

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

Blue Sheet No. 20030516

1. REQUESTED MOTION:

ACTION REQUESTED: To approve by Resolution, the donation and transfer of real property located at 1426 Del Prado Blvd. N., Cape Coral, Lee County, Florida to the Lee County School Board. (See attached Interlocal and Exhibit B for legal description.) Florida Statute §125.38 allows the Board to convey real property to another governmental entity for nominal consideration, where the conveyance is in the "community interest". To accept by Resolution, the donation and transfer of 6.2 acres of real property in Cape Coral (See Exhibit A to Interlocal) from the Lee County School Board to Lee County, for purposes of constructing a public library. To execute the Interlocal Agreement between Lee County and the School Board for the donation and acceptance of the respective properties and to formalize and effectuate transfer by County Deed.

WHY ACTION IS NECESSARY: To obtain Board of County Commissioners' approval for the donation and acceptance of real property by Resolution, provided that the Board determines that transferring the property to the School Board is in the public interest.

WHAT ACTION ACCOMPLISHES: Transfers ownership of real property located in Cape Coral, Florida (Exhibit B) to the Lee County School Board and accepts donation of 6.2 acres of real property located in Cape Coral (Exhibit A) from the School Board for purposes of constructing a public library.

2. DEPARTMENTAL CATEGORY: COMMISSION DISTRICT # <u>A2A</u>		3. MEETING DATE: <u>05-13-2003</u>
4. AGENDA: <input type="checkbox"/> CONSENT <input checked="" type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON <input type="checkbox"/> TIME REQUIRED: _____	5. REQUIREMENT/PURPOSE: (Specify) <input type="checkbox"/> STATUTE <input type="checkbox"/> ORDINANCE <input type="checkbox"/> ADMIN. CODE <input checked="" type="checkbox"/> OTHER	6. REQUESTOR OF INFORMATION: A. COMMISSIONER _____ B. DEPARTMENT _____ C. DIVISION <u>Planning & Const.</u> BY: <u>Jim Lavender, Director</u>

7. BACKGROUND: The Lee County School Board ("School Board") desires to create a new educational facility in Cape Coral, Florida on a proposed site currently owned by the County (Exhibit B). The County desires to construct a public library on a site owned by the School Board (Exhibit A). Said transactions may be found to serve a public purpose and are in the public's interest.

- Continued on next page -

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
<u>4/28/03</u>	N/A	N/A	N/A	<u>4/25/03</u>	<u>Chm 5/1/03</u>				
					OA	OM	RISK	GC	
					<u>4/29/03</u>	<u>4/29/03</u>	<u>4/30/03</u>	<u>4/30/03</u>	<u>4/28/03</u>

10. COMMISSION ACTION:

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

RECEIVED BY
 COUNTY ADMIN. TD
4-23-03
1:40
 COUNTY ADMIN.
 FORWARDED TO:
5/1 1100

Blue Sheet #: 20030516

Page No.: 2

Subject: Mariner/Northwest Regional Library

7. BACKGROUND: (Continued from Page 1)

The County will donate the real property depicted in Exhibit B to the School Board [subject to all easements, well head easements and the right to access the wells, reservations, rights-of-ways and restrictions of record]. The School Board will donate the real property depicted in Exhibit A to the County, [subject to all easements, reservations, rights-of-way and restrictions of record.]

The County's donation of the real property is in the public's interest as the community can greatly benefit by the creation of a new educational facility. The County's acceptance of the School Board's donation is in the public's interest as the community can greatly benefit by the construction of a new public library.

Exhibits: Interlocal Agreement with Attachments (3 Originals)
2- Resolutions
County Deed

**MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY**

APR 24 2003
CO/PW

DATE: April 24, 2003

To: Jim Lavender, Director
Lee County Public Works

FROM: 
Kristie L. Kroslack
Assistant County Attorney

RE: MARINER INTERLOCAL

Attached, are three (3) originals of the Interlocal Agreement Between School Board and Lee County for Northwest Public Library at Mariner Middle School Site. It has been executed by the School Board.

We still have not received a correct legal description (Exhibit "A") from the School Board.

In addition, we do not have a definitive legal description from the County nor a County deed, nor a survey showing the well heads.

KLK/awe

Attachment

xc: James G. Yaeger, County Attorney (w/o Attachment)
David M. Owen, Chief Assistant County Attorney (w/o Attachment)
Cynthia Cobb, Director, Library
Robert Clemens, County Lands



THE SCHOOL DISTRICT OF LEE COUNTY

2055 CENTRAL AVENUE • FORT MYERS, FLORIDA 33901-3916 • (239) 334-1102 • TTD/TTY (239) 335-1512

JEANNE S. DUBIELL
CHAIRMAN • DISTRICT 2

FRANCIS C. SERRA, Ph.D.
VICE CHAIRMAN • DISTRICT 5

ROBERT D. GILMONIK
DISTRICT 1

JANE E. KUCKEL, Ph.D.
DISTRICT 3

STEVEN K. TAYLOR
DISTRICT 4

JAMES W. BROWDER, Ed.D.
SUPERINTENDENT

KELLY B. MALEN
BOARD ALTERNATE

April 23, 2003

Kristie Kroslack
Lee County Attorney's Office
P.O. Box 398
Ft. Myers, FL 33902

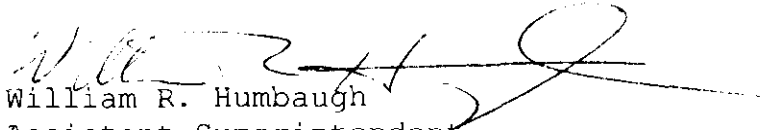
Dear Mrs. Kroslack;

Attached please find three original Interlocal Agreements for signature by the Chairman of the Board of County Commissioners.

The Interlocal Agreement is for the Northwest Public Library at the Mariner Middle School site.

After the agreements have been signed please return two originals to our office.

Sincerely,


William R. Humbaugh
Assistant Superintendent
Facilities & Maintenance

WRH/dp

RECEIVED
OFFICE OF THE ATTORNEY
GENERAL
03 APR 25 (M) 8:03

DISTRICT VISION
TO PREPARE EVERY STUDENT FOR SUCCESS

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

**INTERLOCAL AGREEMENT BETWEEN SCHOOL BOARD
AND LEE COUNTY FOR NORTHWEST PUBLIC LIBRARY AT
MARINER MIDDLE SCHOOL SITE**

This INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2003, 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 mutually interested in providing facilities that encourage and provide for the development of cultural, technological and educational opportunities in Lee County, which would be designed to benefit the Community; and

WHEREAS, the County has determined the need to construct a public library on the proposed middle school site Exhibit "A" (which is attached hereto and incorporated herein); and

WHEREAS, the School Board plans to construct a new educational facility on the proposed site described in Exhibit "B"; and

WHEREAS, the School Board owns the parcel identified in Exhibit "A" and has declared the parcel (consisting of approximately 6.2 acres adjacent to Mariner High School and the soon to be built Mariner Middle School) unnecessary for educational purposes and

deems it in its best interest to transfer the parcel to the County in exchange for the 7± acre parcel identified on Exhibit "B" (which is attached hereto and incorporated herein); and

WHEREAS, the County owns the parcel identified on Exhibit "B" 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". Such exchange will serve a public purpose and is in the public's interest; 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 Lee County, intending to be legally bound, hereby agree as follows:

SECTION I: 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 II: OBLIGATIONS OF THE COUNTY

1. The County owns the parcel identified in Exhibit "B". The County agrees to convey such real property to the School Board for the construction of a new educational facility subject to the well head easements and the right to access the wells located on the property.

2. The County shall be responsible for the construction of a public library on the property depicted on Exhibit "A" upon the condition that the County receives a satisfactory environmental audit and the necessary zoning and permitting to construct a +/- 40,000 square foot public library. The School Board has no responsibility for such construction other than for those matters which are specified within this agreement.

3. The County agrees to develop the site and exterior architecture of the public library in harmony with the architecture of the new middle school.

SECTION III: OBLIGATIONS OF THE SCHOOL BOARD

1. The School Board owns the parcel identified in Exhibit "A". The School Board agrees to convey such real property to the County for the construction of a new public library and any easements necessary to connect to existing infrastructure for access or service.

2. The School Board and County will cooperatively design, construct and maintain parking spaces adjacent to the public library for use by staff and patrons of the public library. All parking lots and spaces shall be shared by both parties.

3. The School Board will construct a new chiller plant. The County will cost share its proportionate share of said construction based upon chilled area. The School Board agrees to allow the County to connect the public library to the School Board's central chiller plant as long as the County connects the public library to the School Board's energy management system and operates the facility according to the School Board's energy management policies. The County will have access to control the chiller when the school is not in session. The School Board shall be responsible for all repairs and maintenance of the cooling and energy management systems. The County will pay the monthly electrical costs to air condition the public library.

4. The School Board will ensure that sufficient sewer capacity exists to serve the new library and will grant the County a continuous easement for drainage. The County will pay for its proportionate share of such usage.
5. During the hours a School Resource Officer is on duty at the Mariner Middle or High School, the Officer will respond to any emergency calls from the Library.
6. The County has an acute hurricane shelter shortage. The School Board agrees to allow the County temporary use of the school for its emergency public sheltering and/or staging area for emergency response equipment during emergencies officially declared by the County. The County shall reimburse the School Board for the extra cost to construct the middle school as a hurricane shelter in keeping with the now-established regular practice, previously agreed upon between the County and the School Board.
7. The School Board will pay for all special reading or reference materials (school volumes, collection materials, etc.) acquired by the Library at the School Board's request. Ownership of such materials is vested with the paying party.

SECTION IV: LIABILITY

1. The School Board and the County agree to provide such appropriate insurance coverage as needed to protect each other's respective interest if the other party is using the property.
2. Subject to the limitations as set out in Florida Statutes § 768.28 and §252.51, 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 School

Board's facilities and parking lot.

3. Subject to the limitations as set forth in Florida Statutes, § 768.28 and § 252.51, School Board shall defend, hold harmless and indemnify the County from and against any and all claims, actions, damages, liability cost 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 during the construction and use of the facilities on the Mariner High School site or by the School Board's use of the library. 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, amendment or modification to this Agreement shall be effective unless the same is in writing and signed to by both parties.

SECTION V: CONTACT PERSON

1. The Director of the Library or designee shall be the County's contact person with the School Board, and the Assistant Superintendent for Facilities and Maintenance or designee shall be the School Board's contact person with the County for the purposes of this Interlocal Agreement.

2. In the event that a student disturbance occurs on library property, library staff will contact and utilize the services of the Principal.

3. The Principal or designee shall be responsible for addressing complaints made by library staff concerning disruptive or destructive student behavior occurring on the physical

premises of the library during school hours or school activities. The Director of the Library, after consulting with the Principal, may make such rules and regulations as are reasonably necessary for the safe, efficient and effective operation of the Library.

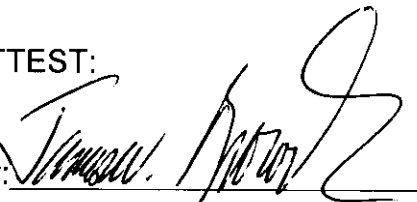
4. A Northwest Public Library committee shall be formed to recommend additional procedures, as are necessary for the safe, efficient and effective operation of the Public Library. This committee shall be comprised of at least four members with equal number of representatives designated by the Library Director and School Principal.

SECTION VI: 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.

(The Balance of this Page Left Intentionally Blank)

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

ATTEST:
By: 

APPROVED

APR 01 2003

SCHOOL BOARD OF
LEE COUNTY

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

THE SCHOOL BOARD OF LEE COUNTY,
FLORIDA

By: 
Chairman

Approved as to Form:

By: 
School Board Attorney

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

LEE COUNTY RESOLUTION NO. _____

**A RESOLUTION OF LEE COUNTY RELATING
TO THE DONATION OF DEL PRADO/CAPE
CORAL PROPERTY TO THE LEE COUNTY
SCHOOL BOARD; 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 the disposition of property belonging to the County; and,

WHEREAS, pursuant to Section 125.38, Florida Statutes, the County has the authority to convey property by private sale to any government, or not-for-profit corporation or organization for nominal consideration if certain findings are made by the Board of County Commissioners; and,

WHEREAS, the Lee County School Board ("School Board") is a public agency which is organized for the purposes of ensuring that plans for the construction and opening of public educational facilities are coordinated with other necessary services;

WHEREAS, the School Board entered into an Interlocal Agreement with Lee County for the transfer of real property located on Del Prado Boulevard in Cape Coral, Lee County, Florida, (Exhibit "B", hereto); and,

WHEREAS, the Board has carefully reviewed the property and finds that the property is not needed for any County purpose, and further finds that the use by the

School Board serves a public purpose and is in the public's interest; and,

WHEREAS, the Board of County Commissioners also finds that it serves a public purpose to convey the subject property to the School Board for the nominal consideration of Ten Dollars (\$10.00).

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, and said property is officially declared surplus.
2. Lee County recognizes and accepts the School Board's request to receive the subject Lee County property (Exhibit "B").
3. Lee County recognizes and accepts the School Board's proposal to use the County surplus property for a public educational 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 Chairman 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.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and, being put to a vote, the vote was as follows:

RAY JUDAH	_____
DOUGLAS ST. CERNY	_____
ROBERT JANES	_____
ANDREW COY	_____
JOHN ALBION	_____

DULY PASSED AND ADOPTED this ____ day of _____, 2003.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: Michele S. Leismer
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

APR. 6.1999 2:23PM LAWYERS TL

NO.134 P.6

OR3105 P60582

LAWYERS TITLE
INSURANCE CORPORATION
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

LEGAL DESCRIPTION CONTINUED

PARCEL "Q":

All of Block 2088, Unit 31, CAPZ CORAL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 14, Page 149, of the Public Records of Lee County, Florida.

Folio No. 06-44-24-C2-02088.0000

EXHIBIT B

APR. 6.1999 2:23PM LAWYERS TL

NJ.134 P.D

DR3105 P60582

LAWYERS TITLE
INSURANCE CORPORATION
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

LEGAL DESCRIPTION CONTINUED

PARCEL "G":

All of Block 2088, Unit 31, CAPE CORAL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 14, Page 149, of the Public Records of Lee County, Florida.

Folio No. 06-44-24-C2-02088.0000

EXHIBIT B

AND the grantor, for itself and its successors, hereby covenants with said grantee and the grantee's successors and assigns that grantor is lawfully seized of said land in fee simple; that grantor has good, right and lawful authority to sell and convey said land; that grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the grantor, but against none others; and that said land is free of all encumbrances except as set forth in Exhibit B attached hereto and incorporated herein.

TO HAVE AND TO HOLD, the same in fee simple forever.

TOGETHER with all the incumbrances, hereditaments and appurtenances thereto belonging or in anyway appertaining, including but not limited to, all water and wastewater facilities of every kind and nature lying within said land and all appurtenant easement rights for the operation, installation and maintenance of said facilities.

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in Lee County, Florida as shown and more particularly described on Exhibit A attached hereto and incorporated herein.

THIS SPECIAL WARRANTY DEED made and executed this 25 day of April, 1999 by FLORIDA CITIES WATER COMPANY, a Florida corporation, whose address is 4837 Swill Road, Suite 100, Sarasota, Florida 34231, hereinafter called the grantor, to LEE COUNTY, a political subdivision of the State of Florida, whose address is 2115 Second Street, Fort Myers, Florida 31901, hereinafter called the grantee;

RECORDED BY
SUSAN ROSTER, P.A.

SPECIAL WARRANTY DEED
(Lee County)

Prepared by and return to:
Laurie L. Gildan, Esq.
Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300 East
West Palm Beach, Florida 33401

Documentary Tax Pd. \$ 10
Intangible Tax Pd. \$
CHAPLIE GREEN, CLERK, LEE COUNTY
By Susan Rostrom, Deputy Clerk

4413302

96.00 \$
70 Doc

983105 260576

983105 6:0577

IN WITNESS WHEREOF the grantors have caused this Special Warranty Deed in favor of Lee County to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day and year first above written.

[Signature]

Laurie L. Gildon

FLORIDA CITIES WATER COMPANY, a Florida corporation

By: Michael E. Murphy
Michael Murphy, Vice President

STATE OF FLORIDA

COUNTY OF Hill County

This instrument was acknowledged before me this 7th day of April, 1999, by Michael Murphy, as Vice President of Florida Cities Water Company, a Florida corporation, on behalf of said corporation.



Laurie L. Gildon
MY COMMISSION # CC710825 EXPIRES
April 28, 2002
BONDED THROUGH FARM INSURANCE, INC.

[Signature]

Notary Public
State of Florida

(Print, Type or Stamp Commissioned Name)

Personally Known OR Produced Identification
Type of Identification Produced _____

APR. 6.1999 2:23PM LAWYERS TL

NO.134 P.6

OR3105 P60582

LAWYERS TITLE
INSURANCE CORPORATION
NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

LEGAL DESCRIPTION CONTINUED

PARCEL "G":

All of Block 2088, Unit 31, CAPE CORAL SUBDIVISION, according to the Plat thereof, recorded in Plat Book 14, Page 149, of the Public Records of Lee County, Florida.

Folio No. 06-44-24-C2-02088.0000

LEE COUNTY PROPERTY APPRAISER - NAME & LEGAL

STRAP: 06 44 24 C2 02088 0000
LEE COUNTY
P O BOX 398

DOR...: 86 COUNTIES-OTHER
LOC...:
LEGAL1: CAPE CORAL UNIT 31 BLK.20
LEGAL2: 88 PB 14 PG 155 ALL OF B
LEGAL3: LK.2088

FT MYERS
FL

HWDWXA

33902 N/R:

UNIT MEAS.: AC #UNITS...: 9.81

*** VALUES *** *** EX VALUES ***

1ST TAX YR: 0 FRONTAGE: 0

JUST: 77,240 AG.:

YR SPLIT...: DEPTH...: 0

ASSD: 77,240 HX.:

YR CREATED: 1900 E/I NUM.:

TXBL: 0 WID:

ENERGY CD.: S/D VAL.:

BLDG: 28,190 DIS:

ENERGY YR.: S/D CODE:

LAND: 49,050 WLY:

APRVED BY.: DSC.....:

NCST: 0 ENG:

TAX DIST...: ZONING...: R3-D

PVAL:

PRIOR DOR.: PEND.....:

SOH :

DIFF:

PRIOR STRP: 06-44-24-A1-02088.0000

SITE: 1426 DEL PRADO BLVD N 33909

SALE PRICE D.O.S. BOOK PAGE TC VI PAGE: 4092

MAINT DATE

1: 100 04/99 3105 576 04 I

LINE: 900

SITE:

2: 2,700 11/75 1113 1111

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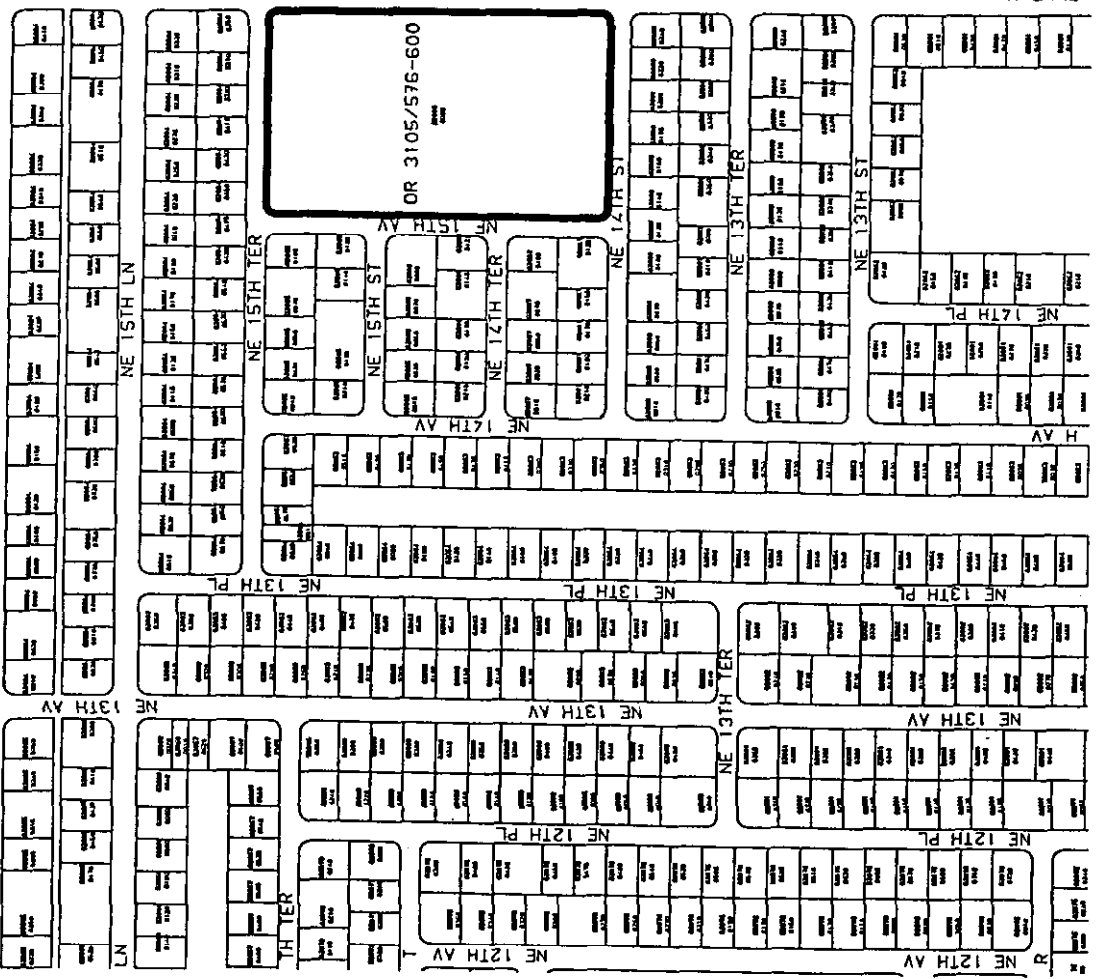
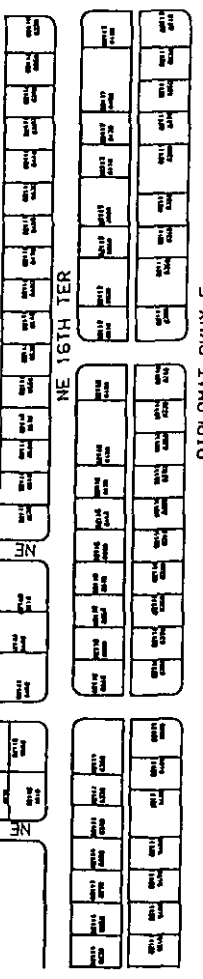
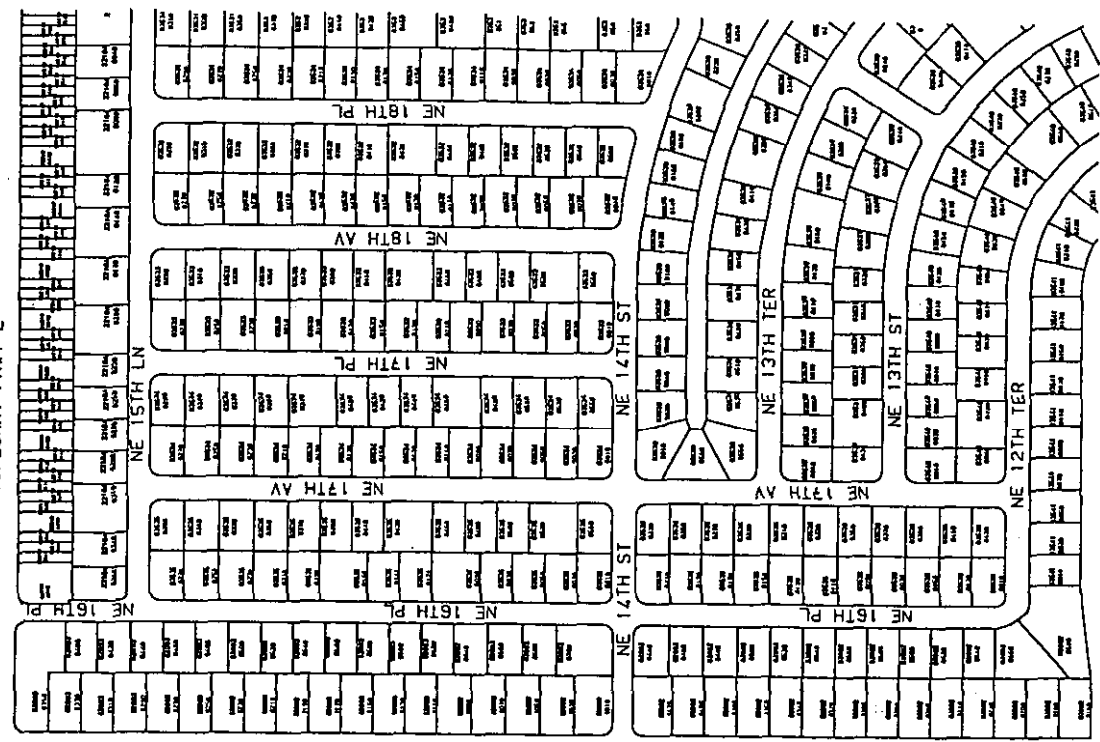
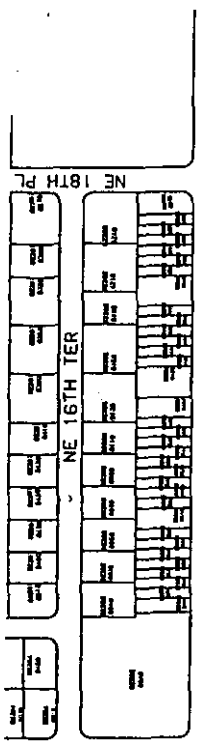
NBHD CODE: 331500

HIST DIST: N

MAF.:

NBHD DESC: CAPE CORAL UNIT 31-NE 9TH ST TO DIPLOMAT

PAV.:



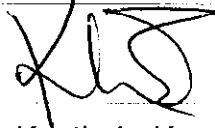
OR 3105/576-600

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

DATE: May 1, 2003

TO: Jim Lavender, Director
Lee County Public Works

FROM:



Kristie L. Kroslack
Assistant County Attorney

RE: **MARINER INTERLOCAL**

Attached, is Exhibit A (School Board's legal description) for the Mariner/Northwest Regional Library transaction as prepared by the School Board's surveyor, Jim Burch.

We are still anticipating the survey of the well heads from Mr. Velez so that it may be used in drafting the county deed.

KLK/awe

Attachment

xc: James G. Yaeger, County Attorney (w/o Attachment)
David M. Owen, Chief Assistant County Attorney (w/o Attachment)
Cynthia Cobb, Director, Library
Robert Clemens, County Lands
Kathy Geren, Public Resources

LEGAL DESCRIPTION
Proposed Mariner Library Site
EXHIBIT A

All that certain plat, or parcel of land situate, lying and being in the Northwest Quarter of Section 10, Township 44 South, Range 23 East in Lee County, Florida being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Section 10, Township 44 South, Range 23 East, Lee County, Florida, Thence run North 89 degrees 40' 51" East, 50.00 feet along the North line of said Section 10 to an intersection with a line 50.00 feet east of and parallel with the West line of said Section 10, said point also being on the extension of the East right-of-way line of Chiquita Boulevard (100 feet wide); Thence run along said parallel line, South 00 degrees 12' 22" West, 1365.18 feet (passing through the Westerly extension of the South right-of-way line of Tropicana Boulevard, 100 feet wide, at 50.00 feet) to the Point of Beginning; Thence depart said parallel line and run along a line parallel to the South line of said Northwest Quarter, South 89°55'52" E for 450.00 feet to a point being on a line parallel to the West line of said Section 10; thence run along said parallel line S 00°12'22" W 600.00 feet to a point being on a line parallel to the aforementioned South line of of the Northwest Quarter; thence run along said parallel line North 89°55'52" West for 450.00 feet to an intersection with the aforementioned East right-of-way line; thence run along said right-of-way line North 00°12'22" East 600.00 feet to the Point of Beginning.

Containing 6.20 acres, more or less,

Bearings shown hereon are based upon the Plat of Cape Coral, Unit 51 as recorded in Plat Book 19 at Page 63 among the Public Records of Lee County, Florida,

Subject to easements, reservations, rights-of-way and restrictions of record.

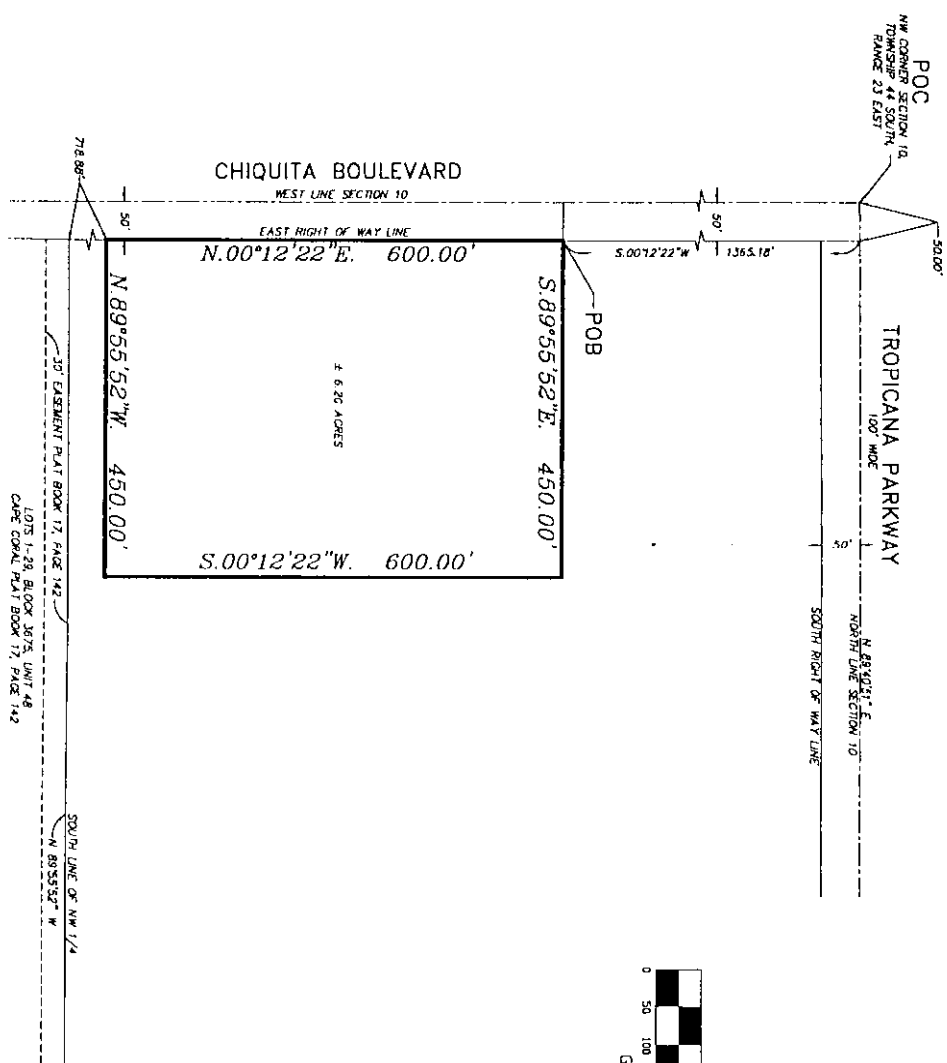
Refer to attached sketch.

- NOTES
1. THIS SKETCH WAS MADE WITHOUT BENEFIT OF A TITLE REPORT.
 2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OMBERSHIP, OR OTHER INSTRUMENTS OF RECORD.
 3. RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD SKETCHED IN ACCORDANCE WITH INFORMATION PROVIDED BY CLIENT.
 4. BEARINGS BASED ON PLAT OF UNIT 51, CAPE CORAL PLAT BOOK 17, PAGE 142.
 5. BEARINGS BASED ON PLAT OF UNIT 48, CAPE CORAL PLAT BOOK 17, PAGE 142.
 6. THIS SKETCH IS NOT INTENDED TO DELINEATE THE REGULATORY JURISDICTION OF ANY FEDERAL, STATE OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

THIS SKETCH & DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL PASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

James D. Burch

JAMES D. BURCH
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5527



SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PROPOSED MARINER LIBRARY SITE
 SCHOOL BOARD OF LEE COUNTY

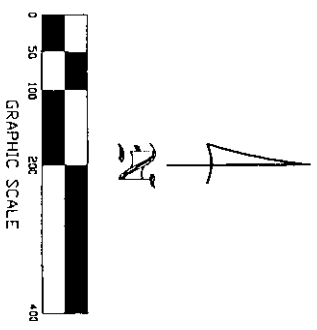


EXHIBIT A

SHEET 1 OF 2

<p>B.S.M.</p> <p>BURCH SURVEYING & MAPPING INC.</p> <p>2223 MCGREGORY BOULEVARD, FT. MYERS, FLORIDA 33901</p> <p>PHONE: (813)-337-1108 FAX: (813)-337-0173</p> <p>LIBR11</p>	<p>PREPARED FOR:</p> <p style="text-align: center;">SCHOOL DISTRICT OF LEE COUNTY</p>	<p>REVISIONS:</p>	<p>DATE:</p>
	<p>FILE:</p> <p style="text-align: center;">442315101-LIB</p>	<p>F.B./PAGE</p>	
<p>SCALE:</p> <p style="text-align: center;">1" = 200'</p>	<p>DATE:</p> <p style="text-align: center;">APRIL 21, 2003</p>		