

ORDINANCE No. 98- 8

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH
AUTHORIZING THE PURCHASE OF 8LL4 (MOUND HOUSE);
PROVIDING AUTHORITY; AUTHORIZING THE PURCHASE OF
8LL4 AND EFFECTIVE DATE.

IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH AS
FOLLOWS:

SECTION 1. Authority. This Ordinance is enacted pursuant to the provisions of
Chapter 95-494, Laws of Florida, Chapter 166, Florida Statutes, and other applicable
provisions of law.

SECTION 2. Authorizing The Purchase Of 8LL4. The Town Manager is
authorized and directed to make the additional deposit required under the attached
contract for the purchase of the Mound House and is directed to consummate the
purchase under the contract's terms.

SECTION 3. Effective Date. This ordinance shall become effective immediately
upon its adoption.

The foregoing ordinance was enacted by the Town Council upon a motion by
Council Member Murphy and seconded by Council Member
Hughes and, upon being put to a vote, the result was as follows:

Anita T. Cereceda aye

Daniel Hughes aye

John Mulholland aye

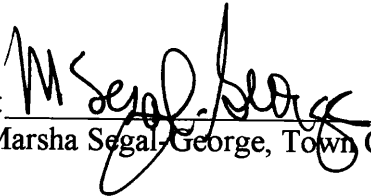
Garr Reynolds aye

Ray Murphy aye

DULY PASSED AND ENACTED this 21st day of August, 1998.

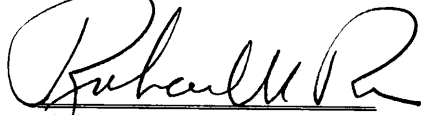
ATTEST:

TOWN OF FORT MYERS BEACH

By: 
Marsha Segal-George, Town Clerk

By: 
Anita T. Cereceda, Mayor

Approved as to form by:


Richard V.S. Roosa, Town Attorney

Date Prepared: June 15, 1998

PARTIES: THE TRUST FOR PUBLIC LAND, a California not for profit corporation ("D")
and ELIZABETH C. MEYER, as Personal Representative of Estate of Florence C. Long, Deceased ("S")
herby agree that Seller shall sell and Buyer shall buy the following real property ("Real Property") and personal property ("Personal Property") (collectively, "Property") on the terms and conditions of this Contract For Sale And Purchase ("Contract"), which includes any Riders attached hereto.

1. DESCRIPTION OF PROPERTY:

A. TAX FOLIO #: 29-46-24-472-00146-0010B. LEGAL DESCRIPTION OF REAL PROPERTY: See attached legal description (the Property)C. STREET ADDRESS: 289 Connecticut AvenueCity: Ft. Myers Beach, Florida

D. PERSONALITY: (included in this sale are all fixtures including, but not limited to: antennae; fans; central and room A/Cs and heating units; all other electrical, plumbing, mechanical systems; and interior and exterior lighting fixtures, as presently attached to the Real Property.)

NO PERSONAL PROPERTY IS INCLUDED

2. PURCHASE PRICE AND METHOD OF PAYMENT:

A. PURCHASE PRICE

B. DEPOSIT to be held in escrow by SUNBELT TITLE ("Escrow Agent") \$ 1,000,000.00

1. Initial Deposit

\$ 1,000.002. Additional Deposit due within 60 days after Effective Date\$ 49,000.00

3. Total Deposit ("Deposit")

\$ 50,000.00

C. FINANCING as a percentage of the purchase price (%): or dollar amount (\$) to be provided by (please check as applicable):

☐ 1. New third party conventional mortgage loan☐ a. first, or ☐ second mortgage☐ b. fixed rate, ☐ adjustable/variable rate☐ c. fixed or adjustable/variable rate

c. Term: _____ years

☐ 2. New third party FHA or VA loan (see FHA/VA Rider)☐ 3. Assumption of existing mortgage(s) (see Financing Rider)☐ 4. Seller financing (see Financing Rider)☐ 5. Other: _____

D. OTHER TERMS:

E. BALANCE TO CLOSE. In U.S. Dollars in cashier's checks issued by local financial institutions or in certified checks certified by local financial institutions, with adjustments and prorations.

~~FINANCING: If a portion of the Purchase Price is to be financed by a third party loan described in Paragraph 2.C. (1) or 2.C. (2) ("Loan"), Buyer shall obtain the Loan and the expense of the prevailing interest rate and loan costs. Buyer agrees: (a) to apply for the Loan within five (5) days after the Effective Date; (b) to obtain the Loan within a reasonable time after the Effective Date; (c) thereafter, to meet the terms and conditions of the Loan; and (d) to obtain a written commitment for the Loan within 45 days after the Effective Date. This Contract shall be automatically cancelled (unless Seller grants a written extension, which shall not exceed an additional 45 days) if Buyer fails to obtain the Loan within the time specified. If Buyer obtains the Loan, the Deposit shall be returned to Buyer, and Buyer and Seller shall be relieved, as to each other, of all obligations under this Contract.~~

4. ACCEPTANCE; FACSIMILE; EFFECTIVE DATE: If this offer is not executed by and delivered to all parties on or before July 10, 1998, the Deposit will, at Buyer's option, be returned to Buyer and this offer withdrawn. Facsimile copies of this Contract, signed and initialed in counterpart, shall be considered for all purposes, including delivery, as originals. The "Effective Date" of this Contract will be: (a) the date when the last one of the Buyer and Seller has signed this offer, if changes in this offer (after signature) have been made and initiated by the parties; the date when the last one of the Buyer and Seller has initiated those changes.

5. DATE AND PLACE OF CLOSING: This transaction shall close on see addendum, unless extended by provisions of this Contract ("Closing"), at the office of Seller's attorney if said office is located in the county in which the Property is located. If a portion of the Purchase Price is to be derived from institutional financing, the requirements of the institution as to place, time of day, and procedures for Closing and for disbursement of monies proceeds shall control, anything in this Contract to the contrary notwithstanding. However, the institution shall not have the right to delay the Closing.

6. SPECIAL CLAUSES:

7. RIDERS: (Check applicable Riders which are attached to this Contract):

☐ 1. Association Rider☐ 2. FHA/VA Rider☒ 3. Latent Defect Rider☐ 4. Financing Rider☐ 5. Interest Bearing Escrow Rider☒ 6. "As Is" Rider☐ 7. Miscellaneous Clauses Rider☐ 8. Coastal Construction Control Line Rider☒ 9. Other see addendum

8. EVIDENCE OF TITLE:

A. DEFINED: Evidence Of Title shall be defined as:

(1) AN EXISTING ABSTRACT OF TITLE, prepared by a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm), purporting to accurately synopsize of the instruments affecting the title to the Real Property recorded in the public records of the county wherein the Real Property is located, which shall commence with the public records ("Abstract"); or

(2) IF AN EXISTING ABSTRACT OF TITLE IS NOT AVAILABLE, Seller shall provide an existing or prior owner's title insurance policy qualified for use as a title base for release of coverage of Real Property at the Purchase Price ("Prior Policy") together with copies of all exceptions thereto and, at Seller's option, either: (a) an abstract continuation from the effective date of the Prior Policy; or (b) a computer title search printout and name search printout, from the effective date of the Prior Policy and certified to Buyer's closing agent, together with copies of all documents reflected in the Prior Policy and in the computer searches; or

(3) IF NEITHER (1) NOR (2) IS AVAILABLE, Seller shall provide, at Seller's option, either: (a) alternative title evidence acceptable to Buyer's closing agent, or (b) a standard title insurance commitment issued by a Florida licensed title insurance company, which shall be discharged by Seller at or before Closing. If Seller provides a title insurance commitment, Buyer shall pay the premium for the owner's title insurance policy.

U. C. DELIVERY, EXAMINATION, MARKETABILITY: Evidence Of Title shall be certified or brought current through a chain not more than 30 days prior to Closing. Evidence Of Title shall show a marketable record in Seller, in accordance with current title standards adopted by the Florida Bar, subject only to those title exceptions permitted by this Contract or which shall be discharged by Seller before Closing. At Closing, Seller shall convey to Buyer a marketable title of title to Buyer at least 15 days prior to Closing and if Evidence Of Title not received by Buyer as required, Buyer shall have up to 15 days from date of receipt of Evidence Of Title to examine same. Buyer shall examine Evidence Of Title within 15 days after receipt thereof, and shall, within the same 15 day period, notify Seller in writing of any title defects. If any title defects render the title unmarketable, Seller shall use diligent effort to cure such defects (including bringing of necessary lawsuits) within 90 days from receipt of such notice. If Seller shall fail to cure such defects within the 90 day period, Buyer shall have the option of: (1) accepting the same, or demanding a refund of the Deposit, in which case, the Deposit shall forthwith be returned to Buyer, and Buyer and Seller shall be relieved, as to each other, of all obligations under this Contract Closing. The Evidence Of Title shall become the property of Buyer.

9. RESTRICTIONS AND EASEMENTS; BUILDING AND ZONING: (A) Buyer shall take title subject to: (1) zoning restrictions imposed by governmental authority; (2) restrictions and matters appearing on the plat, or otherwise common to the subdivision; (3) taxes for year of Closing; (4) assumed mortgages and purchase money mortgages, if any; (5) restrictions, utility easements or other matters which do not render the title unmarketable or adversely affect the present use of the Property; (B) Seller warrants that, at the time of Closing, there shall be no violation of building or zoning codes. If the Property is in violation of such codes, Seller shall pay for the expenses required to bring the Property into compliance with such codes at time of Closing, subject to Subparagraph 12 E. below. This warranty shall survive Closing.

10. SURVEY: Buyer, within the time allowed for delivery of Evidence Of Title and examination thereof, may have the Real Property surveyed at Buyer's expense. If the survey shows any encroachment on the Real Property or that the improvements presumed to be located on the Real Property in fact encroach on sublot lines, easements, or lands of others, or violate any restriction, Contract covenants or applicable governmental regulation, the same shall be treated as a title defect which renders title unmarketable.

11. INGRESS AND EGRESS: Seller covenants and warrants that there is ingress and egress to the Property over public roads.

12. INSPECTIONS: The parties acknowledge that the Property is not new construction. Within 15 days after the Effective Date, Buyer may, at Buyer's expense, obtain and furnish to Seller the inspection reports described below. All reports, repairs and/or treatments described in Subparagraphs A and B below shall be performed by a person or firm holding an appropriate Florida license, reports, repairs and treatments described in Subparagraph C below shall be performed by a person or firm specializing in such matters and holding an occupational license (if required) for such work by an appropriately licensed Florida contractor. Buyer may have repairs and treatments reinspected prior to Closing. Should the Property suffer any damage as a result of any inspections performed by Buyer's request, Buyer shall be fully responsible for repair of any such damage and restoration of the Property. Seller shall provide access and utilities to the Property for all inspections.

A. TENETS: (1) If the report discloses evidence of live termites, other wood-boring insect infestation, or wood destroying organisms (collectively, "infestation"), Seller shall be required to have infestation chemically treated or repaired prior to Closing by a person or firm chosen by Seller, subject to Subparagraph E below. (2) If the report discloses evidence of water infiltration, then Seller shall have the affected area chemically treated or repaired prior to Closing by a person or firm chosen by Seller, subject to Subparagraph E below, unless Seller furnishes Buyer with a certified chemical treatment by a person or firm within five (5) years of the Effective Date and a current transferable guarantee. (3) If the report discloses damage from infestation, Seller shall pay for the cost of such repairs, subject to Subparagraph E below.

B. ROOF: If the report discloses evidence of existing leaks, or damage to the roof, ceiling, sheathing or rafters, Seller shall pay for the required repairs by a person or firm chosen by Seller, subject to Subparagraph E below.

C. OTHER INSPECTIONS: If the report discloses functional defects (as distinguished from non-functional defects) with respect to air conditioning and heating systems, electrical systems, alarm systems, plumbing systems, septic tank, appliances, machinery, sprinkler systems, seawall, pool, structural, fence and environmental inspections, Seller shall pay for the required repairs by a person or firm chosen by Seller, subject to Subparagraph E below, to place such inspection items in working condition or to remove contamination, as appropriate, prior to Closing.

D. SECOND INSPECTIONS: Within 5 days of Seller's receipt of Buyer's written inspection reports, Seller shall have the right, at Seller's expense, to obtain and deliver to Buyer, a second inspection report. In the event Buyer and Seller's respective reports do not agree and the parties cannot mutually resolve the discrepancies, then Buyer and Seller shall agree on a third inspection report. In the event Buyer and Seller's respective reports do not agree and the parties cannot mutually resolve the discrepancies, then Buyer and Seller shall agree on a third inspection report. In the event Buyer and Seller's respective reports do not agree and the parties cannot mutually resolve the discrepancies, then Buyer and Seller shall agree on a third inspection report. In the event Buyer and Seller's respective reports do not agree and the parties cannot mutually resolve the discrepancies, then Buyer and Seller shall agree on a third inspection report.

E. LIMITATIONS: In no event shall Seller's total liability under Paragraph 9 (D) and Subparagraphs A, B, C and D above exceed four percent (4%) of the Purchase Price. If the total cost of all repairs and treatments exceeds said percentage, Buyer may elect to pay such excess. Should Buyer elect not to pay the excess, Seller shall pay the excess or cancel the Contract. If Buyer elects to pay the excess, Seller shall have the right, at Seller's expense, to obtain and deliver to Buyer, a second inspection report. In the event Buyer and Seller's respective reports do not agree and the parties cannot mutually resolve the discrepancies, then Buyer and Seller shall agree on a third inspection report. In the event Buyer and Seller's respective reports do not agree and the parties cannot mutually resolve the discrepancies, then Buyer and Seller shall agree on a third inspection report. In the event Buyer and Seller's respective reports do not agree and the parties cannot mutually resolve the discrepancies, then Buyer and Seller shall agree on a third inspection report.

F. WALK-THROUGH: Within forty-eight (48) hours prior to Closing, Buyer shall be entitled to inspect the Property to ensure that all items included in the sale are on the Property, that all required repairs have been made, and that the Property has been maintained, including but not limited to the lawn, shrubbery and pool. If, in the condition as contracted, ordinary wear and tear, except for damage caused by Buyer's inspection, is found, Buyer's failure to provide written inspection reports in accordance with this paragraph shall be deemed a waiver of Buyer's inspection rights and the Property shall be accepted in "as is" condition. In such event, Seller shall not have further responsibilities as to repairs or treatments as described above.

"AS IS" RIDER
TO CONTRACT FOR SALE AND PURCHASE

This "As Is" Rider ("Rider") shall amend, modify, and be a part of that certain Contract for Sale and Purchase (Date Prepared: _____) by and between The Trust For Public Land and Elizabeth C. Meyer as Personal Representative of Estate of Florence C. Long, Deceased to which this Rider is attached. Buyer and Seller hereby further agree as follows:

1. **"AS IS":** Buyer and Seller agree that the Property, including but not limited to the structure, the roof, and the Person described in Paragraph 1.D. of the Contract, is being sold to, and accepted by, Buyer in "AS IS" condition as of Effective Date.
2. **INSPECTIONS:**
 - A. Paragraph 12 of the Contract, and Paragraph 5.B. of the "Association Rider" (if applicable), are hereby deleted in their entirety.
 - B. Buyer shall have the right to inspect the Property and to have such inspections performed as Buyer shall desire for a period of sixty (60) days immediately following the Effective Date ("Inspection Period").
 - C. Any inspections of the roof or for termites or other wood destroying organisms shall be performed by a person or firm holding an appropriate Florida license. Any other inspections shall be performed by a person or firm specializing in such matters and holding an occupational license for such work (if required) or by an appropriately licensed Florida contractor.
 - D. All costs of such inspections shall be paid by Buyer.
 - E. Seller shall provide access and necessary utilities for such inspections.
 - F. If Buyer determines, in Buyer's sole discretion, that the results of any such inspections are not acceptable to Buyer, Buyer may, at Buyer's option: (1) elect to cancel this Contract by providing Seller with notice of such election (along with copies of such inspection reports) within the Inspection Period, in which case the Deposit shall be forthwith returned to Buyer, and Buyer and Seller shall be relieved, as to each other, of all obligations under this Contract; or elect to accept the Property in its "AS IS" condition and proceed to Closing.
 - G. If Seller has not received written notice of Buyer's election to cancel the Contract within the Inspection Period, Buyer shall be deemed to have waived the inspection and cancellation rights granted by this Paragraph 2.
 - H. Notice shall be deemed received by Seller if received at the address set forth in Paragraph 34 of the Contract.
3. **LENDER REQUIRED INSPECTIONS:** If Buyer's lender requires inspections of the Property, Seller shall provide access and necessary utilities for such inspections. The cost of such inspections and any required repairs shall be the sole responsibility of Buyer.
4. **DAMAGE:** Should the Property suffer any damage as a result of any inspections performed at Buyer's or Buyer's lender's request, Buyer shall be solely responsible for repair of any damage and/or restoration of the Property.
5. **WALKTHROUGH:** Within 48 hours prior to Closing, Buyer shall be entitled to inspect the Property to ensure that all items included in the sale are on the premises and that the Property has been maintained, including but not limited to the lawns, shrubbery and pool, if any, in the condition as of the Effective Date, ordinary wear and tear excepted.

or for any reason Buyer decides in its sole discretion not to proceed with this transaction

*This form has been approved by and Copyright © 1992 by the following Dade County Associations of REALTORS®: Coral Gables Association of REALTORS®, Hialeah-Miami Springs Association of REALTORS®, Homestead-South Dade Board of REALTORS®, Kendall-Pinecrest Association of REALTORS®, Miami Beach Association of REALTORS®, and REALTOR® Association of Miami. Approval of this form by the organizations does not constitute an opinion that any of the terms and conditions in this Rider should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated between the parties based upon the respective interests, objectives, and bargaining positions of all interested parties.

BUYER:

Date Signed by BUYER: 7-2-98

THE TRUST FOR PUBLIC LAND

By: [Signature] (Seal)

_____ (Seal)

SELLER:

Date Signed by SELLER: _____

The Estate of Florence C. Long, Deceased

By: ELIZABETH C. MEYER (Seal)
Elizabeth C. Meyer, Personal Representative

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE
BETWEEN THE TRUST FOR PUBLIC LAND (BUYER)
AND

ELIZABETH C. MEYER, PERSONAL REPRESENTATIVE OF ESTATE OF
FLORENCE C. LONG, DECEASED (SELLER)

1. BACKGROUND AND INTENT OF PARTIES: BUYER is a national non-profit conservation organization and is interested in protection of the Property for historical, archaeological and public benefit purposes. It is understood that it is BUYER'S desire to sell the Property to the Town of Fort Myers Beach (the "TOWN") for the public use and benefit. BUYER (and the TOWN if the TOWN accepts an assignment of this Contract) acknowledge that the Property has historical and archaeological significance and may contain human artifacts and remains. None of the foregoing shall constitute a reason for the BUYER (or the TOWN if the TOWN accepts an assignment of this Contract) to refuse to complete this transaction.

2. LEASE PENDING RESOLUTION OF LITIGATION: The parties acknowledge that SELLER is involved in pending litigation with Gerald A. Thomas (the "Thomas litigation") which litigation must be resolved in favor of SELLER to enable SELLER to convey good and marketable title. Nevertheless, BUYER would like to proceed with obtaining possession of the property for use by the TOWN once SELLER has removed all personal property and effects from the Property which SELLER agrees to do at least 10 days before the end of the Inspection Period. Therefore, simultaneously with the execution of this Contract, the parties will enter into the Lease Agreement (the "Lease") attached hereto and incorporated herein as Exhibit B. It is understood that BUYER intends to assign the Lease to the TOWN, and upon notification of said assignment, SELLER will look solely to the TOWN for performance under the terms and conditions of said Lease. A default either herein or in the Lease shall constitute a default in both this Contract and the Lease.

SELLER agrees to aggressively and diligently proceed with the Thomas litigation and will keep BUYER informed at least monthly of the status of the litigation. In the event a judgment is issued by the court against SELLER as to title to the Property, SELLER agrees to seek re-hearing and to appeal that judgment if, in the SELLER'S sole and reasonable judgment, there are grounds for re-hearing or appeal. In the event said order is affirmed on appeal or there are no grounds for re-hearing or appeal, SELLER shall instruct Escrow Agent to return the deposit to BUYER and BUYER or the TOWN as its assignee shall return possession whereupon this Contract and the Lease shall become null and void and the parties relieved of any further obligation hereunder.

3. CLOSING: This transaction shall close 60 days after the first to occur of (i) the resolution of the Thomas litigation in a manner which would provide the BUYER with insured title to the property without any exception for the Thomas litigation or matters connected therewith or appeals therefrom; and (ii) notification to SELLER by the BUYER that it wishes to close the transaction.

In the event that the Thomas litigation is not resolved as described above within two years from the Effective Date of this Contract, BUYER may either (i) terminate this Contract and the Lease and receive a return of the Deposit together with accrued interest thereon; or (ii) extend this Contract and the Lease for a period of one additional year under the same terms and conditions. In the event BUYER does not notify SELLER of termination in writing, it shall be conclusively presumed that the BUYER elected to extend this Contract and the Lease for a period of one additional year.

4. DEPOSIT: The Escrow Agent shall place the deposit in an interest bearing account with the interest to be paid or credited to BUYER at closing unless there is a default by BUYER herein or under the terms of the Lease in which case, the Deposit together

with interest shall be paid to SELLER as liquidated damages as provided in Paragraph 26 of the Contract. In the event BUYER terminates the Contract and Lease as permitted herein, the Deposit and interest shall be paid to BUYER.

4.1 REAL ESTATE TAXES/DEPOSIT: At the time of payment of the Additional Deposit of \$49,000.00, BUYER may deduct therefrom and pay directly to the Lee County Tax Collector the amount due for the 1997 real estate taxes together with interest and penalties thereon (which total is approximately \$18,000.00). Such payment benefits the property, and BUYER shall have an equitable lien for the amount paid. In the event BUYER is entitled to return of the Deposit under the terms of this Contract, the amount paid for taxes shall be deemed part of the Deposit and shall be returned.

5. BROKERS: SELLER represents to BUYER that it has dealt only with Geraci Realty, Inc. and no other broker in connection with this transaction and will pay said broker and hold BUYER harmless from the claims of Geraci Realty, Inc. or any other broker claiming through SELLER. BUYER represents that it has not retained the services of a real estate broker and will hold the SELLER harmless from any and all claims of any broker claiming through BUYER.

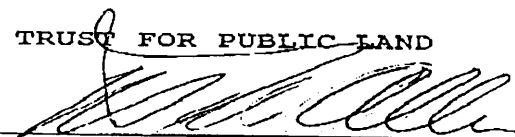
6. COURT ACTION: In the event the Circuit Court of the Twentieth Judicial Circuit In and For Lee County, Florida, enters an order at any time which has a material impact on this contract or requires termination of the Contract, this Contract shall terminate and the Deposit shall be returned to BUYER.

7. ROYALTY INTEREST: Title will be conveyed subject to any royalty interest of Coastal Petroleum Company and its successors pursuant to agreements with the Trustees of the Internal Improvement Trust Fund of Florida.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 1998.

BUYER:

THE TRUST FOR PUBLIC LAND

By: 

SELLER:

THE ESTATE OF FLORENCE C. LONG, DECEASED

By: _____

Elizabeth C. Meyer,
Personal Representative

EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section 20 Township 46 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the Southeasterly corner of Lot 47 of CASE'S SUBDIVISION; thence running Northeasterly along the Easterly boundary of Lot 47 of said subdivision to the Northeasterly corner of said Lot 47 to the Point of Beginning of the land hereinafter excepted; thence running Northeasterly in a direct line along the Easterly boundary of said Lot 47 projected in a Northerly direction to a point intersecting the South line of Section 20, Township 46 South, Range 24 East; thence running West along the South line of said Section 20 to a point intersecting the Northeasterly corner of Lot 45 of CASE'S SUBDIVISION aforesaid; thence running Southwesterly along the Easterly boundary of said Lot 45 to the Northwesterly corner of Lot 47 of said subdivision; thence running Southeasterly along the Northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the Northwesterly side of Connecticut Street, run Northeasterly along said street for 16 feet; thence run Northwesterly perpendicular to said street for 100 feet; thence run Northeasterly parallel with said street for 100 feet; thence run Northwesterly perpendicular to said street for 315 feet; thence run Northeasterly parallel to said street for 400 feet, more or less, to the waters of Ostego Bay; thence run Northwesterly along said Bay to a point on the North line of said Section 29; thence run West along said section line to an intersection with a Northeasterly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run Southwesterly along said prolongation for 564.9 feet to the Northeasterly corner of said Lot 47; thence run Southeasterly along the Southwesterly line of said Lot 46 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most Easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run Northeasterly along a prolongation of the Southeasterly line of said Lot 6, along the Northwesterly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run Northwesterly, parallel with the Northeasterly line of said Lot 6 for 100.0 feet to the Southeasterly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run Southwesterly along the Southeasterly line of said waterway for 100.0 feet to the most Northerly corner of said Lot 6; thence run Southeasterly along said Northeasterly line of said lot for 100 feet to the Point of Beginning.

Exhibit B

LEASE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1998, between the ESTATE OF FLORENCE C. LONG, DECEASED (hereinafter collectively called "Lessor" or "Landlord"), and THE TRUST FOR PUBLIC LAND (hereinafter called the "Lessee" or "Tenant").

RECITALS

1. Lessor is the sole owner of the premises described below and desires to lease said premises to Lessee for public use as a historical and archaeological interpretive center and other public purposes. The parties have simultaneously entered into a Contract for Sale and Purchase of the property described on Exhibit A hereto which Contract is hereby incorporated herein by reference (the "Contract"). A default in the Contract or this Lease shall constitute a default in both the Contract and this Lease.

2. The parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

3. The parties hereto have the authority to enter into this Lease Agreement.

In consideration of the mutual covenants contained herein, the parties agree to the above recitals and as follows:

SECTION ONE

DESCRIPTION OF PREMISES

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the following described property (sometimes hereinafter referred to as the "Leased Premises" or "Demised Premises" or the "Property"), to wit:

See Exhibit A

also known as 289 Connecticut Avenue, Fort Myers Beach, Florida.

SECTION TWO

TERM

Lessor demises the above premises for a term of twenty-four (24) months commencing on the date Lessee as BUYER under the Contract makes the Additional Deposit as required thereunder which is not to be prior to the time Lessor as SELLER under the Contract removes all personal property and effects as provided in the Contract, and terminating twenty-four (24) months thereafter, on the terms and conditions as set forth herein.

SECTION THREE

RENT

Lessee hereby covenants and agrees to pay Lessor, together with any and all sales and use taxes levied upon the use and/or occupancy of the leased premises, an Annual Rent (exclusive of sales and/or use tax) of Eighteen Thousand and 00/100 (\$18,000.00)

in equal monthly installments payable in advance on the commencement date of this Lease and the same day of each and every subsequent month of the term, the sum of One Thousand Five Hundred and 00/100 (\$1,500.00). Lessee shall also pay at the same times and places as the rent installments, such Florida State Sales Tax and such other applicable taxes, other than income taxes and taxes of a similar nature, due on rentals, either city, state, county and Federal as may be in effect from time to time. Rent shall be paid to Lessor at the following address:

Elizabeth C. Meyer, Personal Representative
of Estate of Florence C. Long, Deceased
c/o Robert V. Lewis, Esquire
Schuyler, Roche & Swirner
Prudential Plaza, Suite 3800
130 East Randolph Street
Chicago, Illinois 60601

SECTION FOUR

SECURITY DEPOSIT

The Deposit under the Contract for Sale and Purchase between the parties hereto will likewise serve as security deposit for the above mentioned leased premises and is due and payable upon commencement of this lease. After written notice to Lessee and a reasonable opportunity to cure a non-monetary default, said deposit may be used by Lessor to cure any default hereunder including repair of damage to the premises, normal wear and tear excepted, otherwise the deposit or the balance of the deposit will be paid or credited as provided in the Contract For Sale and Purchase.

SECTION FIVE

USE AND POSSESSION

The Lessee covenants that the leased premises are to be used as set forth in the Recitals above.

SECTION SIX

SURRENDER OF PREMISES

At the expiration of the lease term, Lessee shall surrender the demised premises in the same condition as they were received, reasonable wear and tear excepted, and shall surrender all keys to Lessor. Upon expiration of the lease term, Lessee shall repair any damage to the demised premises caused by Lessee's vacating the premises and shall leave the premises in a broom clean condition on or before the last day of the lease term.

SECTION SEVEN

RIGHT OF ENTRY

Upon giving Lessee twenty-four (24) hours notice, written or oral, Lessor or its agent shall have the right to enter the demised premises at all reasonable times to examine the same.

SECTION EIGHT

ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Lessee shall not make or cause to be made any alterations, additions or improvements to the leased premises or any part thereof.

SECTION NINE**WAIVER OF CLAIMS**

Lessee agrees that Lessor, its agents, employees and servants shall not be liable for and Lessee hereby expressly waives all claims against Lessor, its agents, employees and servants for injury to person or damage to property sustained by Lessee or any other person occurring in or about the leased premises. All property of Lessee kept or stored at the leased premises shall be so kept or stored at the sole risk of Lessee and Lessee shall hold Lessor harmless from any claims arising out of damage to same, including subrogation claims by Lessee's or Lessor's insurance carrier. Lessee shall immediately notify Lessor of any casualty or accidents occurring on or about the leased premises.

SECTION TEN**INDEMNIFICATION**

Lessee agrees to indemnify and save Lessor harmless from and against any and all loss, damage, claims, demands, liability or expense by reason of damage to personal property or injury to person which may arise or be claimed to have arisen as a result of the occupancy or use (regardless of the nature of the use) of the Leased Premises by Lessee or by reason thereof or in connection therewith, or in any way arising on account of any injury to person or damage caused to any property on or in the Leased Premises. Lessee shall undertake at its expense the defense of any and all claims described above.

SECTION ELEVEN**INSURANCE**

Lessee covenants and agrees to provide on or before the commencement of the term and to keep in force during the entire term of this Lease:

a) Comprehensive general liability insurance for the mutual benefit of Lessor and Lessee relating to the leased premises in an amount of not less than One Million (\$1,000,000.00) Dollars, which insurance shall name Lessor as an additional insured;

b) Fire and extended coverage, windstorm, flood, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement for all equipment, declaration, contents and personal property therein. Said policies will name the Lessor as an additional insured

Lessee covenants that it will provide evidence of the above coverages at or prior to the commencement of the Lease and as and when each policy is renewed, and will continue to maintain same in force for the duration of this lease. Lessor as an additional insured is to receive advance notice of cancellation of any of the above policies.

SECTION TWELVE**UTILITIES AND REAL ESTATE TAXES**

Lessee shall arrange and pay for utility service to the property. Likewise, Lessee shall pay to Lessor the proportionate share of the real estate taxes accruing from the commencement of this lease until the termination of this lease.

SECTION THIRTEEN**MAINTENANCE**

Lessee shall, at its sole expense, maintain, repair the leased premises including utilities, plumbing, lawn, pool, improvements and pier; provided, however, that any repairs reasonably estimated to cost more than \$1,500.00 need only be made if there is joint agreement of Lessor and Lessee as to the repair, its extent and who will pay for the repair.

SECTION FOURTEEN**SALES AND USE TAX**

Lessee shall pay on or before the last date when payment may be made without penalty or interest, all sales and use taxes and all other taxes, assessments or governmental charges that may be imposed on or arise in connection with the use or occupation of the demised premises or any portion thereof.

SECTION FIFTEEN**DEFAULT OR BREACH BY LESSEE**

Each of the following events shall constitute a default or breach of this lease by Lessee;

a) If Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution of appointment of a receiver or Trustee.

c) If Lessee shall fail to pay Lessor any rent when the rent shall become due and shall not make the payment within three (3) days after written notice thereof by Lessor to Lessee.

d) If Lessee shall fail to perform or comply with any of the conditions of this Lease other than payments of sums due and if the non-performance shall continue for a period of ten (10) days after written notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the ten (10) day period, Lessee shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to completion or performance.

e) If Lessee shall vacate or abandon the demised premises, unless Lessee continues to be current in its obligations under this Lease.

f) Lessee shall not have authority to incur a lien against Lessor's property. If the Lessee shall cause any lien, claim, or encumbrance to be placed against the subject property, which is not released or discharged by the Lessee within thirty (30) days thereof or the Lessee shall not in good faith commence a proceeding to contest such lien, claim or encumbrance within thirty (30) days.

DEFAULT OR BREACH BY LESSOR

In the event Lessor fails to perform its obligations hereunder and such continues for ten (10) days after receipt of written notice of such default by Lessee to Lessor, Lessee shall have all remedies available to it in law or in equity; provided, however, if the default is one which cannot reasonably be cured in ten (10)

days, Lessee shall commence curing same within said ten (10) day period and continue to cure said default within a reasonable time.

SECTION SIXTEEN

EFFECT OF DEFAULT

Failure of the Lessee to comply with the terms of this Lease shall, at the option of the Lessor, work a forfeiture of this Lease and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys shall, in addition to all other rights provided by law, shall have the right to enter said premises and remove all persons and property therefrom. In addition Lessor may bring an action for all sums due including acceleration of the balance of the rent payable under this Lease.

SECTION SEVENTEEN

DESTRUCTION OF PREMISES

If the improvements are damaged by fire or other casualty during this Lease, the insurance proceeds shall be delivered to Escrow Agent pending closing under the Contract at which time the insurance proceeds will be delivered to Lessee (BUYER). In the event the Contract and this Lease are terminated, the insurance proceeds shall be delivered to Lessor (SELLER).

SECTION EIGHTEEN

CONDEMNATION

Rights and duties in the event of condemnation are as follows:

a) If the whole or a portion of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

b) If only a portion of the Lessor's property on which the demised premises are located shall be taken or condemned, this lease and the terms shall not cease or terminate, but the rent payable after the date on which Lessee shall be required to possession of such portion shall be reduced in proportion to the decreased use suffered by Lessee.

c) If this lease is assigned to the Town of Fort Myers Beach (the "Town") as authorized in Section Twenty-Two, the Town by acceptance of the assignment agrees not to institute any condemnation action during the pendency of this lease or the Contract.

SECTION NINETEEN

NOTICE

All notice to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. The parties shall notify each other of any change of address or of the address of any assignee of this Lease.

Notice to the Lessor shall be furnished at the following address:

Elizabeth C. Meyer
Personal Representative, Estate of Florence C. Long
c/o Robert V. Lewis, Esquire
(address shown below)

With a copy to:

Robert V. Lewis, Esquire
Schuyler, Roche & Zwirner
One Prudential Plaza, Suite 3800
130 E. Randolph Street
Chicago, Illinois 60601

Notice to the Lessee shall be furnished at the following address:

Don Morrow
The Trust For Public Land
306 N. Monroe Street
Tallahassee, Florida 32301-3133

With a copy to:

Harvey A. Abrams, Esquire
Regional Counsel
The Trust For Public Land
306 N. Monroe Street
Tallahassee, Florida 32301-3133

SECTION TWENTY

SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to Lessor.

SECTION TWENTY-ONE

ATTORNEY'S FEES AND EXPENSES

The parties agree that in the event of litigation arising out of this Lease after execution hereof, the prevailing party shall be entitled to recover all reasonable attorneys fees and expenses necessitated thereby.

SECTION TWENTY-TWO

SUBLETTING OR ASSIGNMENT

Lessee may not sell, assign and/or transfer this Lease and/or license or sublet all or any portion of the demised premises to any person, firm or corporation except for the Town of Fort Myers Beach without Lessors' prior written consent which shall not be unreasonably withheld or delayed. Assignment of this Lease and acceptance of the terms and conditions hereof by the Town of Fort Myers Beach shall relieve The Trust For Public Land of any further obligations hereunder.

SECTION TWENTY-THREE

QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on the Lessee.

SECTION TWENTY-FOUR**APPLICABLE LAW**

This agreement shall be governed by and construed in accordance with the laws of the state of Florida.

SECTION TWENTY-FIVE**WAIVER**

The failure of the Lessor in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Lessor, shall not operate or be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

SECTION TWENTY-SIX**BROKER**

Since this Lease is ancillary to and an integral part of the Contract for Sale and Purchase between the parties hereto, the brokerage provision of the Contract is incorporated herein. Lessor represents that it does not owe any commission to any realtor in connection with this lease.

SECTION TWENTY-SEVEN**TENANT IMPROVEMENTS**

Lessee accepts the premises in "as is" condition.

SECTION TWENTY-EIGHT**OPTION TO RENEW**

In the event the closing of the Contract for Sale and Purchase between the parties hereto is extended pursuant to Paragraph 3 of the Addendum thereto, this Lease shall be extended accordingly under the same terms and conditions.

SECTION TWENTY-NINE**DEPENDENCE OF LEASE & CONTRACT
FOR SALE AND PURCHASE**

Lessor and Lessee acknowledge that this Lease is ancillary and dependant on that certain Contract for Sale and Purchase between them.

SECTION THIRTY**COURT ORDERS**

In the event the Circuit Court of the Twentieth Judicial Circuit in and for Lee County, Florida enters an order at any time which has a material impact on this Lease or requires the termination of this Lease, this Lease shall terminate immediately

and possession of the Property immediately shall be returned to the Lessor.

IN WITNESS WHEREOF, the parties have hereto executed this lease on the dates indicated.

WITNESSES:

Cheryl Weber

Harry A. Adams

LESSOR:

THE ESTATE OF FLORENCE C. LONG,
DECEASED

By: _____
Elizabeth C. Meyer
Personal Representative

LESSEE:

THE TRUST FOR PUBLIC LAND,
a California not for profit
corporation

By: *[Signature]*

EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section Township 46 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the Southeastern corner of Lot 47 of CASE'S SUBDIVISION; thence run Northeastly along the Easterly boundary of Lot 47 of said subdivision to the Northeastly corner of said Lot 47 to the Point of Beginning of the land here excepted; thence running Northeastly in a direct line along the Easterly boundary of said Lot 47 projected in a Northerly direction to a point intersecting the South line of Section 20, Township 46 South, Range 24 East; thence running West along the South line of said Section 20 to a point intersecting the Northeastly corner of Lot 45 CASE'S SUBDIVISION aforesaid; thence running Southwestly along the Easterly boundary of said Lot 45 to the Northwestly corner of Lot 47 of said subdivision; thence running Southeastly along the Northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the Northwestly side of Connecticut Street, run Northeastly along said street for 100 feet; thence run Northwestly perpendicular to said street for 100 feet; thence run Northeastly parallel with said street for 100 feet; thence run Northwestly perpendicular to said street for 315 feet; thence run Northeastly parallel to said street for 100 feet, more or less, to the waters of Okeechobee Bay; thence run Northwestly along said Bay to a point on the North line of said Section 29; thence run West along said section line to an intersection with a Northeastly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run Southwestly along said prolongation for 564.9 feet to the Northeastly corner of said Lot 47; thence run Southeastly along the Southwestly line of said Lot 46 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to a plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131 at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most Easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run Northeastly along a prolongation of the Southeastly line of said Lot 6, along the Northwestly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run Northwestly, parallel with the Northeastly line of said Lot 6 for 100.0 feet to the Southeastly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run Southwestly along the Southeastly line of said waterway for 100.0 feet to the most Northerly corner of said Lot 6; thence run Southeastly along said Northeastly line of said lot for 100 feet to the Point of Beginning.

ASSIGNMENT OF CONTRACT AND LEASE

KNOW ALL MEN BY THESE PRESENTS,

(Whenever used herein the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.)

That THE TRUST FOR PUBLIC LAND, a California not for profit corporation, party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations to it in hand paid by the TOWN OF FORT MYERS BEACH, of the County of Lee, State of Florida, party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part a Contract For Sale and Purchase and a Lease Agreement both bearing date the _____ day of _____, 1998, between THE TRUST FOR PUBLIC LAND, as Buyer, and ELIZABETH C. MEYER, as Personal Representative of the ESTATE OF FLORENCE C. LONG, Deceased, as Seller, upon the following described piece or parcel of land situate and being in Lee County, State of Florida, to-wit:

(See attached legal description)

also known as 289 Connecticut Avenue, Fort Myers Beach, Florida.

A portion of the consideration of this assignment being that the party of the second part herein assumes all the obligations and agrees to pay all the payments described in said Contract and said Lease now due or to become due, and to perform all acts and obligations in said Contract and said Lease.

And upon the performance of all the terms and conditions and the completion of all payments as set forth in said Contract by the said party of the second part, the party of the first part does hereby authorize the said ELIZABETH C. MEYERS, Personal Representative of the ESTATE OF FLORENCE C. LONG, Deceased, to make, execute and deliver a good and sufficient deed to the property hereinabove described, in like manner as though the original contract had been made and executed by the said ELIZABETH C. MEYERS, Personal Representative of the ESTATE OF FLORENCE C. LONG, Deceased, with the said party of the second part, instead of with THE TRUST FOR PUBLIC LAND.

TO HAVE AND TO HOLD the same unto the said party of the second part forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal this _____ day of _____, 1998.

Signed, sealed and delivered
in the presence of:

Witness

THE TRUST FOR PUBLIC LAND

Witness

By: _____
W. Dale Allen, Vice President

A C C E P T A N C E

The foregoing Assignment of Contract and Lease is hereby accepted and all obligations therein are hereby assumed.

Signed, sealed and delivered
in the presence of:

Witness

TOWN OF FORT MYERS BEACH,
a Political Subdivision of
the State of Florida

Witness

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section 2 Township 46 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the Southeasterly corner of Lot 47 of CASE'S SUBDIVISION; thence running Northeasterly along the Easterly boundary of Lot 47 of said subdivision to the Northeasterly corner of said Lot 47 to the Point of Beginning of the land here excepted; thence running Northeasterly in a direct line along the Easterly boundary of said Lot 47 projected in a Northerly direction to a point intersecting the South line of Section 20, Township 46 South, Range 24 East; thence running West along the South line of said Section 20 to a point intersecting the Northeasterly corner of Lot 45 of CASE'S SUBDIVISION aforesaid; thence running Southwesterly along the Easterly boundary of said Lot 45 to the Northwesterly corner of Lot 47 of said subdivision; thence running Southeasterly along the Northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the Northwesterly side of Connecticut Street, run Northeasterly along said street for 400 feet; thence run Northwesterly perpendicular to said street for 100 feet; thence run Northeasterly parallel with said street for 100 feet; thence run Northwesterly perpendicular to said street for 315 feet; thence run Northeasterly parallel to said street for 400 feet, more or less, to the waters of Ostego Bay; thence run Northwesterly along said Bay to a point on the North line of said Section 29; thence run West along said section line to an intersection with a Northeasterly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run Southwesterly along said prolongation for 564.9 feet to the Northeasterly corner of said Lot 47; thence run Southeasterly along the Southwesterly line of said Lot 46 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131 at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most Easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run Northeasterly along a prolongation of the Southeasterly line of said Lot 6, along the Northwesterly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run Northwesterly, parallel with the Northeasterly line of said Lot 6 for 100.0 feet to the Southeasterly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run Southwesterly along the Southeasterly line of said waterway for 100.0 feet to the most Northerly corner of said Lot 6; thence run Southeasterly along said Northeasterly line of said lot for 100 feet to the Point of Beginning.

ASSIGNMENT AGREEMENT

THIS AGREEMENT is entered into between the TOWN OF FORT MYERS BEACH, a political subdivision of the State of Florida (hereinafter called the "TOWN"), and THE TRUST FOR PUBLIC LAND, a California not for profit corporation (hereinafter called "TPL").

WHEREAS, TPL has entered into a Contract for Sale and Purchase (the "Contract") of property located at 289 Connecticut Avenue, Fort Myers Beach, Florida, more particularly described on the attached Exhibit A (the "Property");

WHEREAS, as part of the Contract TPL has a right to lease the property pending resolution of litigation involving the Property (the "Lease"), and the TOWN desires to acquire TPL's interest in the Contract and the Lease;

WHEREAS, TPL has worked continuously with the TOWN to acquire funding to enable the TOWN to purchase the Property; and

WHEREAS, the TOWN Council has determined that it is in the best interests of the TOWN to acquire by assignment the Contract and Lease, copies of which are attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the matters recited herein, the covenants and payments set forth herein, and other consideration, the receipt and sufficiency of which are acknowledged by the TOWN and TPL, the parties agree as follows:

1. Simultaneously with the execution of this Agreement, the TOWN agrees:

- a) To accept and execute the assignment of Contract and Lease attached hereto as exhibits;
- b) To reimburse TPL for the deposit it has made pursuant to the Contract together with interest earned to date in the escrow account; and
- c) To make all future payments and perform all future actions required by the Contract and Lease.

2. Simultaneously with the execution of this Agreement, TPL agrees to execute the assignment of Contract and Lease attached hereto as exhibits.

3. TPL agrees to continue to work with and provide counsel and guidance to the TOWN in meeting the requirements for the Florida Communities Trust (FCT) grant to purchase the Property.

4. At the closing on the Contract, the TOWN shall pay to TPL the

sum of \$50,000.00 as an assignment fee and as compensation to TPL for its conservation and consulting services described above which include staff time, travel and all other expenses incurred by TPL up to the time of the assignment.

5. Upon complete execution of this Assignment Agreement and payment by the TOWN of the sums set forth herein and the receipt by TPL of the reimbursement of the deposit funds held in escrow, all rights, title and interest of TPL in and to the Contract and Lease shall automatically be assigned and transferred to the TOWN, which hereby assumes all obligations of TPL as Buyer and Tenant and agrees to fully perform the same, and to relieve TPL of any liability to Seller and Lessor thereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE TRUST FOR PUBLIC LAND

By: _____
W. Dale Allen, Vice President

Date: _____

TOWN OF FORT MYERS BEACH, a Political
Subdivision of the State of Florida

By: _____

Date: _____

EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section Township 46 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the Southeasterly corner of Lot 47 of CASE'S SUBDIVISION; thence run Northeastly along the Easterly boundary of Lot 47 of said subdivision to the Northeastly corner of said Lot 47 to the Point of Beginning of the land here excepted; thence running Northeastly in a direct line along the Easterly boundary of said Lot 47 projected in a Northerly direction to a point intersecting the South line of Section 20, Township 46 South, Range 24 East; thence running West along the South line of said Section 20 to a point intersecting the Northeastly corner of Lot 45 of CASE'S SUBDIVISION aforesaid; thence running Southwestly along the Easterly boundary of said Lot 45 to the Northwestly corner of Lot 47 of said subdivision; thence running Southeastly along the Northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the Northwestly side of Connecticut Street, run Northeastly along said street for 100 feet; thence run Northwestly perpendicular to said street for 100 feet; thence run Northeastly parallel with said street for 100 feet; thence run Northwestly perpendicular to said street for 315 feet; thence run Northeastly parallel to said street for 400 feet, more or less, to the waters of Ostego Bay; thence run Northwestly along said Bay to a point on the North line of said Section 29; thence run West along said section line to an intersection with a Northeastly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run Southwestly along said prolongation for 564.9 feet to the Northeastly corner of said Lot 47; thence run Southeastly along the Southwestly line of said Lot 46 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to a plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131 at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most Easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run Northeastly along a prolongation of the Southeastly line of said Lot 6, along the Northwestly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run Northwestly, parallel with the Northeastly line of said Lot 6 for 100.0 feet to the Southeastly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run Southwestly along the Southeastly line of said waterway for 100.0 feet to the most Northerly corner of said Lot 6; thence run Southeastly along said Northeastly line of said lot for 100 feet to the Point of Beginning.