

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20031448

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the Florida Communities Trust Grant Award Agreement and Grant Award Calculation for a grant award in the amount of \$3,190,012 for the Conservation 20/20 San Carlos Bay-Bunche Beach Preserve.

WHY ACTION IS NECESSARY: Approval of the Grant Award Agreement and Grant Award Calculation are required to receive the reimbursement grant.

WHAT ACTION ACCOMPLISHES: Reimburses Conservation 20/20 program funds for fifty percent of eligible acquisition costs of the San Carlos Bay-Bunche Beach Preserve.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 1

CLH

3. MEETING DATE:
12-16-2003

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 LR
- BY: Karen L. W. Forsyth, Director *KW*

7. BACKGROUND:

On August 31, 2001, Lee County acquired 705 acres on San Carlos Bay at Bunche Beach with Conservation 2020 funds.

In July 2002, Lee County staff submitted a grant application to the Florida Forever Program, Series FF2 funding cycle, that requested a fifty percent reimbursement of eligible acquisition costs. On November 15, 2002, the Florida Communities Trust (FCT) Governing Board selected this grant application for funding. The Lee County Board of County Commissioners approved the Grant Contract Agreement on January 14, 2003 which set forth the conditions of the grant award. FCT approved the Grant Contract on February 4, 2003 and the Management Plan on October 10, 2003. 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, which details the eligible reimbursement costs.

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 each of Grant Award Agreement and Grant Award Calculation

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>K. Forsyth</i>			<i>BP 12/10/03</i>	<i>John Pridmore 12-4-03</i>	OA <i>12-4-03</i>	OM <i>12/16/03</i>	RISK <i>12/16/03</i>	GC <i>12-4-03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN:
12/4/03
11/15 am 507
COUNTY ADMIN
FORWARDED TO: *[Signature]*
12/4 50

Rec. by CoAtty
Date: *12-3-03*
Time: *4:35*
Forwarded To:
Co Adm.
12/4/03 HAM

This document prepared by:
Leslie Anderson-Adams
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES
TRUST
FF1 AWARD #02-072-FF2
FCT Contract# _____

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2003, 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 Sections 259.105, 259.1051, and Chapter 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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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.

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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, a political subdivision of the State of Florida
3410 Palm Beach Boulevard
Ft. Myers, FL 33916
ATTN: Land Stewardship Manager

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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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.

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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.

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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 marked waterway 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 the Lee County.
3. Interpretive signage shall be provided to educate visitors about the natural environment and unique history of the Project Site.
4. At least 24 environmental education classes or programs shall be conducted annually at the Project Site by trained educators or resource professionals.
5. 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.
6. The natural communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.
7. 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 listed 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. Periodic surveys shall be conducted to ensure that site management is compatible with the listed species using the Project Site.

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8. The water quality of San Carlos Bay adjacent to the Project Site shall be protected and enhanced. The County shall implement a plan to improve water quality in the area including preserving the natural habitats on site and preventing incompatible uses such as vehicular access and dumping.

9. Any proposed storm water facility for the Project Site shall be designed to provide recreational open space or wildlife habitat.

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

11. 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.

12. A feral animal removal program shall be developed and implemented, as necessary, for dogs, cats, ducks, hogs, and other non-native wildlife that may be found on the Project Site.

13. Management of the Project Site shall be coordinated with the land managers of other conservation and preservation lands in the project area, including the National Wildlife Refuge.

14. Prior to the commencement of any proposed development activities, measures shall be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources, in order to prevent the disturbance of significant sites.

15. The location and design of the parking and other site improvements shall have minimal impact on natural resources.

16. The parking area shall incorporate pervious material wherever feasible.

17. The Project Site shall be managed as an addition to the Bunche Beach Park.

18. The Project Site shall be developed and managed as a support parcel of the Great Calusa Blueway paddling trail system and include trailhead facilities.

19. 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.

20. 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 embodies the entire agreement between the parties.

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

LEE COUNTY

FLORIDA COMMUNITIES TRUST

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Janice Browning
Executive Director
Date: _____

Approved as to Form and Legality:
By: _____
Print Name: _____

Approved as to Form and Legality:
By: _____
Leslie Anderson-Adams, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEE

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

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

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Janice Browning as Executive Director of Florida Communities Trust. She is personally known to me.

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

EXHIBIT A-1

(Legal Description)

Parcels 1-A & 1-C

That part of the South 1/4 of the Southeast 1/4 lying North of Rock Creek, all lying and being in Section 11, Township 46 South, Range 23 East.

LESS AND EXCEPT right of way for Bunche Beach Road.

Parcel 1-B

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), and the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), and that parcel of land beginning at the southwest corner of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of said Section 11; thence south along the west line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) and the west line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) for 2640 feet, more or less, to the southwest corner of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); thence west along the south line Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) for 330 feet, more or less, to a point 333 feet east of the southwest corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4); thence northeasterly to the point of beginning.

AND

The South Half (S 1/2) of the Northeast Quarter (NE 1/4) and the North Three Quarters (N-3/4) of the Southeast Quarter (SE 1/4), all lying and being in Section 11, Township 46 South, Range 23 East.

LESS AND EXCEPT right of way for Bunche Beach Road.

Parcel 1-D

The Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) lying south of Rock Creek, Section 11, Township 46 South, Range 23 East, Lee County, Florida.

Parcel 1-E

The East Half (E 1/2) of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) lying south of Rock Creek, Section 11, Township 46 South, Range 23 East, Lee County, Florida.

Parcel 1-F

The North 1/2 of the Southeast 1/4 of Section 12, Township 46 South, Range 23 East, Lee County, Florida, less and except the following land: Commence at the Northeast corner of the Southeast 1/4 of said section 12; thence S 00°42'31" E along the east line of said Southeast 1/4 for 88.00 feet to the Point of Beginning; thence continue S 00°42'31" E along said line for 733.00 feet; thence S 89°17'29" W leaving said east line for 12.00 feet; thence N 00°14'22" W for 733.02 feet; thence N 89°17'29" E for 6.00 feet to the Point of Beginning.

Parcel 1-G

A tract or parcel of land lying in Section 11, Township 46 South, Range 23 East, described as follows: That part of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) lying South of SR 869 right of way.

Parcel 1-H

The North 1/2 of the Southwest 1/4 and the East 1/2 of the Southeast 1/4 of the Northwest 1/4 and the North 1/2 of the South 1/2 of the Southwest 1/4 less railroad right of way, all lying and being in Section 12, Township 46 South, Range 23 East, Lee County, Florida.

LESS AND EXCEPT right of way for Bunche Beach Road.

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EXHIBIT A-2

(Legal Description)

The lands described as parcels 1-I, 1-K, 1-L, 1-M, 1-O and 1-P below, together with any and all lands between such parcels and the waters of San Carlos Bay:

Parcel 1-I

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 46 South, Range 23 East.

AND Government Lot 2 in Section 13, Township 46 South, Range 23 East, lying northwesterly of the following described line: Commence at the northeast corner of said Section 13; thence S87°34'40"W along the north line of said Section 13 as shown on Plat of Siesta Isles, Unit No. 4, a subdivision as recorded in Plat Book 29, Page 108 of the Lee County, Florida Public Records for 1744.21 feet to the Point of Beginning; thence S02°25'20"E for 205.00 feet; thence S87°34'40"W for 61.47 feet; thence S00°59'30"E for 1525.99 feet to the point of curvature of a tangent curve to the right having a radius of 352.68 feet; thence southwesterly along the arc of said curve for 255.50 feet to the point of tangency; thence S40°31'00"W for 300.58 feet; thence S28°07'12"W for 611.13 feet; thence S51°47'20"W for 600 feet, more or less, to the waters of San Carlos Bay.

Parcel 1-K

Government Lot 1 in Section 13, Township 46 South, Range 23 East, LESS AND EXCEPT right of way for Bunche Beach Road; LESS AND EXCEPT the following: From the northwest corner of said Section 13, run S00°53'30"E along the west line of said section and the centerline of county road known as John Morris Road (Warren Road) (Bunche Beach Road) for 995 feet to the Point of Beginning of the lands excepted. From said point of beginning run S58°57'30"E for 300 feet; thence S00°53'30"E parallel with the west line of said Section 13 for 200 feet, more or less, to the waters of San Carlos Bay; thence northwesterly along said waters to a point on the west line of said Section 13; thence N00°53'30"W along said section line for 200 feet, more or less, to the point of beginning.

Parcel 1-L

That part of the West Half (W 1/2) of the Northeast Quarter (NE 1/4), lying South and East of Rock Creek, of Section 14, Township 46 South, Range 23 East.

Parcel 1-M

The West Half (W 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 46 South, Range 23 East.

Parcel 1-O

The East Half (E 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), and the West Half (W 1/2) of the East Half (E 1/2) of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 14, Township 46 South, Range 23 East.

Parcel 1-P

Beginning at the Northeast corner of Section 14, Township 46 South, Range 23 East; thence westerly along the North line of said Section 14 three hundred thirty feet; thence Southerly on a line parallel with the Easterly line of said Section to the North shore of San Carlos Bay; thence Southeasterly along the shore of San Carlos Bay to the Easterly line of said Section; thence Northerly to the point of beginning; LESS AND EXCEPT the right of way for the county road along the Easterly line of said Section 14.

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Parcel 1-N

EXHIBIT A-3

A public road and utility easement on, over, under and across the easterly twenty-five (25) feet (abutting San Carlos Boulevard) of the following described land:

Beginning at the southwest corner of said Section 7; thence N00°42'31" W along the west line of said Section 7 for 300.00 feet; thence N89°02'26"E leaving said west line, and parallel to and 300 feet north of the south line of said Section 7 for 213.52 feet to a non-tangent point of curvature on the west right of way line of San Carlos Boulevard (CR 865) (115' wide); thence southwesterly along said west line and along a curve concave to the southeast having a radius of 1210.92 feet, interior angle of 16°38'56", arc length of 351.87 feet, chord bearing and distance of S30° 12'51"W for 350.63 feet to the south line of said Section 7; thence S89°02'26"W along said south line leaving said west right of way line for 33.34 feet to the point of beginning. Containing 0.78 acre, more or less. All bearings referred to herein being from Florida West Zone Plane Coordinate System, 1990 Adjustment of NAD 1983.

Parcel 1-I

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 13, Township 46 South, Range 23 East.

AND Government Lot 2 in Section 13, Township 46 South, Range 23 East, lying northwesterly of the following described line: Commence at the northeast corner of said Section 13; thence S87°34'40"W along the north line of said Section 13 as shown on Plat of Siesta Isles, Unit No. 4, a subdivision as recorded in Plat Book 29, Page 108 of the Lee County, Florida Public Records for 1744.21 feet to the Point of Beginning; thence S02°25'20"E for 205.00 feet; thence S87°34'40"W for 61.47 feet; thence S00°59'30"E for 1525.99 feet to the point of curvature of a tangent curve to the right having a radius of 352.68 feet; thence southwesterly along the arc of said curve for 255.50 feet to the point of tangency; thence S40°31'00"W for 300.58 feet; thence S28°07'12"W for 611.13 feet; thence S51°47'20"W for 600 feet, more or less, to the waters of San Carlos Bay.

Parcel 1-J

The South 1/2 of the South 1/2 of the Southwest 1/4 less railroad right of way, lying and being in Section 12, Township 46 South, Range 23 East, Lee County, Florida.

LESS AND EXCEPT right of way for Bunche Beach Road.

Parcel 1-K

Government Lot 1 in Section 13, Township 46 South, Range 23 East, LESS AND EXCEPT right of way for Bunche Beach Road; LESS AND EXCEPT the following: From the northwest corner of said Section 13, run S00°53'30"E along the west line of said section and the centerline of county road known as John Morris Road (Warren Road) (Bunche Beach Road) for 995 feet to the Point of Beginning of the lands excepted. From said point of beginning run S58°57'30"E for 300 feet; thence S00°53'30"E parallel with the west line of said Section 13 for 200 feet, more or less, to the waters of San Carlos Bay; thence northwesterly along said waters to a point on the west line of said Section 13; thence N00°53'30"W along said section line for 200 feet, more or less, to the point of beginning.

Parcel 1-L

That part of the West Half (W 1/2) of the Northeast Quarter (NE 1/4), lying South and East of Rock Creek, of Section 14, Township 46 South, Range 23 East.

Parcel 1-M

The West Half (W 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 46 South, Range 23 East.

Parcel 1-O

The East Half (E 1/2) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4), and the West Half (W 1/2) of the East Half (E 1/2) of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 14, Township 46 South, Range 23 East.

Parcel 1-P

Beginning at the Northeast corner of Section 14, Township 46 South, Range 23 East; thence westerly along the North line of said Section 14 three hundred thirty feet; thence Southerly on a line parallel with the Easterly line of said Section to the North shore of San Carlos Bay; thence Southeasterly along the shore of San Carlos Bay to the Easterly line of said Section; thence Northerly to the point of beginning; LESS AND EXCEPT the right of way for the county road along the Easterly line of said Section 14.

GAA\02-072-FF2

DATE: November 17, 2003

Lee County
San Carlos Bay – Bunche Preserve
FCT Project #02-072-FF2
Date: 11/13/03

GRANT AWARD CALCULATION

TOTAL PROJECT COSTS

Land Purchase Price	\$6,380,000.00(1)
Acquisition Expenses	
Appraisals	17,000.00
Appraisal Review	<u>1,494.25</u>
Total Acquisition Expenses	\$18,494.25(2)
Total Project Costs	\$6,398,494.25

COMPUTATION OF GRANT AWARD AND LOCAL MATCH AMOUNT

FCT Award Computation

Share of Purchase Price	\$3,180,764.88
Share of Acquisition Expenses	<u>9,247.12</u>
Total Share of Project Costs	\$3,190,012.00(3)

COUNTY

Share of Purchase Price	\$3,199,235.12
Share of Acquisition Expenses	<u>9,247.13</u>
Total Share of Project Costs	\$3,208,482.25

Total Project Costs	\$6,398,494.25
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COMPUTATION OF PREPAIDS, REIMBURSEMENTS AND ADDITIONAL COSTS

FLORIDA COMMUNITIES TRUST

FCT Prepaid Project Costs

Appraisal Review	\$1,494.25
Survey Review	<u>0.00</u>
Total Prepaid Costs	\$1,494.25

FCT Amount Due

Share of Total Project Costs	\$3,190,012.00
Less Total Prepaid Costs	<u>(\$1,494.25)</u>
Total Amount Due from FCT	\$3,188,517.75

Lee County
San Carlos Bay – Bunche Preserve
FCT Project #02-072-FF2
Date: 11/13/03

COUNTY

County Prepaid Project Costs

Land Purchase Price	\$6,380,000.00	
Appraisals	17,000.00	
Title Report	0.00	
Title Insurance	0.00	
Survey		0.00
Environmental Audit	0.00	
Total Prepaid Costs		\$6,397,000.00

County Amount Due

Share of Land Purchase Price	\$3,199,235.12	
Share of Acquisition Expenses	9,247.13	
Less City County Prepays	<u>(6,397,000.00)</u>	
Total Amount Due To County		<u>\$3,188,517.75</u>

County Additional Costs

Record Grant Award Agreement	\$50.00 est. (4)
Total Additional Costs	\$50.00

Notes:

- (1) Maximum approved purchase price is \$6,855,000.00 pursuant to memorandum dated 08/25/03, from Katherine Cobb to Janice Browning. The County acquired the property on 8/30/01 at a price of \$6,380,015.00.
- (2) Pursuant to the terms of the option agreement dated 08/14/03, the seller paid the costs of survey, title report, title insurance and ESA.
- (3) Pursuant to the terms of the Grant Contract, the amount of the grant shall be the lesser of **\$3,190,012.00** or **50%** of the total project costs. The FCT share of the purchase price was reduced so that the FCT share of the total project costs equals **\$3,190,012.00**.
- (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: _____
Name: _____
Title: _____
Date: _____

By: _____
Janice Browning, Executive Director
Date: _____