

RESOLUTION NO. 26-036

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, GRANTING A TEMPORARY WORK EASEMENTS NOT TO EXCEED 24 MONTHS TO LEE COUNTY FOR USE BY THE UNITED STATES ARMY CORPS OF ENGINEERS OVER PORTIONS OF HERCULUS AND PALM AVENUES FOR THE PURPOSE OF FACILITATING OPERATION AND MAINTENANCE WORK ASSOCIATED WITH THE NEARSHORE PLACEMENT AREA FOR THE FORT MYERS OPERATION AND MAINTENANCE PROJECT (MANTANZAS PASS); AUTHORIZING THE MAYOR TO SIGN THE TEMPORARY WORK EASEMENTS AND DIRECTING THE TOWN CLERK TO PROVIDE A COPY OF THE EXECUTED EASEMENTS TO LEE COUNTY FOR RECORDING IN THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lee County and the United States Corps of Engineers (“USACE”) have been working on the Fort Myers Operation and Maintenance Project (“Project”) to dredge the channel to restore and maintain nautical navigation of Matanzas Pass; and

WHEREAS, the Town of Fort Myers Beach (“Town”) is the owner of certain real property required by Lee County and USACE to complete the Project; and

WHEREAS, Lee County has requested a temporary work easement not to exceed a period of 24 months to complete the Project; and

WHEREAS, Lee County has agreed to pay all costs associated with recording the Temporary Work Easements; and

WHEREAS, the Town Council of the Town of Fort Myers Beach finds it is in the best interest of the residents of the Town of Fort Myers Beach to grant the Temporary Work Easements as provided in this Resolution.

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

Section 1. The foregoing “Whereas” clauses are incorporated by reference and made a part of this Resolution as if set forth herein.

Section 2. The Town Council of the Town of Fort Myers Beach hereby grants the Temporary Work Easements attached as Exhibit A-1 and A-2.

Section 3. The Mayor is authorized to execute the Temporary Work Easements and the Town Clerk shall deliver an executed copy of the Temporary Work Easements to Lee County for recording in the Official Records of Lee County, Florida.

Section 4. This Resolution shall take effect immediately upon its adoption by the Town Council.

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by Council Member King and seconded by Vice Mayor Safford, and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	Aye
Scott Safford, Vice Mayor	Aye
John R. King, Council Member	Aye
Rebecca Link, Council Member	Aye
Seat #4, Council Member	Vacant

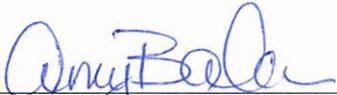
ADOPTED this 2nd day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH



Dan Allers, Mayor

ATTEST:



Amy Baker, Town Clerk

APPROVED FOR LEGAL SUFFICIENCY



Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: February 5, 2026

Exhibit A-1: USACE Temporary Work Easement – Hercules Dr.
Exhibit A-2: USACE Temporary Work Easement – Palm Ave.

EXHIBIT A- 1 TWA HERCULES DR

This instrument prepared by:

Lee County
Division of Natural Resources
P.O. Box 398
Fort Myers, Florida 33902-0398

Project Name: Fort Myers Operation and Maintenance Project

TEMPORARY WORK EASEMENT

THIS TEMPORARY WORK EASEMENT ("Easement"), is made this 2nd day of February 2026, by and between the Town of Fort Myers Beach, a Florida municipal corporation ("Grantor"), whose mailing address is 6231 Estero Boulevard, Fort Myers Beach, FL 33931 and Lee County, Florida, a political subdivision of the State of Florida ("Grantee or Lee County"), whose mailing address is P.O. Box 2469, Fort Myers, FL 33902.

RECITALS:

A. Grantor is the owner of that certain parcel of real property located in the Town of Fort Myers Beach, Lee County, Florida, upon which Grantee has requested a temporary work easement. The area of the temporary work easement is more particularly described in Exhibit A ("the Easement").

B. The Grantor and Grantee are mutually agreeable to the establishment of the Easement for a temporary period not to exceed twenty-four (24) months and for purposes necessary and incident to the construction of the Fort Myers Operation and Maintenance Project (Project).

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.

2. **Grant of Easement.** A temporary easement and right of way in, on, over and across (the land described in Schedule A, commonly known as Beach Access #21, Hercules Drive) for a period not to exceed 24 months, beginning with date possession of the land is granted to the Grantee, for use by the Grantee, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the Grantor and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Termination of Easement. This Easement shall automatically terminate upon completion of construction of the Project. Notwithstanding the foregoing, the Grantee may request, and Grantor may provide, extension of the terms of this Easement at any time prior to the termination date.

IN WITNESS WHEREOF, the Grantor has caused this Temporary Work Area Easement to be executed in Grantor's name.

Signed, sealed and delivered in the presence of:

TOWN OF FORT MYERS BEACH

Irau Kohler

By: [Signature]
Dan Allers, Mayor

Witness
Irau Kohler
Printed Name
6231 Estero Blvd.
Address

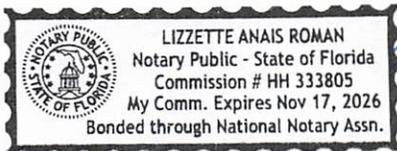
[Signature]
Witness
William B. McManaway
Printed Name
6231 Estero Blvd.
Address

Date delivered to Grantee: 2/15/26

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of February, 2026 by Lizette A. Roman, as representative of the Town of Fort Myers Beach, Florida, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Lizette A. Roman
Name typed, printed or stamped
My Commission Expires: 11/17/26

ATTEST:

[Signature]
Amy Baker, Town Clerk

APPROVED AS TO FORM BY:

[Signature]
Nancy Stuparich, Town Attorney

EXHIBIT A-2 TWE PALM AVE

This instrument prepared by:

Lee County
Division of Natural Resources
P.O. Box 398
Fort Myers, Florida 33902-0398

Project Name: Fort Myers Operation and Maintenance Project

TEMPORARY WORK EASEMENT

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RECITALS:

A. Grantor is the owner of that certain parcel of real property located in the Town of Fort Myers Beach, Lee County, Florida, upon which Grantee has requested a temporary work easement. The area of the temporary work easement is more particularly described in Exhibit A ("the Easement").

B. The Grantor and Grantee are mutually agreeable to the establishment of the Easement for a temporary period not to exceed twenty-four (24) months and for purposes necessary and incident to the construction of the Fort Myers Operation and Maintenance Project (Project).

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The recitals set forth hereinabove are incorporated herein by this reference as fully as if set forth herein verbatim.

2. Grant of Easement. A temporary easement and right of way in, on, over and across (the land described in Schedule A, commonly known as Beach Access 30, Palm Avenue) for a period not to exceed 24 months, beginning with date possession of the land is granted to the Grantee, for use by the Grantee, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the Grantor and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Termination of Easement. This Easement shall automatically terminate upon completion of construction of the Project. Notwithstanding the foregoing, the Grantee may request, and Grantor may provide, extension of the terms of this Easement at any time prior to the termination date.

IN WITNESS WHEREOF, the Grantor has caused this Temporary Work Area Easement to be executed in Grantor's name.

Signed, sealed and delivered
in the presence of:

TOWN OF FORT MYERS BEACH

Traci Kohler

By: [Signature]

Witness
Traci Kohler

Dan Allers, Mayor

Printed Name
6231 Estero Blvd.
Address

Date delivered to Grantee: 2/15/26

[Signature]

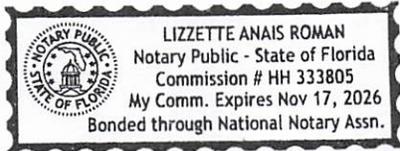
Witness
William B. McKeown

Printed Name
6231 Estero Blvd.
Address

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of February, 2026 by _____, as representative of the Town of Fort Myers Beach, Florida, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Lizzette A. Roman
Name typed, printed or stamped
My Commission Expires: 11/17/26

ATTEST:
[Signature]
Amy Baker, Town Clerk

APPROVED AS TO FORM BY:
[Signature]
Nancy Stuparich, Town Attorney

