

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

Blue Sheet No. 20060297

1. ACTION REQUESTED/PURPOSE: Request Board authorize staff to formally notify the Florida Department of Transportation (FDOT) that it will have to pursue any land acquisition(s) from the County's Conservation 2020 Parcel 258 ("Boomer Site"), for widening U.S.41, by way of eminent domain proceedings.

2. WHAT ACTION ACCOMPLISHES: Provides an official response to FDOT's request to purchase right-of-way and a proposed drainage retention parcel from the County's Boomer Site.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 6

A6A

5. Meeting Date: 04-04-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute 125
- Ordinance 96-12
- Admin. Code
- Other
BS 20041346, 20050228 & 0400

8. Request Initiated:

- Commissioner** _____
- Department** Independent
- Division** County Lands *AKS*
- By:** Karen L.W. Forsyth, Director *KLF*

9. Background:

On October 26, 2004, the Lee County Board of County Commissioners (BOCC) approved an *Acquisition Agreement* with the State of Florida, authorizing the State to lead negotiations for the joint purchase of the ±104-acre Boomer Estate in Estero. Under the terms of the agreement, the property would be acquired for purposes of preservation in accordance with the State and County's respective conservation programs, and would be managed under agreement by the State Division of Recreation and Parks.

On March 15, 2005, the BOCC approved the *Option Agreement for Sale and Purchase* for the acquisition of a 50% interest, based upon value not acreage, in the 104-acre property, with restrictions to be placed upon the property as reassurance of the County's intent to preserve the land in perpetuity. Subsequently, the County and State concluded the acquisition of the property from Nola P. Boomer and John H. Boomer on July 27th, with the County taking title to ±41 acres fronting U.S. 41 and Broadway Avenue, subject to restrictions, limitations and conditions, and the State (DEP) obtaining ±63 acres, subject to the life estate of Nola P. Boomer and ownership of the entire river frontage.

Florida Department of Transportation is requesting that Lee County sell a ±4,120 sq. ft. right-of-way strip, and, based upon the FDOT's Pond Alternatives Chart (attached), also requests ±2 acres for a drainage retention pond from the Boomer Site for the U.S. 41 widening project. The FDOT's pond alternative, as shown on the attached chart, did not consider a current appraised value for the portion of the "Boomer Site", which is anticipated to be significantly higher when appraised.

Attachments: CAO Opinion, Aerial Map, Proposed Pond Map, RW Map, FDOT Alternatives Chart, Option Agreement, Warranty Deed.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	AMgr.	
<i>K. Forsyth</i>				<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN
3/17/06

RECEIVED BY COUNTY ADMIN
3/17/06
COUNTY ADMIN FORWARDED TO:
3/23/06
4/11

Rec. by CoAtty
Date: 3/17/06
Time: 8:15 AM
Forwarded To:

**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

DATE: February 8, 2006

TO: Sarah Clarke
Lee County DOT

FROM: 

John J. Renner
Chief Assistant County Attorney

RE: Boomer Property

The restrictive covenants start with the premise the land will be preserved in accordance with Lee County's land conservation program. Specifically, the covenants preclude excavation on the site. The covenants are to be liberally construed "in favor of their purpose to protect the conservation value of the Property." While there is a provision precluding subdivision of the site "except for purposes of public necessity," "subdivision" connotes reconfiguring the Property to smaller parcels or ownerships. It would appear to be a strained interpretation of "subdivision" to connote uses, such as a retention pond, that are expressly prohibited in the restrictive covenants and contrary to the purpose of the covenants.

It is my opinion that a voluntary sale to FDOT would subject Lee County to litigation to enforce the restrictive covenants. Should FDOT exercise its power of eminent domain, case law provides that it acquire title free of restrictive covenants.

JJR/wlp

RECEIVED
FEB 09 2006

CONSERVATION 20/20 #258

GRAPH(S) 28-46-23-00-00008 0000, 0010, 0020-8

28-46-25-00-00000 0010

TOTAL APPROXIMATE MESSAGE: 100

BROADWAY

BROADWAY

284825

Trailside Drainage Lateral - ManMade

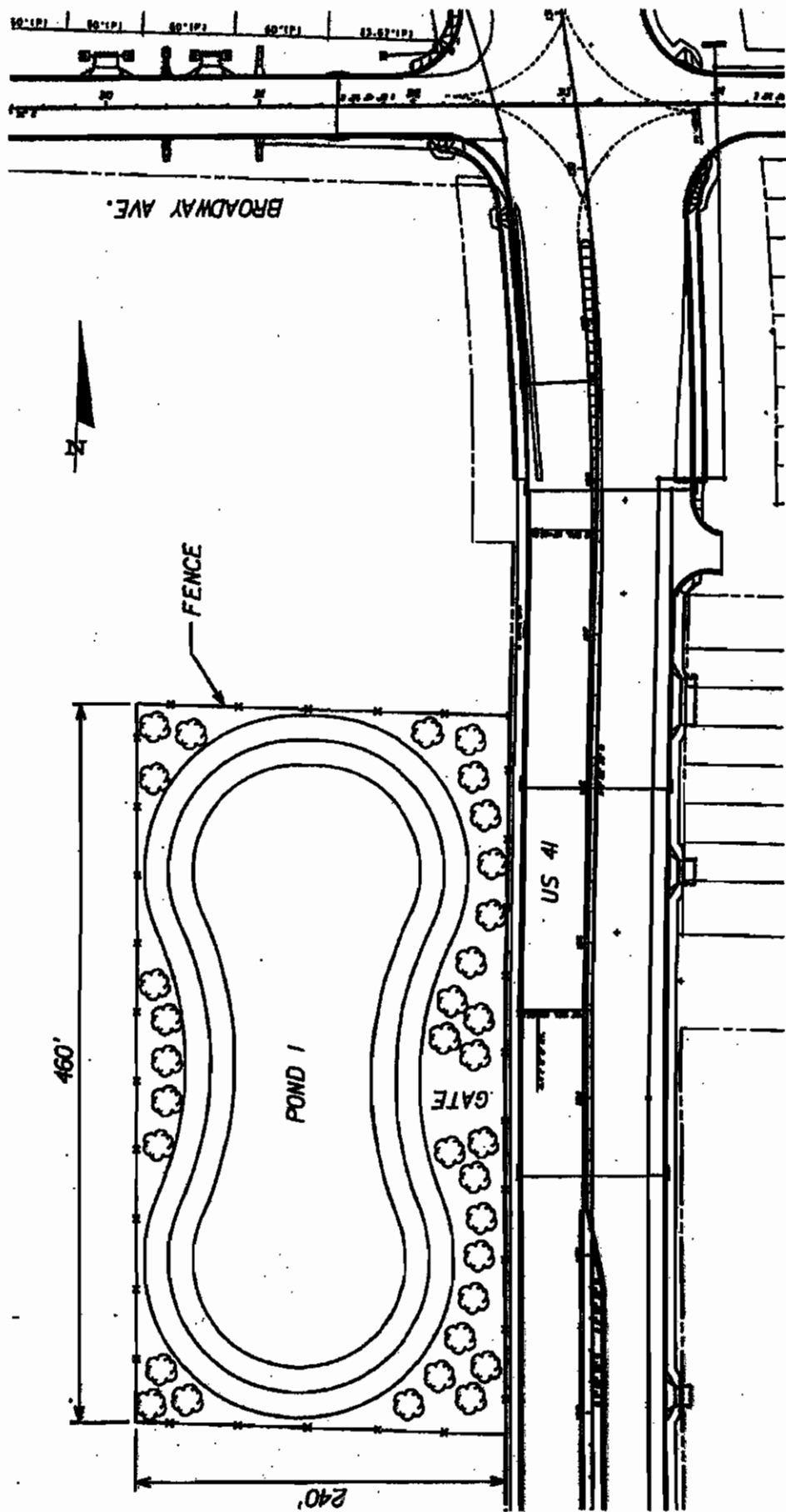
Subject

STAMIAMI TRI

KORESIAN SITE HISTORIC SITE

Estero River Drain - Restored

THIS IS NOT A SURVEY
THE COUNTY LAND DIVISION HAS PROVIDED THE MAP FOR
INFORMATIONAL USE ONLY. THE COUNTY LAND DIVISION HAS MADE
NO WARRANTY OR GUARANTEE. PLEASE THE DIVISION HAS MADE
EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION.
NO WARRANTY IS MADE BY THE COUNTY.
BY: [Signature]



SECTION ON 283 TO NE1/4 P 46 GUTT

42.00

END ACQUISITION LEE
STAKE 62 12 05' LT.

30' LINE

APPROXIMATE SUBJECT AREA
APPROXIMATE SUBJECT AREA - 200 TRUNK

EXISTING RAIL LINE PER SECTION NO. 1201-203

635.82(C)

1125

ND1°02'26"

53.65

42.00

590.98

N-01°02'

100

577.88

30' LINE

42.00

43.44

57.8

42.00

220.02(C)

16 6668

42.00

100 (P)

35 (P)

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US 41 Pond Alternative Locations

Alternative	Location	ROW Acquisition Cost
1	Sta. 106+80 to 109+80	\$1,128,000
2	Sta. 110+35 to 112+00	\$786,000
3*	Sta. 118+90 to 121+15	\$2,000,000 +
4**	Boomer Site	\$280,000

Please note that the Right-of-Way costs shown are only estimates used for comparative purposes to achieve the desired location for the stormwater management facility (SMF), and do not constitute actual offers. Acquisition areas vary for each location, due to the need for easements to convey pipe to the SMF.

* The Right-of-Way cost estimate for Alternative #3 includes land acquisition and damage costs that could result if the SMF was left in its current location (based upon Estero United Methodist site plan).

** The Right-of-Way cost shown for Alternative #4 is based on a per acre cost obtained from the July 2005 sale of the Boomer parcel. An appraisal of the site would determine the actual value of the land if a transaction takes place between FDOT and Lee County.

Project: Estero Bay
 Parcel #: Boomer
 Acres: 104.09

JOINTAQI
 (Form Revised 4/03)

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this 4th day of February, 2005, between NOLA BOOMER (as to an undivided 2/3rd interest in Parcel 1 and 100% interest in Parcel 2), whose address is c/o Guy R. Strayhorn, P. O. Box 1288, Ft. Myers 33902, JOHN H. BOOMER, (as to an undivided 1/6th interest in Parcel 1), whose address is _____, and JOHN H. BOOMER AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JORGINE D. BOOMER, deceased, (as to an undivided 1/6th interest in Parcel 1), whose address is _____ jointly referred to as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, and LEE COUNTY, FLORIDA ("County"), whose address is P.O. Box 398, Ft. Myers, Florida 33902-0398, jointly referred to as "Purchaser". Trustees' agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser the exclusive option to purchase the real property located in Lee County, Florida, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Purchaser and is effective only if DSL and County give written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$10,000.00 ("Option Payment"). One-half of the Option Payment in the form of a County check will be forwarded to Seller by County. The other one-half of the Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by DSL from the Comptroller of the State of Florida. The option may be exercised during the period beginning with Purchaser's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and at a regularly scheduled meeting of the Board of County Commissioners of Lee County, Florida, and ending 120 days after the later of the approval of this Agreement by the Trustees or the County ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Trustees' funds in the amount of the Trustees' Purchase Price (as hereinafter defined in paragraph 3.A.) or County's funds in the amount of the County's Purchase Price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date, the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller. If Purchaser has not approved this Agreement within 90 days after Seller has submitted this Agreement, fully executed and complete, to DSL then Seller may terminate this Agreement and no party shall have any further obligations under the provisions of this Agreement.

3.A. **PURCHASE PRICE.** The total purchase price for the property is FOURTEEN MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$14,500,000.00) ("Initial Total Purchase Price") which, after credit for the Option Payment, will be paid by Trustees and the County at closing. Seller hereby authorizes Purchaser to issue funds for the Purchase Price directly to an escrow agent who is authorized by law to receive such payments and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale and real estate taxes. The Initial Total Purchase Price shall be paid to Seller as follows: Trustees shall pay Fifty Percent (50%) of the Final Adjusted Total Purchase Price for the Property as determined in accordance with paragraph 3.B. ("Trustees' Purchase Price"), which after reduction by Trustees' portion of the Option Payment, will be paid to the escrow agent by state warrant at closing; and County shall pay Fifty Percent (50%) of the Final Adjusted Total Purchase Price for the Property as determined in accordance with paragraph 3.B. ("County's Purchase Price"), which after reduction by County's portion of the Option Payment, will be paid to the escrow agent by County check at closing. The Total Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Total Purchase Price, hereinafter defined, Trustees' Purchase Price, and County's Purchase Price by Purchaser and upon confirmation that the Final Adjusted Total Purchase Price is not in excess of the final maximum value of the Property as

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determined in accordance with Section 259.041(7), Florida Statutes ("DSL Approved Value"). The determination of the final DSL Approved Value and the Final Adjusted Total Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 5.

County and Trustees have agreed to a division of the Property between them in accordance with the provisions of that certain Acquisition Agreement between County and Trustees dated November 22, 2004 such that each will take separate title to a portion of the Property valued at one-half the total value of the Property. County's Purchase Price is the sole responsibility of County, and Seller shall have no recourse whatsoever, at law or equity, against Trustees or the Property, as a result of any matter arising at any time whether before or after fee simple title to County's portion of the Property is conveyed to County relating to County's Purchase Price, nor shall Trustees have any obligation under this Agreement to provide any portion of County's Purchase Price. Trustees' Purchase Price is the sole responsibility of Trustees and Seller shall have no recourse whatsoever, at law or equity, against County or the Property, as a result of any matter arising at any time whether before or after fee simple title to the Trustees' portion of the Property is conveyed to Trustees, relating to Trustees' Purchase Price, nor shall County have any obligation under this Agreement to provide any portion of Trustees' Purchase Price. Notwithstanding that this Agreement provides for the purchase and conveyance of the Property in two (2) separate parcels to two (2) separate purchasers, the Seller and Purchaser understand and agree that the Property in its entirety and all parcels thereof shall be purchased simultaneously and the total sale price provided herein shall be paid to Seller at one closing in the conveyance of both parcels. Further, regardless of any other language herein to the contrary, Seller shall not be obligated to proceed with closing in the sale of either parcel, or any portion of the Property, or the conveyance thereof, unless and until the total consideration set forth herein is available from all purchasers to be paid to Seller at the closing in the sale of all the Property.

3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, DSL determines that the Initial Total Purchase Price exceeds the DSL Approved Value of the Property, the Initial Total Purchase Price will be reduced to the final DSL Approved Value of the Property (herein the "Final Adjusted Total Purchase Price"). Upon determination of the Final Adjusted Total Purchase Price, Trustees' Purchase Price and County's Purchase Price will be determined and adjusted in accordance with paragraph 3.A. If the Final Adjusted Total Purchase Price is less than 100% of the Initial Total Purchase Price originally stated in paragraph 3.A. because of the adjustment provided for in this paragraph 3.B., Purchasers shall notify Seller within 120 days after Purchaser's approval of this Agreement and Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and no party shall have any further obligations under this Agreement. If Seller elects to terminate this Agreement, Seller shall provide written notice to DSL and County of Seller's election to terminate this Agreement and refund Purchaser's Option Payment within 10 days after Seller's receipt of written notice from DSL of the Final Adjusted Total Purchase Price. If Seller fails to give Trustees and County a written notice of termination within the aforesaid time period from receipt of DSL's written notice, then Seller shall be deemed to have waived any right to terminate this Agreement based upon a reduction in the Initial Total Purchase Price.

4.A. ENVIRONMENTAL SITE ASSESSMENT. Purchaser, prior to the exercise of the option and at its sole cost and expense (to be divided equally between Trustees and County), may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by DSL to determine the existence or extent of Hazardous Materials on the Property, Purchaser, at its sole option may elect to extend the Option Expiration Date up to 60 days to conduct such procedures at the Purchaser's sole cost and expense (to be divided equally between Trustees and County). If this transaction fails to close for any reason provided for by the terms of this Agreement, other than breach, then Purchaser shall restore the Property to the condition in which it existed immediately prior to the environmental site assessment(s), notwithstanding whether this Agreement closes, Purchaser shall restore the property described in Exhibit "C" to the condition in which it existed immediately prior to the environmental site assessment(s). Additionally, Purchaser shall be liable for all damages arising from its presence on the Property for the conduct of environmental site assessments for which it is found legally responsible. (This is not intended to be a waiver of the County's rights of Sovereign Immunity

under Section 768.28 F.S.). For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B).

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement, receive a return of its Option Payment and no party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules or judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean up of Hazardous Materials exceed \$175,000.00, Seller may elect to terminate this Agreement, conditioned on a return to Purchaser by Seller of the Option Payment and no party shall have any further obligations under this Agreement. If Hazardous Materials placed on the Property subsequent to the environmental assessment and clean-up, if any, and prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing, delivery, and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws and at Seller's sole cost and expense.

Further, if no party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Purchaser, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Purchaser as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Seller shall save Purchaser harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

This Agreement shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

5. **SURVEY.** Purchaser may have the Property surveyed at its expense (to be divided equally between Trustees and County). If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. **TITLE INSURANCE.** Purchaser, at its sole cost (to be divided equally between Trustees and County) may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the Purchase Price to be paid to Seller, or Seller's designated agent, at closing. Seller warrants that any billboards and billboard structures on the property shall be removed prior to closing.

7. **DEFECTS IN TITLE.** If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Total Purchase Price by an amount mutually determined by the parties, (b) accept the title as it then is with no reduction in the Total Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, or (d) terminate this Agreement and receive a refund of the Option Payment, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply. Purchaser understands that a billboard and cattle grazing lease encumbers the Property. In addition to any other title defects Purchaser may require to be cured, Seller acknowledges that the billboard and cattle grazing lease must be released and terminated and the billboard and billboard structures removed prior to closing of this Agreement.

8. **INTEREST CONVEYED.** At closing, Seller shall execute and deliver to Trustees a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes, and in substantially the same form as attached hereto as Exhibit "B" conveying marketable title to the Trustees' portion of the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of Trustees and do not impair the marketability of the title to the Property, subject, however, to the reservation of a life estate for the life of Nola Boomer in that portion of the Property described on Exhibit "C." Provided, however, the legal description to be attached to the deed to the Trustees shall include, in its entirety the property described in Exhibit "C", and the southerly boundary of the Trustees portion of the Property shall be the full length of the property frontage on the Estero River as described in Exhibit "A". The conveyance to Trustees shall include a right to notice of the life tenant's intent to sell the life estate and an opportunity to negotiate the purchase of the life estate from life tenant if life tenant decides to sell or otherwise convey the life estate before the Trustees' remainder interest becomes possessory. Seller and Trustees agree that the reservation of the life estate shall include covenants on the life estate to preserve the value of the Trustees' remainder interest including prohibitions against commercial or industrial use of the life estate, subdivision of the life estate, planting of exotic plants, discharge of hazardous materials, dumping and other such activities as may be agreed by the parties. A form of covenants agreed to by Seller and Trustees is attached to this Agreement as Exhibit "D".

At closing, Seller shall execute and deliver to County a statutory warranty deed in accordance with the provisions of Section 689.02, Florida statutes, and in substantially the same form as attached hereto as Exhibit "E" (including restrictions, limitations and conditions attached as Exhibit "B" in the deed to the County), conveying marketable title to the County's portion of the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that are acceptable encumbrances in the sole discretion of County and do not impair the marketability of the title to the Property. Provided, however, the legal description to be attached to the deed to the County shall include the full length of the property frontage on Broadway as described in Exhibit "A".

The legal descriptions to be attached to the deeds to the Trustees and the County shall be mutually agreed upon by the Trustees and the County subsequent to the delivery of the survey referenced in paragraph 5 of this Agreement.

Notwithstanding the foregoing separation of title to portions of the Property between Trustees and County, Trustees and County agree that the state Division of Recreation and Parks shall provide uniform management of the Property, subject to the aforementioned life estate, notwithstanding that ownership is divided between Trustees and County in accordance with the provisions of that certain Acquisition Agreement between County and Trustees dated November 22, 2004.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Trustees a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Purchaser shall prepare the deeds described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements, and the title, possession and lien affidavit certified to Purchaser and title insurer and an environmental affidavit on DSL forms provided by DSL.

10. DSL REVIEW FOR CLOSING. Purchaser will approve or reject each item required for closing under this Agreement. If Purchaser rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or Purchaser rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Purchaser elects to terminate the Agreement and receive a refund of its Option Payment.

11. EXPENSES. Seller will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deeds described in paragraph 8. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property, but not including the life estate taxes and assessments on which shall remain the obligation of the life tenant. If Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Purchaser shall set the date, time and place of closing.

14. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to terminate this Agreement, receive a refund of its Option Payment and, thereupon, neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property except pursuant to a cattle lease and a billboard lease, which leases shall be terminated at closing. Seller warrants that there are no facts known to Seller materially affecting the value of the Real Property which are not readily observable by Purchaser or which have not been disclosed to Purchaser.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense within 60 days' after closing unless this requirement is waived by Purchaser in writing. If Purchaser has not waived the requirement to abandon wells on the Property, an amount equal to 125% of the estimate to abandon said wells shall be withheld at closing and delivered to Seller on due abandonment of the wells or paid over to the appropriate purchaser if Seller has not abandoned the wells within 60 days' after closing. Wells used by the life tenant for the residence on the life estate need not be abandoned during the term of the life estate.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris, but excluding horticultural debris, (hereafter, "trash and debris") from the Property to the satisfaction of Purchaser prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser may deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed \$5,000.00 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing. That structure known as the Garcia House (caretaker's house) shall be removed on or before December 31, 2006. In the event that the house has not been removed on or before December 31, 2006 or before the life estate becomes possessory in Purchaser, whichever event is the later, the Purchaser shall have no obligation to maintain, insure or otherwise preserve said structure.

15. **RIGHT TO ENTER PROPERTY AND POSSESSION.** Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Purchaser shall be liable for all damages arising from its presence on the Property under the provisions of this Agreement for which it is found legally responsible. (This is not intended to be a waiver of the County's right of Sovereign Immunity under Section 768.28 F.S.) Seller shall deliver possession of the Property to Trustees at closing, less and except the reserved life estate.

16. **ACCESS.** Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. **DEFAULT.** If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. **BROKERS.** Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. **RECORDING.** Purchaser may record this Agreement, or notice of it, in the appropriate county or counties. If this Agreement or any notice thereof is recorded and this Agreement is terminated under provisions of this Agreement allowing termination, then the parties shall record a notice of termination in the public records of Lee County, Florida.

20. **ASSIGNMENT.** No party may assign this Agreement without the prior written consent of the other parties.

21. **TIME.** Time is of the essence with regard to all dates or times set forth in this Agreement.

22. **SEVERABILITY.** If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. **SUCCESSORS IN INTEREST.** This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives and successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of Purchaser, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out portions of the Property affected by title defects unacceptable to Purchaser or which cannot be timely cured by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of Purchaser, and shall be subject to the final approval of Purchaser. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

25. **WAIVER.** Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. **AGREEMENT EFFECTIVE.** This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto and approved by or on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the Board of County Commissioners of Lee County, Florida.

27. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. **ADDENDUM.** Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. **NOTICE.** Whenever any party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. **SURVIVAL.** The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

IF THE SELLER DOES NOT EXECUTE THIS INSTRUMENT, ON OR BEFORE February 4, 2005, PURCHASER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. PURCHASER'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Donna Hayhom
Witness as to Seller NOLA BOOMER

NOLA BOOMER
SELLER
NOLA BOOMER

[Signature]
Witness as to Seller

2/4/05
Date signed by Seller
Phone No. 872-5041
8 a.m. - 5 p.m.

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 4th day of February, 2005, by NOLA BOOMER. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

[Signature]
Notary Public
[Signature]
(Printed, Typed or Stamped Name of Notary Public)
My Commission DD197980
Commission #00: Expires May 23, 2007
My Commission Expires: _____
8
Page

[Handwritten initials]

Barbara J. MacCormack
Witness as to Seller JOHN H. BOOMER

SELLER
John H. Boomer
JOHN H. BOOMER, individually and as Personal Representative of the Estate of Jorgine D. Boomer

Mel A. Kerner
Witness as to Seller

2/4/05
Date signed by Seller

Phone No. 207 833-5770
8 a.m. - 5 p.m.

STATE OF Maine)
COUNTY OF York)

The foregoing instrument was acknowledged before me this 4th day of February, 2005, by JOHN H. BOOMER, individually and as Personal Representative of the Estate of Jorgine D. Boomer. Such person(s) (Notary Public must check applicable box):

- Is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Barbara J. MacCormack
Notary Public

BARBARA J. MACCORMACK
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____
My Commission Expires: 9/12/05

[Handwritten initials]

PURCHASER

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA
BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

A.C. Phillips
Witness as to Trustees *Amy C. Phillips*
Sherry Johnson
Witness as to Trustees

By: *[Signature]*
NAME: Eva Armstrong
AS ITS: Director

3-17-05
Date signed by Purchaser

Approved as to Form and Legality

By: _____

Date: _____

APPROVED AS TO
FORM & LEGALITY
[Signature]
DEPARTMENT ATTORNEY
2.8.05

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this 17th day of March, 2005, by Eva Armstrong, Bureau of Land Acquisition, Division of State Lands, and Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He/She is personally known to me.

(NOTARY PUBLIC SEAL)

[Signature]
Notary Public
Sheryl P. Jones
(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____
My Commission Expires: _____



Sheryl P. Jones
MY COMMISSION # DD206102 EXPIRES
May 3, 2007
BONDED THRU TROY FAIN INSURANCE INC.

[Handwritten initials]

LEE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: *[Signature]*
(Chairman or Vice Chairman)
Date: 3/15/05

Attest: *[Signature]*
Deputy Clerk
Date: 3/15/05

APPROVED AS TO FORM AND LEGALITY:

By: *[Signature]*
Date: 3-15-05

John J. Fredyma, Asst. Co. Atty.
Lee County, Florida



[Handwritten initials]

EXHIBIT "A"
Page 1 of 2

(Strap #28-46-25-00-00038.0010)

Beginning at a point on the fractional line which is 310 feet West of the Southeast corner of the Northeast Quarter (NE 1/4), of the Northwest Quarter (NW 1/4), of the Southwest Quarter (SW 1/4), of Section 28, Township 46 South, Range 25 East, Lee County, Florida; thence East along the fractional line, a distance of 786.23 feet; thence South parallel to the Centerline of the Southwest Quarter (SW 1/4), a distance of 413 feet; thence West parallel to the Centerline of the Southwest Quarter (SW 1/4) a distance of 319.30 feet; thence South parallel to Centerline of Southwest Quarter (SW 1/4), a distance of 380 feet, more or less, to the Estero River; thence Westerly along the meanders of the Estero River, a distance of 500 feet, more or less, to a point which is South of the Point of Beginning, thence North parallel to the Centerline of the Southwest Quarter (SW 1/4), a distance of 785 feet, more or less, to the Point of Beginning.

(Strap # 28-46-25-01-00001.0010)

Blocks R, S, T, and U, Schulte South Tamiami Park, Plat Book 5, Page 33, Public Records of Lee County, Florida.;

And

(Strap# 28-46-25-00-00038.0020)

Beginning at the Northwest Corner of the Northwest 1/4 of the Southeast 1/4 of Section 28, Township 46 South, Range 25 East, Lee County, Florida; thence East 660 Feet; thence South 1,155 feet; thence West 660 feet; thence North to the Point of Beginning;

And

(Strap #28-46-25-00-00038.0000)

East three-quarters (E 3/4) of North half (N 1/2) of Southwest quarter (SW 1/4) of Section 28, Township 46 South, Range 25 East, Lee County, Florida;

And

Beginning at Northwest (NW) Corner of Southwest quarter (SW 1/4) of South Southwest quarter (SW 1/4) of said section; thence East 1930 feet; thence South to Estero River; thence Westerly along meanders of said River to West line of said section; thence North along the section line to the Point of Beginning.

Less

Beginning at a point on the fractional line which is 310 feet West of the Southeast corner of the Northeast Quarter (NE 1/4), of the Northwest Quarter (NW 1/4), of the Southwest Quarter (SW 1/4), of Section 28, Township 46 South, Range 25 East, Lee County, Florida; thence East along the fractional line, a distance of 786.23 feet; thence South parallel to the Centerline of the Southwest Quarter (SW 1/4), a distance of 413 feet; thence West parallel to the Centerline of the Southwest Quarter (SW 1/4) a distance of 319.30 feet; thence South parallel to Centerline of Southwest Quarter (SW 1/4), a distance of 380 feet, more or less, to the Estero River; thence

Exhibit "A"
Page 2 of 2

Westerly along the meanders of the Estero River, a distance of 500 feet, more or less, to a point which is South of the Point of Beginning, thence North parallel to the Centerline of the Southwest Quarter (SW ¼), a distance of 785 feet, more or less, to the Point of Beginning.

Less the Rights-of-way for Broadway Street, and US 41.

ESTERO BAY BUFFER PRESERVE
BOOMER PARCEL 1
Strap Nos 28-46-25-01-00001 0010
28-46-25-00-00038 0020
28-46-25-00-00038 0000

ESTERO BAY BUFFER PRESERVE
BOOMER PARCEL 2
Strap No. 28-46-25-00-00038 0010

Exhibit B

This Instrument Prepared By and
Please Return To:
(Enter Title Company or Attorney Preparing Documents and Address)

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this _____ day of _____, A.D. 2005, between NOLA BOOMER, JOHN H. BOOMER AND JOHN H. Boomer as Personal Representative of the Estate of JORGINE D. BOOMER, deceased, of the County of _____ in the State of _____, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantees,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Lee County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof. (see attached "Exhibit A" clarified for drafting purposes)

Property Appraiser's Parcel Identification Number: (Enter Tax ID Number)

Reserving unto Nola Boomer a life estate for her life in and to the following described land situate, lying and being in Lee County, Florida, to wit:

See Exhibit "C" attached to the Agreement to which this deed references and that will become Exhibit B to said deed" attached hereto and by reference made a part hereof, (clarified for drafting purposes)

Said reservation being subject to the restrictions, limitations and conditions attached hereto as Exhibit "D" attached to the Agreement to which this deed references and that will become Exhibit C to said deed". (clarified for drafting purposes)

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any

such interests that may have been terminated are not hereby re-imposed. This acquisition is being made by Grantee under the provisions of section 259.041, Florida Statutes.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

(SIGNATURE OF FIRST WITNESS)

NOLA BOOMER

(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS)

JOHN H. BOOMER, individually and as Personal Representative of the Estate of Jorgine D. Boomer, deceased

(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

(SIGNATURE OF FIRST WITNESS)

(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS)

(PRINTED, TYPED OR STAMPED
NAME
OF SECOND WITNESS)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this
day of _____, 2005, by NOLA BOOMER. Such person
(Notary Public must check applicable box):

- is personally known to me.
- produced a current driver license.
- produced as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.:

My Commission Expires:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this day of _____, 2005, by JOHN H. BOOMER, individually and as Personal Representative of the Estate of Jorgine D. Boomer. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a current driver license.
- produced as identification.

(NOTARY PUBLIC SEAL)

Notary Public

~~(Printed, Typed or Stamped Name of Notary Public)~~

Commission No.:

My Commission Expires: _____

Exhibit A to Trustee's Warranty Deed

The legal description to be attached to the deeds to the Trustees and the County shall be mutually agreed upon by the Trustees and the County subsequent to the delivery of the survey referenced in paragraph 5 of the Agreement to which this deed is attached.



Exhibit C

All that part of the South Half of Section 28, Township 46 South, Range 25 East, Lee County, Florida being more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of Section 28, Township 46 South, Range 25 East, Lee County, Florida; thence Run South 00°03'32" East, along the West line of said Southwest Quarter of Section 28, a distance of 662.65 feet, more or less, to the South line of the North Half of the North Half of Section 28, Township 46 South, Range 25 East; thence South 89°48'38" East along said South line, a distance of 1266.93 feet, more or less to the Point Of Beginning; and from said Point Of Beginning continue South 89°48'38" East, still along said South line, a distance of 662.89 feet; thence South 00°06'23" East, a distance of 341.21 feet; thence North 89°46'44" East, a distance of 1340.32 feet, more or less to a point on the Westerly right-of-way of U.S. 41 State Road 45; thence South 00°26'37" East, along said westerly right-of-way line of U.S. 41, a distance of 151.68 feet, more or less to a point on the North line of the South 165 feet of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 28, as previously conveyed; thence South 89°56'17" West, along said North line a distance of 641.56 feet, more or less, to a point on the North South Quarter Section line of said Section 28; thence South 00°04'26" East, along said North South Quarter Section line, a distance of 165.00 feet, more or less, to a point on the South line of the South Half of the Southwest Quarter of said Section 28; thence South 89°56'17" West, along said South line, a distance of 703.95 feet; thence South 00°02'38" East, a distance of 402.31 feet, more or less, to the mean high water line of the Estero River Department Of Environmental Mean High Water File 2590; thence (the following fifteen courses run along said mean high water line) North 54°18'38" West, a distance of 72.42 feet; thence North 66°05'29" West, a distance of 130.21 feet; thence North 52°22'31" West, a distance of 79.70 feet; thence North 50°58'47" West, a distance of 91.12 feet; thence North 59°05'22" West, a distance of 109.11 feet; thence North 72°10'20" West, a distance of 117.38 feet; thence North 83°13'24" West, a distance of 52.98 feet; thence North 76°48'06" West, a distance of 77.60 feet; thence South 82°44'50" West, a distance of 33.66 feet; thence North 54°20'19" West, a distance of 12.67 feet; thence South 64°43'05" West, a distance of 83.51 feet; thence South 42°13'16" West, a distance of 61.49 feet; thence South 86°43'05" West, a distance of 89.49 feet; thence North 55°49'51" West, a distance of 121.69 feet; thence North 66°24'51" West, a distance of 65.85 feet; thence North 29°50'32" East, leaving said mean high water line, a distance of 30.00 feet; thence North 03°33'00" West, a distance of 102.10 feet; thence North 05°53'40" East, a distance of 107.08 feet; thence North 26°43'52" East, a distance of 86.47 feet; thence North 43°05'47" East, a distance of 58.93 feet; thence North 15°34'05" East, a distance of 182.21 feet; thence North 51°10'47" East, a distance of 318.96 feet to the Point of Beginning.

Boomer Life Estate
For Contract Purposes Only

Exhibit D
Restrictive Covenants

The life estate reserved herein shall be subject to the following covenants. The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida or its successor shall have the sole right to enforce the provisions of these covenants. All references herein to the Board of Trustees shall include the Board of Trustees and its successors. Enforcement of the terms of these covenants shall be at the discretion of the Board of Trustees, and any forbearance by the Board of Trustees to exercise its rights under these covenants in the event of any breach of any term of these covenants by life tenant shall not be deemed or construed to be a waiver by the Board of Trustees of such term or of any subsequent breach of the same or any other term of these covenants or of any of the Board of Trustees' rights under these covenants. No delay or omission by the Board of Trustees in the exercise of any right or remedy upon any breach by life tenant shall impair such right or remedy or be construed as a waiver.

1. The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is hereby granted a right to notice of intent to sell. The terms of this right are such that if the life tenant intends to sell the life estate, or any interest therein or portion thereof, the life tenant shall deliver to the Board of Trustees notice of such intent, and shall, in good faith, afford the Board of Trustees an opportunity to negotiate the acquisition of the life estate, or such portion thereof or interest therein that life tenant intends to sell. If the Board of Trustees desires to negotiate the acquisition of the life estate, or such portion thereof or interest therein, the Board of Trustees shall so notify the life tenant within 30 days after receipt of life tenant's notice of intent. If life tenant and the Board of Trustees are unable, in good faith to agree to terms of an acquisition of the life estate, or such interest therein or portion thereof as applicable, within 120 days thereafter, life tenant may sell the life estate free of the right granted herein, subject always to the Board of Trustees remainder interest in the Property. Provided, however, that closing on such sale of the life estate shall occur within one year of the date of the life tenant's notice to the Board of Trustees. If the life estate, or such portion thereof or interest therein as is applicable, has not sold within one year after the Board of Trustees' notice to life tenant that the Board of Trustees does not intend to negotiate acquisition of the life estate or within one year after failure to reach agreement to terms of an acquisition of the life estate, then any intent to sell the life estate thereafter shall require renewed notice to the Board of Trustees. The right or notice granted herein applies to the original life tenant and to said original life tenant's successors and assigns.
2. No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the land subject to the life estate.
3. There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, linerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a grant or reservation or other form of ownership of or interest in or control over or right to such substances on or under the land subject to the life estate.

4. There shall be no dredging of canals, construction of dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the land subject to the life estate of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the land subject to the life estate that would be detrimental to water purity or that could alter natural water level or flow in or over the land subject to the life estate. During the term of the life estate reserved by Nola Boomer, this restriction shall not prohibit the use of the water well(s) presently existing on the lands subject to said life estate as described in Exhibit "B" of this Warranty Deed or to prohibit the drilling or use of water well(s) as required in the future to replace said existing water well(s) on said lands.

5. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The life tenant shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the land subject to the life estate. Life tenant hereby grants to the Board of Trustees the right, in the Board's sole discretion and at the Board's expense, to develop and implement an exotic plant removal plan for the eradication of exotics or non-native plants on the land subject to the life estate. Under no circumstances, shall this right conveyed to the Board of Trustees be construed to diminish the life tenant's responsibilities under this paragraph or as an obligation of the Board of Trustees.

6. There shall be no commercial or industrial activity, or ingress, egress or other passage across or upon the land subject to the life estate in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations, confined animal feed lot operations, timbering or other agricultural activities, or commercial water wells.

7. There shall be no subdivision of the land subject to the life estate.

8. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the land subject to the life estate.

9. Life tenant shall maintain the roofs, doors, floors, steps, windows, exterior walls, foundations, all other structural components, major appliances and heating, cooling, electrical and plumbing systems on all improvements on the land subject to the life estate in good working order and repair and in the same condition as exists on the date of this grant, normal wear and tear excepted.

10. Life tenant retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the life estate, including the payment of all taxes and assessments attributed to the life estate and maintenance of adequate comprehensive general liability coverage.

11. Any general rule of construction to the contrary notwithstanding, these covenants shall be liberally construed in favor of their purpose to protect the conservation value of the remainder interest owned by the Board of Trustees in the lands subject to the life estate. If any provision of these covenants is found to be ambiguous, an interpretation consistent with the purpose of the covenants that would render the provision valid shall be favored over any interpretation that would render it invalid.

MAPB

Exhibit E

This Instrument Prepared By and
Please Return To:
(Enter Title Company or Attorney Preparing Documents and Address)

**WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)**

THIS INDENTURE, made this _____ day of _____, A.D. 2005, between NOLA BOOMER, JOHN H. BOOMER, individually, AND John H. Boomer as Personal Representative of the Estate of JORGINE D. BOOMER, deceased, of the County of _____ in the State of _____, Grantor, and LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, whose post office address is Post Office Box 398, Fort Myers, FL 33902-0398, Grantee,

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders).

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's successors and assigns forever, the following described land situate, lying and being in Lee County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: (Enter Tax ID Number)

Said conveyance being subject to the restrictions, limitations and conditions attached hereto as Exhibit "B", incorporated herein by reference.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the Grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

(SIGNATURE OF FIRST WITNESS)

NOLA BOOMER

(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS)

JOHN H. BOOMER, individually and as Personal Representative of the Estate of Jorgine D. Boomer, deceased

(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

(SIGNATURE OF FIRST WITNESS)

(PRINTED, TYPED OR STAMPED NAME OF FIRST WITNESS)

(SIGNATURE OF SECOND WITNESS)

(PRINTED, TYPED OR STAMPED NAME OF SECOND WITNESS)

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this
day of _____, 2005, by NOLA BOOMER. Such person
(Notary Public must check applicable box):

[] is personally known to me.
[] produced a current driver license.
[] produced as identification.

(NOTARY PUBLIC SEAL) _____ Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.:

My Commission Expires:

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this
day of _____, 2005, by JOHN H. BOOMER,
individually and as Personal Representative of the Estate of
Jorgine D. Boomer. Such person (Notary Public must check
applicable box):

[] is personally known to me.
[] produced a current driver license.
[] produced as identification.

(NOTARY PUBLIC SEAL) _____ Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.:

My Commission Expires:

Exhibit A to County's Warranty Deed

The legal description to be attached to the deeds to the Trustees and the County shall be mutually agreed upon by the Trustees and the County subsequent to the delivery of the survey referenced in paragraph 5 of the Agreement to which this deed is attached.

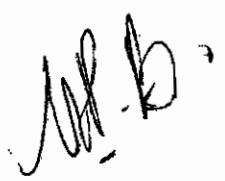


Exhibit "B" to County's Warranty Deed

Restrictions, Limitations and Conditions

The property described herein ("Property") and conveyed hereby shall be subject to the following covenant and restrictions: Lee County (hereafter, "the County"), as Grantee of this Deed, by acceptance of this Deed, agrees that the Property described herein is being acquired by the County for purposes of preservation in accordance with the County's land conservation program and in accordance with that certain Acquisition Agreement between Lee County, the Division of State Lands of the Florida Department of Environmental Protection as agent for the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the Division of Recreation and Parks (said Acquisition Agreement being executed by Lee County on October 26, 2004, and by said Division of State Lands and said Division of Recreation and Parks on November 22, 2004). The County further agrees, by acceptance of this Deed, that the covenants herein set forth are consistent in all respects with said conservation program. Nola Boomer ("N. Boomer"), or her successor or assigns, John Boomer ("J. Boomer"), individually and as Personal Representative of the Estate of Jorgine Boomer, or his successor or assigns, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trustees") or its successor, and Lee County ("County"), a political subdivision of the State of Florida shall have the sole right to enforce the provisions of these covenants. All references herein to N. Boomer, J. Boomer, Trustees, or County shall include said parties or their successors and assigns. Enforcement of the terms of this Easement shall be at the discretion of N. Boomer, J. Boomer, Trustees, or County, or any forbearance by N. Boomer, J. Boomer, Trustees, or County to exercise their rights under these covenants in the event of any breach of any term of these covenants shall not be deemed or construed to be a waiver by N. Boomer, J. Boomer, Trustees, or County of such term or of any subsequent breach of the same or any other term of these covenants or of any of the rights of N. Boomer, J. Boomer, Trustees, or County under these covenants. No delay or omission by N. Boomer, J. Boomer, Trustees, or County in the exercise of any right or remedy upon any breach of any term of these covenants shall impair such right or remedy or be construed as a waiver.

1. No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by Federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

2. There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances, under and by virtue of the authority of a

grant or reservation or other form of ownership of or interest in or control over or right to such substances on or under the Property, except for purposes of public necessity.

3. There shall be no dredging of canals, filling, excavation or alteration of the surface of the Property, no removal of soil or minerals, construction of dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could detrimentally alter natural water level or flow in or over the Property.

4. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantee under this Deed, and its successor and assigns shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. No standing timber may be cut or removed from the Property for commercial purposes.

5. There shall be no commercial or industrial activity upon the Property, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations, confined animal feed lot operations, timbering or other agricultural activities, commercial water wells, quarrying, mining, or landfill.

6. There shall be no subdivision of the Property, except for purposes of public necessity.

7. There shall be no commercial billboards erected or displayed on the Property.

8. There shall be no hunting or trapping upon the Property, except for purposes of public necessity.

9. Any general rule of construction to the contrary notwithstanding, these covenants shall be liberally construed in favor of their purpose to protect the conservation value of the Property. If any provision of these covenants is found to be ambiguous, an interpretation consistent with the purpose of the covenants that would render the provision valid shall be favored over any interpretation that would render it invalid.

The above restrictions, limitations, and conditions notwithstanding, the Property is being acquired for public use and enjoyment, for preservation, conservation, passive recreation and educational purposes.

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Exhibit A to County's Warranty Deed

The legal description to be attached to the deeds to the Trustees and the County shall be mutually agreed upon by the Trustees and the County subsequent to the delivery of the survey referenced in paragraph 3 of the Agreement to which this deed is attached.



**ADDENDUM
DISCLOSURE STATEMENT
(INDIVIDUAL)**

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Bruce W. Bergen, Esq.	62 Portland Rd. Kennebunk, ME 04043	Attorney for Seller	unknown
James Humphrey, Esq.	P.O. Box 1567 Fort Myers, FL 33902	Attorney for Seller	unknown
Guy R. Strayhorn, Esq.	P.O. Box 1288 Fort Myers, FL 33902	Attorney for Seller	unknown
Michael Maxwell, MAI, SRA	12600-1 World Plaza Lane Bldg 63 Ft. Myers, FL 33907	Appraiser for Seller	unknown

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
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Non-Applicable

SELLER

NOLA BOOMER

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Page



**ADDENDUM
DISCLOSURE STATEMENT
(INDIVIDUAL)**

The following Disclosure Statement is given in compliance with Sections 375.031(1) and 380.08(2), Florida Statutes. The Seller states as follows:

1) That to the best of the Seller's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: (If non-applicable, please indicate "None" or "Non-Applicable")

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
Guy M. Strayhorn, Esq.	2125 First St., Suite 200 Fort Myers, FL 33901	Legal Fees	Not yet known
James T. Humphrey, Esq.	Fowler, White Boggs & Banker 2201 Second St., 5 th Floor PO Box 1567 Fort Myers, FL 33901	Legal Fees	Not yet known
* Bruce W. Bergen, Esq.	Bergen & Parkinson 62 Portland Road Kennebunk, ME 04043	Legal Fees	Not yet known

2) That to the best of the Seller's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of Seller) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")


<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
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NONE

*
Maxwell & Hendry
Valuation Services, Inc.

12800 - 1 World Plaza Lane
Building #63
Fort Myers, FL 33907

Appraisal Fees Not yet known

SELLER

JOHN H. BOOMER,
individually

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

Before me, the undersigned authority, personally appeared JOHN H. BOOMER, ("affiant"), this 4th day of February, 2005, who, first being duly sworn, deposes and says:

1) That affiant is the Personal Representative and sole beneficiary of the Estate of Jorgine D. Boomer, deceased, as "Seller", whose address is 16 McMaster Lane, Orrs Island, ME 04066, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by Seller to make this affidavit on Seller's behalf. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, and subject to the penalties prescribed for perjury, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
John Boomer	16 McMaster Lane Orrs Island, ME 04066	100%

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the

Property are:

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>		<u>Amount</u>
Guy M. Strayhorn, Esq.	2125 First St, Suite 200 Fort Myers, FL 33901	Legal Fees	Not yet known	
James T. Humphrey, Esq.	Fowler, White Boggs & Banker 2201 Second St., 5 th Floor PO Box 1567 Fort Myers, FL 33901	Legal Fees	Not yet known	
Bruce W. Bergen, Esq.	Bergen & Parkinson 62 Portland Road Kennebunk, ME 04043	Legal Fees	Not yet known	
Maxwell & Hendry Valuation Services, Inc.	12800 - 1 World Plaza Lane Building #63 Fort Myers, FL 33907	Appraisal Fees	Not yet known	

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
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NONE

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

FURTHER AFFIANT SAYETH NOT.



JOHN H. BOOMER, Personal Representative and sole beneficiary of the Estate of Jorgine D. Boomer, deceased
AFFIANT

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jw.doc

STATE OF Maine,
COUNTY OF York

SWORN TO and subscribed before me this 4th day of February, 2005, by JOHN H. BOOMER, Personal Representative and sole beneficiary of the Estate of Jorgine D. Boomer, deceased.. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced _____ as identification.

(NOTARY PUBLIC SEAL)

Barbara J. MacCormack
 Notary Public
BARBARA J. MACCORMACK
 (Printed, Typed or Stamped Name of
 Notary Public)
 Commission No.: _____
 My Commission Expires: 9/12/05

J.R.B.

**ADDENDUM
(IMPROVEMENTS/PURCHASER)**


A. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This notice is being provided in accordance with Section 404.056(8), Florida Statutes. Purchaser may, at its sole cost and expense, have the buildings that will remain on the Property inspected and tested for radon gas or radon progeny by a qualified professional properly certified by the Florida Department of Health and Rehabilitative Services. If radon gas or radon progeny is discovered, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement and receive a refund of its Option Payment, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

B. Wood Destroying Organisms Inspection Report Purchaser may, at its sole cost and expense, obtain a Wood Destroying Organisms Inspection Report made by a state licensed pest control firm showing the buildings that are to remain on the Property to be visibly free of infestation or damage by termites or other wooddestroying pests. If the report shows such infestation or damage, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement and receive a refund of its Option Payment, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

C. Maintenance of Improvements. Seller shall, unless not required by Purchaser, maintain the roofs, doors, floors, steps, windows, exterior walls, foundations, all other structural components, major appliances and heating, cooling, electrical and plumbing systems on all improvements that will remain on the Property in good working order and repair up to the date of closing. Purchaser may, at its expense, have inspections made of said items by licensed persons dealing in the repair and maintenance thereof. If the inspection reveals that any of the improvements that will remain on the Property are in need of repair, Purchaser shall have the option to either: (a) accept the Property as it then is with no reduction in the Purchase Price or (b) terminate this Agreement and receive a refund of its Option Payment, thereupon releasing Purchaser and Seller from all further obligations under this Agreement.

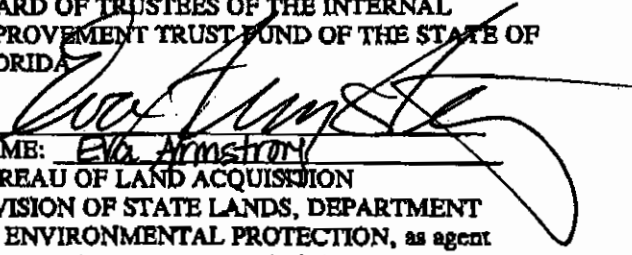
SELLER

PURCHASER


JOHN H. BOOMER
Individually and as Personal
Representative of the Estate of
Of Jorgine D. Boomer, deceased

Date signed: 2/4/05

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA

By: 
NAME: Eva Armstrong
BUREAU OF LAND ACQUISITION
DIVISION OF STATE LANDS, DEPARTMENT
OF ENVIRONMENTAL PROTECTION, as agent
for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund
of the State of Florida

3-17-05
Date signed by Purchaser

J.H.B

This Instrument Prepared By and
Please Return To:
Joseph R. Boyd, Esquire
Tallahassee Title Group, LLC
1407 Piedmont Drive East
Tallahassee, Florida 32308



INSTR # 6914162
OR BK 04817 Pgs 1556 - 1560; (5pgs)
RECORDED 07/27/2005 02:06:01 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 44.00
DEED DOC 50,750.00
DEPUTY CLERK T Baer

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 27th day of July, A.D. 2005,
between NOLA P. BOOMER and JOHN H. BOOMER Individually, and
JOHN H. BOOMER as Personal Representative of the Estate of JORGINE
D. BOOMER, deceased, whose address is Nola Boomer: P.O. Box 20, Fowler's
Mill Road, Chocorua, NH 03817 and John H. Boomer: 16 McMaster Lane, Otis
Island, ME 04066, grantor, and the LEE COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA, whose post office address is
Post Office Box 398, Fort Myers, Florida 33902-0398, grantee,

(Whoever used herein the terms "grantor" and "grantee" include all the parties to
this instrument and their heirs, legal representatives, successors and assigns.
"Grantor" and "grantee" are used for singular and plural, as the context requires
and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable
considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained
and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in
Lee County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 28462500000380020, 28462501000010010,
28462500000380010, and 28462500000380000.

17X
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Said conveyance being subject to the restrictions, limitations, and conditions attached hereto as Exhibit "B", incorporated
herein by reference.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such
interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is
defined under Florida law.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of
all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in
the presence of:

NOLA P. BOOMER

(Signature of first witness)

Guy R. Strouhaire
(Printed, typed or stamped name of
first witness.)

(Signature of second witness)

Bruce W. Bergen
(Printed, typed or stamped name of
second witness)

JOHN H. BOOMER, Individually, and as Personal
Representative of the Estate of Jorgine D. Boomer, deceased

Bruce W. Bergen
(Signature of first witness)

Bruce W. Bergen
(Printed, typed or stamped name of
first witness.)

(Signature of second witness)

Guy R. Strouhaire
(Printed, typed or stamped name of
second witness)

A 6(a)
05-03-05

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of July, 2005, by NOLA P. BOOMER. Such person(s) (Notary Public must check applicable box):

is personally known to me.
produced a current driver license.
produced _____ as identification.

(SEAL)

Michele Adams
Notary Public
MICHELE ADAMS
(Printed, Typed or Stamped Name of Notary Public
Commission No.: 00101342
My Commission Expires: 7/18/06



STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of July, 2005, by JOHN H. BOOMER, Individually and as Personal Representative of the Estate of Jorgine D. Boomer. Such person(s) (Notary Public must check applicable box):

is personally known to me.
 produced a current driver license.
produced _____ as identification.

(SEAL)

Michele Adams
Notary Public
MICHELE ADAMS
(Printed, Typed or Stamped Name of Notary Public
Commission No.: 00101342
My Commission Expires: 7/18/06



Acquisition approved by the Lee County Board
of Commissioners action on May 3, 2005
and accepted on behalf of the board by _____
J. Keith Green on July 27, 2005
in accordance with Florida Statute 64A
B.S. # 20050700

APPROVED AS TO FORM

John J. Fredyma
JOHN J. FREDYMA
ASSISTANT COUNTY ATTORNEY
LEE COUNTY, FLORIDA

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00000001_000

Exhibit "A"

A parcel of land lying in Section 28, Township 46 South, Range 25 East, Lee County, Florida, more particularly described as follows:

Commencing at the West Quarter corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida, run S 00°42'08" E along the west line of said section 43.20 feet to a ¼" iron rod with a plastic cap stamped "SMT LB 6627" marking the intersection with the southerly right-of-way line of Broadway Avenue, and the Point of Beginning; thence S 89°56'19" E along said right-of-way line 3218.76 feet to a ¼" iron rod with a plastic cap stamped "SMT LB 6627" marking the intersection with the westerly right-of-way line of State Route #41; thence along said line 214.92 feet along the arc of a non-tangential curve concave to the west having a radius of 1569.02 feet, a central angle of 7°50'55", and a chord of 214.76 feet, bearing S 05°00'00" E, to a 6" X 6" concrete monument with "SRD R/W" scribed in the east side and an "X" in the top and a point of tangency; thence S 01°04'33" E, 13.80 feet to a ¼" iron rod with a plastic cap stamped "SMT LB 6627"; thence N 88°55'27" E, 36.00 feet to a ¼" iron rod with a plastic cap stamped "SMT LB 6627"; thence S 01°04'33" E, 635.76 feet to a ¼" iron rod with a plastic cap stamped "SMT LB 6627"; thence S 89°09'20" W, 1246.92 feet to a ¼" iron rod with a plastic cap stamped "SMT LB 6627"; thence N 00°43'47" W, 540.69 feet to a ¼" iron rod with a plastic cap stamped "SMT LB 6627"; thence S 89°33'58" W, 2027.65 feet to a ¼" iron rod with a plastic cap stamped "SMT LB 6627" on the west line of said Section 28; thence N 00°42'08" W along said west line 359.27 feet to the Point of Beginning.

Subject to a 100 foot-wide Ingress and Egress easement, more particularly described as follows:

COMMENCING at the West Quarter corner of Section 28, Township 46 South, Range 25 East, Lee County, Florida; run S 00° 42' 08" E along the west line of said section 43.20 feet to a ¼ " iron rod with a plastic cap stamped "SMT LB 6627" marking the intersection with the southerly right-of-way line of Broadway Avenue and the POINT OF BEGINNING; thence S 00° 42' 08" E, 359.27 feet to a ¼ " iron rod with a plastic cap stamped "SMT LB 6627"; thence N 89° 33' 58" E, 100 feet; thence N 00° 42' 08" W, 358.41 feet to said southerly right-of-way line; thence N 89° 56' 19" W, 100.01 feet to the POINT OF BEGINNING.

Estero Bay/Boomer
Lee County Parcel
Lee County

BSM APPROVED
By *[Signature]* Date *7/25/25*

Exhibit "B" to County's Warranty Deed

Restrictions, Limitations and Conditions

The property described herein ("Property") and conveyed hereby shall be subject to the following covenant and restrictions: Lee County (hereafter, "the County"), as Grantee of this Deed, by acceptance of this Deed, agrees that the Property described herein is being acquired by the County for purposes of preservation in accordance with the County's land conservation program and in accordance with that certain Acquisition Agreement between Lee County, the Division of State Lands of the Florida Department of Environmental Protection as agent for the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the Division of Recreation and Parks (said Acquisition Agreement being executed by Lee County on October 26, 2004, and by said Division of State Lands and said Division of Recreation and Parks on November 22, 2004). The County further agrees, by acceptance of this Deed, that the covenants herein set forth are consistent in all respects with said conservation program. Nola Boomer ("N. Boomer"), or her successor or assigns, John Boomer ("J. Boomer"), individually and as Personal Representative of the Estate of Jorgine Boomer, or his successor or assigns, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trustees") or its successor, and Lee County ("County"), a political subdivision of the State of Florida shall have the sole right to enforce the provisions of these covenants. All references herein to N. Boomer, J. Boomer, Trustees, or County shall include said parties or their successors and assigns. Enforcement of the terms of this Easement shall be at the discretion of N. Boomer, J. Boomer, Trustees, or County, or any forbearance by N. Boomer, J. Boomer, Trustees, or County to exercise their rights under these covenants in the event of any breach of any term of these covenants shall not be deemed or construed to be a waiver by N. Boomer, J. Boomer, Trustees, or County of such term or of any subsequent breach of the same or any other term of these covenants or of any of the rights of N. Boomer, J. Boomer, Trustees, or County under these covenants. No delay or omission by N. Boomer, J. Boomer, Trustees, or County in the exercise of any right or remedy upon any breach of any term of these covenants shall impair such right or remedy or be construed as a waiver.

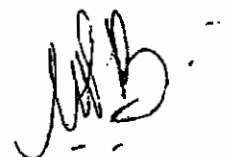
1. No soil, trash, liquid or solid waste (including sludge), or unsightly, offensive, or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including, but not limited to, those as now or hereafter defined by Federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants shall be dumped or placed on the Property.

2. There shall be no exploration for and extraction of oil, gas, minerals, peat, muck, marl, limestone, limerock, kaolin, ~~fuller's earth, phosphate, common clays,~~ gravel, shell, sand and similar substances, under and by virtue of the authority of a

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grant or reservation or other form of ownership of or interest in or control over or right to such substances on or under the Property, except for purposes of public necessity.

3. There shall be no dredging of canals, filling, excavation or alteration of the surface of the Property, no removal of soil or minerals, construction of dikes, manipulation of natural water courses, or disruption, alteration, pollution, depletion, or extraction on the Property of existing surface or subsurface water flow or natural water sources, fresh water lakes, ponds and pond shores, marshes, creeks or any other water bodies, nor any activities or uses conducted on the Property that would be detrimental to water purity or that could detrimentally alter natural water level or flow in or over the Property.

4. There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantee under this Deed, and its successor and assigns shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. No standing timber may be cut or removed from the Property for commercial purposes.

5. There shall be no commercial or industrial activity upon the Property, or ingress, egress or other passage across or upon the Property in conjunction with any commercial or industrial activity including but not limited to swine, dairy and poultry operations, confined animal feed lot operations, timbering or other agricultural activities, commercial water wells, quarrying, mining, or landfill.

6. There shall be no subdivision of the Property, except for purposes of public necessity.

7. There shall be no commercial billboards erected or displayed on the Property.

8. There shall be no hunting or trapping upon the Property, except for purposes of public necessity.

9. Any general rule of construction to the contrary notwithstanding, these covenants shall be liberally construed in favor of their purpose to protect the conservation value of the Property. If any provision of these covenants is found to be ambiguous, an interpretation consistent with the purpose of the covenants that would render the provision valid shall be favored over any interpretation that would render it invalid.

The above restrictions, limitations, and conditions notwithstanding, the Property is being acquired for public use and enjoyment, for preservation, conservation, passive recreation and educational purposes.

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