

RESOLUTION NUMBER 23-45

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF LEE COUNTY AND THE TOWN OF FORT MYERS BEACH REGARDING THE REBUILD, EXPANSION AND OPERATION OF FORT MYERS BEACH ELEMENTARY SCHOOL; AUTHORIZING THE EXECUTION OF THE AGREEMENT BY THE MAYOR AND AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

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

WHEREAS, the School Board and the Town each constitute a "public agency" within the meaning of the Florida Interlocal Cooperation Act of 1969 (the "Interlocal Act"), and each is authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege, or authority that each of them could exercise separately; and

WHEREAS, the School Board and the Town both serve the people of the Town of Fort Myers Beach; and

WHEREAS, On September 28, 2022, Hurricane Ian made landfall as a Category 4 Hurricane in Southwest Florida, with sustained winds of approximately 150 miles per hour. The storm inflicted a catastrophic storm surge and wind damage in Lee County causing severe damage to Fort Myers Beach Elementary School ("FMBE"); and

WHEREAS, there is a mutual desire by the Lee County School Board ("LCSB") and the Town of Fort Myers Beach ("Town") to continue the operations of FMBE in a sound and fiscally responsible way; and

WHEREAS, The LCSB and Town desire to enter into an Interlocal Agreement ("ILA") setting forth the terms and conditions of a new collaboration to assist the LCSB in re-building, operating, and maintaining FMBE; and

WHEREAS, the LCSB and Town have determined that it is in the best interest of the community to enter into the ILA to fully set forth mutually acceptable terms and conditions of this collaborative effort between the parties.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. The Agreement attached hereto as Exhibit "A", between the School Board and Town, regarding the rebuild, expansion and operation of Fort Myers Beach Elementary School. The Mayor is authorized to execute the Agreement on behalf of the Town and all appropriate Town officials are authorized to take all necessary steps to implement the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon a motion by Vice Mayor Atterholt and seconded by Council Member King, and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	aye
Jim Atterholt, Vice Mayor	aye
John R. King, Council Member	aye
Bill Veach, Council Member	aye
Karen Woodson, Council Member	aye

ADOPTED this 15th day May 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH


Dan Allers | May 24, 2023 12:51 EDT

Dan Allers, Mayor

ATTEST:



Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH EXCLUSIVELY:


John Herin May 31, 2023 11:41 EDT

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 31 day of May 2023.

John Herin

INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF FORT MYERS BEACH
AND
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA
REGARDING THE FORT MYERS BEACH ELEMENTARY SCHOOL

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this 15th day of May, 2023, by and between THE TOWN OF FORT MYERS BEACH (“Town”), a Florida Municipal Corporation, acting by and through its Town Council, the governing body thereof, and THE SCHOOL BOARD OF LEE COUNTY, FLORIDA a public body corporate and political subdivision existing under the laws of the State of Florida, its successors and assigns (“School Board”); collectively or singularly also referred to herein as “Party” or the “Parties”.

WITNESSETH:

WHEREAS, the School Board and the Town serve the residents of the Town of Fort Myers Beach;

WHEREAS, the School Board and the Town each constitute a “public agency” within the meaning of the Florida Interlocal Cooperation Act of 1969 (the “Interlocal Act”), and each is authorized under the Interlocal Act to enter into interlocal agreements providing for the joint exercise of any power, privilege, or authority that each of them could exercise separately;

WHEREAS, On September 28, 2022, Hurricane Ian made landfall as a Category 4 Hurricane in Southwest Florida, with sustained winds of approximately 150 miles per hour. The storm inflicted a catastrophic storm surge and wind damage in Lee County causing severe damage to Fort Myers Beach Elementary School (“FMBE”);

WHEREAS, prior to Hurricane Ian, FMBE had experienced declining student enrollment;

WHEREAS, there is a mutual desire by the Board and the Town to continue the operations of FMBE in a sound and fiscally responsible way;

WHEREAS, the Town and School Board now intend to enter into this Agreement setting forth the terms and conditions of a new collaboration to assist the School Board in re-building, operating, and maintaining FMBE as set forth herein;

WHEREAS, the School Board and the Town previously entered into an Interlocal Agreement Relating to the Exchange of Real Property and Improvements, dated effective October 7, 2020, as amended by that certain First Amendment to Interlocal Agreement Relating to the Exchange of Real

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Property and Improvements fully executed on December 21, 2020 (collectively, the "Exchange Agreement");

WHEREAS, the School Board and Town will revise the Exchange Agreement as may be necessary to serve best the needs of the Town's residents, the students of FMBE, and the users of Bay Oaks Recreational Facility;

WHEREAS, the School Board is the owner of certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("School Board Property"), upon which is located FMBE;

WHEREAS, the Town is the owner of that certain real property commonly known as Bay Oaks Recreational Facility, located adjacent to the School Board Property and more particular described in Exhibit "B" attached hereto and incorporated herein by reference (the "Bay Oaks Property");

WHEREAS, the School Board and Town have determined that it shall serve the public interest to enter into this Agreement to fully set forth mutually acceptable terms and conditions of this collaborative effort between the Parties; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the School Board and the Town do hereby agree as follows:

SECTION I: PURPOSE AND EFFECTIVE DATE

1.1 The purpose of the Agreement is to set forth terms and conditions acceptable to the Parties, to accomplish the initiatives enumerated herein, including the re-build and continuing operation of FMBE for students from grades K-5.

1.2 The Recitals set forth above are incorporated into the terms of this Agreement as if fully incorporated herein.

1.3 The "Effective Date" of this Agreement shall be the date on which the latter of the School Board or the Town executes this Agreement and delivers a copy to the other Party.

SECTION II: PHASED ENROLLMENT

School Board Responsibilities:

2.1 Both Parties desire to have students enrolled as of April 2023, return to FMBE as soon as possible utilizing the historic school building located on the School Board Property ("Historic Building"). The School Board shall be responsible for renovating the Historic Building to meet the needs of the current

enrollment, approximately fifty-two (52) students, to be completed during the fall semester of 2023. The Parties recognize that the use of the Historic Building is an integral part of the overall solution to provide an educational facility for students on the island. The School Board shall provide all necessary services to meet the needs of students as set forth herein. The services shall be provided at the sole discretion of the School Board in compliance with applicable law, regulation, and policy.

2.2 Over the next several years, the Parties have a joint goal to increase enrollment to a fiscally feasible level for FMBE in accordance with Section 3 of this Agreement. The School Board shall assist with increasing enrollment and shall attempt to solicit partnerships with other entities to provide attractors to the school to include special programs. In addition, beginning in fiscal year 2024-2025, the School Board shall expand the proximity zone boundaries of FMBE to Summerlin Road and San Carlos Boulevard to allow as many students as possible to attend FMBE.

2.3 Should enrollment increase, the School Board shall provide the necessary facilities and staff to accommodate the increased student enrollment in compliance with applicable law, regulation, and policy. The Town understands that the School Board will be fiscally responsible and legally compliant in doing so. The decision is left to the School Board's sole discretion to determine what is the necessary facility and staff ratios to accommodate the increased enrollment not to exceed 150 student stations.

2.4 For fiscal years 2023-2024, 2024-2025, 2025-2026, and 2026-2027 School Board shall bear the full costs of operating and maintaining FMBE.

2.5 No later than November of 2026, the School Board and Town, through their respective designees, shall review the enrollment numbers at FMBE and begin the discussion as to the future of FMBE with the following options:

a. If FMBE's student enrollment meets the threshold that FMBE can sustain itself at the same level as the other barrier island schools, namely Pine Island Elementary School and the Sanibel School (collectively, "Barrier Island Schools") the School Board shall maintain FMBE as a school operated by the School District of Lee County. The annual cost calculation shall be based on the annual cost per student report submitted to the Department of Education ("DOE") at the end of each fiscal year. ("Cost Per Student Report")

b. Beginning in fiscal year 2027-2028, the Town may provide a financial contribution towards the maintenance and operation of FMBE if it is unable to financially sustain itself at the same level as Barrier Island Schools as set forth in the Cost Per Student Report. The Town's contribution shall be reflective of the difference between FMBE's operational costs and that of other Barrier Island Schools.

c. If, at the end of fiscal year 2026-2027, FMBE is unable to financially sustain itself at the same level as Barrier Island Schools as set forth in the Cost Per Student Report, or if the Town is unable

to provide a financial contribution to cover the difference, the Town may assume the responsibility for the full operation of FMBE by turning it into a municipal charter school for fiscal year 2027-2028. The School Board will assist the Town in expediting the application process for the charter school. At the time the charter school is approved, the School Board will have no further obligation for FMBE. The charter school will be eligible for all funding that is available per federal and state law. Throughout the term of this Agreement, the Town may also collect funds for the startup operation of the charter school. Contemporaneously, the School Board and Town shall come to an agreement for either the sale or lease of the facilities for the operation of the charter school. This provision does not prohibit other charter options from being considered.

d. If, after fiscal year 2026-2027, the Town is unable to cover the cost per student difference as outlined in section b above or move forward with a charter school option as outlined in section b and c above the School Board, at its sole discretion, may close FMBE.

Town Responsibilities:

2.6 Town shall actively recruit students to FMBE to increase enrollment by engaging with their community and local businesses. Parents, PTO, community members, community leaders, and businesses will work on community outreach to inform them of FMBE.

2.7 During the term of this Agreement, the Town shall create an ad-hoc committee that shall meet, at minimum, twice a year to review the student enrollment numbers, DOE survey results, and other matters related to FMBE. There shall be one meeting in May and one in November. The ad-hoc committee shall consist of no more than 10 people and must include members of the community, to include at least one (1) parent with a student attending FMBE, one (1) representative from the Fort Myers Beach business community, one (1) Town Council representative, (5) representatives from the School Board representing operations and planning, academics, Principal of FMBE, budget and finance as well as other members of School Board leadership.

2.8 After fiscal year 2026-2027, the Town may provide a financial contribution towards the maintenance and operation of FMBE if it is unable to financially sustain itself at the same level as Barrier Island Schools as set forth in the Cost Per Student Report as further provided in section 2.5 above.

2.9 At the conclusion of fiscal year 2026-2027, if there are not enough students enrolled for FMBE to financially sustain itself, as determined by the School Board in its sole discretion and based on the Cost Per Student Report, the School Board may close FMBE.

2.10 The School Board and Town will work together to educate businesses and employees about FMBE school programs and encourage employers to provide work schedules that align with school hours and the Bay Oaks after-school program.

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2.11 The Town shall provide access to aftercare programs at Bay Oaks Property. Remediation/remodeling of the Bay Oaks Property shall be completed by the fall semester of 2023. The Town agrees that Bay Oaks Property will not be used as a town hall facility, unless space permits, as determined by the Town in its sole discretion. The Bay Oaks Property and after school program will be ready to host children contemporaneously with the opening of FMBE in the fall semester of 2023.

2.12 The Town shall cooperate with the School Board to allow a portion of the Bay Oaks Property to be used as a staging area for FMBE renovation and construction projects. The Town and the School Board shall share the use of the facilities located on the Town Property and the School Board Property, respectively, subject to such terms, limitations and conditions set forth in the Exchange Agreement, which may be modified from time-to-time as mutually agreed to by the Parties.

SECTION III: PHASED TIMELINE FOR RENOVATION AND BUILD

3.1 The Parties agree to the following implementation schedule:

Phase I

a. The School Board shall be responsible for renovating the Historic Building to meet the temporary needs of the current enrollment, approximately fifty-two (52) students, by the fall semester of 2023.

b. Thereafter, by fiscal year 2024-2025, the School Board shall build additional FMBE facilities to accommodate a permanent kitchen/café.

c. Also, by fiscal year 2024-2025 and in compliance with applicable law, regulation, and policy, SREF, and building code the School Board shall improve the Historic Building with additional classroom space to accommodate the growth in student enrollment not to exceed 80 student stations.

Phase II

a. The School Board shall design and construct additional facilities in compliance with applicable law, regulation, and policy, SREF, and building code to accommodate the growth in student enrollment not to exceed 150 student stations. Said cost shall be borne by the School Board for fiscal years 2023-2024, 2024-2025, 2025-2026, 2026-2027.

b. If FMBE's student enrollment meets the threshold that FMBE can sustain itself at the same level as the other Barrier Island Schools based on the Cost Per Student Report, the School Board shall continue to operate FMBE in compliance with applicable law, regulation, and regulations policy.

3.2 The Parties agree that the School Board retains sole authority to make decisions as may be deemed necessary to adhere to the timelines and costs outlined herein, and to complete the Phase I and Phase II improvements within the time and in the manner specified herein.

3.3 The Parties agree that the School Board will procure all goods and services contemplated by this Agreement in accordance with the School Board's procurement policies and procedures.

SECTION IV: DEFAULT

If either Party fails to materially fulfill its obligations under this Agreement that Party will be in default. The other Party to the Agreement shall provide written notice of the default and an opportunity to cure the default within 60 days of receipt of said notice. If the defaulting Party fails to cure the default within said time, the other Party may terminate this Agreement for cause or breach by providing written notice of termination. Failure of either Party to exercise its rights in the event of any breach shall not constitute a waiver of such rights. Neither the Town nor the School Board is deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the waiving Party. Upon termination of this Agreement in accordance with this paragraph, the non-defaulting Party may exercise its reversionary interest as set forth in the Exchange Agreement.

SECTION V: NOTICE

All notices or demands permitted or required under this Agreement are deemed to have been given or made when delivered in person and signed for or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

If to the School Board: The Superintendent of Schools
Office of the Superintendent
2855 Colonial Blvd.
Fort Myers, Florida 33966

With a Copy to: School Board Attorney and General Counsel
Office of Legal Services
2855 Colonial Blvd.
Fort Myers, Florida 33966

If to the Town: Town Manager
Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

With a Copy to:

Town Attorney
Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

The address to which any notice or demand may be given to either Party may be changed by written notice.

SECTION VI: LIABILITY AND INDEMNIFICATION

6.1 Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the Town shall defend, hold harmless and indemnify the 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 Town, its agents, invitees, licensees, employees, or contractors in connection with the exercise of the Town's rights or fulfillment of the Town's obligations under this Agreement. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the Town beyond that set forth in Section 768.28, Florida Statutes.

6.2 Subject to the limitations as set forth in Florida Statutes, §768.28 and §252.51, the School Board shall defend, hold harmless and indemnify the Town 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 School Board, its agents, invitees, licensees, employees, and contractors in connection with the exercise of the School Board's rights or fulfillment of the School Board's obligations under this Agreement. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the School Board beyond that set forth in Section 768.28, Florida Statutes.

6.3 The Parties shall, respectively, maintain or cause to be maintained in full force and effect commercial general liability insurance on their respective parcels with a combined single limit of liability of (i) not less than One Million and 00/100 Dollars (\$1,000,000.00) for bodily injury to or personal injury or death to any one person and consequential damages arising therefrom, (ii) not less than Two Million and 00/100 Dollars (\$2,000,000.00) for bodily injury to or personal injury or death of more than one person and consequential damages arising therefrom, and (iii) not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for property damage arising out of any one occurrence, and the other Party shall be an additional insured under such policy. Each Party shall always maintain worker's compensation insurance in the minimum statutory limits required by the State of Florida. Such insurance shall be procured from a good and solvent insurance company or companies licensed to do business in the State of Florida. Upon reasonable request, each Party shall provide the other with a copy of the policy of such

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insurance coverage. All insurance policies required to be carried by either Party covering their respective parcel shall, to the extent permitted by law, expressly waive any right on the part of the insurer against the other Party. The Parties agree that their policies will include such waiver clause or endorsement.

SECTION VII: MISCELLANEOUS

7.1 **Term and Termination:** The Parties agree that this Agreement, including all its terms, covenants, conditions, and restrictions, shall continue in force and effect for a term of four (4) years. The Parties may extend the terms of this Agreement by mutual written agreement.

7.2 **Non-Discrimination:** The Parties shall not unlawfully discriminate against any individual based on his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

7.3 **Unavoidable Delay:** In the event that either the School Board or the Town are unable to meet the deadline for their respective obligations under this Agreement due to any circumstance beyond the control of the School Board and/or Town, including without limitation, the occurrence of a force majeure event, then the time for such performance shall be extended as required by such circumstance or the occurrence of such event. Each party shall be responsible for any additional costs arising out of the delay and affecting their respective obligations under this Agreement. The term "*Force Majeure*" shall include without limitation labor strikes (whether lawful or not), fire, tropical cyclone, adverse weather conditions, unavoidable casualties, inability to obtain labor or materials, vandalism, terrorism, civil unrest, moratoriums, financial emergencies and the like.

7.4 **Enforcement of Agreement:** In the event that either Party is required to enforce this Agreement by court proceedings, then the Parties agree that each Party shall pay its own attorney's fees and costs.

7.5 **Entire Agreement:** This Agreement embodies the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior written and/or oral understandings or agreements with respect thereto.

7.6 **Modifications and Amendments:** Modifications and amendments to the provisions contained in this Agreement, including deadlines and schedules, may be made only by an instrument in writing which is executed by both Parties.

7.7 **Joint Preparation:** This Agreement has been negotiated fully between the Parties as an arms-length transaction. Both Parties participated fully in the preparation of the Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both

Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party.

7.8 **Assignment:** This Agreement may not be assigned, in whole or in part, by any Party without prior written consent of the other Party, which may be granted or withheld in its sole discretion. The School Board retains sole authority to select the design professionals, contractors, or other parties for the purpose of performing any of the School Board's obligations hereunder.

7.9 **Third Party Beneficiaries:** This Agreement is solely for the benefit of the School Board and the Town, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the School Board and the Town any right, remedy, or claims under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the School Board and the Town, and their respective representatives, successors, and assigns.

7.10 **Joint Defense:** In the event that a third party or parties challenge the validity of this Agreement unrelated to the Parties through legal proceedings or otherwise, the Parties hereto agree to cooperate with each other in defense of this Agreement, with each such Party to bear its own attorney's fees and costs associated with such defense.

7.11 **Severability:** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

7.12 **Time is of the Essence:** The Parties acknowledge that time is of the essence in the performance of all obligations required hereunder, and all "days" referenced herein, including in any of the attachments, shall be deemed "calendar days" unless otherwise specifically set forth.

7.13 **Controlling Laws:** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in Lee County, Florida.

7.14 **Authorization:** The execution of this Agreement has been duly authorized by the School Board and Town. The School Board and the Town have complied with all requirements of law in connection with the execution and delivery of this Agreement and the performance of their respective obligations hereunder. The School Board and the Town have full power and authority to comply with the terms and provisions of this Agreement.

7.15 Heading for Convenience Only: The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

7.16 Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any; may be detached from the counterparts and attached to a single copy of this document to physically form one document.

7.17 Jury Trial Waiver: The Parties waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other for any matter whatsoever arising out of or in any way connected with this Agreement.

SECTION VIII: 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 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 IX: PUBLIC RECORDS

The Parties recognize and agree that the School Board and Town are subject to the provisions of the Florida Records Law, under Chapter 119, Florida Statutes. The Parties shall comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further, the Parties will ensure records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Town and the School Board have executed this Agreement on the day, month, and year first written above.

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By:  Date: 5/9/2023

Armor Persons, Chair of the Board

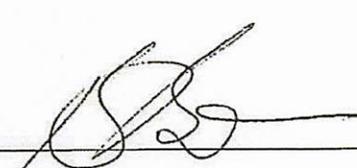
ATTESTED:

APPROVED
MAY 09 2023
SCHOOL BOARD OF
LEE COUNTY

By:  Date: 5/9/2023

Dr. Christopher S. Bernier, Superintendent of Schools

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF THE SCHOOL BOARD OF LEE COUNTY, FLORIDA ONLY:

By: 

Kathy Dupuy-Bruno, Esq., School Board Attorney and General Counsel

TOWN OF FORT MYERS BEACH, A FLORIDA MUNICIPAL CORPORATION

By: *Dan Allers*
Dan Allers (Nov 2, 2023 07:29 EDT) Date: May 15, 2023

Dan Allers, Mayor

ATTESTED:

By: *Amy Baker*
AMY BAKER (Nov 2, 2023 08:57 EDT) Date: May 15, 2023

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF THE TOWN OF FORT MYERS BEACH ONLY:

By: *John R. Herin, Jr.*
John R. Herin, Jr. (Nov 1, 2023 16:27 EDT)

John R. Herein, Jr., Town Attorney

EXHIBIT A

(Legal Description of School Board Property)

**PARCEL "A" LEGAL DESCRIPTION (OWNED BY THE SCHOOL DISTRICT OF LEE COUNTY)
FROM PLAT OF WINKLER SUBDIVISION RECORDED IN PLAT BOOK 8, PAGE 45 OF THE PUBLIC RECORDS OF LEE COUNTY
FLORIDA**

ALL OF WINKLER SUBDIVISION BLOCK J, LOTS 3 THROUGH 45; AND BLOCK I, LOTS 1 THROUGH 26; AND BLOCK D, LOTS 10 THROUGH 12 AND LOTS 22 THROUGH 24, LESS PARCELS DESCRIBED IN INSTRUMENT 2021000335064.

PARCELS DESCRIBED IN INSTRUMENT 2021000335064 CONSTITUTE PARCELS "X" AND "Y" DESCRIBED BELOW

**PARCEL "B" LEGAL DESCRIPTION (OWNED BY THE SCHOOL DISTRICT OF LEE COUNTY)
FROM RESOLUTION 20-39 INSTRUMENT 2021000335062 RECORDED 10/12/2021**

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF AN UN-NAMED STREET LYING BETWEEN BLOCK J AND BLOCK I, WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOT 48 OF SAID BLOCK J OF SAID WINKLER SUBDIVISION: THENCE S25° 17'00"W ALONG THE EASTERLY LINE OF LOTS 1 THROUGH 9 OF SAID BLOCK J FOR 225.00 FEET TO THE NORTHEAST

CORNER OF LOT 10 OF SAID BLOCK J; THENCE N64° 43'00"W ALONG THE NORTHERLY LINE OF LOT 10 OF SAID BLOCK J FOR 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK J AND TO THE POINT OF BEGINNING: THENCE CONTINUE S25° 17'00"W ALONG THE WESTERLY LINE OF SAID BLOCK J, ALSO BEING THE EASTERLY LINE OF AN UN-NAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION FOR 370.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET: THENCE CONTINUE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK J, BEING THE EASTERLY LINE OF SAID UN-NAMED STREET AND ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 94° 17'00" FOR AN ARC LENGTH OF 41.14 FEET TO A POINT OF TANGENCY ON THE NORTHERLY LINE OF OAK STREET (50 FEET WIDE), ALSO BEING A POINT OF CUSP; THENCE N69° 00'00"W ALONG THE NORTHERLY LINE OF SAID OAK STREET FOR 141.38 FEET TO A POINT OF CUSP WITH A CURVE LYING ON THE EASTERLY LINE OF BLOCK D OF SAID SUBDIVISION, HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S21° 00'00"W: THENCE CONTINUE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID BLOCK D AND SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85° 43'00" FOR AN ARC LENGTH OF 37.40 FEET TO THE END OF SAID CURVE: THENCE N25° 17'00"E ALONG A TANGENT LINE BEING PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK J FOR 114.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF BLOCK I OF SAID SUBDIVISION, LYING ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S65° 02'10"W; THENCE CONTINUE EASTERLY AND NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID BLOCK I AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 129° 45'10" FOR AN ARC LENGTH OF 56.62 FEET TO A POINT OF TANGENCY: THENCE N25° 17'00"E ALONG A TANGENT LINE BEING THE EASTERLY LINE OF SAID BLOCK I, ALSO BEING THE WESTERLY LINE OF SAID UN-NAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION FOR 246.59 FEET TO THE NORTHEAST CORNER OF LOT 17, BLOCK I OF SAID SUBDIVISION: THENCE S64° 43'00"E FOR 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,740 SQUARE FEET (0.59 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

**PARCEL "C" LEGAL DESCRIPTION (OWNED BY THE SCHOOL DISTRICT OF LEE COUNTY)
FROM RESOLUTION 21-24 INSTRUMENT 2021000335063 RECORDED 10/12/2021**

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF AN UN-NAMED STREET LYING BETWEEN BLOCK J AND BLOCK I, WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOT 48 OF SAID BLOCK J OF SAID WINKLER SUBDIVISION; THENCE S25° 17'00"W ALONG THE EASTERLY LINE OF LOTS 1 THROUGH 9 OF SAID BLOCK J FOR 225.00 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK J; THENCE N64° 43'00"W ALONG THE NORTHERLY LINE OF LOT 10 OF SAID BLOCK J FOR 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK J AND TO THE POINT OF BEGINNING; THENCE CONTINUE N64° 43'00"W ALONG THE NORTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 10 OF SAID BLOCK J FOR 50.00 FEET TO THE NORTHEAST CORNER OF LOT 17, BLOCK I OF SAID SUBDIVISION; THENCE N25° 17'00"E ALONG THE EASTERLY LINE OF SAID BLOCK I FOR 75.00 FEET TO THE NORTHEAST CORNER OF LOT 20, OF SAID BLOCK I; THENCE S64° 43'00"E ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 20 OF SAID BLOCK I FOR 50.00 FEET TO THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK J; THENCE S25° 17'00"W ALONG THE WESTERLY LINE OF SAID BLOCK J FOR 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,750 SQUARE FEET (0.09 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN) BEARINGS ARE BASED ON THE WESTERLY LINE OF BAY ROAD (THE EASTERLY LINE OF SAID BLOCK J) AS BEARING S25° 17'00"W

LESS PARCEL DESCRIBED IN INSTRUMENT 2021000335064 (NORTH PARCEL)

PLUS THE REMAINDER OF BLOCK I, PLAT OF WINKLER SUBDIVISION NOT SEPERATED OUT IN THE LEGAL DESCRIPTIONS OF PARCELS "Y" AND "Z" DESCRIBED BELOW

EXHIBIT B

(Legal Description of Town Property)

**PARCEL "W" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM COUNTY DEED INSTRUMENT #2009000262584 RECORDED 9/28/2009**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE EASTERLY MOST CORNER OF LOT #1, BLOCK "E" OF WINKLER SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8 AT PAGE 45 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE PRINCIPAL PLACE OF BEGINNING; THENCE S 25° 17' 00" W ALONG THE EASTERLY LINE OF SAID BLOCK "E" A DISTANCE OF 301.04 FEET; THENCE S 5° 07' 24" E A DISTANCE OF 55.69 FEET TO THE NORTHEASTERLY CORNER OF LOT #9, BLOCK "D" OF SAID WINKLER SUBDIVISION; THENCE S 21° 00' 00" W ALONG THE SOUTHEASTERLY LINE OF LOTS #9 AND #25 OF SAID BLOCK "D" A DISTANCE OF 300.00 FEET; THENCE N 69° 00' 00" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OAK STREET (50.00 FEET WIDE) AND THE SOUTHWESTERLY LINE OF SAID BLOCK "D" A DISTANCE OF 396.87 FEET TO THE WEST BOUNDARY OF LOT #1 OF SECTION 19 AS SHOWN ON THE PLAT OF SAID WINKLER SUBDIVISION; THENCE N 0° 18' 00" W ALONG THE SAID WEST BOUNDARY A DISTANCE OF 807.00 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID WINKLER SUBDIVISION; THENCE S 64° 43' 00" E ALONG SAID NORTHEASTERLY BOUNDARY LINE A DISTANCE OF 693.65 TO A POINT THAT IS N 25° 17' 00" E FROM THE PRINCIPAL PLACE OF BEGINNING; THENCE S 25° 17' 00" W A DISTANCE OF 50.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING.

SAID PARCEL IS SUBJECT TO ALL RIGHT-OF WAYS AND EASEMENTS OF RECORD.

**PARCEL "X" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM SPECIAL WARRANTY DEED #2021000335064 RECORDED 10/21/21 (SOUTH PARCEL)**

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING ALL OF LOTS 10 THROUGH 24, BLOCK D, WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK D OF SAID WINKLER SUBDIVISION; THENCE N21° 28' 12" E ALONG THE NORTHWESTERLY LINE OF LOT 24 AND LOT 10 OF SAID BLOCK D FOR 300.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; ALSO BEING THE SOUTHERLY LINE OF SAID UNNAMED STREET (50' WIDE) AS SHOWN ON SAID PLAT; THENCE S68° 3' 48" E ALONG THE NORTHEASTERLY LINE OF SAID BLOCK D, ALSO BEING THE SOUTHWESTERLY LINE OF SAID UNNAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION, FOR 75.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE AND SAID UNNAMED STREET AND ALONG THE NORTHEASTERLY LINE OF SAID BLOCK D THROUGH A CENTRAL ANGLE OF 65° 47' 00" (CHORD BEARING S35° 38' 18" E) FOR AN ARC DISTANCE OF 114.81 FEET TO A POINT OF TANGENCY; THENCE S02° 44' 48" E, ALONG THE EASTERLY LINE OF SAID BLOCK D, ALSO BEING THE WESTERLY LINE OF SAID UNNAMED STREET AS SHOWN ON SAID PLAT FOR 225.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE AND ALONG THE WESTERLY LINE OF SAID UNNAMED STREET THROUGH A CENTRAL ANGLE OF 114° 13' 00" (CHORD BEARING S54° 21' 42" W) FOR AN ARC DISTANCE OF 49.84 FEET TO A POINT OF TANGENCY ON THE NORTHERLY RIGHT OF WAY LINE OF OAK STREET (50' WIDE) AS SHOWN ON SAID PLAT; THENCE N68° 3' 48" W ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK D, AND ALONG THE NORTHERLY LINE OF SAID OAK STREET FOR 235.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,071 SQUARE FEET (1.40 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

BEARINGS ARE STATE PLANE GRID FOR THE FLORIDA WEST ZONE (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT) WITH THE WESTERLY LINE OF BAY ROAD (THE EASTERLY LINE OF SAID BLOCK J) AS BEARING N25° 45' 12" E.

**PARCEL "Y" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM SPECIAL WARRANTY DEED #2021000335064 RECORDED 10/21/21 (NORTH PARCEL)**

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF BLOCK I AND A PORTION OF AN UNNAMED STREET AS SHOWN ON THE PLAT OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOT 48, BLOCK J OF SAID WINKLER SUBDIVISION; THENCE N64° 14'48"W ALONG THE NORTHEASTERLY LINE OF LOT 1, BLOCK J, ACROSS AN UNNAMED STREET AND ALONG THE NORTHEASTERLY LINE OF LOT 26, BLOCK I OF SAID SUBDIVISION FOR 350.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, BLOCK I OF SAID SUBDIVISION AND THE POINT OF BEGINNING; THENCE S45° 48'43"E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2599 AT PAGE 781 WITHIN SAID BLOCK I, FOR 158.11 FEET TO THE SOUTHEASTERLY CORNER OF LOT 25 OF SAID BLOCK I, ALSO BEING THE WESTERLY LINE OF AN UNNAMED STREET (50' WIDE) AS SHOWN ON SAID PLAT; THENCE S25° 45'12"W ALONG THE EASTERLY LINE OF SAID BLOCK I, ALSO BEING THE WESTERLY LINE OF SAID UNNAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION, FOR 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 21 OF SAID BLOCK I; THENCE S64° 14' 48 "E ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 21, ACROSS SAID UNNAMED STREET, FOR 50.00 FEET TO THE NORTHWEST CORNER OF LOT 7 OF BLOCK J OF SAID SUBDIVISION; THENCE S59°26'36"W, EXTENDING ACROSS SAID UNNAMED STREET AND ACROSS A PORTION OF SAID BLOCK I FOR 231.98 FEET; THENCE S 11 °26' 52"W ACROSS SAID BLOCK I, FOR 152.53 FEET TO AN INTERSECTION WITH A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S65° 30'22"W, ALSO BEING THE NORTHERLY LINE OF AN UNNAMED STREET AS SHOWN ON SAID PLAT; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT AND ALONG THE SOUTHERLY LINE OF SAID BLOCK I THROUGH A CENTRAL ANGLE OF 21 °44' 50" (CHORD BEARING N13° 37' 13"W) FOR AN ARC DISTANCE OF 9.49 FEET TO A POINT OF TANGENCY; THENCE N02° 44'48"W, ALONG THE WESTERLY LINE OF BLOCK I, ALSO BEING THE EASTERLY LINE OF AN UNNAMED STREET (50' WIDE) AS SHOWN ON SAID PLAT, FOR 127.34 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE AND ALONG THE WESTERLY LINE OF SAID BLOCK I THROUGH A CENTRAL ANGLE OF 65°47' 00" (CHORD BEARING N35° 38' 18"W) FOR AN ARC DISTANCE OF 172.22 FEET TO A POINT OF TANGENCY; THENCE N68° 31 '48 "W ALONG THE WESTERLY LINE OF SAID BLOCK I AND THE EASTERLY LINE OF SAID UNNAMED STREET FOR 22.44 TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID BLOCK I AND SAID UNNAMED STREET THROUGH A CENTRAL ANGLE OF 94° 17'00" (CHORD BEARING N21 °23' 18"W) FOR AN ARC DISTANCE OF 41.14 FEET TO A POINT OF TANGENCY; THENCE N25° 45' 12"E ALONG THE NORTHWESTERLY LINE OF SAID BLOCK I AND THE EASTERLY LINE OF SAID UNNAMED STREET FOR 95.36 FEET TO THE SOUTHWESTERLY MOST CORNER OF LOT 7, BLOCK I OF SAID SUBDIVISION, BEING THE SOUTHWESTERLY MOST CORNER OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2599 AT PAGE 781; THENCE N37° 42'07"E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL FOR 102.22 FEET; THENCE N57° 33 '01 "E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL FOR 29.41 FEET; THENCE S88 ° 03' 05"E ALONG THE SOUTHERLY LINE OF SAID PARCEL FOR 123.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 86,512 SQUARE FEET (1. 99 ACRES), MORE OR LESS.

**PARCEL "Z" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM COUNTY DEED #2020000249474 RECORDED 10/16/2020
THIS "PARCEL" IS COMPRISED OF 3 SEPARATE LEGAL DESCRIPTIONS, EACH A PORTION OF THE OVERALL**

PART 1:

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND BEING A PART OF BLOCK I OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK I OF SAID SUBDIVISION; THENCE N.88° 31'17"W. FOR 123.88 FEET; THENCE S.57° 04'49"W. FOR 29.41 FEET; THENCE S.37° 13'55"W. FOR 102.21 FEET TO THE SOUTHWESTERLY CORNER OF LOT 7 OF SAID BLOCK I; THENCE N.25° 17'00"E. ALONG THE WESTERLY LINE OF SAID BLOCK I FOR 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR 39.27 FEET TO THE NORTHERLY LINE OF SAID BLOCK I; THENCE S.64°43'00"E. ALONG THE NORTHERLY LINE OF SAID BLOCK I FOR 125.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK I AS BEARING S64°43'00"E. CONTAINING 6,313 SQUARE FEET (0.14 ACRES), MORE OR LESS.

PART 2:

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND BEING A PART OF BLOCK I OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK I OF SAID SUBDIVISION; THENCE S.64° 43'00"E. ALONG THE NORTH LINE OF SAID BLOCK I FOR 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR 39.27 FEET TO THE EASTERLY LINE OF SAID BLOCK I; THENCE S.25° 17'00"W. ALONG THE EASTERLY LINE OF SAID BLOCK I FOR 25.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 25 OF SAID BLOCK I; THENCE N.46° 16'54"W. FOR 158.11 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK I AS BEARING S64°43'00"E. CONTAINING 3,616 SQUARE FEET (0.08 ACRES), MORE OR LESS.

PART 3:

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND BEING A PART OF BLOCK J OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK J OF SAID SUBDIVISION; THENCE S.64° 43'00"E. ALONG THE NORTHERLY LINE OF SAID BLOCK FOR 40.00 FEET; THENCE S.25° 17'00"W. FOR 105.00 FEET; THENCE N.57° 35'30"W. FOR 40.31 FEET; THENCE N.49° 56'29"W. FOR 155.13 FEET TO THE WESTERLY LINE OF SAID BLOCK; THENCE N.25° 17'00"E. ALONG THE WESTERLY LINE OF SAID BLOCK FOR 35.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR 39.27 FEET TO THE NORTHERLY LINE OF SAID BLOCK; THENCE S.64° 43'00"E. ALONG THE NORTHERLY LINE OF SAID BLOCK FOR 125.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK J AS BEARING S64°43'00"E. CONTAINING 16,000 SQUARE FEET (0.37 ACRES), MORE OR LESS.

EXHIBIT C

(Shared Use Schedule)

Facility: Gym

Reserve for Ft. Myers Beach Elementary students for basketball and other indoor activities during the following dates/times:

August, September, October,

November, and December

Every Wednesday from 8 am to 2 pm

May, June

Every Wednesday from 8 am to 2 pm

Facility: Soccer Field

Reserve for Ft. Myers Beach Elementary students for soccer and other activities on the field during the following dates/times:

January and February

Every Wednesday from 8 am to 2 pm

1st Friday in December (Field Day)

8 am to 2 pm

Last Full Day of each School Year - date TBD

(End of Year "Family Day")

7 am to 2 pm

Facility: Softball Field

Reserve for Ft. Myers Beach Elementary students for softball and other activities on the field during the following dates/times:

March

Every Wednesday from 8 am to 2 pm

Facility: Tennis Courts

Reserve for Ft. Myers Beach Elementary students for tennis and other activities on the courts during the following dates/times:

April

Every Wednesday from 8 am to 2 pm