

**INTERLOCAL AGREEMENT  
BY AND BETWEEN LEE COUNTY AND  
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT  
(Homestead Road Widening Project No: 5063)**

**THIS INTERLOCAL AGREEMENT** is made and entered into this 17<sup>th</sup> day of November 2015, by and between **LEE COUNTY, a political subdivision of the State of Florida**, hereafter referred to as “County,” and **LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, f/k/a EAST COUNTY WATER CONTROL DISTRICT, an independent special district of the State of Florida**, hereafter referred to as “LAMSID.”

**WHEREAS**, County possesses Home Rule powers as a charter county pursuant to Article VIII, Section 1(g), Florida Constitution, and Section 125.01, Florida Statutes; and,

**WHEREAS**, LAMSID is an independent special district of the State of Florida pursuant to Chapter 298 of the Florida Statutes and its Enabling Legislation and exercises authority granted to it through General and Special Laws; and,

**WHEREAS**, the Board of County Commissioners (“Board”) is the governing body in and for Lee County; and,

**WHEREAS**, the Board of Commissioners (“District Board”) is the governing body in and for LAMSID; and,

**WHEREAS**, the purpose of LAMSID is to provide drainage, irrigation, reclamation, conservation, mitigation and stormwater management services in the eastern portion of Lee County and the western portion of Hendry County; and,

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters of mutual interest; and,

**WHEREAS**, County intends to widen Homestead Road from south of Sunrise Boulevard to north of Alabama Road (“Project”), which Project requires County to provide drainage facilities to accommodate the widened roadway’s stormwater runoff; and,

**WHEREAS**, the Project lies within LAMSID’s jurisdictional boundaries and LAMSID currently owns and operates a certain stormwater management facility adjacent to County’s Project, identified herein as LAMSID’s “Live Oak Canal”, which facility is capable of accommodating the Project’s stormwater runoff; and,

**WHEREAS**, County and LAMSID have agreed to cooperate to their mutual advantage in a manner provided in this Agreement whereby LAMSID will provide to County sufficient capacity in its Live Oak Canal to accommodate the Project’s stormwater detention and management requirements in perpetuity and County will, in exchange, provide LAMSID with financial and professional resources sufficient to allow LAMSID to make improvements to certain other critical Works of the District (identified herein) which would not otherwise be

possible without such assistance; and

**WHEREAS**, County and LAMSID acknowledge that in order to accommodate stormwater drainage from the Project, County will have to modify the configuration and size of the Live Oak Canal, build a control box and install piping to connect roadway drainage to the Live Oak Canal and additional piping to connect the Live Oak Canal to LAMSID's Spur "A" Canal, the specific terms and conditions of which improvements will be identified in a SFWMD Environmental Resource Permit (ERP) and an LAMSID Drainage Permit; and,

**WHEREAS**, County and LAMSID mutually benefit by this Agreement which will alleviate localized flooding, help achieve the aims of the East Lee County Aquifer Recharge Program ("ELCARP") to reduce downstream flooding and promote local groundwater recharge, satisfy the Project's stormwater management requirements without impacting residential or commercial properties, reduce right-of-way acquisition costs, keep property on the tax rolls, and result in expedited improvements to LAMSID's stormwater management system.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

## **SECTION I**                    **INCORPORATION OF RECITALS**

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

## **SECTION II**                    **LAMSID OBLIGATIONS**

1. LAMSID agrees to sell and convey to County, subject to the terms and conditions set forth in the "Agreement for Purchase and Sale of Real Estate" ("Purchase Agreement") attached hereto as **Exhibit "A"**, the following interests in real property:

- a. *Parcel 206*: Fee simple absolute title, via a Special Warranty Deed, to ±426 square feet depicted and described in attached **Exhibit "B"**.
- b. *Parcel 119-PE*: A "Perpetual Stormwater Drainage Easement" over ±3.167 acres of the Live Oak Canal, as depicted and described in attached **Exhibit "C"**.
- c. *Parcels 114-TCE, 116-TCE, 206-TCE, 211-TCE and 216-TCE*: A "Temporary Construction Easement" covering a total of ±23,956 square feet, as depicted and described in attached **Exhibit "D"**. The Temporary Construction Easement will have an effective date beginning on the date the Notice to Proceed Letter is issued to Lee County's contractor and will remain valid and in force until Project construction is complete and receives final acceptance by County.
- d. *Parcel 130-PE*: A "Perpetual Slope Easement" over ±111 square feet, as depicted and described in attached **Exhibit "E"**. The Perpetual Slope Easement authorizes the construction and addition of fill to achieve the slope needed to serve as a transition from Homestead Road right-of-way to natural ground elevation.

2. LAMSID agrees to convey four additional, perpetual easements to Lee County for the construction and operation of Lee Transit bus stops and appurtenant shelter improvements on LAMSID property, whose locations will be determined at a future time. The bus stop shelter easements will be located adjacent to road rights-of-way, and occupy up to 250 sq. ft. per easement. The easement locations will be: a) identified by Lee County Transit, b) mutually agreeable to both parties, c) not conflict with LAMSID's existing drainage improvements, and d) will be conveyed in substantially the same form Grant of Easement, as attached in **Exhibit "F"**.

3. Upon execution of this Agreement, LAMSID will promptly issue to County a LAMSID Permit for the Project in the form attached hereto as **Exhibit "G"**. This LAMSID Permit will authorize County to use LAMSID's Live Oak Canal for stormwater management upon the terms provided in County's SFWMD Permit.

4. LAMSID will use the resources received from County's purchase of the easements and fee-simple parcel to construct one new control structure in LAMSID's 57-4-6 Canal, according to the Project plans prepared by County. County, at County's expense will redirect a segment of LAMSID's Dave Canal (47-31-9) by blocking Live Oak Canal (57-4-7) at its intersection with Alabama Road North. Live Oak Canal (57-4-7) will be redirected through a new 6' x 4' box culvert at its intersection with Homestead Road.

5. LAMSID will cooperate with County to provide landowner consents and other supporting information necessary to obtain SFWMD and other permits or approvals for any work contemplated herein.

### **SECTION III**            **COUNTY OBLIGATIONS**

1. County shall pay to LAMSID the agreed purchase price of **THREE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$389,000.)**, payable at closing in U.S. Currency by official bank check or wire transfer for the interests in real property identified in Section II, 1 and 2, above, subject to the terms and conditions set forth herein and in the Purchase Agreement, attached hereto as **Exhibit "A."**

2. The COUNTY will reimburse LAMSID for its reasonable legal fees incurred after January 1, 2013, for review of this Agreement and its Exhibits, up to an amount not to exceed \$10,000. LAMSID must submit detailed statement of services rendered by date, nature of services performed, time spent performing such services, and hourly rate charged for those services to the COUNTY within 45 days from the effective date of this Agreement. The COUNTY will remit payment to LAMSID within 30 days from receipt of the bill. If the COUNTY disputes the reasonableness of the fees charged, the COUNTY will provide notice to LAMSID regarding the fees that are deemed unreasonable and the basis for that determination within 14 days from receipt of the statement. The COUNTY will remit any undisputed portion of the bill within 30 days from receipt of the bill.

3. County has, at no cost to LAMSID, applied for and obtained the necessary SFWMD permit allowing the hydrologic connection between the Project and LAMSID's stormwater management system. County will provide copies of the SFWMD permit to LAMSID upon request.

4. County has directly retained LAMSID's District Engineer, AIM Engineering & Surveying, Inc., to design, prepare bid documents, prepare a detailed engineer's opinion of probable costs, administer the bid process, supervise construction, provide construction inspection services, and prepare "As-Built" plans and drawings for permit to be issued to LAMSID to construct one weir (control) structure located at LAMSID's Canal 57-4-6, as defined in the Supplemental Task Authorization attached as **Exhibit "H"**.

5. Upon completion, County shall in perpetuity maintain the  $\pm 3.167$  acre portion of the Live Oak Canal, identified herein, used by County to accommodate the Project's stormwater runoff. Maintenance will be performed in accordance with SFWMD permit requirements and County's routine maintenance schedule.

6. Prior to any Homestead Road Widening Project public informational meetings, County will notify the landowners adjacent to Live Oak Canal not only of the Homestead Road Widening Project, but also of the Live Oak Canal Widening Project and installation of stormwater infrastructure.

7. Upon completion of the Live Oak Canal widening project, County shall in perpetuity maintain all currently existing and permitted neighborhood drainage connections into Live Oak Canal that are located within the boundaries of Parcel 119-PE, herein. Maintenance will be performed in accordance with SFWMD permit requirements and County's routine maintenance schedule.

8. County shall not accept any off-site drainage into the Project's stormwater detention and management system from properties lying outside of LAMSID's jurisdictional boundaries. If a question exists, County will consult with LAMSID to verify boundaries prior to permitting such outfall.

9. County acknowledges that LAMSID intends to take affirmative action to promptly construct the capital drainage improvements identified herein using the proceeds received at Closing of the sale of LAMSID's interests in certain real property. These improvements will be initiated by LAMSID in reliance upon receipt of the proceeds regardless of whether or not County proceeds with its Project. Upon LAMSID's issuance of the stormwater management permit to County for the Project, transfer of the proceeds at Closing shall be irrevocable, and County shall be estopped from asserting any claim to recover said funds. The terms of the Purchase Agreement shall be so conditioned.

#### **SECTION IV**                    **AMENDMENT TO AGREEMENT**

This Interlocal Agreement may only be amended as provided for herein, with the express written consent of both Parties and executed with the same formality and dignities as this original Agreement.

#### **SECTION V**                    **INTERPRETATION OF AGREEMENT**

This Interlocal Agreement shall be construed and interpreted pursuant to Florida law. Venue for any disputes between the Parties arising under this Interlocal Agreement shall be in the



**SECTION X**                      **MISCELLANEOUS**

1. The Parties represent that they have full authority to enter into and execute this Interlocal Agreement.
2. The terms and conditions of this Interlocal Agreement shall extend to and bind the successors and assigns of County and LAMSID.
3. The drafting of this Interlocal Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
4. The invalidity of any provision hereof as may be found by a court of competent jurisdiction shall in no way affect or invalidate the remaining provisions of the Agreement.
5. In no case shall either Party be liable to the other for either consequential or special damages of any kind whatsoever, including, but not limited to, lost revenues, or any other damages of any kind relating to this Agreement.
6. The Parties understand and shall comply and cooperate with the requirements of the Inspector(s) General of the State of Florida in any investigation, audit, inspection, review or hearing with regard to this Agreement conducted pursuant to §20.055, Florida Statutes, or otherwise by law.

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed on the day and year first written above.

Executed by LAMSID this 21 day of September 2015

**WITNESSES:**

**LEHIGH ACRES MUNICIPAL  
SERVICES IMPROVEMENT  
DISTRICT, f/k/a East County Water  
Control District, an independent special  
district of the State of Florida**  
By Its: Board of Commissioners

By: [Signature]  
Its Chair

William W. Clancy  
Witness Signature

William W. Clancy  
Witness Printed Name

[Signature]  
Witness Signature

David E. Lindsay  
Witness Printed Name



Executed by COUNTY this 17<sup>th</sup> day of November, 2015

ATTEST:

CLERK OF CIRCUIT COURT

Linda Doggett, Clerk

By: \_\_\_\_\_

Deputy Clerk

[County Seal]



**LEE COUNTY, FLORIDA, a political subdivision of the State of Florida**

By Its: Board of County Commissioners

By: \_\_\_\_\_

Chair

Approved as to form for the reliance of Lee County only:

By: \_\_\_\_\_

Office of the County Attorney

**INTERLOCAL AGREEMENT  
BY AND BETWEEN LEE COUNTY AND  
LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT  
(Homestead Road Widening Project No: 5063)**

**LIST OF EXHIBITS**

- EXHIBIT "A" - Agreement For Purchase And Sale Of Real Estate**
- EXHIBIT "B" - Special Warranty Deed/Legal & Sketch**
- EXHIBIT "C" - Perpetual Stormwater Drainage Easement/Legal & Sketch**
- EXHIBIT "D" - Temporary Construction Easement Agreement/Legals & Sketches**
- EXHIBIT "E" - Perpetual Slope Easement/Legal & Sketch**
- EXHIBIT "F" - Format Grant of Easement (Bus Stop Shelter Improvements)**
- EXHIBIT "G" - East County Water Control District (n/k/a LAMSID) Permit**
- EXHIBIT "H" - Supplemental Task Authorization**

This document prepared by  
Lee County  
Department of County Lands  
Project No.: 5063/Homestead Road Widening  
Parcels: 114-TCE, 116-TCE, 119-PE, 130-PE, 206, 206-TCE, 211-TCE, 216-TCE, and  
Four Bus Stop Easements

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between **Lehigh Acres Municipal Services Improvement District (LAMSID), f/k/a East County Water Control District, an independent special district of the State of Florida**, hereinafter referred to as SELLER, whose address is, 601 East County Lane, Lehigh Acres, Florida 33936 and **Lee County (County), a political subdivision of the State of Florida**, hereinafter referred to as BUYER.

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth herein, the following:

a. Parcel 206: A fee-simple parcel consisting of 426 sq. ft., more or less. The form of the deed and the legal description/sketch of the parcel are attached as Exhibit "A".

b. Parcel 119-PE: A perpetual stormwater drainage easement interest in a 3.167-acre parcel, more or less. The form of the drainage easement instrument and the legal description/sketch of the parcel are attached as Exhibit "B".

c. Parcels 114-TCE, 116-TCE, 206-TCE, 211-TCE and 216-TCE: A temporary construction easement interests consisting of a total of 23,956 sq. ft., more or less. The form of the temporary easement instrument and the legal description/sketch of the parcels are attached as Exhibit "C".

d. Parcel 130-PE: A perpetual slope easement consisting of 111 sq. ft., more or less. The form of the slope easement instrument and the legal description/sketch of the parcel are attached as Exhibit "D".



e. Four (4) perpetual easements for construction and operation of Lee Transit bus stops and appurtenant shelter improvements, the location of which are to be determined at a future date, as provided in and according to the terms of that certain Interlocal Agreement By and Between Lee County and LAMSID regarding the Homestead Road Widening Project No. 5063, dated \_\_\_\_\_, 2015. This provision shall survive Closing on the Property.

Parcels 206, 119-PE, 114-TCE, 116-TCE, 206-TCE, 211-TCE, 216-TCE and 130-PE are collectively referred to herein as the "Property".

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Three Hundred Eight-Nine Thousand and No/100 Dollars (\$389,000), payable at closing in U.S. Currency by official bank check.

3. **EVIDENCE OF TITLE:** BUYER may obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS:** SELLER will provide:

a. A statutory special warranty deed and the respective easement instruments, as defined in Exhibits A, B, C, D, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance (affidavit to be prepared by BUYER'S title company);

5.01 **SELLER'S EXPENSES:** SELLER will pay for and provide:

- (a) payment of partial release of mortgage fees, if any;
- (b) SELLER's attorney fees.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **ASSESSMENTS:** SELLER will provide any and all notices of pending or imminent assessments. Failure to disclose assessment notice is a breach of the agreement and SELLER will be responsible for the full amount due.

8. **DEFECTS IN TITLE:** Prior to closing, BUYER will have a reasonable time to examine the title to the Property. If title is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER may make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental conditions unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation.

No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that

there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

**12. TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

**13. DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is fully executed. Closing is contingent upon the issuance of the water management permit from Lehigh Acres Municipal Services Improvement District to Lee County for the Project. The time and location of closing may be changed by mutual agreement of the parties.

**14. ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **NOTICES:** The parties to whom notices are to be sent pursuant to this Agreement are depicted in Special Conditions, attached.

19. **SPECIAL CONDITIONS:** County acknowledges that LAMSID intends to take affirmative action to promptly construct the capital drainage improvements identified herein using the proceeds received at Closing of the sale of LAMSID's interests in certain real property. These improvements will be initiated by LAMSID in reliance upon receipt of the proceeds regardless of whether or not County proceeds with its Project. Transfer of the proceeds at Closing shall be irrevocable, and County shall be stopped from asserting any claim to recover said funds. This provision shall survive Closing on the Property.

Any additional special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER:  
LEHIGH ACRES MUNICIPAL SERVICES  
IMPROVEMENT DISTRICT, F/K/A EAST  
COUNTY WATER CONTROL DISTRICT,  
AN INDEPENDENT SPECIAL DISTRICT OF  
THE STATE OF FLORIDA BY ITS BOARD  
OF COMMISSIONERS

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_  
CHAIR

ATTEST:  
LINDA DOGGETT, CLERK

BUYER:  
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk (DATE)

By: \_\_\_\_\_  
CHAIR

Approved as to form for the reliance  
of Lee County only:

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

\_\_\_\_\_  
(Date)

This Instrument Prepared by:  
Lee County – Department of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398  
Project No.: 5063/Homestead Road Widening  
Parcel No.: 206 (Part of Canal 57-4-6)

**Exhibit "B"**

Page 1 of 3

**SPECIAL WARRANTY DEED  
(Statutory)**

**THIS INDENTURE**, Made this \_\_\_ day of \_\_\_\_\_ 2015, between **LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, f/k/a East County Water Control District, an independent special district of the State of Florida**, whose address is 601 East County Lane, Lehigh Acres, Florida 33936, hereinafter referred to as **GRANTOR**, and **LEE COUNTY, a political subdivision of the State of Florida**, whose address is P.O. Box 398, Ft. Myers, Florida, 33902-0398, **GRANTEE**;

**WITNESSETH**, That the **GRANTOR**, for and in consideration of the sum of \$10 Dollars, to them in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the **GRANTEE**, their heirs and assigns forever, the following described land:

**Exhibit "A"**

The **GRANTOR** does hereby fully warrant the title to the land, and will defend the title against the lawful claims of all persons claiming by, through, or under said **GRANTOR**.

**IN WITNESS WHEREOF**, The **GRANTOR** has hereunto set their hands and seals on the date set forth above.

Signed, sealed and delivered in presence of two separate witnesses:

**GRANTOR:**  
**LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, f/k/a East County Water Control District, an Independent Special District of the State of Florida, By its Board of**

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

\_\_\_\_\_  
Printed Name of 1<sup>st</sup> Witness

By: \_\_\_\_\_  
Its Chair

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Printed Name of 2<sup>nd</sup> Witness

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as Chair of the Board of Commissioners, on behalf of the Lehigh Acres Municipal Services Improvement District, f/k/a East County Water Control District, an independent special district of the State of Florida. He/She is personally known to me or has produced a \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

PARCEL 206  
 RIGHT OF WAY  
 HOMESTEAD ROAD  
 LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF CANAL 57-4-6 AS SHOWN ON AMBERWOOD ESTATES  
 SUBDIVISION RECORDED IN PLAT BOOK 32, PAGE 22, OF THE PUBLIC  
 RECORDS OF LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

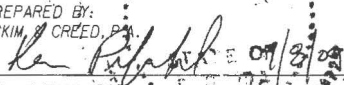
COMMENCE AT THE NORTHWEST CORNER OF SAID CANAL 57-4-6 AS  
 SHOWN ON SAID PLAT, SAID POINT ALSO BEING THE NORTHEAST  
 CORNER OF THE SOUTHEAST<sup>1</sup>/<sub>4</sub>CORNER OF SECTION 5, TOWNSHIP 45  
 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA; THENCE  
 SOUTH 02°39'58" EAST ALONG THE WEST LINE OF SAID CANAL 57-4-6  
 AND THE EAST LINE OF THE SOUTHEAST<sup>1</sup>/<sub>4</sub>OF SAID SECTION 5, A  
 DISTANCE OF 1271.68 FEET TO THE SOUTHWESTERLY CORNER OF SAID  
 CANAL 57-4-6 SAID POINT LYING NORTH 02°39'58" WEST 71.48 FEET  
 FROM STATION 97+64.47 OF THE SURVEY BASE LINE OF HOMESTEAD  
 ROAD PER LEE COUNTY DEPARTMENT OF TRANSPORTATION PROJECT NO.  
 CN-06-17 AND THE POINT OF BEGINNING;

THENCE NORTH 02°39'58" WEST ALONG THE WEST LINE OF SAID CANAL  
 57-4-6 AND THE EAST LINE OF THE SOUTHEAST<sup>1</sup>/<sub>4</sub>OF SAID SECTION  
 5, A DISTANCE OF 8.03 FEET; THENCE SOUTH 45°22'10" EAST, A  
 DISTANCE OF 83.56 FEET TO THE A POINT ON THE SOUTHERLY LINE  
 OF SAID CANAL 57-4-6; THENCE SOUTH 87°40'31" WEST ALONG THE  
 SOUTHERLY LINE OF SAID CANAL 57-4-6, A DISTANCE OF 7.46 FEET  
 TO A POINT ON THE SOUTHWESTERLY LINE OF SAID CANAL 57-4-6 AND  
 A POINT ON THE EXISTING RIGHT OF WAY LINE OF HOMESTEAD ROAD;  
 THENCE NORTH 45°21'47" WEST ALONG THE SOUTHWESTERLY LINE OF  
 SAID CANAL 57-4-6 AND SAID EXISTING RIGHT OF WAY LINE, A  
 DISTANCE OF 72.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 426 SQUARE FEET, MORE OR LESS.

NOTE:

1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY  
 CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD  
 ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

NOT VALID WITHOUT THE SIGNATURE AND  
 THE ORIGINAL RAISED SEAL OF A FLORIDA  
 LICENSED SURVEYOR AND MAPPER.  
 PREPARED BY:  
 MCKIM & CREED, P.A.  
  
 KEN PUFAHL, P.S.  
 PROFESSIONAL SURVEYOR AND MAPPER #6126

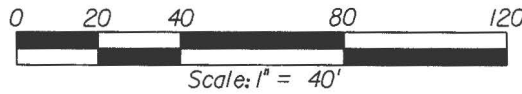
PAGE 1 OF 2 THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 01183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-21-2009	SEC-TWP-RGE SEC 4, T45S, R. 27 E	FILE: 206-1	COUNTY: LEE

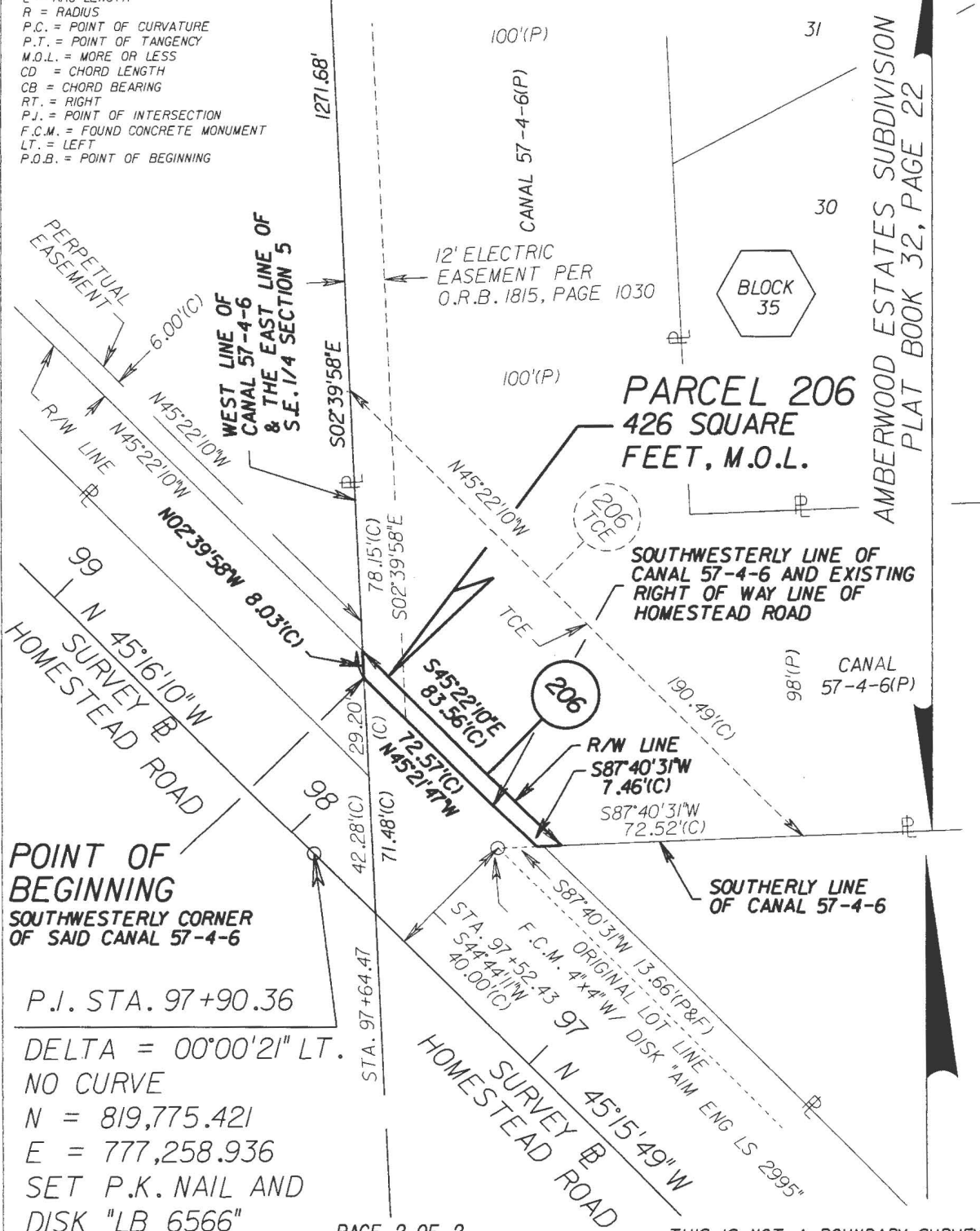


**MCKIM & CREED**  
 10970 South Cleveland Avenue Suite 401  
 Fort Myers, FL 33907-2315  
 Phone: (239) 275-8875  
 Fax: (239) 275-7029  
 Licensed Business  
 No. 6566  
 www.mckimcreed.com

**POINT OF COMMENCEMENT  
N.W. CORNER OF CANAL  
57-4-6 & THE N.E. CORNER  
OF THE SOUTHEAST 1/4  
SECTION 5-45S-27E**



- LEGEND:**  
 R/W = RIGHT OF WAY  
 (D) = DEED DATA  
 (C) = CALCULATED DATA  
 O.R.B. = OFFICIAL RECORDS BOOK  
 NO. = NUMBER  
 O/A = OVERALL  
 COR. = CORNER  
 S.J.R.C. = SET 5/8" IRON ROD  
 WITH CAP "MC LB 6566"  
 PE = PERPETUAL EASEMENT  
 SE = SLOPE EASEMENT  
 TCE = TEMPORARY CONSTRUCTION  
 EASEMENT  
 @ = SURVEY BASE LINE  
 P = PARENT TRACT PROPERTY LINE  
 STA. = STATION  
 D = DEGREE OF CURVE  
 Δ = DELTA ANGLE  
 T = TANGENT  
 L = ARC LENGTH  
 R = RADIUS  
 P.C. = POINT OF CURVATURE  
 P.T. = POINT OF TANGENCY  
 M.O.L. = MORE OR LESS  
 CD = CHORD LENGTH  
 CB = CHORD BEARING  
 RT. = RIGHT  
 P.J. = POINT OF INTERSECTION  
 F.C.M. = FOUND CONCRETE MONUMENT  
 LT. = LEFT  
 P.O.B. = POINT OF BEGINNING



**POINT OF BEGINNING**  
 SOUTHWESTERLY CORNER  
 OF SAID CANAL 57-4-6

P.J. STA. 97+90.36  
 DELTA = 00°00'21" LT.  
 NO CURVE  
 N = 819,775.421  
 E = 777,258.936  
 SET P.K. NAIL AND  
 DISK "LB 6566"

PROJECT NUMBER: 0183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 05-21-2009	SEC-TWP-RGE: SEC 4, T45S, R. 27 E
FILE: 206-2	COUNTY: LEE

**MCKIM & CREED**  
 10970 South Cleveland Avenue Suite 401  
 Fort Myers, FL 33907-2315  
 Phone: (239) 275-8875  
 Fax: (239) 275-7029  
 Licensed Business  
 No. 6566  
 www.mckimcreed.com



This Instrument Prepared by:  
Lee County – Department of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel No.: 119PE – Part of Live Oak Canal (57-4-7)  
Project No.: 5063/Homestead Road Widening

PERPETUAL STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between **LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, f/k/a East County Water Control District, an independent special district of the State of Florida**, whose address is 601 East County Lane, Lehigh Acres, Florida 33936, hereinafter referred to as Grantor, and **LEE COUNTY, a political subdivision of the State of Florida**, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 hereinafter referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns, the use of a non-exclusive stormwater drainage easement over and across that portion of the Grantor's property legal described in attached Exhibit "A" ("Easement Area"), to accommodate stormwater drainage from the Homestead Road Widening Project, No. 5063.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to expand that portion of the Live Oak Canal (57-4-7) within the Easement Area, to construct, repair, replace and maintain stormwater drainage improvements, including retention area, drainage pipes, culverts, and other necessary appurtenances to be located under, across, and through the Easement Area. Grantee also receives the permission of the Grantor to enter upon the land immediately adjacent to the Easement Area, for the purpose of ingress and egress by workmen, machinery and vehicles, as necessary to construct, replace, repair, maintain and enlarge the Live Oak Canal (57-4-7).

3. The Grantee also has the right, authority and the responsibility to maintain that portion of the Live Oak Canal (57-4-7) within the Easement Area.

4. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation and maintenance of the Easement Area. Grantee has additional right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area.

5. The stormwater drainage improvements will not be limited to any one diameter size, type or number of connections to other stormwater lines for providing drainage.

6. Title to the drainage facilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

7. Grantor warrants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor is lawfully seized and possessed of the lands, has good and lawful right and power to convey, and that the Easement Area is free and clear of all liens and encumbrances, except as recorded in the Public Records.

8. THIS AGREEMENT is binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, GRANTOR executes this easement.

Signed, sealed and delivered in  
presence of two separate witnesses:

**GRANTOR:**  
**LEHIGH ACRES MUNICIPAL SERVICES**  
**IMPROVEMENT DISTRICT, F/K/A EAST COUNTY**  
**WATER CONTROL DISTRICT, AN**  
**INDEPENDENT SPECIAL DISTRICT OF THE**  
**STATE OF FLORIDA, BY ITS BOARD**  
**OF COMMISSIONERS**

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

\_\_\_\_\_  
Printed Name of 1<sup>st</sup> Witness

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Printed Name of 2<sup>nd</sup> Witness

By: \_\_\_\_\_  
Its Chair

**STATE OF \_\_\_\_\_**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as Chair of the Board of Commissioners, on behalf of the Lehigh Acres Municipal Services Improvement District, f/k/a East County Water Control District, an independent special district of the State of Florida. He/She is personally known to me or has produced a \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

PARCEL 119  
PERPETUAL EASEMENT  
HOMESTEAD ROAD  
LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF LIVE OAK CANAL, ADDITION ONE TO LEHIGH ACRES, AS RECORDED IN PLAT BOOK 12, PAGE 139 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LOCATED IN SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST; THENCE NORTH 89°05'09" EAST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 192.71 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°05'09" EAST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 1320.41 FEET TO THE NORTHEAST CORNER OF SAID LIVE OAK CANAL; THENCE SOUTH 45°21'01" EAST ALONG THE NORTHEASTERLY LINE OF SAID LIVE OAK CANAL, A DISTANCE OF 140.07 FEET TO THE SOUTHEAST CORNER OF SAID LIVE OAK CANAL; THENCE SOUTH 89°05'10" WEST ALONG THE SOUTH LINE OF SAID LIVE OAK CANAL, A DISTANCE OF 1440.60 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE HAVING A RADIUS OF 768.51 FEET AND A DELTA ANGLE OF 07°38'31"; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 102.50 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 11°33'34" EAST, 102.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.167 ACRES, MORE OR LESS.

NOTE:

- 1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:  
MCKIM & CREED, BASIL 5560

*Ken Pufahl*  
KEN PUFABL, PSM  
PROFESSIONAL SURVEYOR AND MAPPER #6126

PAGE 1 OF 3

THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 1183-021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-26-2009	SEC-TWP-RGE: SEC 5, T45S, R. 27 E	FILE: 119-TCE-1	COUNTY: LEE



**MCKIM & CREED**

10970 South Cleveland Avenue Suite 401  
Fort Myers, FL 33907-2315  
Phone: (239) 275-8875  
Fax: (239) 275-7029

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000°56'09"W 61 125'(P)  
 125.50'  
 CLOSING LINE  
 60  
 125'(P)  
 40'(P)  
 S.I.R.C. 5/8"  
 "MC LB 6566"  
 SEE PAGE 3 OF 3

ADDITION ONE  
 TO LEHIGH ACRES  
 PLAT BOOK 12, PAGE 139

LEGEND:  
 R/W = RIGHT OF WAY  
 (D) = DEED DATA  
 (C) = CALCULATED DATA  
 O.R.B. = OFFICIAL RECORDS BOOK  
 NO. = NUMBER  
 O/A = OVERALL  
 COR. = CORNER  
 S.I.R.C. = SET 5/8" IRON ROD  
 WITH CAP "MC LB 6566"  
 PE = PERPETUAL EASEMENT  
 SE = SLOPE EASEMENT  
 TCE = TEMPORARY CONSTRUCTION EASEMENT  
 SBL = SURVEY BASE LINE  
 P = PARENT TRACT PROPERTY LINE  
 STA. = STATION  
 F.C.M. = FOUND CONCRETE MONUMENT

POINT OF  
 COMMENCEMENT  
 F.C.M. 6"x6"W/ BROKEN TOP NO ID  
 NORTHWEST CORNER OF SECTION 5

SECTION 32

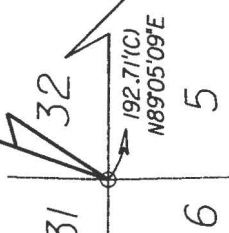
SECTION 5

POINT OF  
 BEGINNING

PARCEL 119 TCE  
 3.167 ACRES,  
 MORE OR LESS

119  
 PE

Δ = 07°38'31" LT.  
 L = 102.50'(C)  
 R = 768.51'(P)  
 CD = 102.43'(C)  
 CB = N17°33'34"E



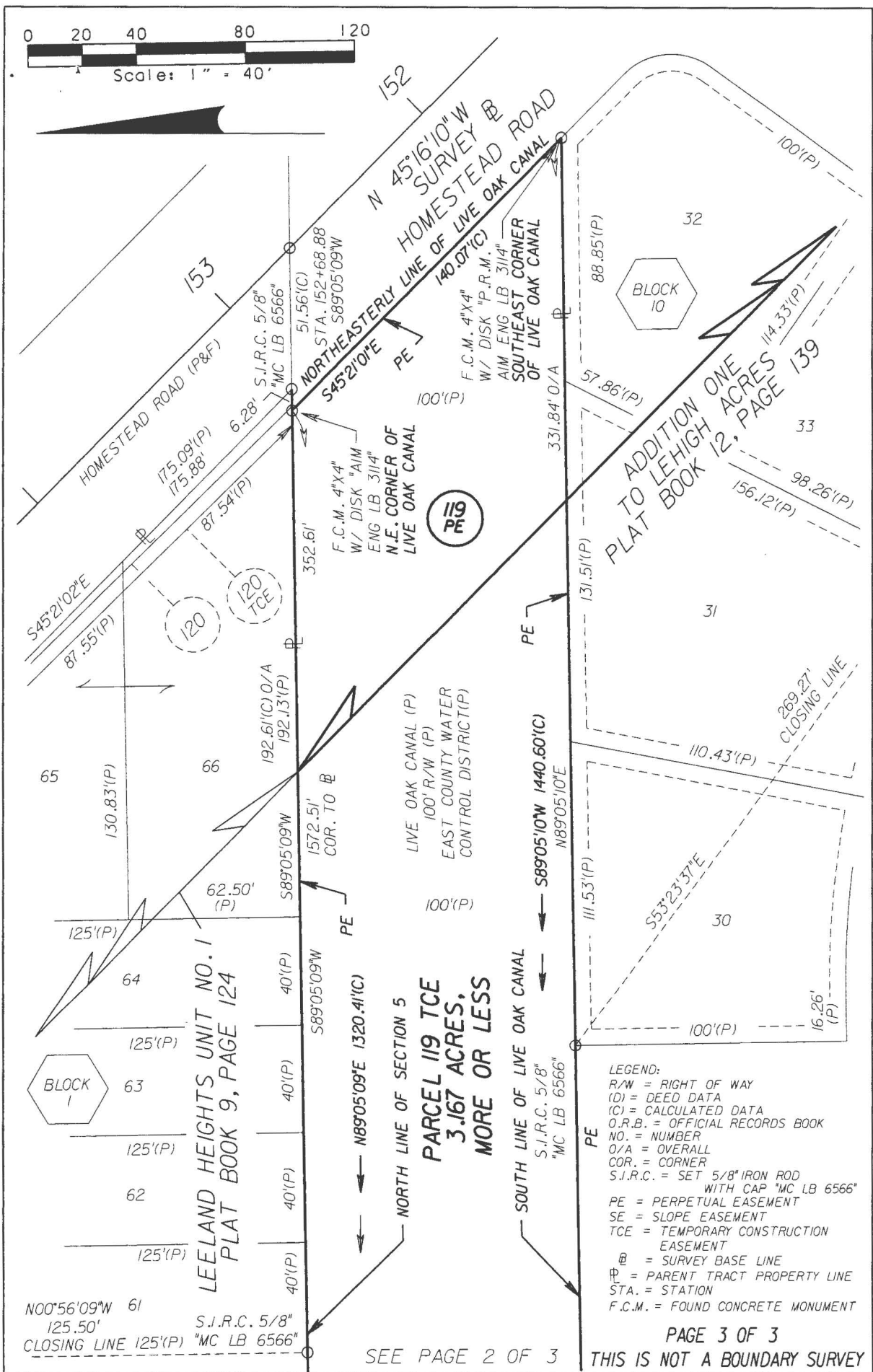
Scale: 1" = 40'

THIS IS NOT A BOUNDARY SURVEY PAGE 2 OF 3

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-26-2009	SEC-TWP-RGE: SEC 5, T45S, R. 27 E	FILE: 119-TCE-2	COUNTY: LEE

**MCKIM & CREED**  
 10970 South Cleveland Avenue Suite 401  
 Fort Myers, FL 33907-2315  
 Phone: (239) 275-8875  
 Fax: (239) 275-7029

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**PARCEL 119 TCE  
3.167 ACRES,  
MORE OR LESS**

**LEGEND:**  
 R/W = RIGHT OF WAY  
 (D) = DEED DATA  
 (C) = CALCULATED DATA  
 O.R.B. = OFFICIAL RECORDS BOOK  
 NO. = NUMBER  
 O/A = OVERALL  
 COR. = CORNER  
 S.I.R.C. = SET 5/8" IRON ROD WITH CAP "MC LB 6566"  
 PE = PERPETUAL EASEMENT  
 SE = SLOPE EASEMENT  
 TCE = TEMPORARY CONSTRUCTION EASEMENT  
 @ = SURVEY BASE LINE  
 P = PARENT TRACT PROPERTY LINE  
 STA. = STATION  
 F.C.M. = FOUND CONCRETE MONUMENT

PAGE 3 OF 3

THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 05-26-2009	SEC-TWP-RGE: SEC 5, T45S, R. 27 E
FILE: 118-TCE-3	COUNTY: LEE

**MCKIM & CREED**  
 10970 South Cleveland Avenue Suite 401  
 Fort Myers, FL 33907-2315  
 Phone: (239) 275-8875  
 Fax: (239) 275-7029  
 Licensed Business No. 6566  
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This instrument prepared by:  
Lee County – County Lands Department  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Project No.: 5063/Homestead Road Widening  
Parcel Nos.: 114-TCE, 116-TCE, 206-TCE, 211-TCE and 216-TCE  
(Various ECWCD Canal Crossings)

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, between **LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, f/k/a East County Water Control District, an independent special district of the State of Florida**, whose address is 601 East County Lane, Lehigh Acres, Florida 33936 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, hereinafter referred to as GRANTEE.

GRANTOR is the owner of the lands described in attached Exhibit "A" ("Easement Area") and has the power to grant the GRANTEE a temporary interest in these lands.

GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, permission to enter upon the Easement Area, for the purpose of ingress and egress by workmen, machinery and vehicles, as necessary for the construction of a stormwater drainage improvements in accordance with the applicable water management permits and the design of the Homestead Road Widening Project No. 5063.

GRANTEE has the right to enter upon the Easement Area at reasonable times with the necessary equipment, personnel and vehicles in order to exercise the rights granted. GRANTEE's exercise of its rights may not unreasonably interfere into GRANTOR's use of the property.

All rights granted to the GRANTEE by this Agreement start as of the project commencement date and terminate at the project completion date, unless extended by a written agreement between the parties. The GRANTEE has the right and authority to remove and dispose of dirt, rocks and vegetation within the Easement Area.

GRANTEE will restore the Easement Area to a safe and aesthetic condition, as such existed prior to construction. The completed work includes, but not be limited to, restoring or replacing sod and landscaping.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Signed, sealed and delivered in presence of two separate witnesses:

GRANTOR:

**LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, F/K/A EAST COUNTY WATER CONTROL DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, BY ITS BOARD OF COMMISSIONERS**

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

\_\_\_\_\_  
Printed Name of 1<sup>st</sup> Witness

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Printed Name of 2<sup>nd</sup> Witness

By: \_\_\_\_\_  
Its Chair

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as Chair of the Board of Commissioners, on behalf of the Lehigh Acres Municipal Services Improvement District, f/k/a East County Water Control District, an independent special district of the State of Florida. He/She is personally known to me or has produced a \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

**ATTEST:**  
LINDA DOGGETT, CLERK

ACCEPTED ON BEHALF OF THE  
BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Date

Approved as to form for the reliance of  
Lee County only:

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

PARCEL 114  
 TEMPORARY CONSTRUCTION EASEMENT  
 HOMESTEAD ROAD  
 LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA.

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE SOUTH 02°23'19" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1132.47 FEET TO STATION 136+85.57 ON THE SURVEY BASE LINE OF HOMESTEAD ROAD PER LEE COUNTY DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CN-06-17; THENCE SOUTH 02°23'19" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5, A DISTANCE OF 68.19 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF SAID HOMESTEAD ROAD, BEING THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 02°23'19" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 5, A DISTANCE OF 43.85 FEET TO A POINT; THENCE NORTH 44°22'10" WEST, A DISTANCE OF 149.55 FEET TO A POINT; THENCE NORTH 02°23'24" WEST, A DISTANCE OF 56.82 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF SAID HOMESTEAD ROAD; THENCE SOUTH 41°15'00" EAST ALONG SAID EXISTING RIGHT OF WAY LINE, A DISTANCE OF 159.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,035 SQUARE FEET, MORE OR LESS.

**NOTE:**

1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY PROJECT NUMBER CN-06-17

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:  
 MCKIM & CREED, P.A.

*James M. Condon* 5-15-09  
 JAMES M. CONDON (FOR THE FIRM LB 6566)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 6074

PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 01183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-11-2009	SEC-TWP-RGE: SEC 5, T45S, R. 27 E	FILE: 114-TCE-1	COUNTY: LEE



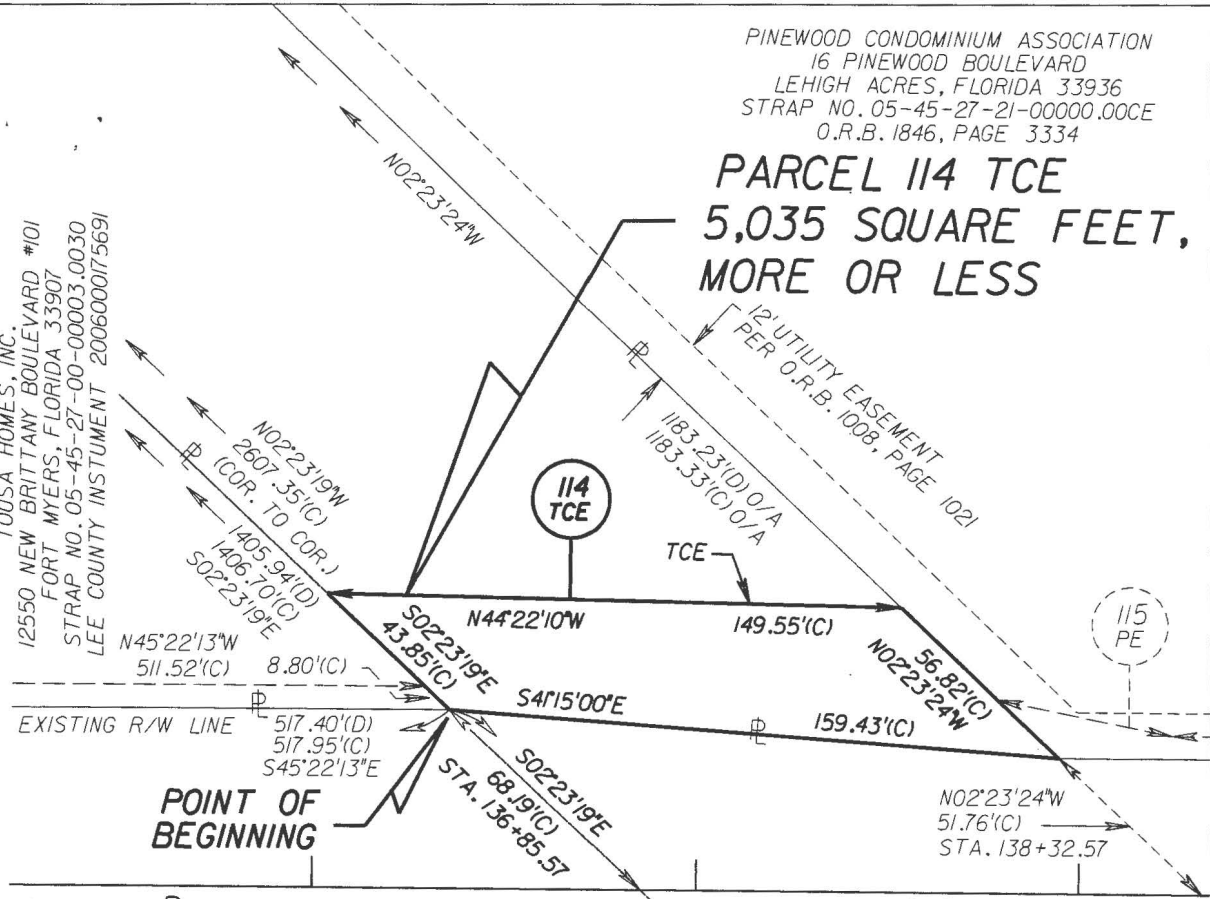
**MCKIM & CREED**  
 10970 South Cleveland Avenue Suite 401  
 Fort Myers, FL 33907-2315  
 Phone: (239) 275-8875  
 Fax: (239) 275-7029  
 Licensed Business No. 6566  
 www.mckimcreed.com



PINEWOOD CONDOMINIUM ASSOCIATION  
 16 PINWOOD BOULEVARD  
 LEHIGH ACRES, FLORIDA 33936  
 STRAP NO. 05-45-27-21-00000.00CE  
 O.R.B. 1846, PAGE 3334

**PARCEL I14 TCE**  
**5,035 SQUARE FEET,**  
**MORE OR LESS**

TOUSA HOMES, INC.  
 12550 NEW BRITANNY BOULEVARD #101  
 FORT MYERS, FLORIDA 33907  
 STRAP NO. 05-45-27-00-00003.0030  
 LEE COUNTY INSTRUMENT 2006000175691

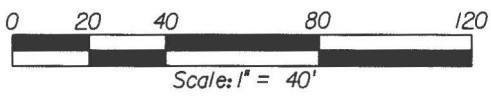


SURVEY  $\text{\textcircled{B}}$  HOMESTEAD ROAD

- LEGEND:**  
 R/W = RIGHT OF WAY  
 (D) = DEED DATA  
 (C) = CALCULATED DATA  
 O.R.B. = OFFICIAL RECORDS BOOK  
 NO. = NUMBER  
 O/A = OVERALL  
 COR. = CORNER  
 S.I.R.C. = SET 5/8" IRON ROD  
 WITH CAP "MC LB 6566"  
 PE = PERPETUAL EASEMENT  
 SE = SLOPE EASEMENT  
 TCE = TEMPORARY CONSTRUCTION EASEMENT  
 $\text{\textcircled{B}}$  = SURVEY BASE LINE  
 P = PARENT TRACT PROPERTY LINE  
 STA. = STATION

**POINT OF COMMENCEMENT**  
 S.I.R.C. 5/8"  
 "MC LB 6566"  
 NORTH 1/4 COR.  
 SECTION 5

TOWNSHIP 45 SOUTH,  
 RANGE 27 EAST  
 SECTION 5  
 TOWNSHIP 44 SOUTH,  
 RANGE 27 EAST  
 SECTION 32



THIS IS NOT A BOUNDARY SURVEY

PAGE 2 OF 2

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-11-2009	SEC-TWP-RGE: SEC 5, T45S, R. 27 E	FILE: 114-TCE-2	COUNTY: LEE

**MCKIM & CREED**  
 10970 South Cleveland Avenue Suite 401  
 Fort Myers, FL 33907-2315  
 Phone: (239) 275-8875  
 Fax: (239) 275-7029  
 Licensed Business  
 No. 6566  
 www.mckimcreed.com

PARCEL 116  
TEMPORARY CONSTRUCTION EASEMENT  
HOMESTEAD ROAD  
LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF SPUR "A" CANAL, AS SHOWN ON ADDITION ONE TO LEHIGH ACRES, AS RECORDED IN PLAT BOOK 12, PAGE 139 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LOCATED IN SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE SOUTH 02°23'19" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF 1132.47 FEET TO STATION 136+85.57 ON THE SURVEY BASE LINE OF HOMESTEAD ROAD PER LEE COUNTY DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CN-06-17; THENCE NORTH 45°16'10" WEST ALONG SAID SURVEY BASE LINE, A DISTANCE OF 1205.04 FEET TO STATION 148+90.61 ON SAID SURVEY BASE LINE; THENCE SOUTH 35°23'34" WEST, A DISTANCE OF 37.02 FEET TO THE NORTHEASTERLY CORNER OF SAID SPUR "A" CANAL, BEING THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 35°23'34" WEST ALONG THE SOUTHEASTERLY LINE OF SAID SPUR "A" CANAL, A DISTANCE OF 36.34 FEET TO A POINT; THENCE NORTH 46°16'10" WEST, A DISTANCE OF 80.85 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID SPUR "A" CANAL; THENCE NORTH 35°23'39" EAST ALONG THE NORTHWESTERLY LINE OF SAID SPUR "A" CANAL, A DISTANCE OF 32.24 FEET TO A POINT; THENCE SOUTH 49°09'43" EAST ALONG THE NORTHEASTERLY LINE OF SAID SPUR "A" CANAL, A DISTANCE OF 80.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,743 SQUARE FEET, MORE OR LESS

NOTE:

- 1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

NOT VALID WITHOUT THE SIGNATURE, AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
PREPARED BY:  
MCKIM & CREED, P.A.

*James M. Condon* 5-15-09  
JAMES M. CONDON (FOR THE FIRM LB 6566)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 8074

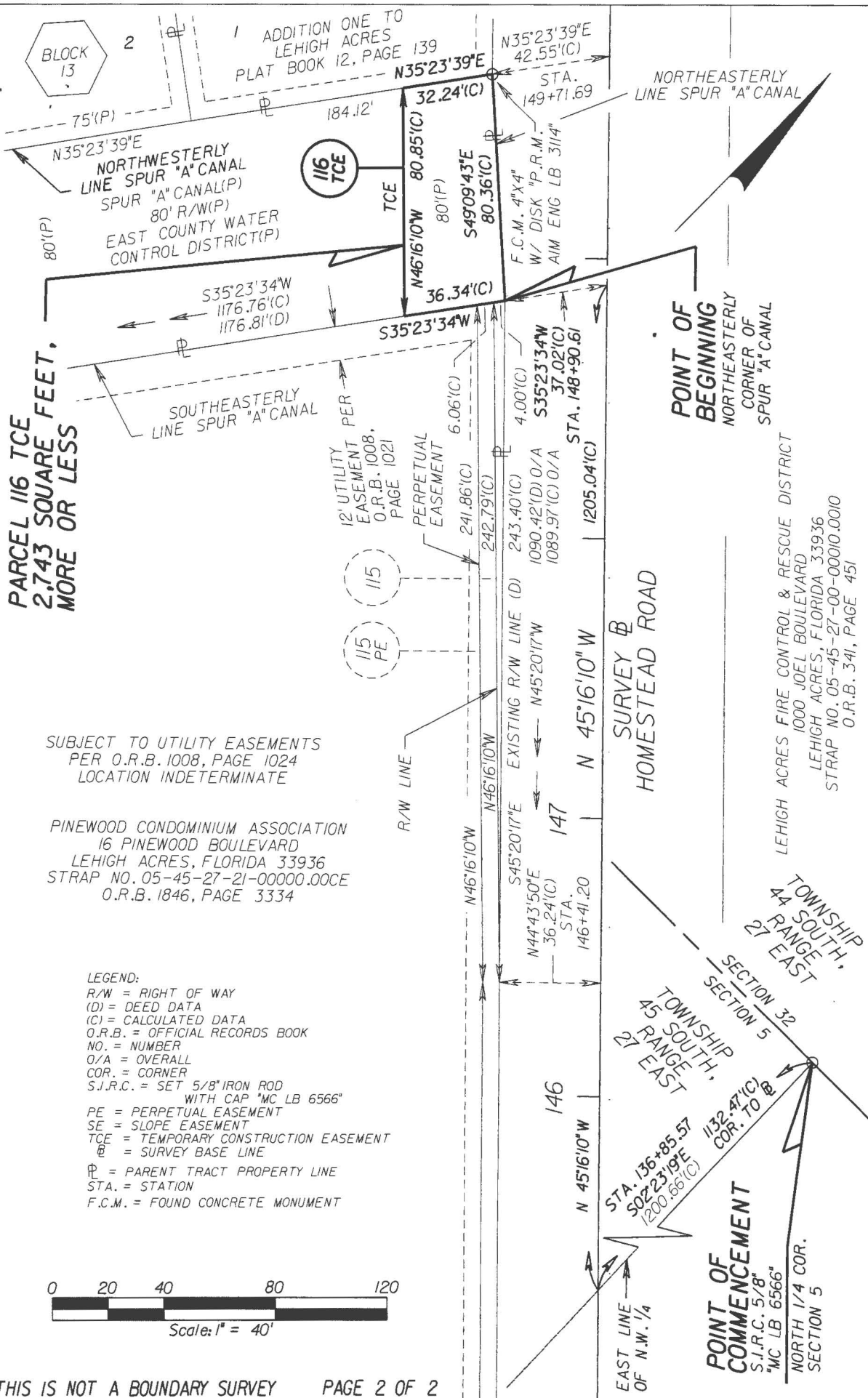
PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 01183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-11-2009	SEC-TWP-RGE: SEC 5, T45S, R. 27 E	FILE: 116-TCE-1	COUNTY: LEE



**MCKIM & CREED**  
10970 South Cleveland Avenue Suite 401  
Fort Myers, FL 33907-2315  
Phone: (239) 275-8875  
Fax: (239) 275-7029  
Licensed Business No. 6566  
www.mckimcreed.com



SUBJECT TO UTILITY EASEMENTS PER O.R.B. 1008, PAGE 1024 LOCATION INDETERMINATE

PINWOOD CONDOMINIUM ASSOCIATION  
16 PINWOOD BOULEVARD  
LEHIGH ACRES, FLORIDA 33936  
STRAP NO. 05-45-27-21-00000.00CE  
O.R.B. 1846, PAGE 3334

LEHIGH ACRES FIRE CONTROL & RESCUE DISTRICT  
1000 JOEL BOULEVARD  
LEHIGH ACRES, FLORIDA 33936  
STRAP NO. 05-45-27-00-00010.0010  
O.R.B. 341, PAGE 451

THIS IS NOT A BOUNDARY SURVEY PAGE 2 OF 2

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-11-2009	SEC-TWP-RGE SEC 5, T45S, R. 27 E	FILE: 116-TCE-2	COUNTY: LEE

**MCKIM & CREED**  
10970 South Cleveland Avenue Suite 401  
Fort Myers, FL 33907-2315  
Phone: (239) 275-8875  
Fax: (239) 275-7029

Licensed Business  
No. 6566  
www.mckimcreed.com

PARCEL 206  
TEMPORARY CONSTRUCTION EASEMENT  
HOMESTEAD ROAD  
LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF CANAL 57-4-6 OF AMBERWOOD ESTATES  
SUBDIVISION RECORDED IN PLAT BOOK 32, PAGE 22, OF THE  
PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID CANAL 57-4-6, SAID  
POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4  
CORNER OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE  
COUNTY, FLORIDA; THENCE SOUTH 02°39'58" EAST ALONG THE WEST  
LINE OF SAID CANAL 57-4-6 AND THE EAST LINE OF THE SOUTHEAST  
1/4 OF SAID SECTION 5, A DISTANCE OF 1177.47 FEET TO THE POINT  
OF BEGINNING;

THENCE SOUTH 45°22'10" EAST, A DISTANCE OF 190.49 FEET TO  
A POINT ON THE SOUTHERLY LINE OF SAID CANAL 57-4-6; THENCE  
SOUTH 87°40'31" WEST ALONG THE SOUTHERLY LINE OF SAID CANAL  
57-4-6, A DISTANCE OF 72.52 FEET; THENCE NORTH 45°22'10" WEST,  
A DISTANCE OF 83.56 FEET; THENCE NORTH 02°39'58" WEST, A  
DISTANCE OF 78.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,262 SQUARE FEET, MORE OR LESS.

NOTE:

- 1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY  
CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD  
ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

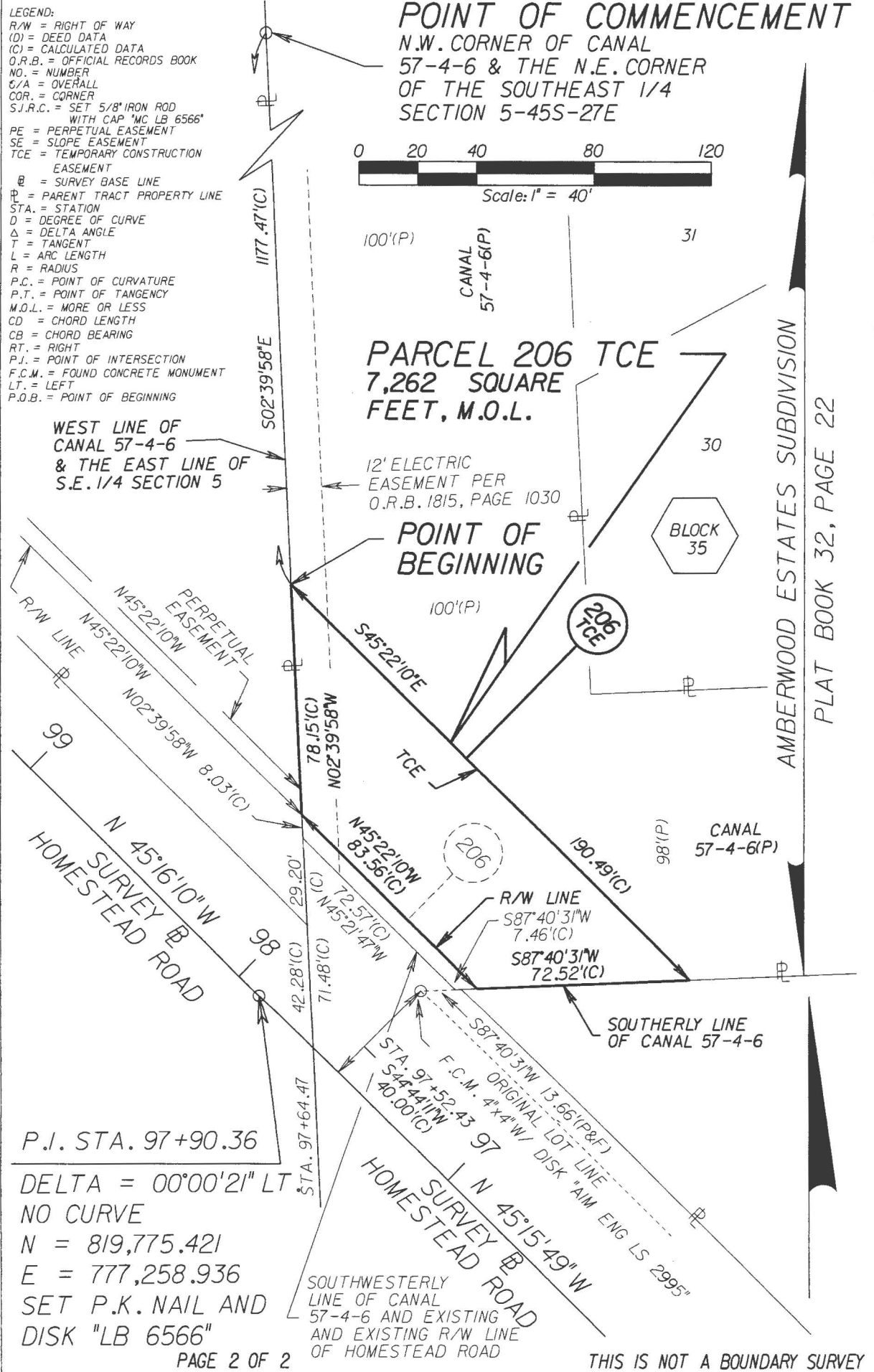
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.  
PREPARED BY:  
MCKIM & CREED, P.A.  
*James M. Condon* 5-26-09  
JAMES M. CONDON (FOR THE FIRM LB 6566)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 6074  
THIS IS NOT A BOUNDARY SURVEY

PAGE 1 OF 2

PROJECT NUMBER: 01183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-21-2009	SEC-TWP-RGE SEC 4, T45S, R. 27 E	FILE: 206TCE-1	COUNTY: LEE



**MCKIM & CREED**  
10970 South Cleveland Avenue Suite 401  
Fort Myers, FL 33907-2315  
Phone: (239) 275-8875  
Fax: (239) 275-7029  
Licensed Business  
No. 6566  
www.mckimcreed.com



- LEGEND:
- R/W = RIGHT OF WAY
  - (D) = DEED DATA
  - (C) = CALCULATED DATA
  - O.R.B. = OFFICIAL RECORDS BOOK
  - NO. = NUMBER
  - C/A = OVERALL
  - COR. = CORNER
  - S.J.R.C. = SET 5/8" IRON ROD WITH CAP 'MC LB 6566'
  - PE = PERPETUAL EASEMENT
  - SE = SLOPE EASEMENT
  - TCE = TEMPORARY CONSTRUCTION EASEMENT
  - ⊕ = SURVEY BASE LINE
  - ⊕ = PARENT TRACT PROPERTY LINE
  - STA. = STATION
  - D = DEGREE OF CURVE
  - Δ = DELTA ANGLE
  - T = TANGENT
  - L = ARC LENGTH
  - R = RADIUS
  - P.C. = POINT OF CURVATURE
  - P.T. = POINT OF TANGENCY
  - M.O.L. = MORE OR LESS
  - CD = CHORD LENGTH
  - CB = CHORD BEARING
  - RT. = RIGHT
  - P.I. = POINT OF INTERSECTION
  - F.C.M. = FOUND CONCRETE MONUMENT
  - LT. = LEFT
  - P.O.B. = POINT OF BEGINNING

P.I. STA. 97+90.36

DELTA = 00°00'21" LT  
NO CURVE

N = 819,775.421  
E = 777,258.936

SET P.K. NAIL AND DISK "LB 6566"

PAGE 2 OF 2

PROJECT NUMBER: 01183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 05-21-2009	SEC-TWP-RGE: SEC 4, T45S, R. 27 E
FILE: 206TCE-2	COUNTY: LEE

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PARCEL 211  
TEMPORARY CONSTRUCTION EASEMENT  
HOMESTEAD ROAD  
LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27  
EAST, LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 5;  
THENCE SOUTH 02°23'19" EAST ALONG THE EAST LINE OF  
THE NORTHWEST 1/4 OF SAID SECTION 5, A DISTANCE OF  
1132.47 TO STATION 136+85.57 ON THE SURVEY BASE LINE OF  
HOMESTEAD ROAD PER LEE COUNTY DEPARTMENT OF TRANSPORTATION  
PROJECT NUMBER CN-06-17; THENCE NORTH 02°23'19" WEST ALONG  
THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5,  
A DISTANCE OF 48.51 TO A POINT ON THE EXISTING RIGHT OF WAY  
LINE OF HOMESTEAD ROAD, BEING THE POINT OF BEGINNING;

THENCE NORTH 41°05'11" WEST, ALONG SAID RIGHT OF WAY,  
A DISTANCE OF 159.99 FEET TO A POINT; THENCE  
NORTH 02°23'11" WEST, A DISTANCE OF 57.23 FEET TO A POINT;  
THENCE SOUTH 45°20'17" EAST, A DISTANCE OF 146.80 FEET TO  
A POINT ON SAID EAST LINE OF THE NORTHWEST 1/4 OF  
SAID SECTION 5; THENCE SOUTH 02°23'19" EAST, ALONG THE  
EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, A  
DISTANCE OF 74.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,595 SQUARE FEET, MORE OR LESS.

NOTE:

- 1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY PROJECT NUMBER CN-06-17.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PREPARED BY:  
MCKIM & CREED, P.A.

JAMES M. CONDON FOR THE FIRM LB 6566  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 6074

PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

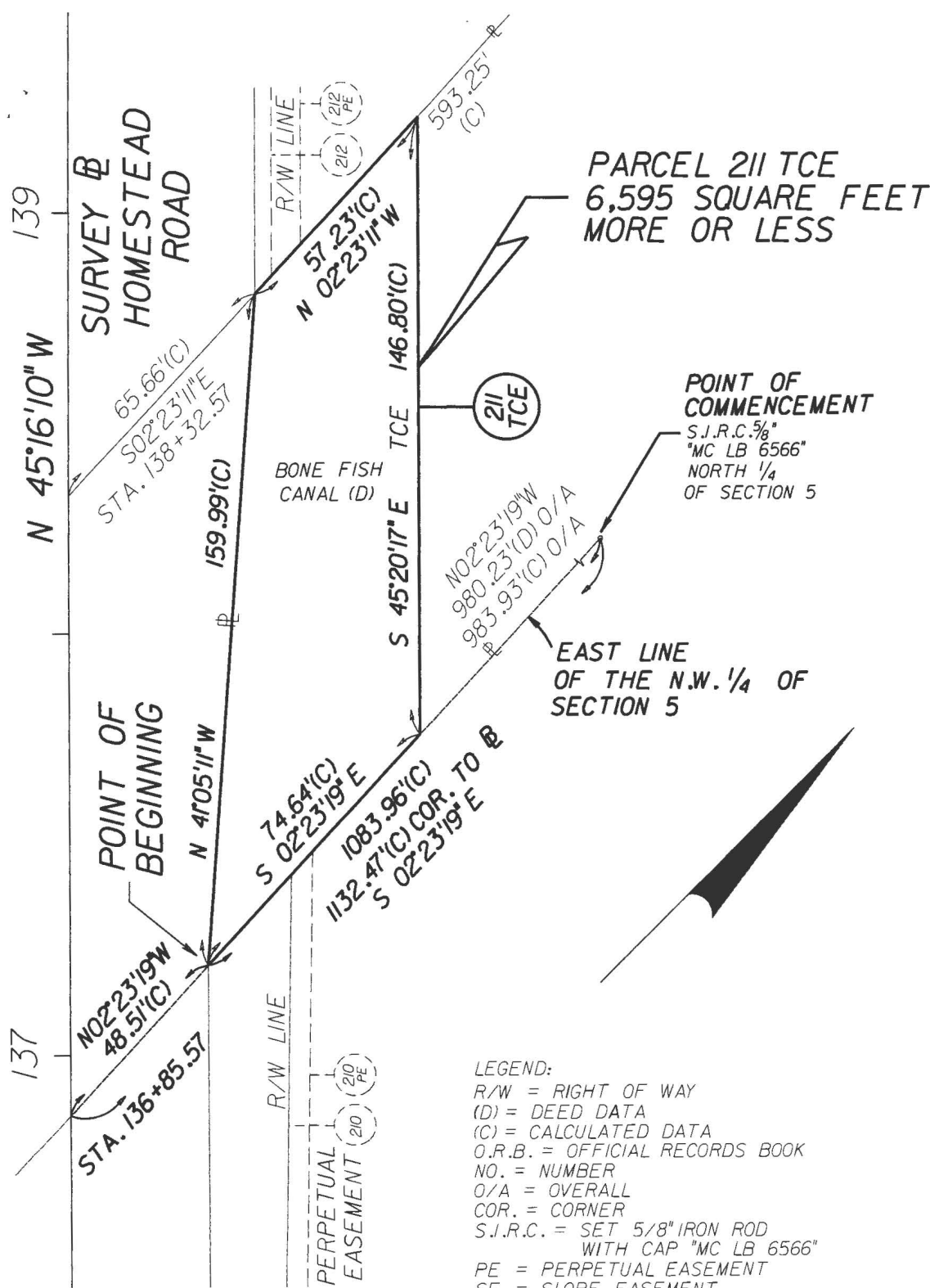
PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: MDM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-15-2009	SEC-TWP-RGE SEC 5, T 45 S, R 27 E	FILE: 211-TCE-1	COUNTY: LEE



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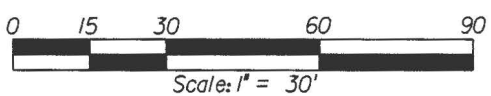


PARCEL 211 TCE  
6,595 SQUARE FEET  
MORE OR LESS

POINT OF  
COMMENCEMENT  
S.J.R.C. 5/8"  
"MC LB 6566"  
NORTH 1/4  
OF SECTION 5

EAST LINE  
OF THE N.W. 1/4  
OF  
SECTION 5

LEGEND:  
R/W = RIGHT OF WAY  
(D) = DEED DATA  
(C) = CALCULATED DATA  
O.R.B. = OFFICIAL RECORDS BOOK  
NO. = NUMBER  
O/A = OVERALL  
COR. = CORNER  
S.J.R.C. = SET 5/8" IRON ROD  
WITH CAP "MC LB 6566"  
PE = PERPETUAL EASEMENT  
SE = SLOPE EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT  
⊕ = SURVEY BASE LINE  
⊞ = PARENT TRACT PROPERTY LINE  
STA. = STATION  
M.O.L. = MORE OR LESS



PAGE 2 OF 2  
THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION
DRAWN BY: MDM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 05-15-2009	SEC-TWP-RGE: SEC 5, T 45 S, R 27 E
FILE: 211-TCE-2	COUNTY: LEE

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PARCEL 216  
TEMPORARY CONSTRUCTION EASEMENT  
HOMESTEAD ROAD  
LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF LIVE OAK CANAL IN SECTION 5, TOWNSHIP 45 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE  
SOUTH 02°23'19" EAST ALONG THE EAST LINE OF THE NORTHWEST  
1/4 OF SAID SECTION 5, A DISTANCE OF 1132.47 FEET TO STATION  
136+85.57 ON THE SURVEY BASE LINE OF HOMESTEAD ROAD PER LEE  
COUNTY DEPARTMENT OF TRANSPORTATION PROJECT NUMBER CN-06-17;  
THENCE NORTH 45°16'10" WEST ALONG SAID SURVEY BASE LINE, A  
DISTANCE OF 1202.45 FEET TO STATION 148+88.02 ON SAID SURVEY  
BASE LINE AND A POINT ON THE SOUTHWESTERLY EXTENSION OF THE  
NORTHWESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK  
341, PAGE 451 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;  
THENCE NORTH 31°48'56" EAST ALONG THE SOUTHWESTERLY EXTENSION OF  
THE NORTHWESTERLY LINE OF SAID LANDS, A DISTANCE OF 44.58 FEET  
TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF SAID HOMESTEAD  
ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 45°19'22" WEST ALONG THE SAID EXISTING RIGHT OF  
WAY LINE, A DISTANCE OF 51.29 FEET TO A POINT ON THE SOUTHEASTERLY  
LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4140, PAGE 2896  
OF THE PUBLIC RECORDS OF SAID LEE COUNTY, FLORIDA; THENCE  
NORTH 31°48'56" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LANDS,  
A DISTANCE OF 45.98 FEET TO A POINT; THENCE SOUTH 46°16'10" EAST,  
A DISTANCE OF 51.10 FEET TO A POINT ON THE NORTHWESTERLY LINE OF  
LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 341, PAGE 451;  
THENCE SOUTH 31°48'56" WEST ALONG THE NORTHWESTERLY LINE OF SAID  
LANDS, A DISTANCE OF 46.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,321 SQUARE FEET, MORE OR LESS.

NOTE:

- 1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL  
SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY  
PROJECT NUMBER CN-06-17.

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

PREPARED BY:  
MCKIM & CREED, P.A.

*James M. Condon* 526-09

JAMES M. CONDON (FOR THE FIRM LB 6566)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 6074

PAGE 1 OF 2 THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: MDM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-18-2009	SEC-TWP-RGE: SEC 5, T 45 S, R 27 E	FILE: 216-TCE-1	COUNTY: LEE



**MCKIM & CREED**  
10970 South Cleveland Avenue Suite 401  
Fort Myers, FL 33907-2315  
Phone: (239) 275-8875  
Fax: (239) 275-7029

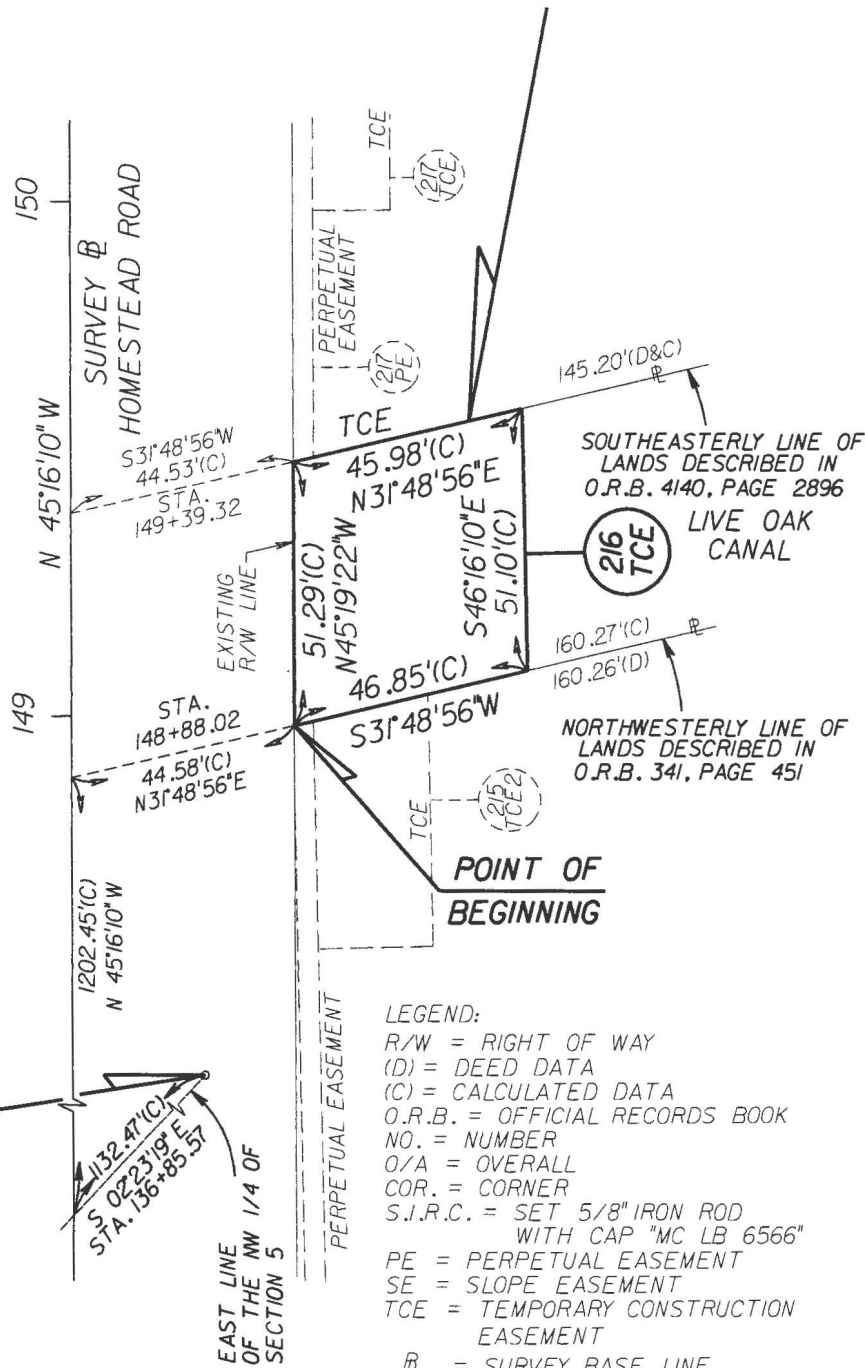
Licensed Business  
No. 6566  
www.mckimcreed.com



PARCEL 216 TCE  
2,321 SQUARE FEET  
MORE OR LESS

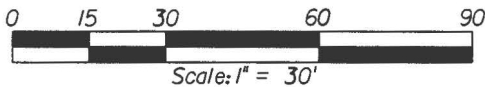
POINT OF COMMENCEMENT

S.I.R.C. 5/8"  
"MC LB 6566"  
NORTH 1/4 CORNER  
OF SECTION 5



LEGEND:

- R/W = RIGHT OF WAY
- (D) = DEED DATA
- (C) = CALCULATED DATA
- O.R.B. = OFFICIAL RECORDS BOOK NO. = NUMBER
- O/A = OVERALL
- COR. = CORNER
- S.I.R.C. = SET 5/8" IRON ROD WITH CAP "MC LB 6566"
- PE = PERPETUAL EASEMENT
- SE = SLOPE EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- Ⓟ = SURVEY BASE LINE
- Ⓟ = PARENT TRACT PROPERTY LINE
- STA. = STATION
- M. O. L. = MORE OR LESS



PAGE 2 OF 2  
THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: MDM	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-18-2009	SEC-TWP-RGE SEC 5, T 45 S, R 27 E	FILE: 216-TCE-2	COUNTY: LEE

**MCKIM & CREED**  
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Fort Myers, FL 33907-2315  
Phone: (239) 275-8875  
Fax: (239) 275-7029

Licensed Business  
No. 6566  
www.mckimcreed.com

**This instrument prepared by:**  
Lee County – County Lands Department  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Parcel No.: 130-PE (Part of Dave Canal 47-31-9)  
Project No.: 5063/Homestead Road Widening

**GRANT OF PERPETUAL SLOPE EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015, between **Lehigh Acres Municipal Services Improvement District, f/k/a East County Water Control District, an independent special district of the State of Florida**, whose address is 601 East County Lane, Lehigh Acres, Florida 33936 herein referred to as the Grantor, and **Lee County, a political subdivision of the State of Florida**, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902-0398 herein referred to as the Grantee.

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a perpetual slope easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" ("Easement Area").

2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, fill, replace, repair, remove, extend, and maintain a slope easement in the Easement Area to support, reinforce, and stabilize the adjacent public roadway. The Grantee anticipates construction of a fill slope to provide transition from the Homestead Road right-of-way improvements to adjacent natural grade.

3. The improvements that may be placed within the Easement Area for roadway slope purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.

4. Title to the improvements constructed by the Grantee within the Easement Area will remain in the Grantee, its successors or assigns.

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Area on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

7. Grantee has the right and authority to remove and dispose of dirt, rocks and vegetation within the easement area.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Grantor, has caused this document to be signed on the date first above written.

Signed, sealed and delivered in presence of two separate witnesses:

GRANTOR:

**LEHIGH ACRES MUNICIPAL SERVICES  
IMPROVEMENT DISTRICT, F/K/A EAST  
COUNTY WATER CONTROL DISTRICT,  
AN INDEPENDENT SPECIAL DISTRICT OF  
THE STATE OF FLORIDA, BY ITS BOARD  
OF COMMISSIONERS**

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

\_\_\_\_\_  
Printed Name of 1<sup>st</sup> Witness

\_\_\_\_\_  
2<sup>nd</sup> Witness Signature

\_\_\_\_\_  
Printed Name of 2<sup>nd</sup> Witness

By: \_\_\_\_\_  
Its Chair

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as Chair of the Board of Commissioners, on behalf of the Lehigh Acres Municipal Services Improvement District, f/k/a East County Water Control District, an independent special district of the State of Florida. He/She is personally known to me or has produced a \_\_\_\_\_ as identification.

SEAL

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

PARCEL 130  
PERPETUAL EASEMENT  
HOMESTEAD ROAD  
LEE COUNTY PROJECT NUMBER CN-06-17

THAT PORTION OF LAND LOCATED IN SECTION 31, TOWNSHIP 44 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE  
NORTH 00°42'14" EAST ALONG THE EAST LINE OF SAID SECTION  
31, A DISTANCE OF 1564.34 FEET TO STATION 174+55.44 ON THE  
SURVEY BASE LINE OF HOMESTEAD ROAD PER LEE COUNTY DEPARTMENT  
OF TRANSPORTATION PROJECT NUMBER CN-06-17; THENCE  
SOUTH 00°42'14" WEST ALONG THE EAST LINE OF SAID SECTION 31,  
A DISTANCE OF 56.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK  
1 LEECLAND HEIGHTS, UNIT NO. 1, AS RECORDED IN PLAT BOOK 9, PAGE  
124 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING THE POINT  
OF BEGINNING;

THENCE CONTINUE SOUTH 00°42'14" WEST ALONG THE EAST LINE OF  
SAID SECTION 31, A DISTANCE OF 6.94 FEET TO A POINT; THENCE  
NORTH 45°21'02" WEST, A DISTANCE OF 22.22 FEET TO A POINT; THENCE  
NORTH 00°42'14" EAST, A DISTANCE OF 6.94 FEET TO A POINT; THENCE  
SOUTH 45°21'02" EAST A DISTANCE OF 22.22 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 111 SQUARE FEET, MORE OR LESS.

NOTE:

- 1. THIS SKETCH OF DESCRIPTION IS BASED UPON A RIGHT OF WAY CONTROL  
SURVEY AND RIGHT OF WAY MAP PREPARED FOR HOMESTEAD ROAD LEE COUNTY  
PROJECT NUMBER CN-06-17.

LEGEND:

- R/W = RIGHT OF WAY
- (D) = DEED DATA
- (C) = CALCULATED DATA
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- S.J.R.C. = SET 5/8" IRON ROD  
WITH CAP "MC LB 6566"
- PE = PERPETUAL EASEMENT
- SE = SLOPE EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- BL = SURVEY BASE LINE
- PL = PARENT TRACT PROPERTY LINE
- STA. = STATION
- M.O.L. = MORE OR LESS

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

PREPARED BY:  
MCKIM & CREED, P.A.  
*James M. Condon* 5-26-09

JAMES M. CONDON (FOR THE FIRM - LB 6566)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 6074

PAGE 1 OF 2

THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 1183-0021	DESCRIPTION: SKETCH OF DESCRIPTION		
DRAWN BY: JMC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 05-26-2009	SEC-TWP-RGE SEC 31, T44S, R. 27 E	FILE: 130-PE-1	COUNTY: LEE



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Phone: (239) 275-8875  
Fax: (239) 275-7029

Licensed Business  
No. 6566  
www.mckimcreed.com



This instrument prepared by:  
Lee County -County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel:  
Project: Lee Tran/Bus Stop Shelters  
STRAP No.: Easement in part of

**GRANT OF EASEMENT**

This Grant of Easement is entered into by and between **LEHIGH ACRES MUNICIPAL SERVICES IMPROVEMENT DISTRICT, f/k/a East County Water Control District, an independent special district of the State of Florida**, whose post office address is 601 East County Lane, Lehigh Acres, FL 33936 ("Grantor"), and **LEE COUNTY, a political subdivision of the State of Florida** whose mailing address is Post Office Box 398, Fort Myers, Florida 33902 ("Grantee").

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee, subject to the terms and conditions set forth herein, a non-exclusive easement ("**Easement**") for the purpose of permitting Grantee, its employees, agents and contractors to construct, reconstruct, maintain, operate, inspect and repair a public pedestrian/bus stop shelter and all fixtures and appurtenances incidental thereto for use in connection therewith (collectively, "**Facilities**") upon, through, under and along a portion of real property legally described on Exhibit A ("**Easement Tract**"), said Easement Tract being a portion of real property owned by Grantor. This Grant of Easement also includes the right of the general public to utilize the public pedestrian/bus stop facilities, and the right of the Grantee to reasonable and necessary ingress and egress from the public road over and across the Easement Tract for the purpose of Grantee exercising the rights granted to it hereunder.

2. **Reservation of Rights.** Grantor reserves and retains all other property rights in and to the Easement Tract, including the right to use the Easement Tract for installing and maintaining additional drainage improvements, so long as those improvements do not substantially and unreasonably interfere with Grantee's rights herein. The Grantor remains liable for the proper construction and maintenance of any drainage improvements the Grantor places within the Easement Tract.

3. **Restoration by Grantee.** If any portion of the Grantor's adjacent real property is disturbed by Grantee's access to the Easement Tract, the same will be promptly restored by Grantee to the condition as it existed just prior to such disturbance. Immediately following the performance of any work by or on behalf of Grantee at the Easement Tract, Grantee must remove from the Easement Tract, and any adjacent land owned by the Grantor all equipment, materials and debris resulting from or used in connection with any such work.

4. **Construction/Maintenance of Bus Stop Facilities.** Grantee is solely responsible for the construction, maintenance and operation of the Facilities, which includes the regular collection of debris from the trash receptacle.

5. **Prohibition Against Alternative Use.** Unless otherwise agreed in writing by the parties, the Easement Tract must be used solely for the construction, maintenance and use of the public pedestrian/bus stop shelter facility, which use includes an advertising panel.

6. **Prohibition Against Liens.** Grantee will not permit any mechanics' or materialmen's liens to be filed against the Easement Tract for work or materials furnished to Grantee in connection with this Easement.

7. **Liability.** Lee County agrees to be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of Lee County while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time.

8. **Attorneys' Fees.** If either party brings an action at law or in equity to enforce or interpret this Grant of Easement, the prevailing party in that action will be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation including, but not limited to, appellate proceedings.

9. **Successors and Assigns.** The terms "Grantor" and "Grantee" wherever used in this Grant of Easement, are intended in each instance to include the successors and assigns of Grantor as the owner of the Easement Tract, and Grantee as the owner of the Facilities and the holder of the Easement.

10. **Governing Law.** This Grant of Easement will be governed by and construed in accordance with the laws of the State of Florida.

11. **Notice.** Unless otherwise provided for in this Grant of Easement, any notice, demand or other communication required or permitted to be given to either party under or with respect to this Grant of Easement (collectively, "Notice") must be in writing, and must be delivered in person, or by a reputable overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the appropriate addresses set forth below, or such other address as either party may in the future provide by written notice to the other party delivered in accordance with the terms of this Section 11.

IF NOTICE TO GRANTEE:

Lee County, Florida (Lee Tran)  
Post Office Box 398  
Fort Myers, Florida 33902-0398

IF NOTICE TO GRANTOR:

Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

Notice will be deemed effective (a) upon receipt if delivered in person or by overnight delivery service, or (b) as of the date of the deposit in the U.S. mail, if sent by certified mail.

12. Effective Date. This Grant of Easement will become effective after execution by the Grantor and acceptance by Grantee.

13. Entire Agreement/Exhibits. This Grant of Easement constitutes the parties' entire agreement and understanding concerning its subject matter and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings. This Grant of Easement consists of the body of this Grant of Easement and Exhibit "A" (Legal Description of the Easement Tract), which is attached to and incorporated by reference:

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Grant of Easement as of the Effective Date.

WITNESSES:

As to Grantor:
LEHIGH ACRES MUNICIPAL SERVICES
IMPROVEMENT DISTRICT, f/k/a East County
Water Control District, an independent special
district of the State of Florida

(Signature) [Signature Line] (Printed Name)

By: [Signature Line]

Its: [Signature Line]

Date: [Signature Line]

(Signature) [Signature Line] (Printed Name)

STATE OF [Signature Line]

COUNTY OF [Signature Line]

The foregoing Grant of Easement was acknowledged before me this \_\_\_ day of \_\_\_, 2015, by \_\_\_ (Print Name and Title of Officer/Agent)

Lehigh Acres Municipal Services Improvement District, f/k/a East County Water Control District, an independent special district of the State of Florida, on behalf of the District. He/She is personally known to me or presented \_\_\_ as identification.

(AFFIX STAMP)

Signature of Notary Public



As to Grantee:  
ACCEPTED ON BEHALF OF THE  
BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

ATTEST:  
LINDA DOGGETT, CLERK

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

By: \_\_\_\_\_  
CHAIR or VICE-CHAIR

Approved as to Form for the  
Reliance of Lee County Only

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

Format



DATE SUBMITTED:

Grid for date submitted

PERMIT #:

Grid for permit number

APPLICATION FOR A PERMIT

\*Note: The review of permit applications will be conducted per the East County Water Control District Administrative Policy and Procedures

AGENT NAME: HDR Engineering PHONE #: ( ) 941-342-2700
PROJECT NAME: Homestead Road Widening

TOTAL ACREAGE: [Grid]

Property Address (STRAP associated with this address will be used as the primary STRAP for this project):
Mailing Address:
City: State: Zip:

STRAP NUMBERS (attach additional sheet if necessary):

Grid for STRAP numbers

Brief description of proposed project:

Application for: Roadway Widening project by Lee County. Project includes redirection of a portion of the Liveoak Canal into Spur A.

Is the project proposed to be developed in phases? [ ] Yes [X] No

Estimated # of Phases: 1
Permit Fee: \$ 5,040 (to be verified by staff)

## PART II

### OWNER/APPLICANT/ DEVELOPER INFORMATION

A.

Name of Applicant		Lee County				Select Title
Mailing Address:		Street:	1500 Monroe Street			
City:	fort Myers	State:	Florida	Zip:	33901	
Phone No.	Area Code:	239	Number:	533-8580	Ext.	
Fax No.	Area Code:	239	Number:	485-8520		
E-mail Address:						

B. Relationship of applicant to property\*:

- Owner\*     
  Trustee\*     
  Option holder\*     
  Lessee\*  
 Contract Purchaser\*     
  Other (indicate)\* \_\_\_\_\_

C.

Name of Developer:		Not applicable				
Mailing Address:		Street:				
City:		State:		Zip:		
Phone No.	Area Code:	( )	Number:	-	Ext.	
Fax No.	Area Code:	( )	Number:	-		
E-mail Address:						

D.

Name of Authorized Agent(s):		Not Applicable				
Mailing Address:		Street:				
City:		State:		Zip:		
Phone No.	Area Code:	( )	Number:	-	Ext.	
Fax No.	Area Code:	( )	Number:	-		
E-mail Address:						

E.

Name of Property Owner:		Lee County				
Mailing Address:		Street:	1500 Monroe Street			
City:	Fort Myers	State:	Florida	Zip:	33901	
Phone No.	Area Code:	(239)	Number:	533 8580	Ext.	
Fax No.	Area Code:	(239)	Number:	485 8520		
E-mail Address:						

\*A disclosure of the name of all persons or entities having an ownership interest in the property is required (attached).

PART III

DISCLOSURE OF OWNERSHIP INTEREST FORM FORM:

PRIMARY STRAP NUMBER:   -   -   -   -       -

1. If the property is owned in the fee simple by an **INDIVIDUAL**, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address	Percentage of Ownership
N/A	

2. If the property is owned by a **CORPORATION**, list the officers and stockholders and the percentage of stock owned by each.

Name, Address, Office	Percentage of Stock
N/A	

3. If the property is in the name of a **TRUSTEE**, list the beneficiaries of the trust with percentages of interest.

Name and Address	Percentage of Interest
N/A	

4. If the property is in the name of a **GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP**, list the names of general and limited partners.

Name and Address	Percentage of Interest
N/A	

- 5. If there is a **CONTACT FOR PURCHASE**, whether contingent on this application Or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name and Address	Percentage of Interest
N/A	

Date of Contract (mm/dd/yy): / /

- 6. If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name and Address	Percentage of Interest

For any changes of ownership of changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate for compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

\_\_\_\_\_  
 SIGNATURE OF APPLICANT  
 Lee County Department of Transportation  
 PRINTED OR TYPED NAME OF APPLICANT

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this \_\_\_ day of SELECT MONTH, YEAR, by \_\_\_\_\_ who is personally know to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
 SIGNATURE OF NOTARY PUBLIC  
 PRINTED NAME OF NOTARY PUBLIC

**PART IV****EXPLANATION**

All Permit Application sections must be completed and submitted.

Permit Application fees and submittal items (see Part VI) must be submitted with the application.

Any and all work involving the lands and/or facilities of the District shall not commence without a Board of Supervisors' approved permit.

All set policies, procedures, technical requirements, and fee schedules can be found and reviewed in the 'Administrative Policy and Procedures Guide'. The Guide is available at the District Office located at 601 East County Lane, Lehigh Acres, FL or online at [www.ecwcd.com](http://www.ecwcd.com).

PROFESSIONAL CONSULTANT FORM

ATTORNEY

Name:	N/A				
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	( )	Number:	-	Ext.
Other Contact:					

ENGINEER

Name:	HDR Engineering, Inc.				
Mailing Address:	2621 Cattlemen Road, Suite 106				
City:	Sarasota	State:	Florida	Zip:	34232
Business No.	Area Code:	(941)	Number:	342 2700	Ext.
Other Contact:					

OTHER REPRESENTATIVE/PROFESSIONAL

Name:					
Mailing Address:					
City:		State:		Zip:	
Business No.	Area Code:	( )	Number:	-	Ext.
Other Contact:					

NUMBER OF COPIES		SUBMITTAL DOCUMENT
SUB'D	REQ'D	
		<b>ITEMS REQUIRED FOR INITIAL SUBMITTAL</b>
2	2	Construction/Development Plans that include 1) a location map showing the location of the proposed project in relation to adjacent streets and ECWCD facilities and 2) all sheets that are required to fully communicate the details of proposed works and/or use desired (i.e. Site Plan, Paving Grading & Drainage Plan, Cross Sections, Details, and Erosion Control Plan, Etc.). Any Construction Plan Set must include sufficient survey data to be able to determine elevations, location (property and Rights-of-Way lines), and limits of existing and proposed conditions, and must be signed and sealed by a Licensed Florida Professional Engineer.
2	2	Design documents and calculations that include all pertinent design information, including but not limited to drainage calculations, control elevation, water quality calculations, Storm Water Management System Routings, and peak water surface elevations and discharges for design storm events.
2	2	CD or 3 1/2 Floppy— file needs to be in Auto Cadd format (DWG) and drawn in "State Plane Coordinates" format.
2	2	Permit Application
2	2	Disclosure of Owner Form (signed and notarized)
2	2	Professional Consultant Information
In Process	2	Copy of Approved Florida Department of Environmental Protection (FDEP) Notice of Intent (NOI) for all sites one (1) acre and greater in size.
In Process	2	Copy of Approved South Florida Water Management District (SWFMD) Permit for all sites required to get a permit.
	1	Check for appropriate Permit Fees



LEE COUNTY PROFESSIONAL SERVICE/SERVICE PROVIDER AGREEMENT  
CHANGE ORDER/SUPPLEMENTAL TASK AUTHORIZATION

NO.: 2

Change Order  
 Supplemental Task Authorization

(A Change Order or Supplemental Task Authorization Requires Approval by the Department Director for Expenditures Under \$50,000 or Approval by the County Manager for Expenditures Between \$50,000.01 and \$100,000 or Approval by the Board of County Commissioners for Expenditures over \$100,000)

PRIMARY CONTACT: Sarah Clarke  
CONTRACT NAME: Miscellaneous Professional Services CN-12-13  
PROJECT NAME: ECWCD/Lee County Homestead Road Weir Structure – Construction Phase  
CONSULTANT: AIM Engineering & Surveying, Inc. PROJECT NO.: 5063  
SOLICIT NO.: CN-12-13 CONTRACT NO.: 6211 ACCOUNT NO. 20506338823  
LEE COUNTY PM: Sarah Clarke DATE OF REQUEST: 08/01/2014  
FISCAL STAFF: Eileen Webster

Upon the completion and execution of this Change Order or Supplemental Task Authorization by both parties the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "CO/STA-A" SCOPE OF PROFESSIONAL SERVICE: DATED: 08/01/2014  
EXHIBIT "CO/STA-B" COMPENSATION & METHOD OF PAYMENT: DATED: 08/01/2014  
EXHIBIT "CO/STA-C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 08/01/2014  
EXHIBIT "CO/STA-D" CONSULTANT'S/PROVIDERS ASSOCIATED  
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 08/01/2014  
EXHIBIT "CO/STA-E" PROJECT GUIDELINES AND CRITERIA DATED: 08/01/2014

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

Bernard L. Flynn/AIM Engineering & Surveying, Inc  
Name of Contractor (Print Name)

08/01/2014  
Date Accepted

lflynn@aimengr.com  
Contact Email Address

(239) 332-4569  
Contact Phone Number

CMO:023  
03/14/2006

**Exhibit "H"**

Page 1 of 8

CHANGE ORDER AGREEMENT No. \_\_\_\_\_

or

SUPPLEMENTAL TASK AUTHORIZATION No. 2

EXHIBIT "CO/STA-A"

Date: 08/01/2014

SCOPE OF PROFESSIONAL SERVICES

for Miscellaneous Professional Services CN-12-13  
ECWCD/Lee County Homestead Road Weir Structure – Construction Phase

SECTION 1.00 CHANGE(S) TO PROFESSIONAL SERVICES

The "Scope of Professional Services" as set forth in Exhibit "A" of the Professional Services Agreement, or Service Provider Agreement, referred to hereinbefore is hereby supplemented, changed or authorized, so that the CONSULTANT or SERVICE PROVIDER, shall provide and perform the following professional services, tasks, or work as a supplement to, change to, or authorized to, the scope of services previously agreed to and authorized:

**ECWCD/Lee County Homestead Road Weir Structure – Construction Phase**

**Task 1.** AIM will review the Construction Plans with ECWCD Staff.

**Task 2.** AIM will prepare a tabulation of Bid Items, Project Specifications, and assemble the ECWCD standard contract documents for bid purposes.

**Task 3.** AIM will coordinate with ECWCD Staff and prepare an Engineer's Opinion of Probable Cost for the Project.

**Task 4.** AIM will provide bidding assistance to ECWCD by:

- a. Prepare a notice to Bidders text
- b. Coordinate a Pre-Bid meeting
- c. Prepare Addendum(s)
- d. Coordinate bid opening
- e. Reviewing submitted bids and making a recommendation of award to ECWCD
- f. Prepare Notice to Proceed

**Task 5.** AIM will attend a pre-construction meeting with the selected Contractor and ECWCD Staff.

**Task 6.** AIM will conduct a total of 10 field reviews (visits) to the project (to supplement visits performed by ECWCD) during construction to assess progress as it relates to the Plans and Specifications. Each visit will include an inspection report and photo documentation of the project status.

**Task 7.** AIM will assist ECWCD Staff with Construction Phase Coordination including:

- a. Review Shop Drawings
- b. Review Testing Reports
- c. Review RFI's
- d. Review Pay Requests
- e. Review construction alternatives
- f. Assistance in resolution of construction issues

**Task 8.** AIM will prepare As-built drawings and SFWMD Certification.

**Assumptions**

1. HDR (EOR of the project) will provide input and/or approval on design related issues;
2. AIM will be provided with electronic project drawings in order to prepare as-built drawings.

\*Attach additional pages, if needed.

Page A 1 of A

**Exhibit "H"**

CMO:025  
09/25/01

Page 2 of 8

CHANGE ORDER AGREEMENT No.  
or  
 SUPPLEMENTAL TASK AUTHORIZATION No. 2

EXHIBIT "CO/STA-B"

Date: 08/01/2014

COMPENSATION AND METHOD OF PAYMENT

for Miscellaneous Professional Services CN-12-13  
ECWCD/Lee County Homestead Road Weir Structure – Construction Phase

SECTION 1.00 CHANGE(S) IN COMPENSATION

The compensation the CONSULTANT, or SERVICE PROVIDER, shall be entitled to receive for providing and performing the supplemented, changed or authorized services, tasks, or work as set forth and enumerated in the Scope of Services set forth in this CHANGE ORDER OR SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto shall be as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "S/COA-A". In accordance with Professional Services Agreement Article 5.03(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1-8	ECWCD/Lee County Homestead Road Weir Structure – Construction Phase	\$ 29,920.00	LS	WIPP
<b>TOTAL</b>		<b>\$ 29,920.00</b>		

(Unless list is continued on next page)

CHANGE ORDER AGREEMENT No. \_\_\_\_\_  
or  
 SUPPLEMENTAL TASK AUTHORIZATION No. 2

**SECTION 2.00 SUMMARY OF CHANGE(S) IN COMPENSATION**

Pursuant to and in consideration of the change(s) in the Scope of Professional Services set forth in the CHANGE ORDER or AGREEMENT, Exhibit "CO/STA-A", the compensation the COUNTY has previously agreed to pay to the CONSULTANT, or SERVICE PROVIDER, as set forth in Exhibit "B" of the Professional Services Agreement, or Service Provider Agreement, shall be changed to be as follows:

Section/Task Number	Section/Task Name	Compensation In the Basic Agreement	Adjustment(s) by Previous CO or STA Nos. <u>1</u>	Adjustment(s) Due to this CO or STA	Summary of Changed Compensation
STA1	Lee County ATMS Support		\$ 19,385.32		\$ 19,385.32
STA 2	ECWCD/Lee County Homestead Road Weir Structure - Construction Phase			\$ 29,920.00	\$ 49,305.32
TOTAL			\$ 19,385.32	\$ 29,920.00	\$ 49,305.32





CHANGE ORDER AGREEMENT No. \_\_\_\_\_

X SUPPLEMENTAL TASK AUTHORIZATION No. 2

EXHIBIT "CO/STA-D"

Date: 08/01/2014

CONSULTANT'S, OR SERVICE PROVIDER'S, ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for Miscellaneous Professional Services CN-12-13  
ECWCD/Lee County Homestead Road Weir Structure – Construction Phase

CONSULTANT, or SERVICE PROVIDER, intends to engage the following sub-consultant(s) and/or sub-contractor(s) to assist the CONSULTANT, or SERVICE PROVIDER, in providing and performing the services, tasks, or work required under this CHANGE ORDER, or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT.

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant-s Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

**Exhibit "H"**

CMO:028  
09/25/01

CHANGE ORDER AGREEMENT No. \_\_\_\_\_

or

X SUPPLEMENTAL TASK AUTHORIZATION No. 2

EXHIBIT "CO/STA-E"

Date: 08/01/2014

PROJECT GUIDELINES AND CRITERIA

for Miscellaneous Professional Services CN-12-13  
ECWCD/Lee County Homestead Road Weir Structure – Construction Phase

As a supplement, or change, to the Project Guidelines and Criteria set forth in the Professional Services Agreement, or Service Provider Agreement, Exhibit "E", the COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget, and/or Requirements which shall serve as a guide to the CONSULTANT, or SERVICE PROVIDER, in performing the professional services, tasks, or work to be provided pursuant to the professional services set forth hereinbefore in CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION AGREEMENT, Exhibit "CO/STA-A", attached hereto:

(If none, enter the word "None" in the space below.)

ITEM No. 1

NONE

CMO:029  
09/25/01

Page E 1 of E1

**Exhibit "H"**

Page 8 of 8