

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

**Blue Sheet No. 20060593**

**1. ACTION REQUESTED/PURPOSE:** Approve Resolution authorizing an exchange of real property interests (under 125.37, F.S.) with the School Board (in the North Fort Myers Academy of the Arts area). Approve the "Interlocal Agreement Between the School Board and Lee County for Real Property Conveyances at the North Fort Myers Academy for the Arts". Authorize the Chairwoman's signature on the Interlocal Agreement. Authorize payment of costs to close and staff to handle all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** Authorizes an exchange of County-owned property under Florida Statutes 125.37.

**3. MANAGEMENT RECOMMENDATION:** Staff recommends approval.

<b>4. Departmental Category:</b> <u>  A2A  </u>		<b>5. Meeting Date:</b> <u>  05-30-2006  </u>
<b>6. Agenda:</b> <input type="checkbox"/> Consent <input checked="" type="checkbox"/> <b>Administrative</b> <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b> <input checked="" type="checkbox"/> Statute <u>  125.37  </u>	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
	<b>8. Request Initiated:</b> Commissioner _____ Department <u>  Construction &amp; Design/  </u> Division <u>  County Attorney  </u> By: <u>  Jim Lavender, Director  </u> <u>  Public Works  </u>	

**9. Background:**

The exchange is beneficial to both the County and the School Board in that the 2.039 acres from the School Board will provide an efficient Emergency Medical Services Facility site, which will lower existing response times to the North Fort Myers service area. By exchanging real property interests, the County saves acquisition costs that would otherwise be incurred in searching for another satisfactory parcel to accommodate its needs. The 20 ± acres that the School Board will receive from Lee County is located contiguous to the North Fort Myers Academy of the Arts and can be used for enhanced school programs in the future. Upon assuming ownership of the 20± acres parcel, the School Board will also assume the maintenance responsibility for such property. Lee County is reserving an easement in such property for drainage and a future bike path/sidewalks as part of Lee County Parks and Recreation's Greenway and Trails program. Costs to close – estimated at \$100.00 (recording fees).

The Interlocal Agreement was approved by the Lee County School Board on March 28, 2006.

Attachments: Notice of Intent to Adopt a Resolution  
Resolution  
Interlocal Agreement

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>				<i>[Signature]</i>	<i>[Signature]</i> 5/10/06	<i>[Signature]</i> 5/10/06	<i>[Signature]</i> 5/10/06	<i>[Signature]</i> 5/10/06	<i>[Signature]</i> 5/10/06

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
5-9-06
1:42
COUNTY ADMIN FORWARDED TO:
<i>[Signature]</i>
<i>[Signature]</i>

## NOTICE OF INTENT TO ADOPT A RESOLUTION

Please be advised that on May 30, 2006 at 9:30 a.m. in the Commissioners Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida will consider and take action on the adoption of a resolution authorizing the exchange of public property for other real property from the Lee County School Board pursuant to Florida Statutes §125.37. The public property to be exchanged is the County's interest in 20.0± acres in the North Fort Myers Suncoast Area described as follows:

Strap No. 26-43-24-00-00026.0020

LEGAL DESCRIPTION:

(AS RECORDED ON OR BOOK 2165 AT PAGE 905)

FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 88° 38' 11" WEST, ALONG THE NORTH LINE OF SAID SECTION FOR 1,401.51 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OR PARCEL; THENCE CONTINUE NORTH 88° 38' 11" WEST ALONG SAID SECTION LINE FOR 501.41 FEET; THENCE SOUTH 11° 11' 41" EAST, ALONG THE WEST LINE OF THE FLORIDA POWER AND LIGHT TRANSMISSION LINE EASEMENT AS RECORDED IN MISC. BOOK 14, AT PAGE 263 OF THE LEE COUNTY, FLORIDA PUBLIC RECORDS FOR 1,652.96 FEET; THENCE SOUTH 88° 50' 06" EAST FOR 298.78 FEET; THENCE SOUTH 10° 54' 03" EAST FOR 316.22 FEET; THENCE SOUTH 89° 13' 41" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHEAST ¼ OF SAID SECTION 26 FOR 203.61 FEET; THENCE NORTH 11° 11' 41" WEST, ALONG THE WEST LINE OF THE ABANDONED S.A.L. RAILROAD RIGHT-OF-WAY FOR 1,966.32 FEET TO THE POINT OF BEGINNING, CONTAINING 20.0 ACRES.

The property to be received by the County from the Lee County School Board in exchange is approximately 2.039 acres more or less and described as follows:

A tract or parcel of land being the North 139.00 feet of the South One-Half (S ½) of the Southeast One-Quarter (SE ¼) of the Northeast One-Quarter (NE ¼), of the Northwest One-Quarter (NW ¼) of Section 26, Township 43 South, Range 24 East, Lee County, Florida.

Less the Westerly 25 feet thereof for right-of-way of Garden Street.

Parcel contains 2.039 acres, more or less.

The terms of the exchange are more fully set forth in the Interlocal Agreement to be executed and adopted in conjunction with this exchange. Under this Agreement, Lee County agrees to use the property for an Emergency Management Services Facility. The parties to this agreement are Lee County School Board and Lee County.

Copies of this Notice, the proposed Resolution, and Interlocal Agreement are on file in the Minutes Office of the Clerk of the Circuit Court of Lee County. The public may inspect or copy the documents during regular business hours at the Division of Public Resources. The Minutes Office and the Division of Public Resources are located in the Courthouse Administration Building, 2115 Second Street, Fort Myers, Florida.

Interested parties may appear at the meeting, in person or through a representative, and be heard with respect to the proposed land exchange, resolution or interlocal agreement.

Anyone wishing to appeal the decision(s) made by the Board with respect to any matter considered at this meeting will need a record of the proceedings. Generally, a verbatim record, including all testimony and evidence upon which the appeal is to be based, will be necessary.

The Resolution, if adopted by the Board at this meeting, will take effect immediately.

If you have a disability that will require special assistance or accommodations for your attendance at the public hearing, please call the Lee County Division of Public Resources at 335-2269 for information.

PLEASE BE GOVERNED ACCORDINGLY.

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Charlie Green, Ex-Officio  
Clerk to the Board of County  
Commissioners of Lee County, Florida

Approved as to form:

By:  \_\_\_\_\_  
Office of the County Attorney

Publishing Dates: May 16, 2006 and May 23, 2006

LEE COUNTY RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE EXCHANGE OF PROPERTY (IN THE AREA OF NORTH FORT MYERS ACADEMY OF THE ARTS) RELATING TO LEE COUNTY RECEIVING 2.039± ACRES FROM THE LEE COUNTY SCHOOL BOARD IN EXCHANGE FOR GIVING THE LEE COUNTY SCHOOL BOARD 20.0± ACRES; PROVIDING FOR CERTAIN AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**RECITATIONS**

**WHEREAS**, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida; and,

**WHEREAS**, the Board of County Commissioners has certain powers and authority relative to exchanging real property with another public entity, pursuant to Section 125.012(3), Florida Statutes; and,

**WHEREAS**, the Lee County School Board ("School Board") is a public agency which is organized for the purposes of ensuring the construction and opening of public educational facilities; and,

**WHEREAS**, the School Board desires to enter into an Interlocal Agreement with Lee County for the transfer of approximately 2.039± acres (located in the area of the North Fort Myers Academy of the Arts) and further described in Exhibit "A", to Lee County in exchange for 20.0± of Strap No. 26-43-24-00-00026.0020 and further described in Exhibit "B", hereto; and,

**WHEREAS**, the Board of County Commissioners has carefully reviewed the transfer of real property interests and believes it is in the best interest of the public to exchange the real property interests described herein.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS** that:

1. The above recitations are true and accurate and are hereby adopted and incorporated herein as if set out at length.
2. Lee County recognizes and accepts, subject to the conditions set forth in the Interlocal Agreement, the School Board's exchange of the subject real property interests with Lee County.
3. Lee County agrees to use the property in Exhibit "A" for an Emergency Management Services (EMS) Facility.
4. In order that the proposed transaction is more efficiently consummated, the Board specifically authorizes and directs relevant County staff to develop and finalize any necessary documents for the contemplated transaction, and specifically authorizes the Chairwoman or Vice Chairman of the Board of County Commissioners to execute any and all necessary documents for the said transaction on behalf of the Board of County Commissioners.
5. This Resolution shall become effective immediately upon its adoption.

This exchange has been duly noticed and complies with Section 125.37, Florida Statutes (2005).

The foregoing Ordinance was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and, being put to vote, the vote was as follows:

RAY JUDAH \_\_\_\_\_  
DOUGLAS ST. CERNY \_\_\_\_\_  
ROBERT JANES \_\_\_\_\_  
TAMMY HALL \_\_\_\_\_  
JOHN E. ALBION \_\_\_\_\_

DULY PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of the County Attorney

EXHIBIT "A"

**STRAP No. 26-43-24-00-00026.0020**

**LEGAL DESCRIPTION:**

(AS RECORDED ON OR BOOK 2165 AT PAGE 905)

FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 88° 38' 11" WEST, ALONG THE NORTH LINE OF SAID SECTION FOR 1,401.51 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OR PARCEL; THENCE CONTINUE NORTH 88° 38' 11" WEST ALONG SAID SECTION LINE FOR 501.41 FEET; THENCE SOUTH 11° 11' 41" EAST, ALONG THE WEST LINE OF THE FLORIDA POWER AND LIGHT TRANSMISSION LINE EASEMENT AS RECORDED IN MISC. BOOK 14, AT PAGE 263 OF THE LEE COUNTY, FLORIDA PUBLIC RECORDS FOR 1,652.96 FEET; THENCE SOUTH 88° 50' 06" EAST FOR 298.78 FEET; THENCE SOUTH 10° 54' 03" EAST FOR 316.22 FEET; THENCE SOUTH 89° 13' 41" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26 FOR 203.61 FEET; THENCE NORTH 11° 11' 41" WEST, ALONG THE WEST LINE OF THE ABANDONED S.A.L. RAILROAD RIGHT-OF-WAY FOR 1,966.32 FEET TO THE POINT OF BEGINNING, CONTAINING 20.0 ACRES.

SUBJECT TO A FLORIDA POWER AND LIGHT TRANSMISSION LINE EASEMENT ALONG THE MOST WESTERLY BOUNDARY AS DESCRIBED IN SAID MISC. BOOK 14 AT PAGE 263. ALSO, SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD, SUBJECT TO A 40 FOOT WIDE DRAINAGE EASEMENT ALONG THE NORTHERLY BOUNDARY. SUBJECT TO A 15 FOOT WIDE DRAINAGE CLEAN-OUT EASEMENT ALONG THE EASTERLY BOUNDARY. SUBJECT TO DRAINAGE THROUGH AND STORMWATER RETENTION IN THE EXISTING 6 ACRE LAKE ON THE NORTH 1/2 OF THE PROPERTY, SUBJECT TO AN EASEMENT FOR THE NECESSARY FORCE AND WATER MAIN PIPES WHICH SERVICE THE SUNCOAST ELEMENTARY/MIDDLE SCHOOL WHICH IS ADJACENT TO THE ABOVE DESCRIBED PROPERTY, TOGETHER WITH THE NECESSARY RIGHT TO MAINTAIN SAID PIPES, FORCE MAINS AND WATER MAINS.

SUBJECT TO A 65 FOOT WIDE EASEMENT ALONG THE EASTERLY PROPERTY BOUNDARY, IN FAVOR OF LEE COUNTY, WITH ACCESS RIGHTS THERETO.

EXHIBIT "B"

**STRAP No. 26-43-24-00-00026.0020**  
**LEGAL DESCRIPTION:**

**THE EASTERLY 65 FEET OF THE FOLLOWING DESCRIBED PARCEL:**

**(AS RECORDED ON OR BOOK 2165 AT PAGE 905)**

**FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 88° 38' 11" WEST, ALONG THE NORTH LINE OF SAID SECTION FOR 1,401.51 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OR PARCEL; THENCE CONTINUE NORTH 88° 38' 11" WEST ALONG SAID SECTION LINE FOR 501.41 FEET; THENCE SOUTH 11° 11' 41" EAST, ALONG THE WEST LINE OF THE FLORIDA POWER AND LIGHT TRANSMISSION LINE EASEMENT AS RECORDED IN MISC. BOOK 14, AT PAGE 263 OF THE LEE COUNTY, FLORIDA PUBLIC RECORDS FOR 1,652.96 FEET; THENCE SOUTH 88° 50' 06" EAST FOR 298.78 FEET; THENCE SOUTH 10° 54' 03" EAST FOR 316.22 FEET; THENCE SOUTH 89° 13' 41" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26 FOR 203.61 FEET; THENCE NORTH 11° 11' 41" WEST, ALONG THE WEST LINE OF THE ABANDONED S.A.L. RAILROAD RIGHT-OF-WAY FOR 1,966.32 FEET TO THE POINT OF BEGINNING, CONTAINING 20.0 ACRES.**





# THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901 • (239) 334-1102 • TTD/TTY (239) 335-1512

STEVEN K. TEUBER, J.D.  
CHAIRMAN • DISTRICT 4

ELINOR C. SCRICCA, PH.D.  
VICE CHAIRMAN • DISTRICT 5

ROBERT D. CHILMONIK  
DISTRICT 1

JCANNE S. DOZIER  
DISTRICT 2

JANE E. KUCKEL, PH.D.  
DISTRICT 3

JAMES W. BROWDER, Ed.D.  
SUPERINTENDENT

KEITH B. MARTIN  
BOARD ATTORNEY

April 25, 2006

VIA HAND DELIVERY

Kris Kroslack, Esq.  
Assistant County Attorney  
Lee County  
2200 Second Street  
Fort Myers, FL 33901

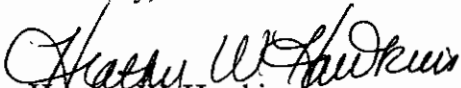
RE: North Fort Myers Academy for the Arts Interlocal

Dear Kris:

Enclosed please find three original executed Interlocal Agreements for the land swap at North Fort Myers Academy for the Arts. Once this has been executed by the County Commission, please return two executed documents with original signatures to my office. We can then discuss the mechanics of making the transfer.

If you have any questions, please feel free to contact me.

Sincerely,

  
Heather W. Hawkins  
Attorney, School Support

2006 APR 27 PM 3:30  
RECEIVED BY  
LEE CO. ATTORNEY

**DISTRICT VISION**  
TO BE A WORLD-CLASS SCHOOL SYSTEM

**DISTRICT MISSION**  
TO PROVIDE A QUALITY EDUCATION IN A SAFE AND WELL-MANAGED ENVIRONMENT

**INTERLOCAL AGREEMENT BETWEEN THE LEE COUNTY SCHOOL BOARD  
AND LEE COUNTY FOR REAL PROPERTY CONVEYANCES AT  
NORTH FORT MYERS ACADEMY FOR THE ARTS**

**APPROVED  
MAR 28 2006**

This Interlocal Agreement ("Agreement") is made this            day SCHOOL BOARD OF LEE COUNTY 2006, by and between **LEE COUNTY**, a political subdivision and Charter County of the State of Florida ("County"), and **THE SCHOOL BOARD OF LEE COUNTY, FLORIDA** ("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 mutually interested in providing facilities that encourage and provide for the development of cultural, technological and educational opportunities in Lee County, and that will benefit the Community; and

**WHEREAS**, the School Board has constructed a public school facility known as North Fort Myers Academy for the Arts which is located on Arts Way in North Fort Myers, Florida, and is further defined by Strap No. 26-43-24-00-00026.0010 ("School Property"); and

**WHEREAS**, the School Board owns the parcel identified in Exhibit "A" and has declared a portion of the parcel (approximately 2.039± acres) unnecessary for educational purposes and deems it in its best interest to transfer the parcel to the County for the County's use as an Emergency Management Services Facility ("EMS Property"); and

**WHEREAS**, the County owns the parcel identified on Exhibit "B" (approximately 20.0± acres) which is defined by Strap No. 26-43-24-00-00026.0020 ("County Property") and finds the parcel unnecessary for County purposes and further finds it in the best interest of the County to exchange the parcel for the parcel identified on Exhibit "A"; and

**WHEREAS**, both the School Board and the County are duly empowered pursuant to Florida Statutes, 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 mutual covenants contained herein, the County and the School Board agree as follows:

**SECTION ONE: PURPOSE**

It is the purpose and intent of this Agreement to define the terms and conditions for the County's conveyance by County Deed of that certain real property which is described on the attached Exhibit "B" to the School Board in exchange for the School Board's conveyance by Deed of that certain real property which is described on the attached Exhibit "A". The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

**SECTION TWO: OBLIGATIONS OF THE COUNTY**

The County owns the parcel identified in Exhibit "B". The County agrees to convey such real property to the School Board subject to the County's reservation of a sixty five (65) foot easement for utilities, drainage and maintenance, and bike path or sidewalk along the easterly boundary of the parcel and the County's right to access same in accordance with the Easement for Utilities, Drainage and Bike Path attached hereto as Exhibit "C". Such conveyance is also made subject to existing easements,

restrictions and covenants of record as depicted on the boundary survey prepared by Metron Surveying and Mapping, LLC, dated May 11, 2005, File Name 7994SR.DWG. The County will allow the School Board to review plans for any proposed entrances to the EMS Property to ensure that it will not interfere with access to the remainder of the School Property.

**SECTION THREE: OBLIGATIONS OF THE SCHOOL BOARD**

A. The School Board owns the parcel identified in Exhibit "A". The School Board agrees to convey a fee simple interest in such real property to the County. The County agrees to use the property to construct an Emergency Management Services (EMS) Facility. Such conveyances will occur no later than sixty (60) days after this Agreement has been approved by both parties.

B. The School Board shall grant to the County the easement described in Section Two above.

**SECTION FOUR: AMENDMENTS TO THE AGREEMENT**

Changes must be prepared as written amendments, signed by both the School Board and the County. Such amendments will be incorporated into the body of this original Agreement and attached hereto. All other provisions of this Agreement will remain in full force and effect.

**SECTION FIVE: CONTACT PERSONS**

For purposes of this Agreement and any notices or correspondence, the following persons are deemed to be the contact person for the parties:

For the County:

James Lavender, Public Works Director

Lee County  
Post Office Box 398  
Fort Myers, Florida 33902

For the School Board:

William G. Moore, Jr., Executive Director, School Support  
The School District of Lee County  
Department of Construction Services  
3308 Canal Street  
Fort Myers, Florida 33916

**SECTION SIX: SCOPE OF THE AGREEMENT**

This Agreement, including any incorporated exhibits or amendments, constitutes the entire agreement between the parties and will supersede and replace any or all prior agreements or understanding, either written or oral, relating to the same matters herein.

**SECTION SEVEN: DISPUTE RESOLUTION**

As a condition to either party bringing a suit for breach of this Agreement, a 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 will each pay 50% of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute will not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.

**SECTION EIGHT: ACCEPTANCE**

The Agreement will become effective on the date first written above. This Agreement, and any subsequent amendments hereto, will be filed with the Clerk of the Circuit Court for Lee County and the Lee County School Board Clerk.

**IN WITNESS WHEREOF**, the parties have set their hands and seals hereto intending to be bound as the day and year first above written.

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS


Attest: Charlie Green, Clerk

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tammara Hall  
Chairwoman

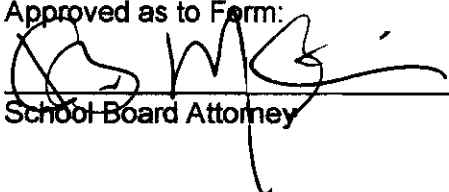
Approved as to Form:

\_\_\_\_\_  
Office of County Attorney

Attest: \_\_\_\_\_  
By:   
James W. Browder, III, Ed.D.  
Secretary and District Superintendent

THE SCHOOL BOARD OF LEE COUNTY,  
FLORIDA

By:   
Steven Teuber  
Chairman

Approved as to Form:  
  
\_\_\_\_\_  
School Board Attorney

**APPROVED**

**MAR 28 2006**

**SCHOOL BOARD OF  
LEE COUNTY**

***EXHIBIT "A"***

A tract or parcel of land being the north 139.00 feet of the South One-Half (S ½) of the Southeast One-Quarter (SE ¼) of the Northeast One-Quarter (NE ¼), of the Northwest One-Quarter (NW ¼) of Section 26, Township 43 South, Range 24 East, Lee County, Florida.

Less the westerly 25 feet thereof for right of way of Garden Street.

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SUBJECT TO A 65 FOOT WIDE EASEMENT ALONG THE EASTERLY PROPERTY BOUNDARY, IN FAVOR OF LEE COUNTY, WITH ACCESS RIGHTS THERETO.



This Instrument Prepared by:  
Heather W. Hawkins  
Lee County School District  
3308 Canal Street  
Fort Myers, FL 33916  
STRAP No.:

### EASEMENT FOR UTILITIES, DRAINAGE AND BIKE PATH

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, between the School Board of Lee County, Florida, whose address is 2055 Central Avenue, Fort Myers, Florida 33901, hereinafter referred to as "Grantor," and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "County":

#### WITNESSETH:

1. For good and valuable consideration, which is hereby acknowledged, Grantor hereby grants to the County a non exclusive easement in Lee County, Florida, located in the area described as set forth in Exhibit "A" attached hereto (Easement Area) for the following purposes:

- a. Drainage in, under and across the Easement Area;
- b. Right of way for a bikepath/sidewalk; and
- c. Installation and maintenance of Public Utilities.

2. Grantee has the right and authority to construct and maintain stormwater treatment and drainage facilities, including the installation of pipe, within the Easement Area in accordance with appropriate permits issued for construction and maintenance. The Grantee is not limited to any one diameter size, type or number of connections to other stormwater lines or systems for providing drainage.

3. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege and authority to construct, replace, renew, extend and maintain, public utility facilities, to include, but not be limited to: electrical power, telephone, fiber optic cable, sewer systems and water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the Easement Area, with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement. The Grantee is not limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and adjacent properties.

4. The County is hereby granted the right to construct, replace, renew, extend and maintain a public bike path/sidewalk. The Grantee is not limited in the construction of the bike path/sidewalk to a particular type, style, material or design.

Exhibit "C"

5. Title to any improvements constructed by the Grantee hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or any public utility providing service.

6. Grantee also has the right and authority to remove or trim any roots, trees or other vegetation or structures, including fencing, within the easement area in order to properly install and maintain improvements and systems operation.

7. Grantor warrants that subject to any existing public roadway or utility easements, Grantor is in lawful possession of the subject property free and clear of all liens and encumbrances, except those recorded in the public records, and has the right and power to convey this easement.

8. Grantee will have a reasonable right of access for the purposes of reaching the described easement on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within that easement will be restored by the Grantee to the condition in which it existed prior to the damage.

THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns. Grantor, by signing this easement grant, and Grantee, by accepting this easement grant, agree to abide by the terms and conditions contained herein.

SCHOOL BOARD OF LEE COUNTY,  
FLORIDA

Attest:

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

By: \_\_\_\_\_  
Steven Teuber  
Chairman

Approved as to Form:

\_\_\_\_\_  
School Board Attorney

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by Steven Teuber, Chairman of School Board of Lee County, Florida, and James W. Browder, III, Ed.D., Secretary and District Superintendent of School Board of Lee County, Florida, on behalf of the Board, who are personally known to me or who have produced \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print/Type Name of Notary

Approved and accepted on behalf of Lee County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2006.

LEE COUNTY, FLORIDA, BY ITS BOARD OF  
COUNTY COMMISSIONERS

Attest: Charlie Green, Clerk

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Tammara Hall  
Chairman

Approved as to Form:

\_\_\_\_\_  
Office of County Attorney

Exhibit "A"

**STRAP No. 26-43-24-00-00026.0020**  
**LEGAL DESCRIPTION:**

**THE EASTERLY 65 FEET OF THE FOLLOWING DESCRIBED PARCEL:**

**(AS RECORDED ON OR BOOK 2165 AT PAGE 905)**

**FROM THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE NORTH 88° 38' 11" WEST, ALONG THE NORTH LINE OF SAID SECTION FOR 1,401.51 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OR PARCEL; THENCE CONTINUE NORTH 88° 38' 11" WEST ALONG SAID SECTION LINE FOR 501.41 FEET; THENCE SOUTH 11° 11' 41" EAST, ALONG THE WEST LINE OF THE FLORIDA POWER AND LIGHT TRANSMISSION LINE EASEMENT AS RECORDED IN MISC. BOOK 14, AT PAGE 263 OF THE LEE COUNTY, FLORIDA PUBLIC RECORDS FOR 1,652.96 FEET; THENCE SOUTH 88° 50' 06" EAST FOR 298.78 FEET; THENCE SOUTH 10° 54' 03" EAST FOR 316.22 FEET; THENCE SOUTH 89° 13' 41" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTH 3/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26 FOR 203.61 FEET; THENCE NORTH 11° 11' 41" WEST, ALONG THE WEST LINE OF THE ABANDONED S.A.L. RAILROAD RIGHT-OF-WAY FOR 1,966.32 FEET TO THE POINT OF BEGINNING, CONTAINING 20.0 ACRES.**