

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

**Blue Sheet No. 20070340-UTL**

**1. ACTION REQUESTED/PURPOSE:**

Developer Contributed Asset: 1) Approve final acceptance, by Resolution, and recording of two (2) Utility Easements and one Rebateable Agreement; and 2) authorize Chair on behalf of the BOCC to execute the Rebateable Agreement, as a donation of two (2) 10" diameter master meter assemblies, a force main connection and water and force main extensions along Ben Hill Griffin Parkway, to provide potable water service, fire protection and sanitary sewer service to *Gulf Coast Town Center*, a recently constructed commercial development. This is a Developer Contributed asset project located on the west side of Ben Hill Griffin Parkway just south of Alico Road.

**2. FUNDING SOURCE:**

No funds required.

**3. WHAT ACTION ACCOMPLISHES:**

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

**4. MANAGEMENT RECOMMENDATION:** Approval.

<b>5. Departmental Category:</b> 10 - Utilities <span style="margin-left: 50px;"><b>CIOA</b></span>		<b>6. Meeting Date:</b> APR 10 2007
<b>7. Agenda:</b>	<b>8. Requirement/Purpose: (specify)</b>	<b>9. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	<b>Commissioner</b> _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	<b>Department</b> <u>Public Works</u>
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	<b>Division</b> <u>Utilities</u>
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other <u>Approval</u>	<b>By:</b> <u>Douglas E. Meurer</u> 3-26-2007
<input type="checkbox"/> Walk-On		<b>Douglas E. Meurer, P.E., Director</b>

**10. Background:**

The Board granted permission to construct on 05/11/04, Blue Sheet #20040464.  
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.  
 Satisfactory pressure and bacteriological testing has been completed.  
 Record drawings have been received.  
 Engineer's Certification of Completion has been provided—copy attached.  
 Project Location Map—copy attached.  
 Warranty has been provided—copy attached.  
 Waiver of Lien has been provided—copy attached.  
 Certification of Contributed Assets has been provided—copy attached.  
 100% of the connection fees have been paid.  
 The on-site potable water and sanitary sewer service systems are privately owned and maintained.  
 Funds are available for recording fees in: Account No. OD5360748700.504930  
 (Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 10 & 11 TOWNSHIP 46S RANGE 25E DISTRICT # 5 COMMISSIONER MANN

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Res.	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>3-27-07</u>	N/A Date:	N/A Date:	<u>T.O.</u> T. Osterhout Date: <u>3/26</u>	<u>S. Covert</u> S. Covert Date: <u>3/28/07</u>	<u>RK</u> 3/28	<u>MF</u> 3/28/07	<u>As</u> 3/28/07	<u>[Signature]</u> Date: <u>3-27-07</u>	<u>J. Lavender</u> Date: <u>3-27-07</u>

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN. ZK  
3/28/07  
11:10 am  
FORWARDED  
3/28/07  
4:30 pm

Rec. by CoAtty  
3/27/07  
Time: 4:15 pm  
Forwarded To:  
Admin.  
3/28/07 10 am

RESOLUTION NO.

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF  
DEVELOPER CONTRIBUTED ASSETS  
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of "JG Gulf Coast Town Center, LLC" owner of record, to make a contribution to Lee County Utilities of water facilities (two 10" diameter master meter assemblies, water main extension), and sewer facilities (a force main connection, force main extension), serving "GULF COAST TOWN CENTER"; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$427,551.00** hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner \_\_\_\_\_ who moved for its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: \_\_\_\_\_ (1)
- Commissioner Brian Bigelow: \_\_\_\_\_ (2)
- Commissioner Ray Judah: \_\_\_\_\_ (3)
- Commissioner Tammara Hall: \_\_\_\_\_ (4)
- Commissioner Frank Mann: \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

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

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

**BS 20070340-UTL**

COPY

LETTER OF COMPLETION

DATE: December 14, 2005

Department of Lee County Utilities  
Division of Engineering  
Post Office Box 398  
Fort Myers, FL 33902

Gentlemen:

This is to certify that the **water distribution and sanitary sewer** located at Gulf Coast Town Center , 10500 Ben Hill Griffin Parkway Fort Myers, FL. 33913 (Name of Development/Project) was designed by me and has been constructed in conformance with: **the approved plans and the approved specifications**

Upon completion of the work, we observed the following successful tests of the facilities:

**Bacteriological Test , Pressure Test(s) - Water Main , Pressure Test(s) - Force Main and Lift Station Start-up**

Very truly yours,

Johnson Engineering, Inc.  
(Owner or Name of Corporation/Firm)

*He Witt*  
(Signature)

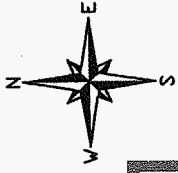
Director of Development  
(Title)

(Seal of Engineering Firm)

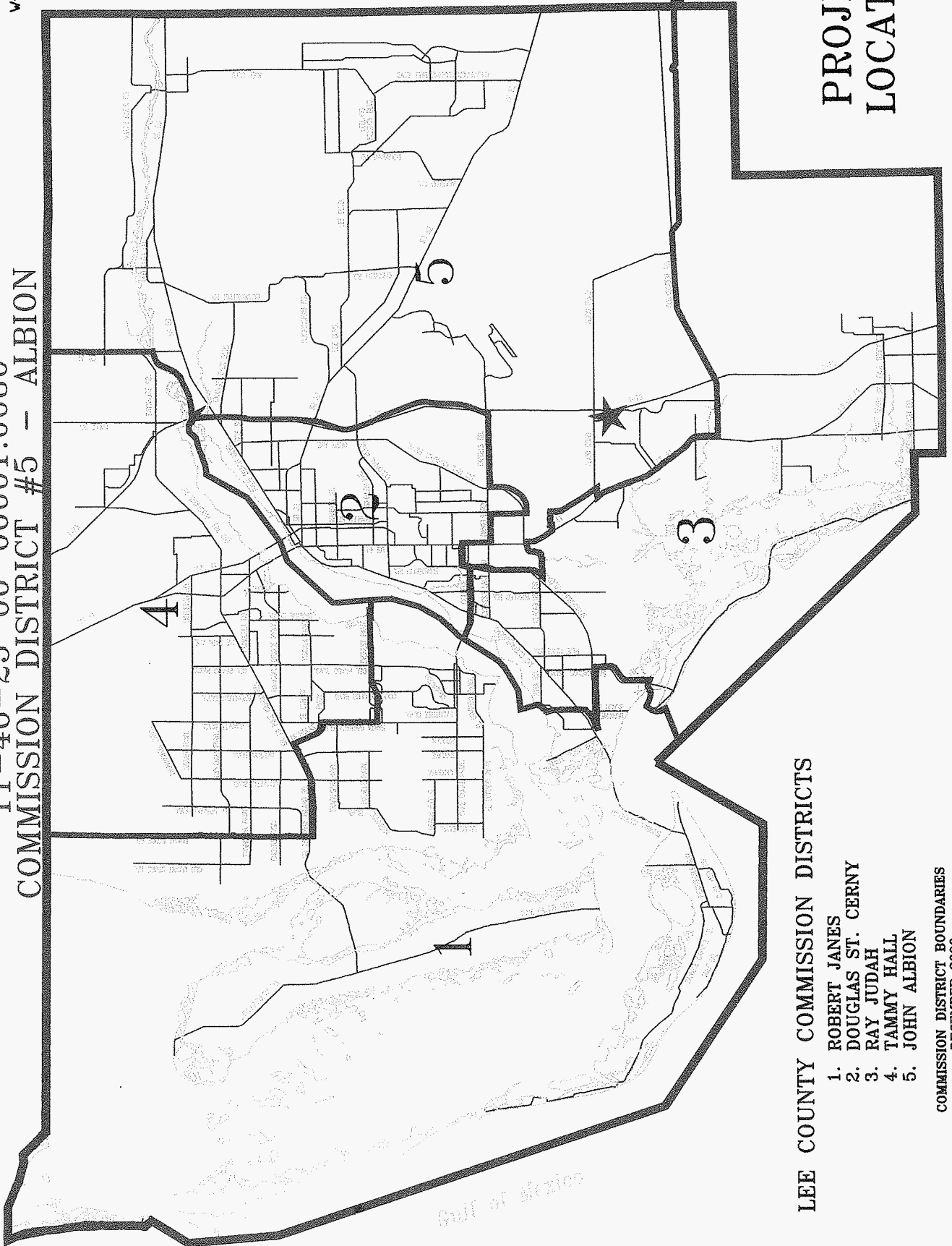


RECEIVED DEC 16 2005

GULF COAST TOWN CENTER - PH 1  
11-46-25-00-00001.0080  
COMMISSION DISTRICT #5 - ALBION



COPY



PROJECT  
LOCATION

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

COPY

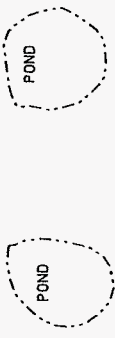
GULF COAST TOWN CENTER - PH 1

COMMISSION DISTRICT #5 - ALBION



SUBJECT PARCEL

00001  
0080



BEN HILL GRIFFIN PKWY

ROYAL QUEEN BL

GULF CENTER DR

GULF CENTER DR

GULF CENTER DR

GULF COAST MAIN ST

BEN HILL GRIFFIN PKWY

COLLEGE VIEW CT

COLLEGE CLUB DR

COLLEGE

CLUB

LOOP

BEN HILL GRIFFIN PKWY

VIA BALESTRI DR

THREE OAKS PARK

11-46-25-00-00001.0080 BEN HILL GRIFFIN PKWY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer system of Gulf Coast Town Center Phase 1 to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Guymann Construction of Florida Inc  
(Name of Owner/Contractor)

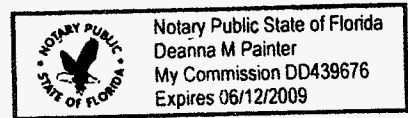
BY: *[Signature]*  
(Signature of Owner/Contractor)

STATE OF FL )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 5 th day of DEC, 2005 by Aaron Hunt-Branch who is personally known to me - \_\_\_\_\_, and who did not take an oath.

*Deanna M Painter*  
Notary Public Signature

Deanna M. Painter  
Printed Name of Notary Public



(Notary Seal & Commission Number)

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Gulf Coast Town Center Phase 2 to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Guymann Construction of Florida Inc  
(Name of Owner/Contractor)

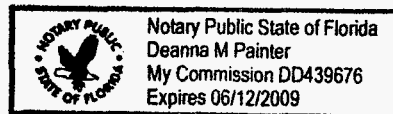
BY:   
(Signature of Owner/Contractor)

STATE OF FL )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 1 st day of MAR, 2007 by Aaron Hunt-Branch who is personally known to me - \_\_\_\_\_, and who did not take an oath.

  
Notary Public Signature

Deanna Painter  
Printed Name of Notary Public



(Notary Seal & Commission Number)









COPY

WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of Thirty-six thousand five hundred eleven dollars and 0 cents(\$36,511.00 ) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to JG Gulf Coast Town Center, LLC on the job of The Gulf Coast Town Center North Wing- Phase 2 to the following described property:

Gulf Coast Town Center-Phase 2  
(Name of Development/Project)

water distribution system  
(Facilities Constructed)

Ben Hill Griffin Parkway  
(Location)

11-46-25-00-00001.0080  
(Strap # or Section, Township & Range)

Dated on: June 20, 2006

By: [Signature]  
(Signature of Authorized Representative)

Guymann Construction of FL, Inc.  
(Name of Firm or Corporation)

By: Fred Russell  
(Print Name of Authorized Representative)

5686 Youngquist Rd.  
(Address of Firm or Corporation)

Title: Vice President

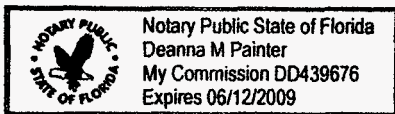
Ft. Myers , FL 33912-  
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)481-6545 Ext.15

Fax#: (239)481-9255

STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 28 th day of February, 2007 by Fred Russell who is personally known to me - \_\_\_\_\_, and who did not take an oath.



(Notary Seal & Commission Number)

Deanna M Painter  
(Notary Public Signature)

Deanna M. Painter  
(Printed Name of Notary Public)



COPY

WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of Fourty-three thousand eight hundred sixty-six dollars and 0 cents(\$43,866.00 ) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to The JG Gulf Coast Town Center, LLC on the job of The Gulf Coast Town Center Phase 1 to the following described property:

Gulf Coast Town Center Phase 1  
(Name of Development/Project)

force main  
(Facilities Constructed)

Ben Hill Griffin Parkway  
(Location)

11-46-25-00-00001.0080  
(Strap # or Section, Township & Range)

Dated on: November 7, 2005

By: [Signature]  
(Signature of Authorized Representative)

Guymann Construction of FL, Inc.  
(Name of Firm or Corporation)

By: Fred Russell  
(Print Name of Authorized Representative)

5686 Youngquist Rd.  
(Address of Firm or Corporation)

Title: Vice President

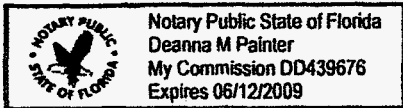
Ft. Myers, FL 33912-  
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)481-6545 Ext.15

Fax#: (239)481-9255

STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 7th day of November, 2005 by Fred Russell who is personally known to me - \_\_\_\_\_, and who did not take an oath.



(Notary Seal & Commission Number)

Deanna M Painter  
(Notary Public Signature)

Deanna M. Painter  
(Printed Name of Notary Public)

## CERTIFICATION OF CONTRIBUTORY ASSETS

**PROJECT NAME:** Gulf Coast Town Center Phase 1

**STRAP NUMBER:** 11-46-25-00-00001.0080

**LOCATION:** Ben Hill Griffin Pkwy and Alico Rd.

**OWNER'S NAME:** (as shown on Deed) JG Gulf Coast Town Center, LLC

**OWNER'S ADDRESS:** 25425 CENTER RIDGE RD

**OWNER'S ADDRESS:** Westlake, OH 44145-

**TYPE UTILITY SYSTEM:** POTABLE WATER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

### DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system from the drop-down list provided.

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
CL-250 DIP	16"	3,908.0	LF	\$57.00	\$222,756.00
CL-350 DIP	16"	100.0	LF	\$57.00	\$5,700.00
TAPPING SLEEVE W/VALVE WATER MAIN	24" x 16"	1.0	EA	\$12,100.00	\$12,100.00
ASSORTED FITTINGS WATER MAIN	16"	8.0	EA	\$1,000.00	\$8,000.00
GATE VALVE WATER MAIN	16"	3.0	EA	\$5,234.00	\$15,702.00
ASSORTED FITTINGS WATER MAIN	16" x 10"	2.0	EA	\$2,710.00	\$5,420.00
GATE VALVE WATER MAIN	10"	3.0	EA	\$2,110.00	\$6,330.00
STEEL CASING WATER MAIN	30"	115.0	LF	\$290.00	\$33,350.00
PVC C-905 DR-14 WATER MAIN	10"	45.0	LF	\$29.00	\$1,305.00
ASSORTED FITTINGS WATER MAIN (MSTR. METER)	10"	1.0	EA	\$36,511.00	\$36,511.00
<b>TOTAL</b>					<b>\$347,174.00</b>

(If more space is required, use additional forms(s).)

RECEIVED SEP 19 2005

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X *Aaron Hunt-Branch*  
(Signature of Certifying Agent)

Aaron Hunt-Branch, PM  
(Name & Title of Certifying Agent)

Guymann Construction of FL, Inc.  
(Name of Firm or Corporation)

5686 Youngquist Rd.  
(Address of Firm or Corporation)

Ft. Myers , FL 33912 -

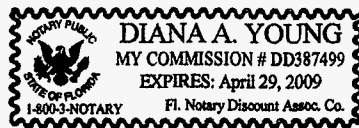
STATE OF FL )  
                  ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 31 st day of August, 2005 by Aaron Hunt-Branch who is personally known to me PRESENTED FL. DR. LIC, and who did not take an oath.

*Diana A. Young*  
Notary Public Signature

DIANA A. YOUNG  
Printed Name of Notary Public

DD387499  
Notary Commission Number




(NOTARY SEAL)

RECEIVED SEP 19 2005



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X   
(Signature of Certifying Agent)

Aaron Hunt-Branch, Project Manager  
(Name & Title of Certifying Agent)

Guymann Construction of FL, Inc.  
(Name of Firm or Corporation)

5686 Youngquist Rd.  
(Address of Firm or Corporation)

Fort Myers , FL 33912 -

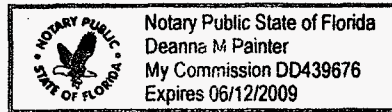
STATE OF FL )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 1 st day of March, 2007 by Aaron Hunt-Branch who is personally known to me - \_\_\_\_\_, and who did not take an oath.

  
Notary Public Signature

Deanna Painter  
Printed Name of Notary Public

DD439676  
Notary Commission Number



(NOTARY SEAL)



**CERTIFICATION OF CONTRIBUTORY ASSETS**

PROJECT NAME: Gulf Coast Town Center Phase 1

STRAP NUMBER: 11-46-25-00-00001.0080

LOCATION: Ben Hill Griffin Pkwy and Alico Rd.

OWNER'S NAME: (as shown on Deed) JG Gulf Coast Town Center, LLC

OWNER'S ADDRESS: 25425 Center Ridge Rd.

OWNER'S ADDRESS: Westlake, OH 44145-

TYPE UTILITY SYSTEM: SANITARY SEWER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

**DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES**

Please list each element of the system from the drop-down list provided.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC C-900 DR-14 FORCE MAIN	10"	142.0	LF	\$55.00	\$7,810.00
STEEL CASING FORCE MAIN	20"	124.0	LF	\$190.00	\$23,560.00
PLUG VALVE FORCE MAIN	10"	2.0	EA	\$2,500.00	\$5,000.00
ASSORTED FITTINGS FORCE MAIN	10"	1.0	EA	\$450.00	\$450.00
ASSORTED FITTINGS FORCE MAIN	10" x 12"	1.0	EA	\$500.00	\$500.00
PVC C-900 DR-14 FORCE MAIN	12"	44.0	LF	\$59.00	\$2,596.00
PLUG VALVE FORCE MAIN	12"	1.0	EA	\$3,500.00	\$3,500.00
ASSORTED FITTINGS FORCE MAIN	12"	1.0	EA	\$450.00	\$450.00
<b>TOTAL</b>					<b>\$43,866.00</b>

(If more space is required, use additional forms(s).)

RECEIVED DEC 16 2005



I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X Aaron Hunt-Branch  
(Signature of Certifying Agent)

Aaron Hunt-Branch, PM  
(Name & Title of Certifying Agent)

Guymann Construction of FL, Inc.  
(Name of Firm or Corporation)

5686 Youngquist Rd.  
(Address of Firm or Corporation)

Ft. Myers , FL 33912 -

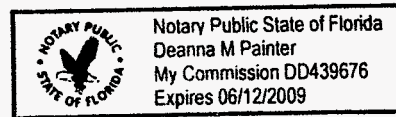
STATE OF FL )  
                  ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 31 st day of August, 2005 by Aaron Hunt-Branch who is personally known to me - \_\_\_\_\_, and who did not take an oath.

Deanna M Painter  
Notary Public Signature

Deanna M Painter  
Printed Name of Notary Public

DD439676  
Notary Commission Number



(NOTARY SEAL)





**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

**11462500000010080**

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 #1:**

**BS 20070340**

**JG GULF COAST TOWN CENTER LLC**

Last First MI  
**25425 CENTER RIDGE RD**

City  
**WESTLAKE**

State  
**OH**

Corporate Name (if applicable)  
**44145**

Mailing Address  
**THOM OSTERHOUT**

City  
**AS AGENT:**

State  
**FOR LEE CO. BD. OF**

Zip Code  
**CO. COMMISSIONERS**

Phone No.

4. Grantee (Buyer):

Last First MI  
**P. O. BOX 398**

City  
**FT. MYERS**

State  
**FL**

Corporate Name (if applicable)  
**33902 (239) 4798181**

Mailing Address

City

State

Zip Code

Phone No.

5. Date of Sale/Transfer

**2007 \$**

**\$10**

**. 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

Acresage

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**

12. Amount of Documentary Stamp Tax

\$

**0.70**

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/she has any knowledge.

Signature of Grantor or Grantee or Agent

Date

**3/26/07**

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
<b>This copy to Department of Revenue</b>	
O. R. Book	<input type="text"/>
and	<input type="text"/>
Page Number	<input type="text"/>
and	<input type="text"/>
File Number	<input type="text"/>
Date Recorded	<input type="text"/>
Month	Day
	Year

**This copy to Department of Revenue**

**TO: RECORDERS OFFICE**

**PLEASE PUT MY NAME ON THE ATTENTION LINE:**

***Sue Gulledge***

**CHARGE TO: LEE COUNTY UTILITIES -  
LCU 500283**

**ACCOUNT NO. OD5360748700.504930**

**THANK YOU.**

**FOR UTILITIES USE ONLY:**

**BLUE SHEET NO. 20070340-UTL**

**PROJECT NAME: GULF COAST TOWN CENTER**

**EASEMENT NAME: JG GULF COAST TOWN  
CENTER, LLC**

**TYPING BY: *Sue Gulledge***

This Instrument Prepared By:  
Lee County Utilities  
1500 Monroe Street - 3<sup>rd</sup> Floor  
Fort Myers, Florida 33901

Strap Number(s):

**11-46-25-00-00001.0080**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT - #1**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between "JG GULF COAST TOWN CENTER, LLC," Owner, hereinafter referred to as GRANTOR(S), and "LEE COUNTY", a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

**WITNESSETH:**

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

**BS 20070340 - UTL**



3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-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, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

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

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)

---



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

Charla J. Clinage  
[1<sup>st</sup> Witness' Signature]

CHARLA J. CLINAGE  
[Type or Print Name]

Linda K Moran  
[2<sup>nd</sup> Witness' Signature]

LINDA K. MORAN  
[Type or Print Name]

BY: Richard E. Jacobs  
[Signature Grantor's/Owner's]

Richard E. Jacobs, Authorized Signatory  
[Type or Print Name]

JG Gulf Coast Member LLC-successor  
to JG Manager LLC-50% interest in JG  
Gulf Coast Town Center LLC

\_\_\_\_\_  
[Title]

STATE OF Ohio  
COUNTY OF Cuyahoga

The foregoing instrument was signed and acknowledged before me this 14<sup>th</sup>  
day of September 2005 by Richard E. Jacobs who ~~produced the following as~~  
identification \_\_\_\_\_ or is personally  
know to me, and who ~~did~~ **did not** take an oath.

[stamp or seal]

Linda K Moran  
[Signature of Notary]

**LINDA K. MORAN**  
Notary Public - State of Ohio  
Recorded in Cuyahoga County  
My Commission Expires on 3/10/2008

\_\_\_\_\_  
[Typed or Printed Name]

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

Jim Price  
[1<sup>st</sup> Witness' Signature]

JILL PRICE  
[Type or Print Name]

Connie D Blair  
[2<sup>nd</sup> Witness' Signature]

Connie D. Blair  
[Type or Print Name]

BY: [Signature]  
[Signature Grantor's/Owner's]

Ronald S. Gimple, Senior Vice President  
[Type or Print Name]

CBL Holdings I, Inc., General Partner of  
CBL & Associates Limited Partnership,  
Manager of CBL/Gulf Coast, LLC with  
50% interest in JG Gulf Coast Town  
Center LLC

[Title]

STATE OF Tennessee  
COUNTY OF Hamilton

The foregoing instrument was signed and acknowledged before me this 16  
day of Sept. 2005, by Ronald S. Gimple who produced the following as  
identification \_\_\_\_\_ or is personally  
know to me, and who did did not take an oath.

[stamp or seal]

June H. Durham  
[Signature of Notary]

June H. Durham  
[Typed or Printed Name]

My Commission Expires 10/07/06



Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney  
Scott S. Coover, Esquire

PAGE: 1 OF 2

NOVEMBER 30, 2005

**LÉGAL DESCRIPTION**  
**LEE COUNTY UTILITIES EASEMENT A-1**  
**PARCEL IN**

**SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST,**  
**LEE COUNTY, FLORIDA**


A TRACT OR PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE RUN NORTH 89°43'15" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 11 FOR 871.26 FEET; THENCE DEPARTING SAID SECTION LINE RUN SOUTH 00°16'45" WEST FOR 110.65 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD; THENCE RUN SOUTH 88°57'55" EAST ALONG SAID RIGHT-OF-WAY LINE FOR 63.63 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY; THENCE RUN SOUTH 01°00'31" WEST ALONG SAID RIGHT-OF-WAY FOR 729.77 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LANDS AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 4161 AT PAGE 4130 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING.  
FROM SAID POINT OF BEGINNING CONTINUE SOUTH 01°00'30" WEST ALONG SAID RIGHT-OF-WAY LINE FOR 20.00 FEET; THENCE RUN NORTH 89°43'15" WEST FOR 18.00 FEET; THENCE RUN NORTH 01°00'31" EAST FOR 20.00 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF THE NORTHWEST QUARTER; THENCE RUN SOUTH 89°42'07" EAST ALONG SAID NORTH LINE FOR 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 360 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

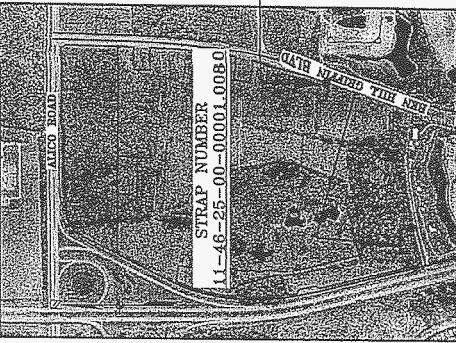
BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 11 TO BEAR NORTH 89°43'15" WEST.

  
FRANCES L. SUMMERALL (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA  
CERTIFICATE NO. 5652

DATE SIGNED: 12-1-05  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND  
MAPPER AND NOT VALID WITHOUT SKETCH

S:\LDD\_PROJECTS\034018\SURVEY\LCU-EASEA-1.DOC

# COPY



LOCATION MAP



CURVE DATA TABLE

C1	C2	C3	C4
R=9925.00'	R=9925.00'	R=9925.00'	R=9925.00'
L=38.25'	L=1139.77'	L=980.41'	L=23.13'
I=0°13'15"	I=6°34'47"	I=5°39'35"	I=0°08'01"
CB=S01°07'08"W	CB=S05°45'48"W	CB=S13°07'38"W	CB=S16°01'26"W
CD=38.25'	CD=1139.14'	CD=980.01'	CD=23.13'

LEE COUNTY UTILITIES EASEMENT A-2

ALICO ROAD

BEN HILL GRIFFIN PARKWAY

LINE	BEARING	DISTANCE
L1	N89°43'15"W	871.26'
L2	S00°16'45"W	110.65'
L3	S88°57'55"E	63.63'
L4	S01°00'31"W	729.77'
L5	N01°00'30"E	176.58'
L6	N88°46'15"W	256.00'
L7	S01°51'05"W	209.96'
L8	S87°31'36"E	256.00'
L9	N80°56'49"W	256.00'
L10	S09°40'30"W	209.96'
L11	S79°42'10"E	256.00'
L12	N73°54'35"W	35.90'
L13	N16°07'41"E	23.13'
L14	S73°54'35"E	35.95'

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NW-1/4 OF SECTION 11 TO BEAR NORTH 89°43'15"W WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC= POINT OF COMMENCEMENT.
4. POB= POINT OF BEGINNING.
5. DESC.= DESCRIPTION
6. PARCEL CONTAINS 831 SQUARE FEET MORE OR LESS.
7. DESCRIPTION ATTACHED SEE SHEET 1 OF 2.

POC DESC SET PK NAIL & DISC LB 642 - 1997 NORTH 1/4 CORNER SECTION 11

NORTH LINE OF SECTION 11

FORMER RW LINE OF ALICO ROAD  
EAST RIGHT OF WAY LINE OF BEN HILL GRIFFIN PARKWAY



THIS IS NOT A SURVEY

FRANCIS W. SUMMERS (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5652  
DATE SIGNED: 12-1-5  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT LEGAL DESCRIPTION.

2

PARCEL IN GULF COAST TOWN CENTER MALL SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

**JOHNSON ENGINEERING**

2158 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE (941) 334-0046  
FAX (941) 334-3661  
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION LEE COUNTY UTILITY EASEMENT A-2

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
B/30/2005	20034018	11-46-25	AS SHOWN	2 OF 2

COPY



PAGE: 1 OF 2

NOVEMBER 30, 2005


**LEGAL DESCRIPTION**  
**LEE COUNTY UTILITIES EASEMENT A-2**  
**PARCEL IN**  
**SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST,**  
**LEE COUNTY, FLORIDA**

A TRACT OR PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

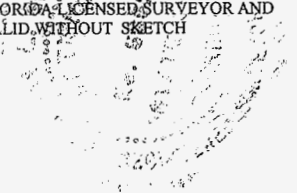
COMMENCING AT A NORTH 1/4 CORNER OF SAID SECTION 11; THENCE RUN NORTH 89°43'15" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 1, FOR 871.26 FEET; THENCE DEPARTING SAID SECTION LINE RUN SOUTH 00°16'45" WEST FOR 110.65 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD; THENCE RUN SOUTH 88°57'55" EAST ALONG SAID RIGHT-OF-WAY LINE FOR 63.63 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY; THENCE RUN SOUTH 01°09'31" WEST ALONG SAID RIGHT-OF-WAY LINE FOR 729.77 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LANDS AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 4161 AT PAGE 4130 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING TWO COURSES AND DISTANCES ALONG SAID RIGHT-OF-WAY LINE: SOUTH 01°00'30" WEST FOR 176.58 FEET TO A POINT OF CURVATURE; SOUTHERLY ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 9,925.00 FEET (DELTA 00°13'15") (CHORD BEARING SOUTH 01°07'08" WEST) (CHORD 38.25 FEET) FOR 38.25 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN NORTH 88°46'15" WEST FOR 256.00 FEET; THENCE RUN SOUTH 01°51'05" WEST FOR 209.96 FEET; THENCE RUN SOUTH 87°31'36" EAST FOR 256.00 FEET TO AN INTERSECTION WITH SAID RIGHT-OF-WAY LINE AND AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 9,925.00 FEET (DELTA 06°34'47") (CHORD BEARING SOUTH 05°45'48" WEST) (CHORD 1,139.14 FEET) FOR 1,139.77 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN NORTH 80°56'49" WEST FOR 256.00 FEET; THENCE RUN SOUTH 09°40'30" WEST FOR 209.96 FEET; THENCE RUN SOUTH 79°42'10" EAST FOR 256.00 FEET; TO AND INTERSECTION WITH SAID RIGHT-OF-WAY LINE AND AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE RUN SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 9,925.00 FEET (DELTA 05°39'35") (CHORD BEARING SOUTH 13°07'38" WEST) (CHORD 980.01 FEET) FOR 980.41 FEET TO THE POINT OF BEGINNING.  
FROM SAID POINT OF BEGINNING CONTINUE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG AN ARC OF SAID CURVE TO THE RIGHT OF RADIUS 9,925.00 FEET (DELTA 00°08'01") (CHORD BEARING SOUTH 16°01'26" WEST) (CHORD 23.13 FEET) FOR 23.13 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN NORTH 73°54'35" WEST, FOR 35.95 FEET; THENCE RUN NORTH 16°07'41" EAST, FOR 23.13 FEET; THENCE RUN SOUTH 73°54'35" EAST, FOR 35.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 831 SQUARE FEET MORE OR LESS.  
SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 11 TO BEAR NORTH 89°43'15" WEST.

  
FRANCES L. SUMMERALL (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA  
CERTIFICATE NO. 5652

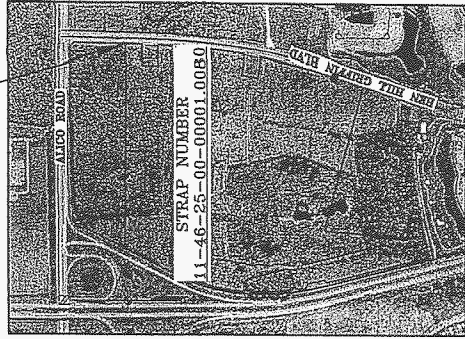
DATE SIGNED: 12-1-05  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND  
MAPPER AND NOT VALID WITHOUT SKETCH



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# COPY

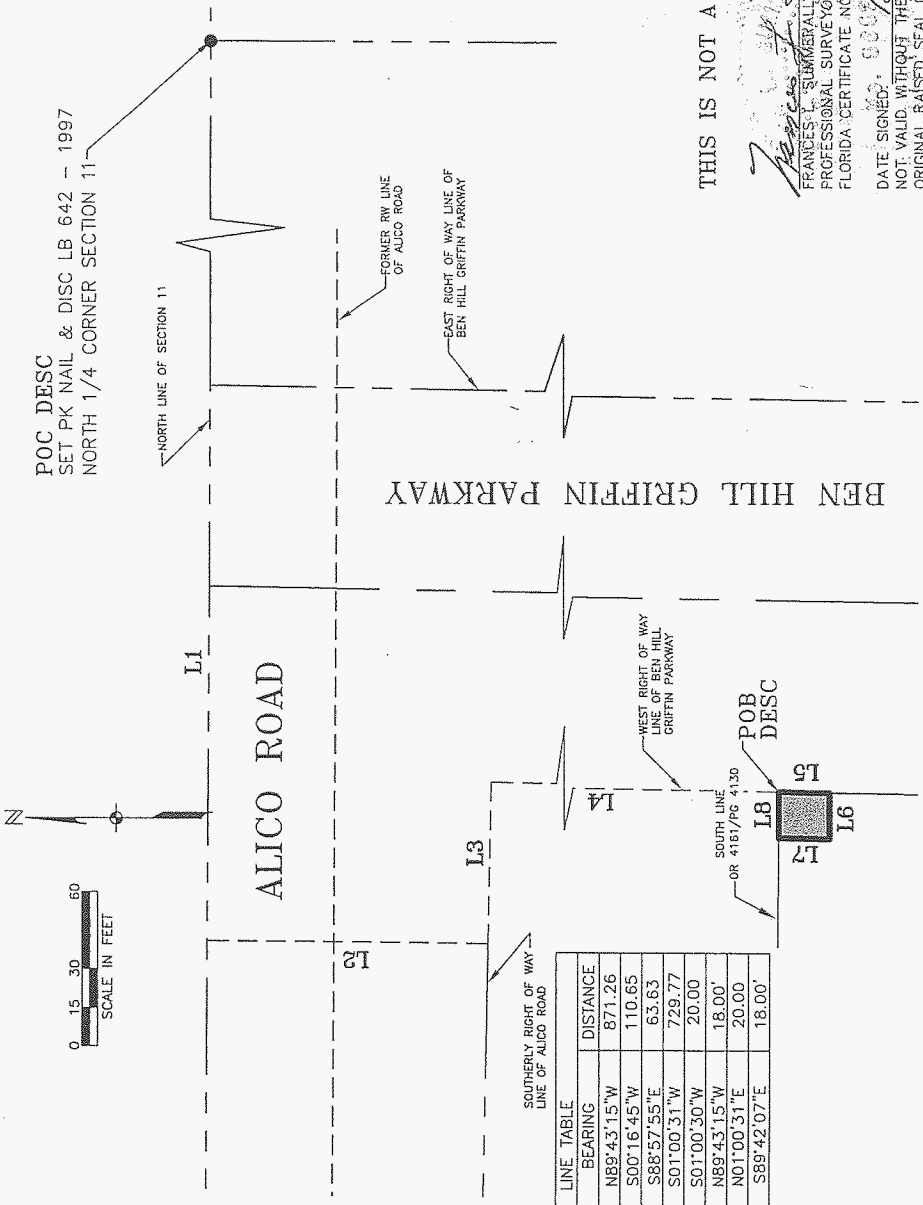
LEE COUNTY  
UTILITIES EASEMENT  
A-1



LOCATION MAP  
0 500 1000 2000  
SCALE IN FEET

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NW 1/4 OF SECTION 11 TO BEAR NORTH 89°43'15" WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC= POINT OF COMMENCEMENT.
4. POB= POINT OF BEGINNING.
5. DESC.= DESCRIPTION
6. PARCEL CONTAINS 360 SQUARE FEET MORE OR LESS.
7. DESCRIPTION ATTACHED SEE SHEET 1 OF 2.



LINE	BEARING	DISTANCE
L1	N89°43'15"W	871.26
L2	S00°16'45"W	110.65
L3	S88°57'55"E	63.63
L4	S01°00'31"W	729.77
L5	S01°00'30"W	20.00
L6	N89°43'15"W	18.00'
L7	N01°00'31"E	20.00
L8	S89°42'07"E	18.00'

THIS IS NOT A SURVEY

DATE SIGNED: 08/19/15  
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT LEGAL DESCRIPTION:  
 FRANCIS L. SUMMERALL (FOR THE FIRM LB-642)  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5852  
 F

2158 JOHNSON STREET  
 P.O. BOX 1550  
 FORT MYERS, FLORIDA 33902-1550  
 PHONE (941) 334-0046  
 FAX (941) 334-3861  
 E.B. #642 & L.B. #642

**JOHNSON**  
**ENGINEERING**

PARCEL IN  
 GULF COAST TOWN CENTER MALL  
 SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
 LEE COUNTY, FLORIDA

SKETCH TO ACCOMPANY DESCRIPTION  
 LEE COUNTY UTILITY EASEMENT A-1  
 DATE 8/30/2005 PROJECT NO. 20034018 FILE NO. 11-46-25 SCALE AS SHOWN SHEET 2 OF 2

COPY



Ease. # 2

PAGE: 1 OF 2

DECEMBER 8, 2005

LEGAL DESCRIPTION  
VARIED WIDTH UTILITY EASEMENT  
PARCEL IN  
SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

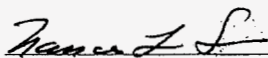
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE RUN NORTH 89°43'15" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 11 FOR 871.26 FEET; THENCE DEPARTING SAID SECTION LINE RUN SOUTH 00°16'45" WEST FOR 110.65 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN SOUTH 88°57'55" EAST ALONG SAID RIGHT-OF-WAY LINE FOR 14.15 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 43°58'48" EAST FOR 70.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BENHILL GRIFFIN BOULEVARD (VARIED WIDTH PUBLIC RIGHT OF WAY); THENCE RUN SOUTH 01°00'31" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 68.88 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN NORTH 45°00'00" WEST FOR 20.85 FEET; THENCE RUN NORTH 01°00'31" EAST FOR 55.26 FEET; THENCE RUN NORTH 43°58'48" WEST FOR 68.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,625 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 11 TO BEAR NORTH 89°43'15" WEST.

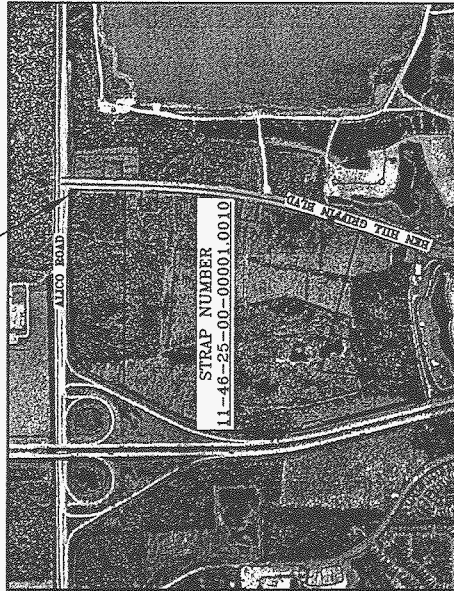


FRANCES L. SUMMERALL (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA  
CERTIFICATE NO. 5652

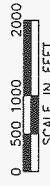
DATE SIGNED: 12-8-05  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND  
MAPPER AND NOT VALID WITHOUT SKETCH

S:\LDD\_PROJECTS\034018\SURVEY\GCTC-UTILITY-EASEMENT-120705.DOC

**PROPOSED WATER  
LINE EASEMENT**



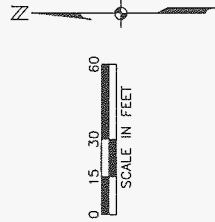
**LOCATION MAP**



**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NW-1/4 OF SECTION 11 TO BEAR NORTH 89°43'15"W WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC. = DESCRIPTION
6. PARCEL CONTAINS 1,625 SQUARE FEET, MORE OR LESS.
7. DESCRIPTION ATTACHED.

LINE	BEARING	DISTANCE
L1	N89°43'15"W	871.26
L2	S00°16'45"W	110.65
L3	S88°57'55"E	14.15
L4	S43°58'48"E	70.00
L5	S01°00'31"W	68.88
L6	N45°00'00"W	20.85
L7	N01°00'31"E	55.26
L8	N43°58'48"W	68.79



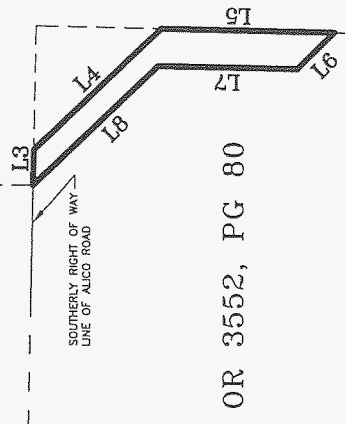
SET PK NAIL & DISC LB 642 - 1997  
NORTH 1/4 CORNER SECTION 11

NORTH LINE OF NW 1/4 SECTION 11

ALICO ROAD

BEN HILL GRIFFIN PARKWAY

FORMER RW LINE OF ALICO ROAD  
EAST RIGHT OF WAY LINE OF BEN HILL GRIFFIN PARKWAY



THIS IS NOT A SURVEY

DATE SIGNED: 12-15-05  
FRANCES L. SUMMERALL (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5652

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

PROPOSED GULF COAST TOWN CENTER MALL  
PARCEL LYING IN  
SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA

**JOHNSON**  
ENGINEERING

2158 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE (941) 334-0046  
FAX (941) 334-3661  
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION  
VARIED WIDTH WATER LINE EASEMENT

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
DEC 2005	20034018	11-46-25	AS SHOWN	2 OF 2



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

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 #2: BS 20070340 THE CLEVELAND CLINIC FOUNDATION**  
 Last First MI Corporate Name (if applicable)  
**C/O 5001 ROCKSIDE RD-#600 INDEPENDENCE OH 44131 (216)442200**  
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS**  
 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:  \$   
 Month / Day / Year Sale/Transfer Price  
 (Round to the nearest dollar.) Property Located In:

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

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  
 \$  Cents \$

12. Amount of Documentary Stamp Tax   
 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: [Signature] Date: 3/26/07

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 <input type="text" value=""/> and Page Number <input type="text" value=""/></p> <p>and File Number <input type="text" value=""/></p> <p>Date Recorded: <input type="text" value=""/> / <input type="text" value=""/> / <input type="text" value=""/></p> <p align="center">Month Day Year</p>	<p>Clerks Date Stamp</p>
--	--------------------------

**This copy to Property Appraiser**



**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 **0 1 2 3 4 5 6 7 8 9 0123456789**  
(If Parcel ID not available please call County Property Appraiser's Office) → **11462500000010010**

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 #2: BS 20070340 THE CLEVELAND CLINIC FOUNDATION**  
Last First MI Corporate Name (if applicable)  
**C/O 5001 ROCKSIDE RD-#600 INDEPENDENCE OH 44131 (2164442200)**

4. Grantee (Buyer):  
Mailing Address City State Zip Code Phone No.  
**THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS**

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

5. Date of Sale/Transfer **2007 \$ \$10 . 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: **\$ . 00**  
Warranty Deed Quit Claim Deed (Round to the nearest dollar.)

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  \$ **0.70** Cents **. 00**

12. Amount of Documentary Stamp Tax **0.70**

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 *John C. [Signature]* Date **3/26/07**

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
<b>This copy to Department of Revenue</b>	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

**This copy to Department of Revenue**

**TO: RECORDERS OFFICE**

**PLEASE PUT MY NAME ON THE ATTENTION LINE:**

***Sue Gulledge***

**CHARGE TO: LEE COUNTY UTILITIES -  
LCU 500283**

**ACCOUNT NO. OD5360748700.504930**

**THANK YOU.**

**FOR UTILITIES USE ONLY:**

**BLUE SHEET NO. 20070340-UTL**

**PROJECT NAME: GULF COAST TOWN CENTER**

**EASEMENT NAME: THE CLEVELAND CLINIC  
FOUNDATION**

**TYPING BY: *Sue Gulledge***

This Instrument Prepared By:  
Lee County Utilities  
1500 Monroe Street - 3<sup>rd</sup> Floor  
Fort Myers, Florida 33901

Strap Number(s):

**11-46-25-00-00001.0010**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT - #2**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between "THE CLEVELAND CLINIC FOUNDATION, NONPROFIT CORPORATION," Owner, hereinafter referred to as GRANTOR(S), and "LEE COUNTY", a political subdivision of the State of Florida, hereinafter referred to as GRANTEE.

**WITNESSETH:**

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

**BS 20070340 - UTL**



3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-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, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

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

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.



9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)

---

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

THE CLEVELAND CLINIC FOUNDATION

Patricia A. Cogan  
[1<sup>st</sup> Witness' Signature]

PATRICIA A. COGAN  
[Type or Print Name]

Karen F. Shanahan  
[2<sup>nd</sup> Witness' Signature]

KAREN F. SHANAHAN  
[Type or Print Name]

BY: [Signature]  
[Signature Grantor's/Owner's]

Frank L. Lordeman  
[Type or Print Name]

Chief Operating Officer  
[Title]

APPROVED AS TO FORM  
CCF-OFFICE OF  
GENERAL COUNSEL

BY [Signature]

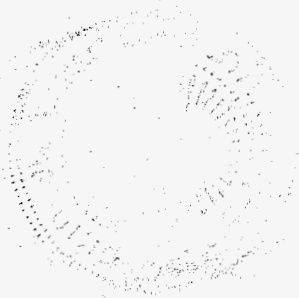
DATE 6/4/04

STATE OF OHIO

COUNTY OF CUYAHOGA

The foregoing instrument was signed and acknowledged before me this 4<sup>th</sup> day of JUNE 2004 by FRANK LORDEMAN who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Patricia A. Cogan  
[Signature of Notary]

PATRICIA A. COGAN  
Notary Public, STATE OF OHIO  
My Commission Expires 6/5/2004  
Recorded in Lake County  
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney  
Scott S. Coover, Esquire



COPY

PAGE: 1 OF 2

DECEMBER 8, 2005

LEGAL DESCRIPTION  
VARIED WIDTH UTILITY EASEMENT  
PARCEL IN  
SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE RUN NORTH 89°43'15" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 11 FOR 871.26 FEET; THENCE DEPARTING SAID SECTION LINE RUN SOUTH 00°16'45" WEST FOR 110.65 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN SOUTH 88°57'55" EAST ALONG SAID RIGHT-OF-WAY LINE FOR 14.15 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN SOUTH 43°58'48" EAST FOR 70.00 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BENHILL GRIFFIN BOULEVARD (VARIED WIDTH PUBLIC RIGHT OF WAY); THENCE RUN SOUTH 01°00'31" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 68.88 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN NORTH 45°00'00" WEST FOR 20.85 FEET; THENCE RUN NORTH 01°00'31" EAST FOR 55.26 FEET; THENCE RUN NORTH 43°58'48" WEST FOR 68.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,625 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

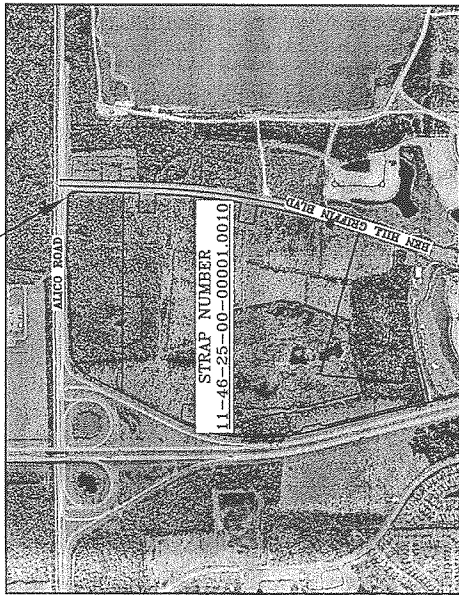
BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 11 TO BEAR NORTH 89°43'15" WEST.

FRANCES L. SUMMERALL (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA  
CERTIFICATE NO. 5652

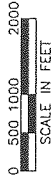
DATE SIGNED: 12-8-05  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND  
MAPPER AND NOT VALID WITHOUT SKETCH

S:\LDD\_PROJECTS\034018\SURVEY\GCTC-UTILITY-EASEMENT-120705.DOC

**PROPOSED WATER LINE EASEMENT**

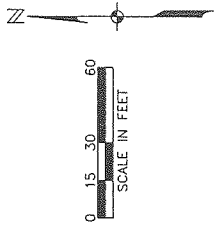


LOCATION MAP



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NW-1/4 OF SECTION 11 TO BEAR NORTH 89°43'15" WEST.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC= POINT OF COMMENCEMENT.
4. POB= POINT OF BEGINNING.
5. DESC.= DESCRIPTION
6. PARCEL CONTAINS 1,625 SQUARE FEET, MORE OR LESS.
7. DESCRIPTION ATTACHED.



LINE	BEARING	DISTANCE
L1	N89°43'15"W	871.26
L2	S00°16'45"W	110.65
L3	S88°57'55"E	14.15
L4	S43°58'48"E	70.00
L5	S01°00'31"W	68.88
L6	N45°00'00"W	20.85
L7	N01°00'31"E	55.26
L8	N43°58'48"W	68.79

SET PK NAIL & DISC LB 642 - 1997  
NORTH 1/4 CORNER SECTION 11

NORTH LINE OF NW 1/4 SECTION 11

ALICO ROAD

BEN HILL GRIFFIN PARKWAY

FORMER RW LINE OF ALICO ROAD  
EAST RIGHT OF WAY LINE OF BEN HILL GRIFFIN PARKWAY

THIS IS NOT A SURVEY

FRANCIS SUMMERS (FOR THE FIRM LB-642)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5652  
DATE SIGNED: 12-15-05  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT LEGAL DESCRIPTION.

PROPOSED GULF COAST TOWN CENTER MALL  
PARCEL LYING IN  
SECTION 11, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA

**JOHNSON**  
ENGINEERING

2158 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE (941) 334-0046  
FAX (941) 334-3661  
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION  
VARIED WIDTH WATER LINE EASEMENT

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
DEC 2005	20034018	11-46-25	AS SHOWN	2 OF 2

COPY

**TO: RECORDERS OFFICE**

**PLEASE PUT MY NAME ON THE ATTENTION LINE:**

***Sue Gulledge***

**CHARGE TO: LEE COUNTY UTILITIES -  
LCU 500283**

**ACCOUNT NO. OD5360748700.504930**

**THANK YOU.**

**FOR UTILITIES USE ONLY:**

**BLUE SHEET NO. 20070340-UTL**

**PROJECT NAME: GULF COAST TOWN CENTER**

**AGMT NAME: JG GULF COAST TOWN  
CENTER, LLC**

**TYPING BY: *Sue Gulledge***

This Instrument Prepared By:  
Lee County Utilities  
1500 Monroe Street - 3<sup>rd</sup> Floor  
Fort Myers, Florida 33901

(THIS SPACE RESERVED FOR RECORDING) - LCU 500283

### **REBATEABLE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_ 2007, by and between **JG GULF COAST TOWN CENTER, LLC**, hereinafter referred to as "SPONSOR", and **LEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WHEREAS, SPONSOR is desirous of extending the County's water system as described in Exhibit "A" which is attached hereto and made a part hereof; and,

WHEREAS, SPONSOR has obtained a bona fide cost for the extension of said water system described in Exhibit "A" from Johnson Engineering, Inc., hereinafter called Exhibit "B" attached hereto and made a part hereof by reference; and,

WHEREAS, SPONSOR has received permits for said water system extension from all Federal, State and local agencies with permitting jurisdiction over said water system extension and construction; and,

WHEREAS, COUNTY is desirous of having their water system extended to serve the properties and areas described in Exhibit "A";

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the SPONSOR and the COUNTY agree as follows:

1. SPONSOR shall pay all costs associated with the approved water system extension described in Exhibit "A" including, but not limited to, engineering, construction, legal, permitting, inspection and administration.
2. COUNTY shall provide periodic inspection of construction for compliance with approved plans and specifications.
3. SPONSOR shall convey ownership of all facilities described in Exhibit "A" without encumbrances to the COUNTY after completion of construction in full accordance with the approved plans, specifications and permit conditions and acceptance of said facilities via resolution by the Board of County Commissioners.

**BS 20070340 - UTL**

4. SPONSOR shall provide "as-built" plans and specifications certified by a professional engineer registered in the State of Florida prior to acceptance by the COUNTY.

5. COUNTY shall accept ownership of said water system extension, located within a County right of way or dedicated easement expressly for the purpose of ownership and maintenance of said water system extension by the COUNTY, after a recommendation for acceptance by the Administrative Director of the Department of Lee County Utilities.

6. SPONSOR shall hold harmless the COUNTY of all liability related to the construction, operation or maintenance of any of the facilities described in Exhibit "A" until such time as said facilities are accepted by the COUNTY.

7. COUNTY shall collect a fee from each new customer or developer that proposes to connect directly to the water system extension for the purpose of obtaining potable water service. Such fee to said customer or developer shall reflect the pro rata cost of the water system extension according to the front footage of the parcel.

(FRONT FOOTAGE)

- (a) Determine the total front footage of all parcels of land that may be directly benefited by said water system extension. Parcel front footage shall be based on legal descriptions recorded in the Official Records of Lee County, Florida either in Official Record Books or approved subdivision plats;
- (b) Determine the cost of construction of water system as described above;
- (c) Divide the cost of the water system extension (b) by the total benefited or potentially benefited front footage (a) to determine the cost per front foot. The front footage of the SPONSOR'S parcel(s) shall then be subtracted from the total calculated front footage. The remaining front footage shall then be multiplied by the previously calculated dollars per front foot to determine the total amount to be rebated to SPONSOR;
- (d) SPONSOR's professional engineer shall prepare a certified drawing, to be approved by the COUNTY, either as a separate Exhibit to this Agreement or as part of the data contained in Exhibit "A" referenced above, showing all parcel front footage that may be directly benefited by said water system extension, including SPONSOR's parcel(s);
- (e) Calculations for dollars per front foot and total amount to be rebated are attached hereto as Exhibit "C" and made a part hereof.

8. COUNTY and SPONSOR agree that the total amount to be rebated shall not exceed the cost of said water system extension as described herein less the SPONSOR's pro rata share.

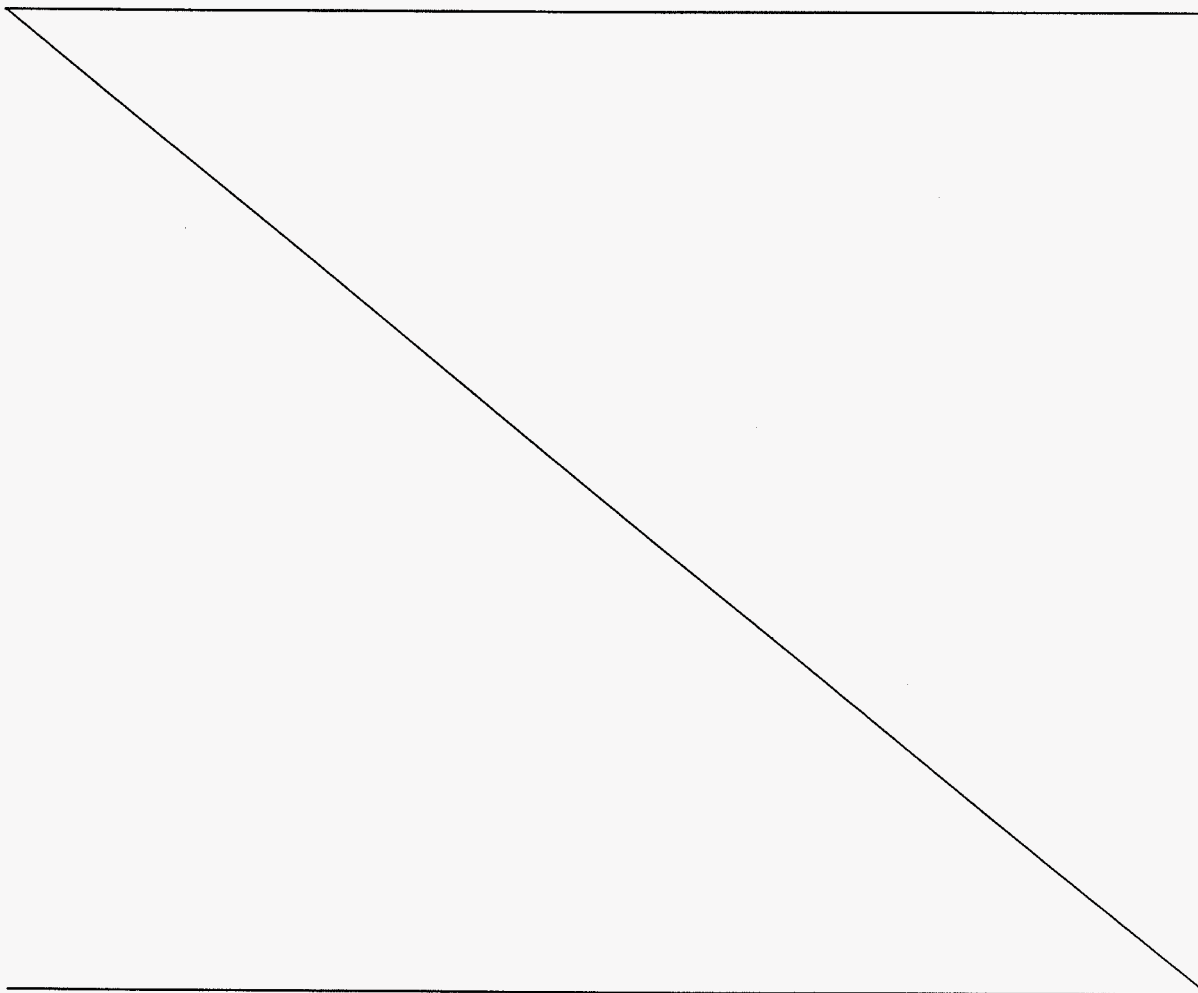
9. COUNTY and SPONSOR agree that the terms of this Rebateable Agreement shall not exceed five (5) years from the date of acceptance by the Board of County Commissioners, after which time the COUNTY shall no longer collect fees or make rebates to SPONSOR.



10. COUNTY shall make a rebate to the SPONSOR of the amount of fee collected from each customer or developer who directly utilizes the line extension referenced herein for potable water service, less a fee in the amount of five percent (5%) of said rebate with a minimum of thirty dollars (\$30.00) per transaction. COUNTY shall make every practicable effort to collect rebate fee(s) as provided herein but shall only be liable for monies collected.

11. COUNTY and SPONSOR agree that these provisions shall not apply to a customer or developer who ties into said water system extension for the purpose of continuing the extension to serve a parcel or parcels not directly fronting on said water system extension described in Exhibit "A". Also, this Agreement shall not apply to anyone tying into said water system extension as described in Exhibit "A" for the sole purpose of fire protection. If potable water service is obtained through or from the fire line or its appurtenances, all of the provisions of this Agreement shall apply.

(Balance of Page Left Intentionally Blank)



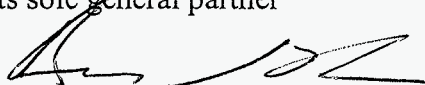
**SPONSOR:**

JG Gulf Coast Town Center LLC,  
an Ohio limited liability company

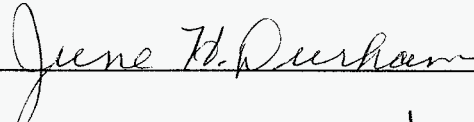
By: CBL/Gulf Coast, LLC,  
a Florida limited liability company  
Its Managing Member

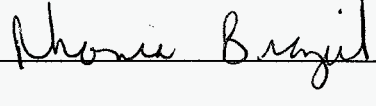
By: CBL & Associates Limited Partnership,  
a Delaware limited partnership,  
its sole member and chief manager

By: CBL Holdings I, Inc., and: 50% member of JG Gulf Coast Town Center LLC  
a Delaware corporation, (Ronald S. Gimple)  
its sole general partner

By:   
Name: **RONALD S. GIMPLE**  
Title: Sr. Vice President

**WITNESSES AS TO SPONSOR:**

#1:  June H. Durham  
(Type or Print Witness' Name)

#2:  Rhonia Brazier  
(Type or Print Witness' Name)

STATE OF Tennessee

COUNTY OF Hamilton

THE FOREGOING INSTRUMENT was acknowledged before me this 15<sup>th</sup> day of September, 2005, by Ronald S. Geiple, the Sr. Vice President of CBL Holdings I, Inc., a Delaware corporation, on behalf of said corporation. He/she is personally known to me.

Darlene Cranfield  
Notary Public

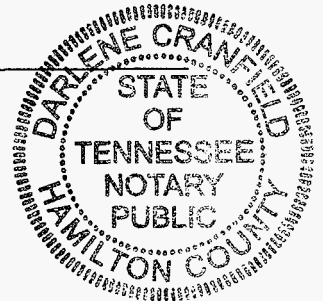
Darlene Cranfield  
Print/Type Name of Notary

MY COMMISSION EXPIRES MAY 8, 2006

My Commission Expires: \_\_\_\_\_

Commission No. \_\_\_\_\_

NOTE: SEE ATTACHED ADDITIONAL SIGNATURE PAGE



Additional Signature Page for Sponsor

JG Gulf Coast Town Center LLC  
an Ohio limited liability company

By: JG Gulf Coast Member LLC (successor in interest  
to JG Manager LLC) and 50% member of JG Gulf  
Coast Town Center LLC

By:

Name: Richard E. Jacobs, authorized signatory

IN WITNESS WHEREOF, the parties have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

**ATTEST: CHARLIE GREEN, CLERK**

BY:

\_\_\_\_\_  
(Clerk's Signature)

\_\_\_\_\_  
(Chairman's Signature)

SPONSOR:  
Victoria S. Berghel, Senior Vice President  
(Name and Title)

Victoria S. Berghel  
(Sponsor's signature)  
Victoria S. Berghel, SVPC

**WITNESSES AS TO SPONSOR:**

#1: Nancy Braud  
(Type or Print Witness's Name)  
#2: Vernell Mobley  
(Type or Print Witness's Name)

Nancy Braud  
(Witness's signature)  
Vernell Mobley  
(Witness's signature)

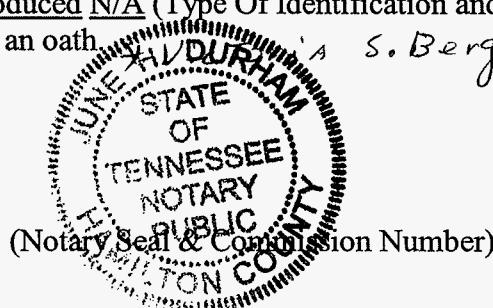
**SPONSOR'S INFORMATION**

SPONSOR'S CONTACT: Jamey Flegal, Project Manager TEL: (238) 490-8792  
REBATE TO: JG Gulf Coast Town Center, LLC TEL: ( ) -  
ADDRESS: 2030 Hamilton Place Blvd., Suite 500  
CITY: Chattanooga STATE: TN ZIP: 37421-6000

STATE OF Tennessee  
) SS:  
COUNTY OF Hamilton

The foregoing instrument was signed and acknowledged before me this 12<sup>th</sup> day of Dec. 2007 by V (Print or Type Name) who has produced N/A (Type Of Identification and Number) as identification, and who did not take an oath.

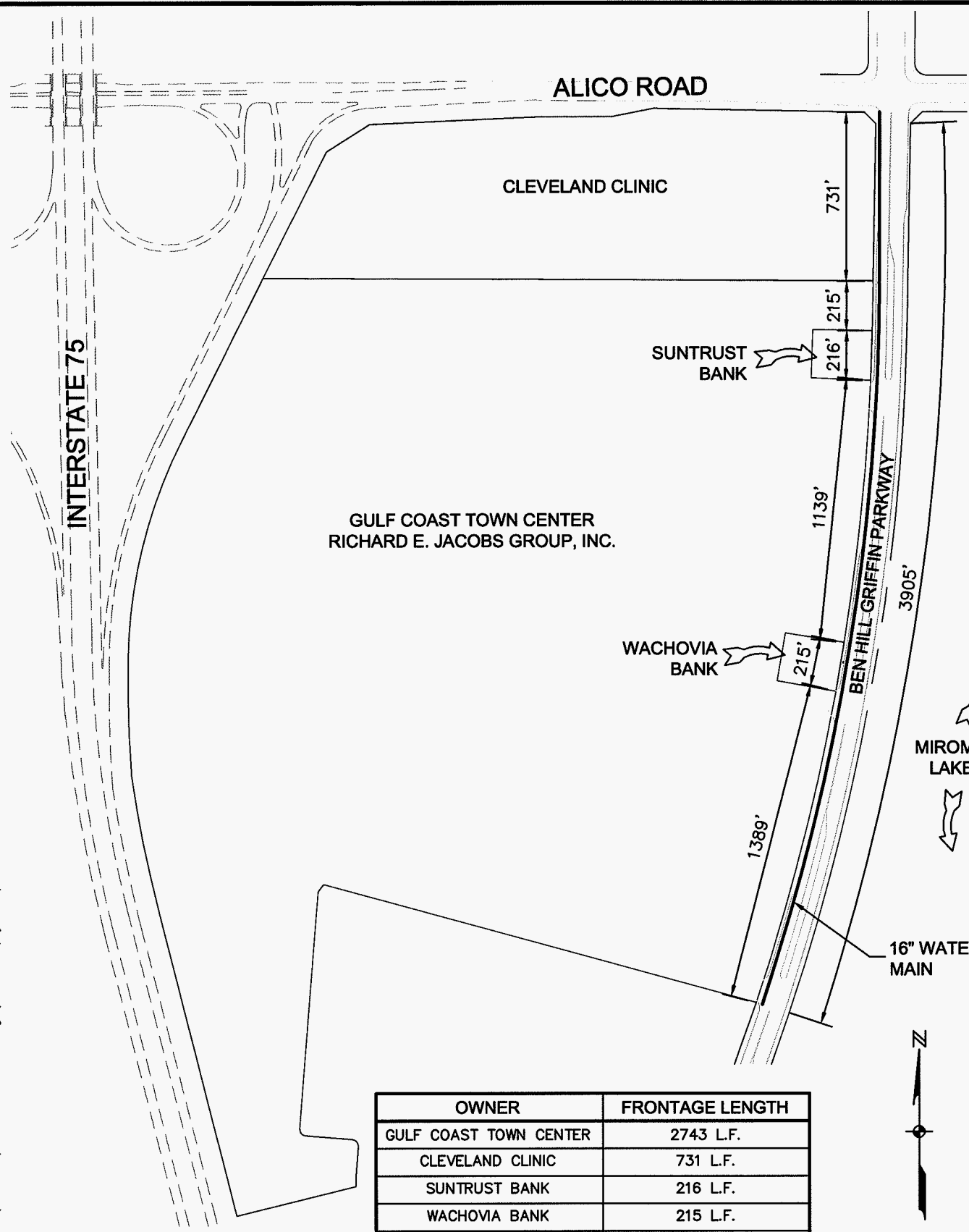
Jane H. Durham  
Notary Public Signature  
Jane H. Durham  
Printed Name of Notary Public



My Commission Expires 10/07/08

Approved As To Form: \_\_\_\_\_  
Office of County Attorney

N:\20034018\Exhibits\4018-Watermain.dwg (8.5 X 11) jrh Sep 14, 2005 - 8:08am



OWNER	FRONTAGE LENGTH
GULF COAST TOWN CENTER	2743 L.F.
CLEVELAND CLINIC	731 L.F.
SUNTRUST BANK	216 L.F.
WACHOVIA BANK	215 L.F.
MIROMAR LAKES	3905 L.F.
<b>TOTAL</b>	<b>7810 L.F.</b>



2158 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE (239) 334-0046  
FAX (239) 334-3661  
E.B. #642 & L.B. #642

**GULF COAST TOWN CENTER  
WATERMAIN REBATE - EXHIBIT A**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
OCT. 2004	20034018	File No	1"=600'	EXHIBIT A

**EXHIBIT "B"**  
**Ben Hill Griffin Water Main**  
**Engineer's Opinion of Cost**  
September 1, 2005

**Ben Hill Griffin Water Main**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1.	CL250 DIP Water Main	16"	3,908	LF	\$57.00	\$222,756.00
2.	CL350 DIP Water Main	16"	100	LF	\$57.00	\$5,700.00
3.	Steel Casing water Main	30"	115	LF	\$290.00	\$33,350.00
4.	Tapping Sleeve with Valve Water Main	24" x 16"	1	EA	\$12,120.00	\$12,120.00
5.	Assorted fittings Water Main	16"	8	EA	\$1,000.00	\$8,000.00
6.	Gate Valve Water Main	16"	3	EA	\$5,234.00	<u>\$15,702.00</u>
Sub Total of Construction						\$297,628.00
7.	Design, Permitting, Construction Admin., Etc.				15% of Construction Cost	\$44,644.00
<b><u>Grand Total:</u></b>						<b><u>\$342,272.00</u></b>

Completion Date July 15, 2005

**CERTIFICATION:**



\_\_\_\_\_  
Kevin M. Winter, P.E. Florida Lic. No. 41267

**EXHIBIT "C"**  
**Connection Fee by Parcel**

<b><u>PARCEL I.D.</u></b>	<b><u>PARCEL LINEAL FRONT FOOTAGE</u></b>	<b><u>PARCEL % OF TOTAL FRONT FOOTAGE</u></b>	<b><u>PARCEL CONNECTION FEE (2)</u></b>
<b>Gulf Coast Town Center</b>	2,743	35.12%	\$ 120,212
<b>Wachovia Bank</b>	215	2.75%	\$ 9,422
<b>Suntrust Bank</b>	216	2.77%	\$ 9,466
<b>Cleveland Clinic</b>	731	9.36%	\$ 32,036
<b>Miromar Lakes</b>	3,905	50.00%	\$ 171,136
<b>TOTAL</b>	<b>7,810</b>	<b>100%</b>	<b>\$ 342,272</b>

**NOTES:**

- (1). Total Cost of Waterline is \$ 342,272  
(2). Parcel Connection Fee = Total Cost x Parcel's % of Total Front Footage