

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

Blue Sheet No. 20040590

1. REQUESTED MOTION:

ACTION REQUESTED: To approve and execute the Interlocal Agreement, Addendum to Interlocal Agreement, Cross Easements and County Deed to formalize and effectuate the transfer of 15.029 acres of County owned property (16730 Bass Road, Fort Myers, Florida) to the Lee County School Board for the sum of \$804,051.50 for the construction of a middle school.

WHY ACTION IS NECESSARY: The Board must formally approve the Interlocal agreement, addendum, cross easements and transfer of property by County Deed, provided that the Board determines that the sale and transfer of the property to the School Board is in the public interest.

WHAT ACTION ACCOMPLISHES: Formalizes and effectuates the transfer of ownership of 15.029 acres of real property located at 16730 Bass Road, Fort Myers, Florida to the Lee County School Board so that the property can be used for a public middle school. Permits joint use of certain facilities within the proposed middle school by Lee County and the School Board.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT # 3

C2A

3. MEETING DATE:

05-18-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT _____
- C. DIVISION Construction & Design
- BY: _____
Jim Lavender

7. BACKGROUND:

On November 25, 2003, the Board of County Commissioners approved the purchase agreement (Resolution #03-11-25) authorizing the sale of 15± acres to the School Board for the construction of a middle school, to include a school gymnasium with a multi-generational community center, outdoor basketball and soccer field. The School Board is agreeable to the use of such facilities by Lee County.

The School Board executed the Interlocal Agreement on April 22, 2004. The Interlocal agreement is necessary to permit the use of certain shared facilities.

(CONTINUED ON PAGE 2)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>J. Lavender</i> 5-6-04	N/A	N/A	N/A	<i>K. J. ...</i> 5/6/04	QA <i>...</i> 5/6/04	OM <i>...</i> 5/6/04	RISK <i>...</i> 5/6/04	GC <i>...</i> 5/6/04	<i>J. Lavender</i> 5.6.04

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

RECEIVED BY COUNTY ADMIN:
<i>5/6/04</i>
<i>3:10 PM SLT</i>
COUNTY ADMIN FORWARDED TO:
<i>5/11/04</i>
<i>4:30 PM</i>

EW

Blue Sheet #: 20040590

Page No. 2

Subject: Interlocal Agreement

7. BACKGROUND: (Continued)

The Addendum constitutes an agreement assigning responsibilities for the construction of a turn lane into the project and a five foot wide sidewalk along the west side of Bass Road from Summerlin Road south to the new school entrance. On May 4, 2004, the Board of County Commissioners approved the expenditure of funds for the construction of the five foot wide sidewalk. (Blue Sheet No. 20040553).

The cross easements are required for shared use of utilities and ingress/egress into the projects.

The County will sell the real property to the School Board for the sum of \$804,051.50. The sale of the real property is in the public's interest as the community can greatly benefit by the creation of an educational and recreational facility at this location. Funds will be deposited in account 20187330100.364220.9000.

EXHIBITS: Interlocal Agreement
Addendum
Cross Easements and County Deed.

APPROVED

INTERLOCAL AGREEMENT BETWEEN SCHOOL BOARD OF LEE COUNTY
AND LEE COUNTY FOR MIDDLE SCHOOL "JJ"

APR 22 2004
SCHOOL BOARD OF
LEE COUNTY

This INTERLOCAL AGREEMENT is made and entered into this 22nd day of April 2004, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereafter referred to as "COUNTY", and the LEE COUNTY SCHOOL BOARD, a public agency of the State of Florida, hereafter referred to as " School Board".

WITNESSETH:

WHEREAS, the School Board and the Board of County Commissioners both serve the people of Lee County; and

WHEREAS, both the School Board and the County are desirous of creating an educational and recreational facility which would be designed to benefit the Community; and

WHEREAS, the School Board has determined the need to construct a public educational facility in Fort Myers, Florida on a proposed site owned by the County; and

WHEREAS, the County owns the parcel identified in Exhibit "A" (attached hereto and incorporated herein) and finds that 15.029 acres of said parcel (as described in Exhibit "B") is not needed for any County purpose, and further finds that the purchase of said acreage by the School Board will serve a public purpose and is in the public's interest. Said purchase, transfer and use is subject to the condition that the property may only be used for a public school; and

WHEREAS, the School Board plans to construct a new educational facility that will contain a school gymnasium including a multi-generational community center (hereinafter "Center"), outdoor basketball and soccer field, and is agreeable to use of said facilities by Lee County Parks and Recreation; and

WHEREAS, both the School Board and the County are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into interlocal agreements for the sharing of certain governmental powers and obligations.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the School Board and the County, intending to be legally bound, hereby agree as follows:

SECTION I. PURPOSE

1. It is the purpose and intent of this Agreement to define the terms and conditions for the County's conveyance of the certain real property which is described on the attached Exhibit "B" ("School Board Property") to the School Board for the construction of a Middle School ("JJ" or "School") in Fort Myers, Florida. All terms and

conditions of this Agreement will be interpreted in a manner consistent with and in furtherance of the purpose as set forth in this Section. The remainder of the property described on Exhibit "A" retained by the County will be referred to herein as the "County Property".

2. The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

SECTION II: OBLIGATIONS OF THE COUNTY

1. The County owns the parcel described in Exhibit "A". The County agrees to convey 15.029 acres of such real property to the School Board for the sum of Eight Hundred Four Thousand Fifty One and 50/100 Dollars (\$804,051.50), said price being below market value, for the construction of Middle School JJ and related facilities to include a school gymnasium including the Center.

2. The County will review and approve, within thirty (30) days of submittal, the School Board's plans and specifications for the gymnasium including the Center. The School Board agrees that it will design and construct the School gymnasium including the Center in accordance with the County's specifications as provided during the design process. The School Board shall submit for approval all construction plans to the County prior to commencing construction of the School in accordance with the County's normal development order process.

3. The County agrees that it will reimburse the School Board for its proportionate share of the costs of design and construction for the areas that it intends to occupy within the Center of approximately 24,000 square feet. This amount will be determined during design. More precise percentages and amounts will be included in an amendment to this Agreement once the scope of the work is determined. Invoices or requests for payment from the County shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and in sufficient detail for the County to confirm the extent of work completed and compliance of such work with the terms of this Agreement. The County shall pay invoices for the County's proportionate share on a quarterly basis.

4. The County shall install and maintain the outdoor lighting around the athletic fields on School Board Property as is their regular practice. The County agrees to pay 100% of the electrical costs for its use of such lighting. The School Board will have the right to exclusive use of such fields during school hours and as is customary and reasonable.

5. The County agrees to be responsible for the maintenance of the soccer field located on the School Board Property. The County shall mow the soccer field and the areas immediately surrounding such field. The School Board will pay one third (1/3) the cost of such maintenance as is their regular practice annually on receipt of the requests for such payments.

6. The County agrees that the School Board may use any athletic fields constructed by the County on County Property during school days and during school hours. Scheduling of the County's facilities will be mutually agreed upon by the School and County representatives on site.

SECTION III: OBLIGATIONS OF THE SCHOOL BOARD

1. The School Board will purchase from Lee County the property identified in Exhibit "B" and located at 16730 Bass Road, Fort Myers, Florida, for the sum of \$804,051.50.

2. The School Board agrees that it will be responsible for hiring a construction manager and a reputable architect to design and construct the School and all related facilities. The School Board is responsible for operating and maintaining the School. The School Board agrees that it shall pay for the total cost of the services for the planning and construction of the School and related facilities unless otherwise stated herein.

3. The School Board will apply for and obtain any necessary permits to construct the School.

4. The School Board will consult with the County during each stage of the project, specifically during the design phase and will submit plans to the County for approval as provided in Section II.

5. The School Board will pay the monthly electrical costs to air condition the gymnasium and the Center and the cost of utilities. The School Board will provide air conditioning only from 7 a.m. to 11 p.m. Monday through Sunday.

6. The School Board and the County will cost share, in equal proportions, the cost for any capital maintenance (repairs to the roof, floor, etc.) for the gymnasium including the Center. The School Board is responsible for hiring the contractor and performing the needed work or repairs.

7. The School Board agrees that the County may use any athletic facilities constructed by the School Board on the School Board Property, provided scheduling does not otherwise interfere with the primary use of the facility. The primary use of all facilities on the School Board Property, excepting the areas exclusively occupied by County, will be to support the operation of the School.

8. The School Board will provide the County with access to the lift station and mechanical/electrical room for emergency purposes.

9. The School Board will construct road access to the School Board Property and the County Property from Bass Road and from Summerlin Road. The cost of that portion of the access roads that are to provide access to both the County Property and the School Board Property will be shared equally. Such costs will be determined once a proposal for the roadwork has been accepted.

SECTION IV: LIABILITY

1. The County agrees to exercise reasonable care in the conduct of its activities involved during the use of the specified facilities as described in this Agreement. The County further agrees to repair, replace or reimburse School Board for any damages to facilities located on the School Board Property caused by the County, its agents, employees or citizens who use the facility as a result of this agreement.

The County anticipates using such facilities during the following days, months and times:

a. Areas marked "C" (colored pink) on the attached Exhibit "C" (floor plan of the gymnasium) are areas occupied and used exclusively by Lee County. Such "C" areas will be used by Lee County during Monday through Sunday (all day/any time). In the event that the County is not using such areas or facilities, the School Board may schedule same for its use through the County's representative.

b. Areas marked "A" (colored green) on the attached Exhibit "C" are areas to be used solely and exclusively by School Board. The County may not use such areas at anytime (unless otherwise agreed upon by the School Board).

c. Areas marked "B" (colored blue) on the attached Exhibit "C" are areas occupied by School Board. The County may use such areas when the School is not in session or when the School has not scheduled activities that require use of the areas. Scheduling of these areas will be mutually agreed upon by County and School Board.

d. The Parties will develop an operational policy to address any daily operational issues for the facilities within 90 days of project completion.

2. The County shall extend its insurance coverage to the facilities located on the School Board Property when the County uses them for recreational purposes by listing it as an additional insured property on the County's existing policies.

3. Indemnification

a. Subject to the limitations as set out in Florida Statutes §768.28, the County shall defend, hold harmless and indemnify School Board from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the County, its agents, employees, contractors or during the County's use of the facilities located on the School Board Property.

b. Subject to the limitations as set forth in Florida Statutes, §768.28, School Board shall defend, hold harmless and indemnify the County from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the acts or omissions of School Board, its agents, employees, and contractors for the construction of the facility. The provisions of this paragraph are not intended to abrogate the sovereign immunity of School Board beyond that set forth in Section 768.28, Florida Statutes.

4. This Agreement contains the entire agreement between the County and School Board, any verbal understanding, statements or prior writings or agreements to the contrary notwithstanding.

5. No change or modification to this Agreement shall be effective unless the same is in writing and signed by both parties.

SECTION V: DEFAULT

If at anytime either party fails to fulfill its obligations under this Agreement, the other party is entitled to terminate this Interlocal Agreement in accordance with the provisions set forth in Section VI. Failure of either party to exercise its rights in the event of any breach shall not constitute a waiver of such rights. Neither the County nor the School Board is deemed to have waived any failure to perform by the party unless such waiver is in writing and signed by the waiving party.

SECTION VI: CONTACT PERSON

1. The Director of Parks and Recreation, or his designee, shall be the County's contact person with the School Board, and the Executive Director of School Support or his designee shall be the School Board's contact person with the County. If one entity wishes to schedule the other entity's facilities, the requests shall go through the above-mentioned contact person.

2. The Executive Director of School Support or his designee shall have the responsibility of ensuring cooperation with and coordinating the use with the school principals as to the County scheduling School Board facilities or developing additional facilities on the School Board property.

3. The School Board will educate new staff members on the content of this Agreement and the County's right to use the facilities to ensure that the County is granted proper access to the facilities as provided for in this Interlocal Agreement.

SECTION VII: DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the

purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.

SECTION VIII: ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part thereof, shall be made by either Party unless approved by both the School Board and the County.

IN WITNESS WHEREOF, the County and School Board hereto have set their hands and seals on the date and year indicated.

The School Board of Lee County Florida

Lee County, Florida by its Board of County Commissioners

By: 
Dr. James Browder, III
Its: Superintendent

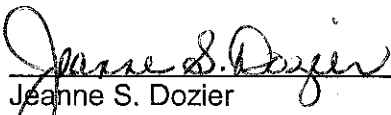
By: _____
John Albion
Its: Chairman

Date: 4-29-04

Date: _____

RATIFIED AND APPROVED:

Charlie Green, Clerk

By: 
Jeanne S. Dozier
Its: Chairman

By: _____
Deputy Clerk

Date: 4-29-04

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Keith B. Martin, Esq.
School Board Attorney

By: _____
Office of the County Attorney

Date: 4/28/04

Date: _____

APPROVED
APR 22 2004
SCHOOL BOARD OF
LEE COUNTY

APPROVED

FIRST ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN SCHOOL

APR 29 2004

BOARD OF LEE COUNTY AND LEE COUNTY FOR MIDDLE SCHOOL JJ

SCHOOL BOARD OF
LEE COUNTY

This ADDENDUM TO INTERLOCAL AGREEMENT is made and entered into this 29th day of April 2004, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereafter referred to as "COUNTY", and the LEE COUNTY SCHOOL BOARD, a public agency of the State of Florida, hereafter referred to as " School Board".

WITNESSETH:

WHEREAS, the School Board and the Board of County Commissioners have previously entered into an Interlocal Agreement with regard to Middle School JJ (hereinafter "Interlocal Agreement"); and

WHEREAS, both the School Board and the County have been advised of concerns of the residents of Lexington Country Club with regard to the use of Bass Road for access to Middle School JJ; and

WHEREAS, the School Board and the County have agreed to construct and share the cost of improvements to Bass Road in order to address those concerns; and

WHEREAS, both the School Board and the County wish to amend said Interlocal Agreement to reflect their agreement with respect to this additional construction; and

WHEREAS, both the School Board and the County are duly empowered pursuant to Florida Statutes, in particular Section 163.01, to enter into interlocal agreements for the sharing of certain governmental powers and obligations.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the School Board and the County, intending to be legally bound, hereby agree to amend the Interlocal Agreement as follows:

Under SECTION II: OBLIGATIONS OF THE COUNTY, a new paragraph 7 will be added, as follows:

7. The County agrees to install a sidewalk, five (5) feet in width, along the west side of Bass Road from the intersection with Summerlin Road to the entrance to Middle School JJ. The cost of said sidewalk is estimated at \$33,000.00.

Under SECTION III: OBLIGATIONS OF THE SCHOOL BOARD, a new paragraph 10 will be added, as follows

10. The School Board will construct a turn lane consisting of a 50 foot taper and 200 feet of storage on the west side of Bass Road to provide entry into Middle School JJ. The cost of construction of the turn lane is estimated to be \$35,000.00.

The balance of the Interlocal Agreement will remain unchanged.

IN WITNESS WHEREOF, the County and School Board hereto have set their hands and seals on the date and year indicated.

The School Board of Lee County Florida

Lee County, Florida by its Board of County Commissioners

By: [Signature]
Dr. James Browder, III
Its: Superintendent

By: _____
John Albion
Its: Chairman

Date: 4-29-04

Date: _____

RATIFIED AND APPROVED:

Charlie Green, Clerk

By: [Signature]
Jeanne S. Dozier
Its: Chairman

By: _____
Deputy Clerk

Date: 4-29-04

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: [Signature]
Keith B. Martin, Esq.
School Board Attorney

By: _____
Office of the County Attorney

Date: 4/28/04

Date: _____

APPROVED

APR 29 2004

SCHOOL BOARD OF
LEE COUNTY

**Heather W. Hawkins
1648 Periwinkle Way, Suite B
Sanibel, FL 33957**

CROSS-EASEMENT AGREEMENT

THIS CROSS-EASEMENT AGREEMENT (the "Easement Agreement") dated this _____ day of May, 2004, by and between Lee County, a Charter County of the State of Florida, whose address is _____ (the "County") and The School Board of Lee County, Florida, whose address is 2055 Central Avenue, Fort Myers, Florida 33908 (the "Board").

WITNESSETH

WHEREAS, the County is the owner of that certain property located in Lee County, Florida, described in Exhibit "A" attached hereto and incorporated herein by reference (the "County Property"); and

WHEREAS, the Board is the owner of that certain property located in Lee County, Florida, described in Exhibit "B" attached hereto and incorporated herein by reference (the "Board Property"); and

WHEREAS, the southerly boundary of the Board Property is contiguous to the northerly boundary of the County Property; and

WHEREAS, the County and the Board desire to exchange easements with each other so that the County and the Board will each have access to Bass Road and to Summerlin Road.

NOW, THEREFORE, in consideration of the above-referenced recitals and the mutual covenants and grants contained herein, the sufficiency of said consideration being acknowledged by both parties hereto, the parties do hereby grant, covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The County grants unto the Board a non-exclusive perpetual easement for ingress and egress purposes together with the right to construct, maintain and repair the easement, over, under and across the portion of the County property more particularly described in Exhibit "C" attached hereto ("Easement 1").
3. The Board hereby grants unto County a non-exclusive perpetual easement for ingress and egress purposes, together with the right to construct, maintain and repair the easement over, upon and across the portion of the Board property more particularly described on Exhibit "D" attached hereto ("Easement 2").

4. The Board hereby grants unto County an eight (8) foot wide utility easement as more particularly described on Exhibit "E" attached hereto to provide County with access to the sewer lift station on Board's property ("Sewer Easement"). Easement 1, Easement 2 and the Sewer Easement will be known collectively as the "Easement Areas".

5. The parties agree that the County and Board shall cooperate in the development of Easement 1 and Easement 2 and shall share equally the costs of design, construction and maintenance of the roadway, landscaping, drainage system, lighting, utilities, entrance features and all other components and areas related to Easements 1 and 2, in good repair, safe condition and in keeping with all governmental permits and approvals.

6. The County agrees to pay the costs of design and construction of any connection to the Board's sewer lift station through, upon or over the Sewer Easement.

7. Each party agrees to refrain from causing any lien (other than mortgages and other financing instruments) to be placed upon the Easement Areas, including mechanic's liens or any form of voluntary lien except as expressly set forth herein. In the event either party shall allow an unpermitted lien to be placed upon any part of the Easement Areas or the which is not satisfied or removed within five (5) business days after written notice, the innocent party shall have the right, by action at law or in equity, to compel the offending party to satisfy the lien or transfer the lien to bond.

8. Subject to the limitations as set out in Florida Statutes §768.28, the County shall defend, hold harmless and indemnify School Board from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the County, its agents, employees, contractors or during the County's use of Easement Areas.

9. Subject to the limitations as set forth in Florida Statutes, §768.28, School Board shall defend, hold harmless and indemnify the County from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the acts or omissions of School Board, its agents, employees, and contractors or during the School Board's use of the Easement Areas. The provisions of this paragraph are not intended to abrogate the sovereign immunity of School Board beyond that set forth in Section 768.28, Florida Statutes.

10. This Easement Agreement shall be appurtenant to the County Property and the Board Property and shall run with the lands. This Easement Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The parties acknowledge that the easements granted herein are non-exclusive easements and each party hereto shall have the right to grant additional and further easements over the portion of any Easement Area owned by that party, provided, however, such additional easements shall not, in any way, interfere with the easement rights granted herein.

11. As a condition precedent to a party bringing any suit for breach of this Easement Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties.

The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Easement Agreement. This remedy is supplemental to any other remedies available at law.

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS, GRANTEE

Attest: Charlie Green, Clerk

By: _____
Deputy Clerk

By: _____
Ray Judah
Chairman

Approved as to Form:

Office of County Attorney

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, GRANTEE

Attest:

By: _____
James W. Browder, III, Ed.D.
Secretary and District Superintendent

By: _____
Jeanne Dozier
Chairman

Approved as to Form:

School Board Attorney

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2004, by Jeanne Dozier and James W. Browder, III, Ed.D. as Chairman and Secretary of THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, respectively, on behalf of the School Board, who are personally known to me or who have produced _____ as identification.

My Commission Expires:

Notary Public

Print/Type Name of Notary

Commission No. _____

This Instrument Prepared by:
LEE COUNTY ATTORNEY'S OFFICE
Post Office Box 398
Fort Myers, Florida 33902-0398

A Portion of STRAP No. **04-46-24-00-00007.0000**
04-46-24-00-00007.0002

COUNTY DEED
(Statutory)

THIS DEED, executed this _____ day of _____, 2004, by **LEE COUNTY, FLORIDA, a political subdivision of the State of Florida**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, COUNTY, to **THE SCHOOL BOARD OF LEE COUNTY, a public agency of the State of Florida**, whose address is 2055 Central Avenue, Fort Myers, Florida 33901, Grantee.

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

See, Attached Exhibit "A"

In accordance with Florida Statutes s. 270.11, the COUNTY hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the subject land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the subject land with the privilege to mine and develop each interest. Provided, however, the right of entry with respect to any interest in phosphate, minerals, metals or petroleum reserved in favor of the County is hereby released if the subject parcel being conveyed is or has always been a contiguous tract of less than 20 acres in the aggregate under the same ownership.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

(OFFICIAL SEAL)

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

By: _____
Office of County Attorney

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 4; THENCE NORTH 0°48'18" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 AND THE EASTERLY LINE OF AN INGRESS / EGRESS AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2591 PAGE 3848 PUBLIC RECORDS OF LEE COUNTY, FLORIDA A DISTANCE OF 1233.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE CONTINUE NORTH 0°48'18" WEST ALONG SAID 1/4 SECTION LINE AND ALONG SAID EASEMENT LINE A DISTANCE OF 150.00 FEET; THENCE LEAVING SAID 1/4 SECTION LINE AND LEAVING SAID EASEMENT LINE SOUTH 89°11'42" WEST A DISTANCE OF 40.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID EASEMENT; THENCE CONTINUING SOUTH 89°11'42" WEST A DISTANCE OF 20.00 FEET TO THE SOUTHEASTERLY CORNER OF SUMMERLIN PARK AS SHOWN ON THE PLAT THEREOF AND AS RECORDED IN PLAT BOOK 64 PAGES 72 THROUGH 74 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUING SOUTH 89°11'42" WEST ALONG THE SOUTHERLY LINE OF SAID PLAT A DISTANCE OF 1,273.26 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 384 PAGE 205 AND THE SOUTHWESTERLY CORNER OF SAID PLAT; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 44°45'32" WEST ALONG SAID SOUTHEASTERLY LINE A DISTANCE OF 322.25 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CURVE CONCAVE WESTERLY AND WHOSE RADIUS POINT BEARS SOUTH 65°20'36" WEST A DISTANCE OF 200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 18°11'19" AN ARC DISTANCE OF 63.49 FEET; THENCE SOUTH 06°28'05" EAST A DISTANCE OF 79.47 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°20'13" AN ARC DISTANCE OF 294.39 FEET; THENCE NORTH 89°11'42" EAST A DISTANCE OF 691.57 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°56'09" AN ARC DISTANCE OF 184.78 FEET; THENCE NORTH 36°15'33" EAST A DISTANCE OF 296.57 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°57'42" AN ARC DISTANCE OF 184.87 FEET; THENCE NORTH 88°59'35" EAST A DISTANCE OF 150.80 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EASTERLY LINE OF SAID SOUTHWEST 1/4 AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; CONTAINING 15.029 ACRES OF LAND, MORE OR LESS; SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT "A"