

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

Blue Sheet No. 20051244

1. ACTION REQUESTED/PURPOSE: Authorize: (1) approval of the Purchase Agreement for Parcel 280, Conservation 20/20 Land Acquisition Program, Project No. 8800, located on Veterans Parkway south of Pine Island Road, in the amount of \$280,000; (2) the Chairman on behalf of the Board of County Commissioners to execute Purchase Agreement; (3) payment of necessary fees and costs to close; and (4) the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

2. WHAT ACTION ACCOMPLISHES: The acquisition of one of the properties recommended by the Conservation Acquisition and Stewardship Advisory Committee.

3. MANAGEMENT RECOMMENDATION: Considering the recommendation of this parcel by CLASAC, Management recommends Board approve the Action Requested.

4. Departmental Category: 6 **AGA** **5. Meeting Date:** *Date Critical* **10-11-2005**

6. Agenda:	7. Requirement/Purpose: (specify)		8. Request Initiated:	
	<input type="checkbox"/> Statute			Commissioner
	<input checked="" type="checkbox"/> Ordinance	96-12		Department
	<input type="checkbox"/> Admin. Code			Independent
	<input type="checkbox"/> Other			Division
<input checked="" type="checkbox"/> Consent			County Lands	
<input checked="" type="checkbox"/> Administrative			By: Karen L.W. Forsyth, Director <i>KLF</i>	
<input type="checkbox"/> Appeals				
<input type="checkbox"/> Public				
<input type="checkbox"/> Walk-On				

9. Background: Parcel 280 consists of +/-8 acres on Veterans Parkway, approximately 1 1/4 mile south of Pine Island Road, with 3.5 acres on the east side and 4.5 acres on the west side. The western portion is surrounded by +/-935 acres of mitigation preserve and 54.1 acres already acquired from the Santamaria Trust under the 20/20 program. (Parcel 280 is encumbered by a perpetual Slope/Restoration Easement along the western side of the Veterans Parkway right-of-way, which was conveyed to Lee County in 2002).

Although Lee County DOT (LCDOT) does not currently require any additional portion of Parcel 280 for Veterans Parkway, it should be noted that any expansion of the current right-of-way would impact the property. Therefore, acquisition of this parcel should be contingent on the understanding that any additional right-of-way needed for the future widening of Veterans Parkway be provided, with LCDOT depositing the appropriate funds back into the 20/20 program.

Interest to Acquire: Fee Simple

Property Details:

Owner: Nancy C. Santamaria, Trustee
Address: Veterans Parkway, Cape Coral, FL 33991
STRAP No.: 30-44-23-00-00001.0010

Purchase Details:

Purchase Price: \$280,000
Costs to Close: Closing costs are estimated to be \$2,000.

The property owner's original asking price was \$67,500 per acre (\$540,000). However, through negotiations, she has agreed to sell the property for \$35,000 per acre.

Appraisal Information: In accordance with FS 125.355, one appraisal was obtained. Hanson Real Estate Advisors, Inc., valued the property at \$280,000, as of August 12, 2005.

Account: 20880030103.506110

Attachments: Purchase Agreement, Affidavit of Interest, Appraisal Data, Title Report, Sales History, CLASAC Recommendation, Parcel Reference Map,

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>				<i>J. K...</i>	<i>9/16/05</i>	<i>9/16/05</i>	<i>9/16/05</i>	<i>9/16/05</i>	<i>H.S. q/s/05</i>

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

Rec. by CoAtty
 Date: 9-1-05
 Time: 11:30
 Forwarded To:

RECEIVED BY COUNTY ADMIN:
 9-2-05
 2:05
 COUNTY ADMIN FORWARDED TO: *PA*
 9-6-05
 11/05

This document prepared by
County Lands Division
Project: Conservation Lands Program, Project 8800
Parcel: 280 Santamaria, Trustee
STRAP No. :30-44-23-00-00001.0010

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

14
31K
THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 2005 by and between NANCY C. SANTAMARIA, AS SUCCESSOR TRUSTEE OF THE TRUST AGREEMENT DATED DECEMBER 21, 1992, hereinafter referred to as SELLER, whose address is 2337 Sunset Boulevard, Houston, Texas 77005, and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER hereby agrees to sell and BUYER hereby agrees to purchase, subject to the terms and conditions hereinafter set forth, all of that certain parcel of land consisting of 7.92 acres more or less, and located on Veterans Parkway in Cape Coral, Florida 33991, and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called the "Property". This Property will be acquired for the Conservation Lands Program, Project 8800, hereinafter called the "Project".

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Hundred Eighty Thousand and No/100 Dollars (\$280,000), payable at closing by County Warrant.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 2 of 6

3. **EVIDENCE OF TITLE:** SELLER will provide at SELLER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from First American Title or a title company acceptable to BUYER. Such commitment will be accompanied by one copy of all documents which constitute exceptions to the title commitment.

Such commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any material loss and/or material damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
 - (a) Recording fee for deed;
 - (b) Environmental Audit, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make such corrections within 30 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** At least 15 days prior to closing, SELLER will obtain, at SELLER's expense, a boundary survey. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. Any size discrepancy identified by the boundary survey will be remedied in accordance with Paragraph 1 of the Special Conditions of this Agreement. If such survey shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental conditions unacceptable to the BUYER, BUYER may elect to accept the Property in its existing

condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities which have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity which could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of any release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property which will bind the parties, their successors and assigns. However, SELLER understands and agrees BUYER'S ability to close will be contingent on the timing and availability of designated funds. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before ninety (90) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties. SELLER agrees BUYER is entitled to an extension of the closing date upon 30 days written notice that sufficient Conservation 2020 funds will not be available on the stated closing date; BUYER agrees that this notice will advise as to the earliest date funds are anticipated to be available and include a suggested closing date that is as soon thereafter as is appropriate.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. SPECIAL CONDITIONS: Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER: Nancy C. Santamaria

NANCY C. SANTAMARIA, SUCCESSOR TRUSTEE
OF TRUST AGREEMENT DATED December 21,
1992.

Brandon K. Nowak
Brandon K. Nowak

8/26/05
(DATE)

WITNESSES:

SELLER:

Patrick K. Henderson
Patrick K. Henderson

(DATE)

CHARLIE GREEN, CLERK

LEE COUNTY,

BUYER:

FLORIDA, BY ITS

BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

SPECIAL CONDITIONS

1. The purchase price of \$280,000 is based upon a stated acreage by SELLER of 7.92 acres. Said acreage shall be verified by the boundary survey obtained by SELLER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than 7.75 acres the purchase price will be adjusted accordingly at the agreed per acre price.
2. SELLER warrants that the property is in substantially the same condition as existed when the application for the nomination of the property for the Conservation Land Program Project was received on February 7, 2005. In this regard, SELLER warrants that no logging, clear cutting, mining or other significant impacts have occurred to or on, the property. BUYER shall inspect the property prior to closing and if, in BUYER'S reasonable opinion, significant detrimental activity has occurred on the property with or without the SELLER'S knowledge and consent, since the time it was nominated, BUYER may elect to accept the damaged property in its existing condition with an appropriate reduction in the purchase price, or may terminate this agreement without obligation.
3. BUYER intends to purchase this property as part of the Conservation 2020 project. The purpose of this project is preservation and conservation of environmentally sensitive and desirable property. The existence of severed oil, gas and mineral rights conflicts with the BUYER's purpose. Therefore, BUYER will deem the existence of oil, gas and mineral rights or leases in a third party as a defect in the chain of title.
SELLER agrees to clear or obtain releases for each of these separate oil, gas and mineral rights or leases. In the alternative, SELLER agrees to provide a title commitment and title insurance owner's policy that does not list the separate oil, gas and mineral rights or leases as an exception or otherwise exclude these rights or leases from coverage.
If SELLER fails to have the separate rights or leases released of record, or if the title commitment and owner's title insurance policy provided by SELLER excludes the separate rights or leases from coverage, as stipulated in Paragraph 8 of the Agreement, BUYER may elect to accept the property in its existing condition with a renegotiation of the purchase price, or BUYER or SELLER may terminate this Agreement without obligation.
4. Notwithstanding anything to the contrary in this contract and addendum, SELLER or any of the individual beneficiaries, as identified under said Trust Agreement dated December 21, 1992, shall have the right to elect in writing to exchange the Property in a transaction intending to qualify as a tax deferred exchange under the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended. In the event the SELLER or any of the individual beneficiaries elect to exchange all or a portion of the Property as set forth herein, it shall do so by written notice to the BUYER and title company, as referenced in Paragraph 3 herein, within three business days of the closing date. However, the right of the SELLER to elect to exchange the Property shall not authorize the extension of the closing date.
5. SELLER, at their expense, are to remove all concrete slabs, pilings, and foundations, clean up areas where removal takes place, and dispose of said items and refuse off site in accordance with Governmental regulations. SELLER is also responsible for the removal of any waste piles, to include abandoned vehicles, farm machinery and equipment, or household appliances.
6. All terms set forth in Item(s) 2, 3, 4 & 5 of the Special Conditions will survive the closing of this transaction.

WITNESSES:

SELLER:

Nancy C. Santamaria
NANCY C. SANTAMARIA, SUCCESSOR TRUSTEE OF
TRUST AGREEMENT DATED December 21, 1992.

Brandon K. Nowak
Brandon K. Nowak

8/26/05
(DATE)

WITNESSES:

SELLER:

Patrick K. Henderson
Patrick K. Henderson

(DATE)

CHARLIE GREEN, CLERK

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

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit "A"

A tract or parcel of land lying in Section 30, Township 44 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

From the Northeast corner of said Section 30 run North $90^{\circ} 00' 00''$ West along the North line of said section for 239.93 feet to an intersection with the Westerly right-of-way line of proposed Burnt Store Road Extension and a point on a non-tangent curve; Thence run the following four courses along said Westerly right-of-way line: Southerly along an arc of a curve to the right of radius 5700.58 feet (chord bearing South $04^{\circ} 26' 34''$ West) (chord 108.89 feet) (delta $01^{\circ} 05' 40''$) for 108.89 feet to a point of tangency; South $04^{\circ} 59' 24''$ West for 343.50 feet to a point of curvature; Southerly along an arc of a curve to the left of radius 5930.58 feet (chord bearing South $02^{\circ} 45' 09''$ West) (chord 463.11 feet) (delta $04^{\circ} 28' 31''$) for 463.23 feet to a point of tangency; South $00^{\circ} 30' 53''$ West for 307.93 feet to the Point of Beginning.

From said Point of Beginning continue South $00^{\circ} 30' 53''$ West along said Westerly right-of-way line for 33.63 feet to a point of curvature; Thence run Southerly along an arc of a curve to the left of radius 2449.83 feet (chord bearing South $09^{\circ} 35' 07''$ East) (chord 859.25 feet) (delta $20^{\circ} 12' 01''$) for 863.72 feet to a point on a non-tangent line; Thence run South $70^{\circ} 18' 52''$ West for 101.27 feet; Thence run North $52^{\circ} 22' 40''$ West for 328.44 feet; Thence run North $01^{\circ} 02' 37''$ East for 623.59 feet; Thence run North $65^{\circ} 40' 32''$ East for 220.97 feet to an intersection with said Westerly right of way line and the Point of Beginning.

and

From the Northeast corner of said Section 30 run South $01^{\circ} 36' 30''$ East along the East line of said Section for 2027.75 feet to a point of cusp and to an intersection with the Easterly right-of-way line of proposed Burnt Store Road Extension; Thence run the following four courses along said Easterly right-of-way line; Northerly along an arc of a curve to the right of radius 2219.83 feet (chord bearing North $09^{\circ} 37' 01''$ West) (chord 780.98 feet) (delta $20^{\circ} 15' 48''$) for 785.07 feet to a point of tangency;

North $00^{\circ} 30' 53''$ East for 341.56 feet to a point of curvature; Northerly along an arc of a curve to the right of radius 5700.58 feet (chord bearing North $02^{\circ} 45' 09''$ East) (chord 445.15 feet) (delta $04^{\circ} 28' 31''$) for 445.26 feet to a point of tangency; North $04^{\circ} 59' 24''$ East for 343.50 feet to a point of curvature; Northerly along an arc of a curve to the left of radius 5930.58 feet (chord bearing North $04^{\circ} 22' 02''$ East) (chord 128.95 feet) (delta $01^{\circ} 14' 45''$) for 128.95 feet to a point on a non-tangent line of an intersection with the Northerly line of said Section 30; Thence run north $90^{\circ} 00' 00''$ East along said North line for 9.42 feet to the Point of Beginning.

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 26 day of August, 2005 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

The Name and Address of the Grantor is:

**Nancy C. Santamaria,
As Successor Trustee of the Trust Agreement Dated December 21, 1992
2337 Sunset Boulevard
Houston, Texas 77005**

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

1. Lyn Cox Tebrugge, 2102 Ketch Court, Tarpon Springs, Florida 34689
2. Janine Cox Vann ~~and Thomas H. Vann, Jr., h/w~~ UCS 8/26/05
407 E. Jefferson Street, Thomasville, Georgia, 31792
3. Santamaria Investments, Ltd., a Texas limited partnership
Those individuals involved with this limited partnership are as follows:

Nancy C. Santamaria and Joseph W. Santamaria, h/w
2337 Sunset Boulevard
Houston, Texas 77005

Jason A. Santamaria
~~424 Millspring Drive, Durham, North Carolina 27705~~
173 Rowayton Woods Dr., Norwalk, CT 06854 UCS 8/26/05

Eric F. Santamaria
24 Hall Street, #3, Jamaica Plain, Massachusetts 02130

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

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Patrick K. Herdison
Witness Signature

Patrick K. Herdison
Printed Name

Brandon K. Nowak
Witness Signature

Brandon K. Nowak
Printed Name

Nancy C. Santamaria
Signature of Affiant

Nancy C. Santamaria, Trustee
Printed Name

Affidavit of Interest in Real Property
Parcel: 280/Santamaria
STRAP: 30-44-23-00-00001.0010
Project: Conservation 2020 Program/8800

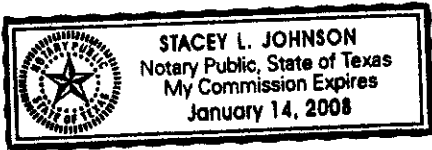
STATE OF Texas

COUNTY OF Harris

SWORN TO AND SUBSCRIBED before me this 26 day of August, 2005 by
Nancy C. Santamaria, Trustee.

Stacey L. Johnson
(Notary Signature)

(SEAL)



Stacey L. Johnson
(Print, type or stamp name of Notary)

Personally known _____
OR Produced Identification _____
Type of Identification _____

Exhibit "A"

A tract or parcel of land lying in Section 30, Township 44 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

From the Northeast corner of said Section 30 run North $90^{\circ} 00' 00''$ West along the North line of said section for 239.93 feet to an intersection with the Westerly right-of-way line of proposed Burnt Store Road Extension and a point on a non-tangent curve; Thence run the following four courses along said Westerly right-of-way line: Southerly along an arc of a curve to the right of radius 5700.58 feet (chord bearing South $04^{\circ} 26' 34''$ West) (chord 108.89 feet) (delta $01^{\circ} 05' 40''$) for 108.89 feet to a point of tangency; South $04^{\circ} 59' 24''$ West for 343.50 feet to a point of curvature; Southerly along an arc of a curve to the left of radius 5930.58 feet (chord bearing South $02^{\circ} 45' 09''$ West) (chord 463.11 feet) (delta $04^{\circ} 28' 31''$) for 463.23 feet to a point of tangency; South $00^{\circ} 30' 53''$ West for 307.93 feet to the Point of Beginning.

From said Point of Beginning continue South $00^{\circ} 30' 53''$ West along said Westerly right-of-way line for 33.63 feet to a point of curvature; Thence run Southerly along an arc of a curve to the left of radius 2449.83 feet (chord bearing South $09^{\circ} 35' 07''$ East) (chord 859.25 feet) (delta $20^{\circ} 12' 01''$) for 863.72 feet to a point on a non-tangent line; Thence run South $70^{\circ} 18' 52''$ West for 101.27 feet; Thence run North $52^{\circ} 22' 40''$ West for 328.44 feet; Thence run North $01^{\circ} 02' 37''$ East for 623.59 feet; Thence run North $65^{\circ} 40' 32''$ East for 220.97 feet to an intersection with said Westerly right of way line and the Point of Beginning.

and

From the Northeast corner of said Section 30 run South $01^{\circ} 36' 30''$ East along the East line of said Section for 2027.75 feet to a point of cusp and to an intersection with the Easterly right-of-way line of proposed Burnt Store Road Extension; Thence run the following four courses along said Easterly right-of-way line; Northerly along an arc of a curve to the right of radius 2219.83 feet (chord bearing North $09^{\circ} 37' 01''$ West) (chord 780.98 feet) (delta $20^{\circ} 15' 48''$) for 785.07 feet to a point of tangency;

North $00^{\circ} 30' 53''$ East for 341.56 feet to a point of curvature; Northerly along an arc of a curve to the right of radius 5700.58 feet (chord bearing North $02^{\circ} 45' 09''$ East) (chord 445.15 feet) (delta $04^{\circ} 28' 31''$) for 445.26 feet to a point of tangency; North $04^{\circ} 59' 24''$ East for 343.50 feet to a point of curvature; Northerly along an arc of a curve to the left of radius 5930.58 feet (chord bearing North $04^{\circ} 22' 02''$ East) (chord 128.95 feet) (delta $01^{\circ} 14' 45''$) for 128.95 feet to a point on a non-tangent line of an intersection with the Northerly line of said Section 30; Thence run north $90^{\circ} 00' 00''$ East along said North line for 9.42 feet to the Point of Beginning.

HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

August 12, 2005

Robert G. Clemens
Acquisition Program Manager
Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

Subject: Complete Summary Appraisal Report No. 05-07-02
Conservation Lands Program Project No. 8800, Parcel No. 280
Property: 7.92 acre tract of vacant land located along the westerly and easterly
Edge of Veterans Parkway
Market Area: Cape Coral
County: Lee County

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis has been made of the above referenced property, which is legally described in the attached appraisal report for the purpose of estimating the market value of the fee simple ownership interest (subject to noted exceptions) in the land.

This assignment has been completed in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP") – 2005 Edition, as published by the Appraisal Standards Board of the Appraisal Foundation; and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. In so much that the appraisers did not invoke the Departure Provision of USPAP in the development of the valuation analysis and opinions, the appraisal is identified as a Complete Appraisal. The appraisers have communicated the valuation analysis and opinions in a Summary Appraisal Report format, as defined by Standard Rule 2-2 (b) of USPAP. The market value estimate is reported subject to the Extraordinary Assumptions, General Assumptions, and Hypothetical Conditions (if any) summarized below and in the Addendum of this report.

Market value for this purpose is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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August 12, 2005
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1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA") of 1989.

The client and intended user of this report is identified as Robert G. Clemens, Acquisition Program Manager, Division of County Lands, whose address is P.O. Box 398, Fort Myers, FL 33902-0398. The intended use of the report is to provide the client and intended user with an opinion of value for guidance in the potential acquisition of the subject property for the Conservation 20/20 Program.

The subject property of this appraisal assignment contains 7.92 acres of gross land area, which is composed of 5.73 acres of effective uplands and 2.19 acres of wetlands. The site includes two non-contiguous vacant parcels that are transected by Veterans Parkway, approximately one mile south of S.R. 78 – Pine Island Road in the western Cape Coral market area of Lee County, Florida. The property consists of two non-contiguous irregular shaped parcels which contain an estimated 2,936 feet of frontage along the western and eastern rights-of-way along Veterans Parkway. The property is zoned AG-2 (Agricultural) and is designated Rural on the Future Land Use Map of the Lee County Comprehensive Plan. The subject property is further identified as S.T.R.A.P. No; 30-44-23-00-00001.0010 by the Lee County Property Appraiser. The appraisers have estimated the highest and best use of the property to be held speculatively for future development.

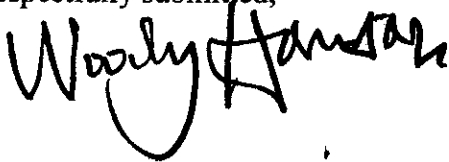
In conclusion, based upon the property information identified within this report, the market data and valuation analyses contained herein, the definitions, general assumptions, extraordinary assumptions, hypothetical conditions and limiting conditions, and our general experience in the

Robert G. Clemens
August 12, 2005
Page 3

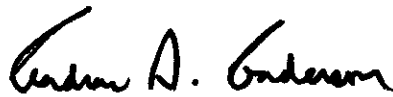
real estate appraisal profession, it is the appraiser's opinion that the market value of the fee simple interest (subject to noted exceptions) of the subject property, as of August 12, 2005, is:

**TWO HUNDRED EIGHTY THOUSAND DOLLARS
(\$280,000)**

Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM
St. Cert. Gen. REA RZ 0001003



Andrew D. Anderson
Registered Appraiser Trainee RI 14189



Christopher G. Reublin
Registered Appraiser Trainee RI 16310

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FORM
Schedule A

Commitment No.:

Effective Date:
April 9, 2005 @ 11:00 PM

Agent's File Reference:
03006-15

1. Policy or Policies to be issued: Proposed Amount of Insurance:
OWNER'S: ALTA Owner's Policy (10/17/92). (If other, specify.) \$ TBD
Proposed Insured: LEE COUNTY, FLORIDA, a political subdivision of the State of Florida
MORTGAGEE: ALTA Loan Policy (10/17/92). (If other, specify.) \$
Proposed Insured:
2. The estate or interest in the land described or referred to in this commitment is a fee simple (if other, specify same) and title thereto is at the effective date hereof vested in:
Nancy C. Santamaria, Individually and as Successor Trustee of the Trust Agreement dated December 21, 1992
3. The land referred to in this commitment is described as follows:
See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Issuing Agent:
**LAW OFFICE OF JOSEPH M. MADDEN, JR.,
LLC**
2222 Second Street
Fort Myers, FL 33901-3026

Agent No.: B09686

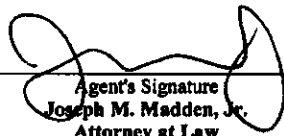

Agent's Signature
Joseph M. Madden, Jr.
Attorney at Law

Exhibit "A" Attachment

A tract or parcel of land lying in Section 30, Township 44 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows:

From the Northeast corner of said Section 30 run North $90^{\circ} 00' 00''$ West along the North line of said section for 239.53 feet to an intersection with the Westerly right-of-way line of proposed Burnt Store Road Extension and a point on a non-tangent curve; Thence run the following four courses along said Westerly right-of-way line: Southerly along an arc of a curve to the right of radius 5700.58 feet (chord bearing South $04^{\circ} 26' 34''$ West) (chord 108.89 feet) (delta $01^{\circ} 05' 40''$) for 108.89 feet to a point of tangency; South $04^{\circ} 59' 24''$ West for 343.50 feet to a point of curvature; Southerly along an arc of a curve to the left of radius 5930.58 feet (chord bearing South $02^{\circ} 45' 09''$ West) (chord 463.11 feet) (delta $04^{\circ} 28' 31''$) for 463.23 feet to a point of tangency; South $00^{\circ} 30' 53''$ West for 307.93 feet to the Point of Beginning.

From said Point of Beginning continue South $00^{\circ} 30' 53''$ West along said Westerly right-of-way line for 33.63 feet to a point of curvature; Thence run Southerly along an arc of a curve to the left of radius 2449.83 feet (chord bearing South $09^{\circ} 35' 07''$ East) (chord 859.25 feet) (delta $20^{\circ} 12' 01''$) for 863.72 feet to a point on a non-tangent line; Thence run South $70^{\circ} 18' 52''$ West for 161.27 feet; Thence run North $52^{\circ} 22' 40''$ West for 328.44 feet; Thence run North $01^{\circ} 02' 37''$ East for 623.59 feet; Thence run North $65^{\circ} 40' 32''$ East for 220.97 feet to an intersection with said Westerly right of way line and the Point of Beginning.

and

From the Northeast corner of said Section 30 run South $01^{\circ} 36' 30''$ East along the East line of said Section for 2027.75 feet to a point of cusp and to an intersection with the Easterly right-of-way line of proposed Burnt Store Road Extension; Thence run the following four courses along said Easterly right-of-way line: Northerly along an arc of a curve to the right of radius 2219.83 feet (chord bearing North $09^{\circ} 37' 01''$ West) (chord 780.96 feet) (delta $20^{\circ} 15' 48''$) for 785.47 feet to a point of tangency; North $00^{\circ} 30' 53''$ East for 341.56 feet to a point of curvature; Northerly along an arc of a curve to the right of radius 5700.58 feet (chord bearing North $02^{\circ} 45' 09''$ East) (chord 445.15 feet) (delta $04^{\circ} 28' 31''$) for 445.26 feet to a point of tangency; North $04^{\circ} 59' 24''$ East for 343.50 feet to a point of curvature; Northerly along an arc of a curve to the left of radius 5930.58 feet (chord bearing North $04^{\circ} 22' 02''$ East) (chord 128.95 feet) (delta $01^{\circ} 14' 45''$) for 128.95 feet to a point on a non-tangent line of an intersection with the Northerly line of said Section 30; Thence run north $90^{\circ} 00' 00''$ East along said North line for 9.42 feet to the Point of Beginning.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FORM
Schedule B-I

Commitment No.:

Agent's File Reference:
03006-15

- I. The following are the requirements to be complied with:
1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
 2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - A. Warranty Deed from Nancy C. Santamaria, Individually and as Successor Trustee of the Trust Agreement dated December 21, 1992, to LEE COUNTY, FLORIDA, a political subdivision of the State of Florida.
 3.
 - a) A memorandum of Trust for the Trust Agreement dated December 21, 1992 must be recorded in the Public Records of Lee County, Florida. The memorandum must include those provisions of the trust which identify the trust, appoint a trustee (or successor trustee) and authorize the trustee to convey the property.
 - b) Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit when properly executed at closing by the seller(s), if any, and mortgagor(s) herein will serve to delete the standard lien and possession exceptions from the policy(ies) to be issued.
 - c) Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the Company, and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Additional requirements and/or exceptions will be made for any appropriate matters disclosed.
 4. Proof of payment of taxes due and payable, if any, must be furnished.
 5. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.
 6. Affidavit from a reliable person must be furnished establishing that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.
 7. Affidavits to be executed by the owner of the subject property and the proposed insured stating that: 1) There are no matters pending against the affiant that could give rise to a lien that would attach to the property between the effective date of this Commitment and the recording of the interest to be insured; and 2) Affiants have not and will not execute any instruments that would adversely affect the interest to be insured.
 8. Affidavit from the owner of the subject property, or some other person having actual knowledge, establishing that no person other than the owner is in possession. If other parties are in possession, confirmations from all parties in possession will be required setting forth the nature of their rights of possession for purposes of specifically making an exception that identify those tenants and the nature of their rights in Schedule B of the policy and an affidavit from owner(s) confirming no other persons in possession. In the alternative, an exception shall be made for rights of the lessees under unrecorded leases or for rights of parties in possession.
 9. The policy to be issued based upon this commitment will not contain an exception for encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises, provided that a survey meeting The Fund's requirements is furnished. However, if such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment. If such survey is not certified to the proposed insured, an affidavit will be required from the current owner stating that there are no improvements currently located on the land that are not shown on the survey, describing the survey by date, job or order number and name of surveyor.
 10. The policy to be issued based upon this commitment will not contain an exception for easements or claims of easements not shown by the public records, provided that: (i) the survey, meeting The Fund's requirements, does not disclose the existence of any unrecorded easements; and (ii) the affidavit of the owner, or other person with actual knowledge, establishes that there are no unrecorded easements or claims of easements in existence.
 11. NOTE: A search commencing with the effective date of the commitment will be performed at or shortly prior to

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FORM
Schedule B-1

Commitment No.:

Agent's File Reference:
03006-15

the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FORM
Schedule B-II

Commitment No.:

Agent's File Reference:
03006-15

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
3. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
4. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
5. Subject land lies within the boundaries for mandatory Garbage Collection pursuant to Lee County Ordinance No. 86-14 recorded in O.R. Book 2189, Page 3281, as amended in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida, and will be subject to future assessments.
6. Easements or claims of easements not shown by the public records.
7. General or special taxes and assessments required to be paid in the year 2005 and subsequent years.
30-44-23-00-00001.0010
Note: Taxes for the year 2005 became a lien on the land on January 1, 2005 although not due and payable until November 1, 2005.
8. Slope/Restoration Easement between Nancy C. Santamaria, as Successor Trustee of the Trust Agreement dated December 21, 1192 and Lee County, Florida recorded in Official Records Book 3665, page 4871, of the Public Records of Lee County, Florida.
9. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
10. NOTE: All of the above documents under Schedule B-I and B-II setting forth an Official Records and Page number were recorded in the Public Records of Lee County County, Florida.

5-Year Sales History

Parcel No. 280

Conservation 2020 Program
Project No. 8800

NO SALES IN PAST 5 YEARS

INITIAL REVIEW

ON VETERANS PKWY, CAPE CORAL

NOMINATION 280

STRAP # 30-44-23-00-00001.0010

INITIAL REVIEW CRITERIA QUESTION AND RESPONSE

Criteria Met?	
No	\$540,000 for 8 acres
No	Approximately 4.5 acres west of Veterans Parkway vegetated by Australian pine and Melaleuca trees. Approximately 3.5 acres on east side are vegetated by grasses. If restored to pine flatwoods, it would add to the upland buffer of the mangrove preserve.
Yes	Serves as outfall for Veterans Pkwy and Cape Royal
Yes	Both parcels are adjacent to conservation areas.
Yes	Acquisition of these parcels would "square off" conservation easements on either side of the parkway. Western conservation easement is owned by and under the management of Lee County. Assuming the parcel is all uplands it would be nice to preserve additional uplands adjacent to the conservation easement. Although conservation easement on east side is privately maintained, this parcel can be managed with the western portion. These parcels are not recommended for public access as recently acquired parcel #262 will provide sufficient public access to the area.
No	Within unincorporated Lee County. Future Land Use: Rural. Zoning: AG-2
<p>OTHER COMMENTS: Veterans Parkway bisects this parcel into 4.5-acre and 3.5-acre parcels. These parcels are what remains of a former 1000±acre gladiolus field, most of which was deeded to State as mitigation for the construction of Veterans Parkway. These parcels are not needed for road widening at this time.</p>	
4-Mar-05	Staff Recommendation: Forward to secondary review to evaluate benefits of the property.
8-Mar-05	CRSC Recommendation: Forward to secondary review. Staff will inquire if EMS needs a portion of this site for a station and report back to CLASAC prior to secondary review.
14-Apr-05	CLASAC Recommendation: Forward to secondary review. Staff will inquire if EMS needs a portion of this site for a station

SECONDARY REVIEW

CONSERVATION 20/20 PROGRAM
 30-44-23-00-00001.0010
 Veterans Parkway, Cape Coral

NOMINATION 280

CRITERIA		SCORE		COMMENTS
A. SIZE AND CONTIGUITY				
1. Size of Property	g. < 50 acres	0	0	8 acres
2. Contiguous to:	a. Coastal waters and other sovereignty submerged lands	4	0	
	b. Existing preserve area, c. e., wma or refuge	4	4	Adjacent to Lee County DOT and Cape Royal conservation easements. Part of mangrove fringe along Mattacha Pass/Cape Coral.
	c. Preserve areas officially proposed for acquisition	2	0	
B. HABITAT FOR PLANTS AND ANIMALS				
1. Native Plant Cover	a. ≥ 75 % of the property has native plant cover	8		
	b. 50% to < 75% has native plant cover	4		~40% of property is on the right side of Veterans Pkwy adjacent to a golf course and appears to have already received some wetland mitigation (possibly from either Veterans Pkwyway or the golf course development). Most plants are native coastal wetland plants (buttonwood, salt bush, sedges and rushes) with small Brazilian peppers beginning to grow back. The remaining 60% (on west side of highway) was possibly tidal flats &/or coastal scrub at one time that the reator said had been an old gladiolus field, but is now primarily (~95% invasive exotic plants) an Australian pine forest with some melaleuca, Brazilian pepper, and carrot wood.
	c. 25% to <50% has native plant cover	2	2	
	d. < 25% has native plant cover	0		
2. Significant for wide-ranging species				
	Panther Habitat, wetlands, ponds, grass lands, etc.	2	0	Area isn't readily conducive to providing much wildlife habitat with a major road bisecting site.
3. Rare and Unique Uplands	a. Scrub, hammock, old growth pine	2	0	
	b. Mature, second growth pine flatwood	1	0	
4. Diversity	a. 5 or more FLUCCS native plant community categories	2		
	b. 3 or 4 FLUCCS native plant community categories	1	1	A FLUCCS map provided by the reator identified distinct vegetative communities, only one of which is native: 640-vegetative wetland w/ scattered exotics, 4241-melaueca Hydric, & 437-exotic mix, Australian pine.
	c. 2 or less FLUCCS native plant community categories	0		

SECONDARY REVIEW

CONSERVATION 20/20 PROGRAM
 30-44-23-00-00001.0010
 Veterans Parkway, Cape Coral

NOMINATION 280

C. SIGNIFICANCE FOR WATER RESOURCES				COMMENTS
1. Serves or can serve as flow-way				
	Site contains a primary flow-way, creek, river, wetland corridor, large contributing watershed; possibly identified in the Lee County Surface Water Master Plan, South Lee County Study, or by staff	4		
	Site contains flow-way, through tributary, medium size watershed, or just a portion of system/one side of conveyance, may not be identified in study	3	3	
	Same as b., smaller watershed, not as defined, disconnected	2		
	Site conveys runoff, minimal area	1		
	Site provides no conveyance of surface water	0		Contains stormwater conveyance to Matlacha Pass
	Add 2 points if conveyance is natural (not man-made)	+2	1	Part natural, part man-made
2. Strategic to Flood Management				
	Well defined flood-way within parcel, possibly identified in FEMA or other study, both sides of conveyance, large upstream area, protection from encroachment critical or known flooding history	4		
	Same as a., portion of floodway (one side) or within floodplain	3		
	Medium size watershed, need for floodplain protection, possibly serves as an outfall for a road or development	2	2	
	Small watershed, minimal flooding	1		
	No significant flood issues	0		Serve as outfall for Veterans Parkway and Cape Royal. Western parcel drains westward into a tidal marsh.
3. Protect a water supply source.				
	Parcel is within area designated high potential productivity of the Water Table, Sandstone or Tamiami Aquifer and also within area of current or proposed wellfield development	2		
	Not within above mentioned zones, but advantageous due to proximity to existing water supply facilities or identified as potential water storage area	1		
	No recharge or potential water supply opportunities	0	0	No significant recharge.
4. Offset Damage to or Enhance Water Quality.				
	Presence of wetland, retention, or lake that is currently providing water quality benefits	2	2	
	Same as a., but achieved through some alterations to existing site or very limited in contributing watershed	1		Water quality benefits to stormwater runoff through wetland system.
	No existing or potential water quality benefits	0		

SECONDARY REVIEW

CONSERVATION 20/20 PROGRAM
 30-44-23-00-00001.0010
 Veterans Parkway, Cape Coral

NOMINATION 280

D. LAND MANAGEMENT/RECREATION/PLANNED LAND USE		COMMENTS		
1. Good Access for Public Use and Land Management	Parcel can be accessed from a freeway, expressway, arterial street, or major collector	3	3	Veterans Pkwy. No additional right-of-way is needed for the future widening of Veterans Parkway.
2. Recreation/Eco-Tourism Potential	Score depends upon the variety or uniqueness of potential public uses. Examples of appropriate public uses include paddling sports, fishing, hiking, equestrian, mountain biking, photography, nature study, and environmental education	0-2	0	These parcels are not recommended for public access as recently acquired parcel #262 will provide sufficient public access to the area.
3. Land Manageability	75% or greater of the perimeter of site	3		This nomination consists of two disconnected parcels spur by Veterans Pkwy. Each parcel is adjacent to conservation easements, except for the parkway. Restoration costs are estimated around \$25,000-\$35,000 for tree removal and habitat restoration, including removal of thick duff layer (AP needs), re-grading topography, and possible replanting of native vegetation on the western parcel.
	50%-75% of the perimeter of site is surrounded by low impact land uses	2	2	
	25%-50% of the perimeter of site is surrounded by low impact land uses	1	1	
	Less than 25% of the perimeter of the site is surrounded by low impact land uses	0	0	
4. Development Status (Maximum 4 points)				
	a. The Parcel is Approved for Development or is Exempt from Clearing Regulations	4	0	
	b. The Parcel is Zoned for Intensive Use	2	0	AG-2
	c. Future Land Use Map: Intensive Land Use Category	1	0	Rural
TOTAL POINTS			20	
COMMENTS: Acquisition and restoration of the western parcel is advantageous to the management of the buffer preserve by				
Despite low score, pursue for acquisition due to the long-range management benefits of removing an outparcel from the Charlotte Harbor Buffer Preserve.				
STAFF RECOMMENDATION 26 APRIL 05		Agree with staff recommendation		
CRSC RECOMMENDATION 03 MAY 05		Pursue for acquisition		
CLASAC RECOMMENDATION 12 MAY 05				



2003
 REVISION
 2010
 PREPARED BY CLASSIC
 LAND MANAGEMENT
 CONSULTING, INC.



LOT PARCEL (S)
 FROM 1980

#280

#280

#262

#223

#222

294423

204423

174423

184423

244422

SWY PRINCE ISLAND PROJ