway; thence meander Northeasterly along said bank, a distance of 105 feet, more or less, to a line 100 feet Northeasterly of and parallel with the Southerly described line; thence run North $65^{\circ}32'$ West, a distance of 155 feet, more or less, to the Point of Beginning.

PARCEL #17 (survey parcel XI) STRAP: 32-43-25-00-00007.0000

Government Lot One (1) in Section 32, Township 43 South, Range 25 East. LESS: That part of the recreational area lying in Government Lot 1, more particularly described as follows: Commence at the intersection of the West line of Government Lot 1, Section 32, Township 43 South, Range 25 East, and the waters of the Caloosahatchee River; thence Southeasterly and Easterly along the waters of the Caloosahatchee River to the waters of Daughtrey's Creek; thence Northerly along the shore line of Daughtrey's Creek, continuing to meander along said Creek Northerly, Westerly and Southwesterly to where the waters of said Creek intersect with the West line of Said Government Lot 1; thence South along the West line of said Government Lot 1 to the Point of Beginning.

PARCEL #18 (survey parcel XII) STRAP: 33-43-25-00-00009.0000

Government Lot One (1) in Section 33, Township 43 South, Range 25 East, Lee County, Florida.

DESCRIPTION

INGRESS/EGRESS EASEMENT SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 21, Township 43 South, Range 25 East being a portion of the lands as described in Deed recorded in Official Record Book 2013 at page 4491 of the Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of the Southeast Quarter (SE-1/4) of said Section 21 run S 89° 39' 10" E along the south line of said fraction for 753.46 feet to the Point of Beginning.

From said Point of Beginning run northwesterly along the arc of a curve departing said fraction line to the left of radius 460.00 feet (chord bearing N 17° 49' 36" W) (chord 263.60 feet) (delta 33° 18' 01") for 267.35 feet to a point of reverse curvature; thence run northwesterly along the arc of said curve to the right of radius 137.34 feet (chord bearing N 28° 02' 50" W) (chord 30.74 feet) (delta 12° 50' 57") for 30.80 feet to a point of compound curvature; thence run northwesterly along the arc of said curve to the right of radius 625.00 feet (chord bearing N 10° 51' 23" W) (chord 233.15 feet) (delta 21° 30' 00") for 234.53 feet to a point of tangency; thence run N 00° 06' 24" W for 150.00 feet to a point of curvature; thence run northeasterly along the arc of said curve to the right of radius 475.00 feet (chord bearing N 11° 19' 26" E) (chord 188.26 feet) (delta 22° 51' 41") for 189.52 feet to a point of reverse curvature; thence run northwesterly along the arc of said curve to the left of radius 234.79 feet (chord bearing N 01° 26' 37" W) (chord 192.47 feet) (delta 48° 23' 42") for 198.32 feet to a point of tangency; thence run N 25° 38' 29" W for 142.92 feet to a point of curvature; thence run northwesterly along the arc of said curve to the left of radius 40.00 feet (chord bearing N 57° 43' 00" W) (chord 42.49 feet) (delta 64° 09' 20") for 44.79 feet to a non-tangent end of said curve at an iron rod and D.O.T. cap found, on the existing south right-of-way line of Bayshore Road (State Road No. 78); thence run S 89° 43' 10" E along said southerly right-of-way line for 187.38 feet to the northeasterlymost corner of the lands as described in Deed recorded in Official Record Book 2013 at page 4491 of said public records; thence run the following courses and distances along the east line of the lands as described in said deed: S 00° 10' 26" W departing said southerly right-of-way for 105.47 feet; S 25° 38' 28" E for 2.07 feet to a point on a non-tangent curve; thence run southeasterly along the arc of said curve to the right of radius 334.79 feet (chord bearing S 01° 26' 37" E) (chord 274.45 feet) (delta 48° 23' 41") for 282.79 feet to a point of reverse curvature; southwesterly along the arc of said curve to the left of radius 375.00 feet (chord bearing S 11° 19' 25" W) (chord 148.63 feet) (delta 22° 51' 37") for 149.62 feet to a point of tangency; S 00° 06' 24" E for 150.00

feet to a point of curvature; southeasterly along the arc of said curve to the left of radius 525.00 feet (chord bearing S 10° 51' 24" E) (chord 195.85 feet) (delta 21° 30' 00") for 197.00 feet to a point of tangency; S 21° 36' 24" E for 133.00 feet to a point of curvature; southeasterly along the arc of said curve to the right of radius 545.00 feet (chord bearing S 11° 16' 22" E) (chord 195.53 feet) (delta 20° 40' 04") for 196.59 feet to an intersection with the south line of the Southeast Quarter (SE-1/4) of said Section 21; thence run N 89° 39' 10" W along said fraction line for 85.02 feet to the Point of Beginning.

Parcel contains 2.81 acres, more or less.

SUBJECT TO easements, restrictions and reservations of record.

Bearings hereinabove mentioned are based on the south line of the Southeast Quarter (SE-1/4) of Section 21, Township 43 South, Range 25 East to bear S 89° 39' 10" E.