

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY **BLUE SHEET NO: 20040221-UTL**

1. REQUESTED MOTION:

ACTION REQUESTED:

Authorize the chairman, on behalf of the BOCC, to approve construction of one 6" diameter effluent reuse meter station by executing Exhibit A of the "Agreement for the Delivery and Use of Reclaimed Effluent Water" between Lee County and Transeastern Laguna Lakes, LLC, for a project known as *Laguna Lakes*. Also, approve recording of Agreement. This is a Developer Contributed Asset and the project is located at the southeast corner of Gladiolus and Bass Roads.

WHY ACTION IS NECESSARY:

Provides effluent reuse service for the irrigation of open green space for the existing residential development.

WHAT ACTION ACCOMPLISHES:

Complies with the Lee County utilities Operations Manual and provides adequate irrigation infrastructure.

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES
COMMISSION DISTRICT #: 3

C10H

3. MEETING DATE:

03-16-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: _____

5. REQUIREMENT/PURPOSE:

- (Specify)*
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Approval to Construct
And Reuse Agreement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, P.E., Utilities Director

DATE: *2/26/04*

7. BACKGROUND:

Letter of Intent has been received.
 Review fee has been paid.
 The plans have been reviewed for conformance to the Lee County Utilities Operations Manual.
 The project is to construct 140'± of 6" diameter irrigation pressure main and one 6" diameter meter station.
 Project location Map---copy attached.
 Potable water and sanitary sewer service is provided by Lee County Utilities.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 33 TOWNSHIP 45S RANGE 24E DISTRICT 3 COMMISSIONER JUDAH

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: <i>3-1-04</i>	N/A Date:	N/A Date:	<i>P.O.</i> T. Osterhout Date: <i>2-26</i>	<i>S. Lavender</i> Date: <i>3/2/04</i>	<i>3/3/04</i>	<i>3/3/04</i>	<i>3/3/04</i>	<i>3/3/04</i>	<i>J. Lavender</i> Date: <i>3-1-04</i>

10. COMMISSION ACTION:

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

Rec. by CoAtty
 Date: *3/2/04*
 Time: *3:00 pm*
 Forwarded to:
 Admin
3-2-04

RECEIVED BY
 COUNTY ADMIN: *PL*
03/02/04
3:55 pm S.L.T.
 COUNTY ADMIN
 FORWARDED TO: *PL*
3/3/04
2 pm



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0	1	2	3	4	5	6	7	8	9			0	1	2	3	4	5	6	7	8	9
---	---	---	---	---	---	---	---	---	---	--	--	---	---	---	---	---	---	---	---	---	---

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) →

33452415000010000 & M0000

2. Mark (x) all that apply

Multi-parcel transaction? → Transaction is a split or cutout from another parcel? → Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller):

EASEMENT DONATION BY: TRANSEASTERN LAGUNA LAKES LLC

Last First MI Corporate Name (if applicable)
3300 UNIVERSITY DR. CORAL SPRINGS FL 33065

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

Month / Day / Year \$ (Round to the nearest dollar.) . 00 Property Located In **Lee**

6. Type of Document

Contract/Agreement for Deed Other
 Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance:

YES / NO
 (Round to the nearest dollar.) \$. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO \$. 00 Cents

12. Amount of Documentary Stamp Tax

\$. 00

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES / NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent _____ Date **2/26/04**

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

<p>To be completed by the Clerk of the Circuit Court's Office</p> <p>This copy to Property Appraiser</p> <p>O. R. Book and Page Number and File Number <input type="text"/></p> <p>Date Recorded <input type="text"/></p> <p align="center">This copy to Property Appraiser</p>	<p align="center">Clerks Date Stamp</p>
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FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

1. Parcel Identification Number
 (If Parcel ID not available
 please call County Property
 Appraiser's Office) →

0 1 2 3 4 5 6 7 8 9

0123456789

334524150000L0000 & M0000

2. Mark (x) all
 that apply Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller):

EASEMENT DONATION BY:

TRANSEASTERN LAGUNA LAKES LLC

Last First MI Corporate Name (if applicable)
 3300 UNIVERSITY DR. CORAL SPRINGS FL 33065

4. Grantee (Buyer): Mailing Address City State Zip Code Phone No.
 RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION

Last First MI Corporate Name (if applicable)
 P. O. BOX 398 FT. MYERS FL 33902 2394798181

5. Date of Sale/Transfer Mailing Address City State Zip Code Phone No.

\$. 00 Property Located In 46 County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES NO
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES NO

9. Was the sale/transfer financed? YES NO if "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$. 00
 \$ 0.00

12. Amount of Documentary Stamp Tax \$ 0.00

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s/ 201.02(6), Florida Statutes? YES NO

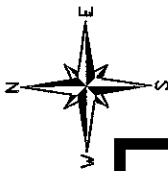
Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent Date 2/26/04

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue O. R. Book and Page Number and File Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Date Recorded <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> Month Day Year	

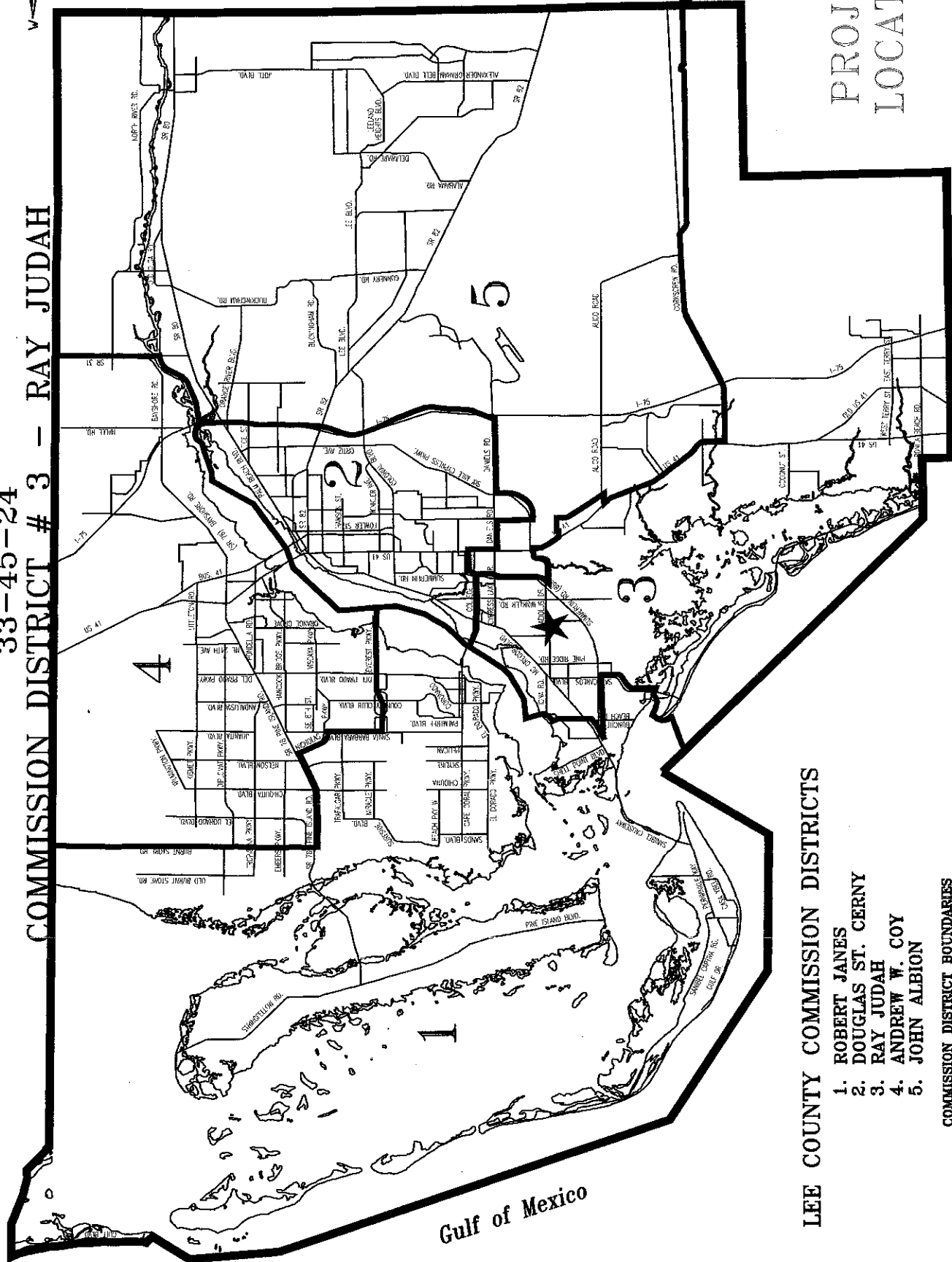
This copy to Department of Revenue



COPY

PROJECT
LOCATION

LAGOONA LAKES
33-45-24
COMMISSION DISTRICT # 3 - RAY JUDAH



LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

**INTERLOCAL AGREEMENT FOR THE DELIVERY
AND USE OF RECLAIMED EFFLUENT WATER**

THIS AGREEMENT is made and entered into on this _____ day of ,
_____ 20____ , between Laguna Lakes Community Development
District and its assigns and successors in interest, hereinafter referred to as the
"USER," and LEE COUNTY, a political subdivision of the State of Florida, hereinafter
referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY owns, maintains, and operates wastewater treatment facilities in Lee County and intends to produce treated effluent of a quality for the irrigation of grasses, woodlands, and certain crops; and

WHEREAS, the COUNTY desires to deliver this treated effluent for irrigation use by others as a means of effluent disposal; and

WHEREAS, the COUNTY intends to utilize a reclaimed effluent distribution system in order that delivery can be made under pressure directly to USER in a closed system; and

WHEREAS, USER now owns or otherwise controls the land upon which the reclaimed effluent water is to be used for irrigation purposes; and

WHEREAS, the COUNTY BELIEVES THAT IT IS IN THE BEST PUBLIC INTEREST TO ENTER INTO THIS Agreement in order to further dispose of effluent water from its wastewater treatment facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the USER AND COUNTY do hereby agree as follows:

1. **EASEMENTS**

(a) If the Point of Delivery is within the USER'S property, the USER will grant to the COUNTY, an easement for operation and maintenance of the delivery system for the reclaimed effluent water on the USER'S property. The easement agreement itself, and the legal description of the property subject to the easement are incorporated by reference, attached hereto as Exhibit A, and made a part of this Agreement.

(b) Upon execution by both parties of Exhibit A, it shall be recorded in the appropriate record book in the official records of Lee County, Florida.

2. **TERMS OF THE AGREEMENT**

The COUNTY shall deliver and the USER shall accept and use reclaimed effluent water produced by the COUNTY from one of its wastewater treatment facilities, and this Agreement shall be effective on the date of the execution and for a term of twenty (20) years from _____ 20____. The term of this Agreement shall be renewed automatically from year to year beyond the initial twenty-year term, unless terminated by

the USER by written notice not less than one (1) year (365 days) in advance or by the COUNTY by written notice not less than one (1) year (365 days) in advance of the anniversary of the commencement of each renewal.

3. **USE OF RECLAIMED WATER: USER'S IRRIGATION SYSTEM**

(a) The USER shall use reclaimed water delivered by the COUNTY for agricultural or urban irrigation; to include, but not be limited to, golf courses, lawns, and roadway right-of-way, or other purposes in any manner determined by the USER, except that use of the reclaimed water shall be consistent with all local, state, and federal regulations, and in such a manner as not to require a federal wastewater discharge permit.

(b) The USER agrees to receive reclaimed water within thirty (30) days of receipt of written notice from the COUNTY that deliveries will commence. The USER shall be solely responsible for the operation and maintenance of all portions of the USER'S irrigation system located within the boundaries of USER'S property and in accordance with the conditions established in Exhibit B of this Agreement at the current rate as established by the County from time to time.

4. **WATER QUALITY**

Reclaimed water delivered under this Agreement shall be treated to levels acceptable to meet the requirements of Chapter 17-6 Florida Administrative Code and D.E.R. requirements for irrigation on lands for public access.

5. **VOLUME OF WATER: DELIVERY SCHEDULE**

The COUNTY will deliver reclaimed water and the USER shall accept and use a volume of gallons of reclaimed water per day in accordance with the conditions established in Exhibit B. The COUNTY will require the USER to install appropriate meters as required by Lee County Utilities Operation Manual at the Point of Delivery so that the volume of reclaimed water delivered will be monitored.

6. **POINT(S) OF DELIVERY**

The Point(s) of Delivery of reclaimed water from the COUNTY to the USER is immediately downstream of the meter. The COUNTY shall own, operate, and maintain the reclaimed water distribution system upstream of the Point(s) of Delivery. The USER shall own, operate, and maintain all works downstream of the Point(s) of Delivery.

The USER shall provide, in a manner approved by the appropriate regulatory agencies, a positive check-valve between the reclaimed water irrigation system and any other irrigation water source(s). The cost of such check-valve and its installation shall be borne by the USER, and the complete operation of the check-valve shall be the responsibility of the USER. The USER agrees to identify to the COUNTY all well(s) connected to the irrigation system. The USER may continue to use its existing well(s) and/or lake or pond water source(s) for its irrigation system, provided that the two are not operated simultaneously.

It shall be the USER'S responsibility to construct all lines, meters, etc., necessary to extend reclaimed water lines from existing COUNTY facilities. Construction shall be in accordance with COUNTY Standards. Record drawings shall be submitted to the COUNTY, as well as a Certificate of Contributory Assets, covering all facilities on the upstream side of, and including, the meter. A Release of Lien and a One-Year Warranty shall be furnished prior to the Utilities Department forwarding the project to the Board of County Commissioners for final acceptance of the portion of the line upstream of the meter.

7. DELIVERY OF RECLAIMED WATER UNDER ADVERSE CONDITIONS

(a) Adverse weather conditions or unforeseen circumstances may necessitate modification of the normal delivery schedule. The USER may have the right to restrict the use of the reclaimed water to be delivered in the event of adverse weather conditions or unforeseen circumstances. The USER shall not restrict the use of reclaimed water until all alternate application sites available to the USER have been utilized to their capacity. Notice to the COUNTY of the USER'S intent to restrict the use of the reclaimed water shall be in writing and accepted by the COUNTY in advance. If advance notice to the COUNTY is not practical, then the USER shall give oral notice of the restriction to the COUNTY immediately, to be followed by a written document as soon as it is practical, fully describing the circumstances for the restriction.

(b) Both parties also recognize that adverse weather conditions or unforeseen circumstances may result in a need for reclaimed water greater than the volume set forth in Paragraph 5. Each USER shall have the right to draw additional water, subject to availability of reclaimed water supplies. During any period in which more than one USER exercises the right to draw additional reclaimed water, the COUNTY will furnish water, if available, as the transmission and delivery systems are capable of handling.

(c) If the COUNTY'S transmission or distribution system fails for reasons or events beyond the COUNTY'S control, then delivery of reclaimed water under the requirements of this Agreement may be interrupted or limited in quantity.

8. EMERGENCY SITUATIONS

The COUNTY shall not be held liable by the USER for failure to deliver reclaimed water if an emergency situation preventing such delivery exists.

If and when emergency situations occur, the COUNTY will notify the USER by telephone and follow up with a letter stating the nature of the emergency and the anticipated duration.

9. TERMINATION OR ASSIGNMENT

(a) The USER may have the right to terminate its obligations under this Agreement only upon two (2) years advance written notice to the COUNTY. The USER shall be liable for all costs and expenses that the COUNTY may incur for developing any alternate method of disposal of the effluent not taken as the result of the USER'S termination, unless such termination is mandated by a State or Federal regulatory agency.

(b) The COUNTY shall have the express right to collect from USER, all costs expended by the COUNTY that are associated with any alternate method of disposal of the effluent not taken as the result of the USER'S termination, subject to the condition in Part 9(a) above.

(c) The COUNTY shall have the right to terminate this Agreement if performance is prevented by third-party litigation or any other event beyond the control of the COUNTY.

(d) The COUNTY shall have the right to transfer all or any part of the treatment or distribution facilities to others and to assign all or any part of its rights and obligations under this Agreement to others who shall be bound by and accept, and be exclusively responsible for all applicable terms and conditions of this Agreement.

10. **EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS**

If for any reason during the term of this Agreement, Local, State or Federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of reclaimed water, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new Agreement shall be negotiated by the parties hereto in conformity with such permits, approvals, or requirements.

11. **TRANSFER OR MODIFICATION OF USER'S COMMITMENT**

Sale of Land: The USER'S right to sell, transfer or encumber the land described in Exhibit A shall not be restricted by this Agreement, except that immediate written notice of any proposed sale or transfer must be given to the COUNTY at the address noted in Section 20 herein, and any subsequent party in interest shall be obligated to receive and use the allocation of reclaimed water described in Paragraph 5 and the buyer or transferee must execute and deliver to the COUNTY prior to the sale or transfer, an acknowledgment and acceptance of the prior USER'S commitment under the same terms and conditions of this Agreement. In effect, this Agreement shall run with the land, and as such, shall be properly filed with the Property Records of Lee County, Florida.

12. **INDEMNIFICATION**

(a) The COUNTY, pursuant to Florida Law, shall indemnify and hold harmless the USER, including its officers, directors, members, employees and agents, against any and all claims, actions, suits, proceedings, costs, expenses, damages or liabilities arising out of any injury, illness, or disease to persons or property alleged to have been caused directly or indirectly, in whole or in part, by the reclaimed water furnished by the COUNTY at Florida Department of Environmental Regulations (DER) Standards, to the USER hereunder.

(b) The obligation of the COUNTY to indemnify the USER shall be conditioned upon the compliance of the USER with all regulatory agency requirements and regulations for the use of the reclaimed water from the point of the USER'S control,

provided that the noncompliance with the said regulations by the USER is the primary or proximate cause of the alleged injury, illness or disease to persons or to property.

(c) The USER shall save and hold harmless and indemnify COUNTY, its agents, representatives, servants and employees, insofar as it legally may from all claims costs, penalties, damages and expenses (including attorney's fees) arising out of the following:

1. Claims related to the USER'S construction, erection, location, operation, maintenance, repair, installation, replacement or removal of that part of the system controlled by the USER for efficient disposal and reuse;
2. Claims arising out of USER'S negligence or omissions upon any areas controlled by COUNTY that are contained within, adjoining or abutting USER'S property, or claims arising out of USER'S negligence or omissions within an area controlled, operated, or maintained by USER;
3. Claims or demands that the use of the reclaimed irrigation water by the USER in the manner set forth in this Agreement constitutes a nuisance, or is in violation of Statutes or regulations, within or upon any areas controlled, operated, or maintained by USER, except as provided for in paragraph 12(a) above. USER'S indemnification of the COUNTY in the above listed claims are subject to the terms and conditions contained in Paragraphs 7 and 8 of this Agreement.

13. **RIGHT TO SET RATES, FEES AND CHARGES**

Nothing in this Agreement shall be construed as affecting in any way COUNTY'S right and obligation to set reasonable fees, rates and charges, and its authority to regulate the delivery, storage, use, or spraying of effluent. COUNTY specifically, and without limitation, reserves the right to set reasonable rates, fees and charges for the provision of treated effluent in accordance with the authority vested in COUNTY and in accordance with the rules, regulations, and procedures prescribed for COUNTY under the Laws of Florida.

14. **CHARGES AND RELATED CONSIDERATIONS**

The COUNTY shall bill the USER monthly on the number of gallons committed to by this Agreement or the actual use, which ever is greater, at the current rate per 1000 gallons. Payment shall be made to the COUNTY within 30 days following receipt of the bill.

15. **ACCESS**

The COUNTY shall have the right, at any reasonable time and upon written notice to the USER in advance, to enter upon the property of the USER to review and

21. WAIVER OF RIGHTS AFFORDED BY THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

The USER acknowledges having been informed of his rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The USER also acknowledges receipt of a copy of EPA Regulations and Implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and hereby voluntarily waives these rights.

22. EXHIBITS AND ADDENDUMS

This Agreement incorporates the following exhibits and addendums which are specifically made a part of this Agreement:

- Exhibit A: Delivery and Use of Reclaimed Water Easement
- Exhibit B: Contract Conditions between LEE COUNTY and Laguna Lakes Community Development District.

IN WITNESS WHEREOF, this Agreement, with its attached Exhibits and Addendums, constitutes the entire Agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein. Modifications to and waivers of the provisions herein shall be made in writing by the parties hereto.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS: Laguna Lakes Community Development District
Owner/Corporation

Cindy D'Angelo 1st Witness By: [Signature]

[Signature] 2nd Witness
Commission #DD219158
Expires: Jun 02, 2007
Bonded Thru Atlantic Bonding Co., Inc.
Supervisor of the Laguna Lakes Community Development District
Title ASST. SECRETARY

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 12 day of December, 2003 by CINDY D'ANGELO (Print or Type Name) who
[Signature]

has produced ~~INVALID~~ ID 556-542-46-020-0 (Type Of Identification and Number) as identification, and who (did) (did not) take an oath.

Ann Wyant

Notary Public Signature

ANN WYANT

Printed Name of Notary Public



Ann Wyant
Commission #DD219158
Expires: Jun 02, 2007

Notary Commission Number (Do Not Write Over NOTARY SEAL)

Approved As To Form:

Office of County Attorney

EXHIBIT A
DELIVERY AND USE OF RECLAIMED WATER EASEMENT

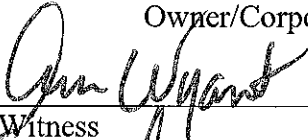
Transeastern Laguna Lakes, LLC, whose mailing address is 3300 University Drive, Suite 661, Coral Springs, FL 33065, hereinafter referred to as "GRANTOR," in consideration of the mutual benefits to be derived, hereby grant and set over to the COUNTY OF LEE, a political subdivision of the State of Florida, with its mailing address being Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "GRANTEE," a non-exclusive easement for the use and benefit of the Lee County Public Utilities Department for the delivery of reclaimed effluent water, and the use of public utility facilities and equipment in connection with the delivery of said reclaimed effluent water, through and across real property located in Lee County, Florida, being more particularly described in Figure A-1 attached hereto and made a part hereof.

This is a non-exclusive easement with the GRANTOR reserving unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent or restrictive of the rights and uses granted herein unto the GRANTEE.

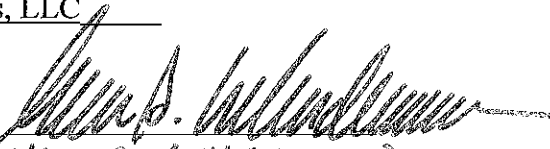
At such time as the facilities of GRANTEE are removed or abandoned, this easement shall terminate and all rights shall revert to the GRANTOR, its heirs, successors, or assigns.

IN WITNESS WHEREOF, the GRANTOR, and GRANTEE have caused these presents to be duly executed this _____ day of _____, 20__.

WITNESS: Transeastern Laguna Lakes, LLC
Owner/Corporation


1st Witness


2nd Witness

By: 
MARC B. SCHLEIDERMAN

Vice President
Title

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

Approved as to Form

Office of the County Attorney

EXHIBIT A
FIGURE A-1

Laguna Lakes
(Name of Association)

LEGAL DESCRIPTION OF PROPERTY TO BE SERVED:

SEE ATTACHED LEGAL DESCRIPTION

**EXHIBIT A
FIGURE A-1
DESCRIPTION OF LANDS TO BE PLATTED
A PARCEL IN
SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A TRACT OR PARCEL OF LAND LYING IN THAT PORTION OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

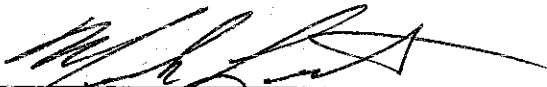
COMMENCING FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 33, RUN NORTH 01° 06' 34" WEST ALONG THE EAST LINE OF SAID FRACTION FOR 1326.16 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF (N-1/2) OF SAID SOUTHEAST QUARTER (SE-1/4) AND THE **POINT OF BEGINNING**:

FROM SAID POINT OF BEGINNING RUN SOUTH 88° 57' 39" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF (N-1/2) FOR 2577.16 FEET;
THENCE RUN ALONG A LINE 50.00 FEET EASTERLY AND PARALLEL TO THE EASTERLY RIGHT OF WAY LINE OF BASS ROAD, NORTH 01° 03' 37" WEST, FOR 2597.17 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (140 FEET WIDE);
THENCE RUN NORTH 88° 55' 27" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 2576.42 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 33;
THENCE RUN SOUTH 01° 02' 33" EAST ALONG SAID EAST LINE FOR 1272.65 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF (S-1/2) OF SAID NORTHEAST QUARTER (NE-1/4);
THENCE RUN SOUTH 01° 06' 34" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 33 FOR 1326.16 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO A FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 385 AT PAGE 501, LEE COUNTY RECORDS AND THE RIGHT-OF-WAY FOR FORMER IDD CANAL B-1 LYING OVER AND ACROSS THE EASTERLY 50 FEET.

CONTAINING 153.66 ACRES, MORE OR LESS.

BEARINGS HEREINABOVE MENTIONED ARE STATE PLANE FOR THE FLORIDA WEST ZONE (NAD 1983/90 ADJUSTMENT) AND ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 33 TO BEAR SOUTH 01° 02' 33" EAST.



MARK G. LEIST (FOR THE FIRM-LB#6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5836

EXHIBIT A
FIGURE A-2

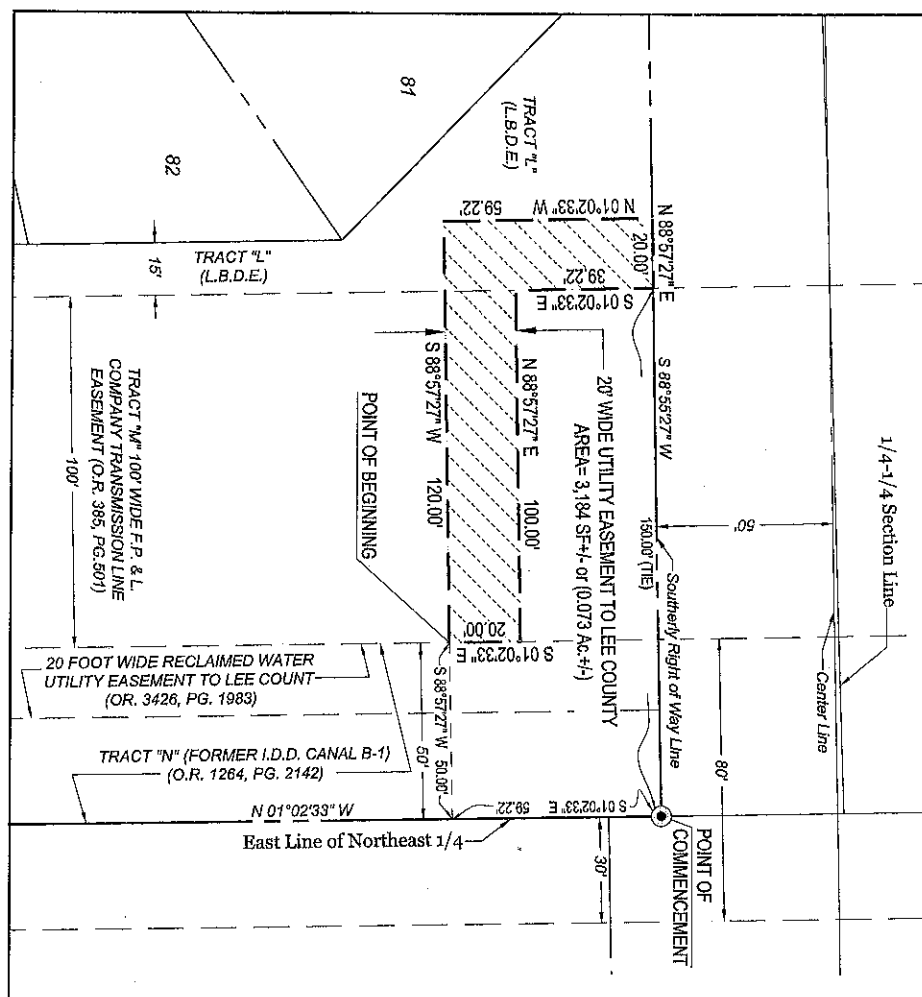
PUBLIC UTILITY EASEMENT

SEE ATTACHED LEGAL DESCRIPTION

SKETCH OF DESCRIPTION NOT A SURVEY



Gladiolus Drive
(140' Right of Way)



LAGUNA LAKES DESCRIPTION OF A 20 FEET WIDE UTILITY EASEMENT TO LEE COUNTY

A TRACT OR PARCEL OF LAND LYING IN THAT PORTION OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND BEING THAT PART OF TRACT "L" AND "M" OF LAGUNA LAKES, A SUBDIVISION AS RECORDED IN PLAT BOOK 74, PAGES 1 THROUGH 8, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "N" OF SAID LAGUNA LAKES SAID POINT ALSO BEING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF GLADIOLUS DRIVE, 140 FEET WIDE, AND THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33 RUN SOUTH 01°02'33" EAST ALONG SAID EAST LINE OF SECTION 33, A DISTANCE OF 59.22 FEET;
THENCE RUN SOUTH 88°57'27" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY LINE OF A 20 FOOT WIDE RECLAIMED WATER UTILITY EASEMENT TO LEE COUNTY (OR 1264, PG. 1983); SAID POINT ALSO BEING THE POINT OF BEGINNING:

FROM SAID POINT OF BEGINNING RUN SOUTH 88°57'27" WEST, 120.00 FEET; THENCE NORTH 01°02'33" WEST, 59.22 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF GLADIOLUS DRIVE;
THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, NORTH 88°57'27" EAST, 20.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "M";
THENCE ALONG SAID WESTERLY LINE OF TRACT "M", SOUTH 01°02'33" EAST, 39.22 FEET; THENCE NORTH 88°57'27" EAST, 100.00 FEET TO SAID WESTERLY LINE OF A 20 FOOT WIDE RECLAIMED WATER UTILITY EASEMENT;
THENCE ALONG SAID WESTERLY LINE, SOUTH 01°02'33" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 3,184 SQUARE FEET. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD. BEARINGS BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33 TO BEAR SOUTH 01°02'33" EAST, PER RECORD PLAT.

- NOTES:
1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
 2. AC. - DENOTES ACRES.
 3. I.D.D. - DENOTES IONA DRAINAGE DISTRICT.
 4. L.B.D.E. - DENOTES LANDSCAPE BUFFER AND DRAINAGE EASEMENT.
 5. O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
 6. PG. - DENOTES PAGE.
 7. SF. - DENOTES SQUARE FEET.

Scott A. Wheeler
SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5948
DATE SIGNED: 11/11/03
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

COPY

BARRACO
Real Estate Services, LLC
11000 W. UNIVERSITY BLVD., SUITE 100
FORT WORTH, TEXAS 76133
WWW.BARRACO.NET

TRANS-ESTERN HOMES
2774 WOODBRIDGE BOULEVARD
FORT WORTH, TEXAS 76106
WWW.TRANS-ESTERN.COM

10-1

EXHIBIT "A"
FIGURE "A-2"
20' WIDE UTILITY
EASEMENT

SKETCH TO
ACCOMPANY
DESCRIPTION

EXHIBIT B
CONTRACT CONDITIONS BETWEEN
AND LEE COUNTY

THE FOLLOWING conditions are agreed to by , (hereinafter referred to as "USER"), and LEE COUNTY (hereinafter referred to as "COUNTY"), for the use of reclaimed effluent water. Conditions set forth in this Exhibit B are in accordance with the Agreement and are meant to meet the specific needs of the individual USER and the COUNTY.

All conditions of this Exhibit B are specifically added to and made part of this Agreement.

Location of Property and Distribution Points:

The property identified by the USER to receive reclaimed water is described in Exhibit A of the Agreement. The distribution point (or Point of Delivery) to where the County is to deliver the reclaimed water shall be considered a point inside the easement shown in Figure A-1.

Quantity of Reclaimed Water:

The COUNTY will deliver and the USER shall accept a monthly average flow of .135730 million gallons per day (MGD) reclaimed water. Availability of the reclaimed water shall be determined by the COUNTY based upon: flow into the treatment facility, quality of the reclaimed water, and/or priority level as established in the Agreement. The maximum rate available to the USER, under these adverse conditions, will be twice the average daily flow rate of .135730 MGD, or .27146 MGD.

Operation and Maintenance Practices:

The USER will apply reclaimed water in accordance with all appropriate Local, State, and Federal rules and regulations.

Reclaimed water irrigation systems shall protect human health and the environment, which includes, but is not limited to, the following:

1. Appropriate warning signs shall be posted around the sites utilizing reclaimed water by the USER to designate the nature of the water and its non-potability.
2. The USER will also take all reasonable precautions, including signs and labeling, to clearly identify reclaimed water systems to prevent inadvertent human consumption.
3. The USER shall ensure that no inter-connections are made between the reclaimed water system and other water systems, which includes the

installation of irrigation check valves on existing wells that are to remain connected to the irrigation system for reclaimed water.

4. A distance of 500 feet should be maintained between the periphery of the reclaimed water irrigation system application site and any existing or approved (but not yet constructed) shallow drinking water wells.
5. A distance of 1,000 feet shall be maintained between potable water wells and holding ponds which are incorporated into the irrigation system.
6. The USER shall give approval to the COUNTY to conduct soil borings and locate monitoring wells at the perimeter of the property in areas agreeable to the USER so as not to interfere with USER'S operations. These monitoring wells shall be installed and sampled at periodic intervals by the COUNTY at the COUNTY'S expense.

COST ALLOCATION

All costs for operating and maintaining the USER'S irrigation distribution system shall be exclusively paid by the USER.

Automated Reuse Meter Station

If the County desires an upgrade to the standard meter station at the point of delivery, the county will bear all costs, associated with the construction of the upgrades made to the meter station over and above the appurtenance shown of Lee County Utilities' standard detail 9/43, Lee County Utilities Operation Manual. Lee county Utilities shall furnish the equipment for the upgrade to Laguna Lakes CDD and Lee county Utilities will reimburse Laguna Lakes CDD for labor associated with the upgrade.

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

BS 20040221-UTL

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/records against:

Purchase Order # N/A for LAGUNA LAKES project. (TRANSEASTERN LAGUNA LAKES LLC)
ACCOUNT NO. OD53607487.504930
ORIGINAL AGREEMENT W/ATTACHED EASEMENT TO MINUTES AFTER RECORDING
SEND COPY TO SUE GULLEDGE, UTILITIES

Sue Gullledge
SUE GULLEDGE Signature Authorization

B. SERVICE RECEIVED: RECORDING AGREEMENT W/ATTACHED EASEMENT AS EXHIBIT A

O. R. COPIES

PLAT COPIES

CASE #/INDEX FEE

DESCRIPTION OF SERVICE RECORDING

AMOUNT OF FEE INCURRED \$

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)
THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D

ENTERED

CUST. # 500283

INV. #

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396
White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE