

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

Blue Sheet No. 20021427

1. REQUESTED MOTION:

ACTION REQUESTED: Approve & execute a "Conditional Collateral Assignment" of Lee County Utilities' capacity reservation (water and sewer) for Tollefson Development of Florida, Inc.

WHY ACTION IS NECESSARY: Board of County Commissioners' approval and the Chairman's signature is required for assignment of utility reservations.

WHAT ACTION ACCOMPLISHES: Provides financing bank for developer with additional security for the loan.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 3

C12A

3. MEETING DATE:

01-07-2003

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Ln. contract

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: David M. Owen
Chief Assistant County Attorney

7. BACKGROUND:

In September, 2002, the developer of Tropical Court on Winkler Road entered into a loan agreement with SouthTrust Bank, which as part of its securities due diligence requested an Assignment of the Lee County Utilities' capacity reservations. In order to effect such an Assignment, Board of County Commissioners' approval is required.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A	<i>[Signature]</i>	<i>OA</i>	<i>OM</i>	<i>RISK</i>	<i>GC</i>	<i>[Signature]</i>
				<i>12/9/02</i>	<i>12/10/02</i>	<i>12/11/02</i>	<i>12/10/02</i>	<i>12/20/02</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

**RECEIVED BY
COUNTY ADMIN. *RK***
12-9 1105
**COUNTY ADMIN.
FORWARDED TO: *DS***
12/12 200

CO. ATTY *12/9/02*
**FORWARDED
TO CO. ADMIN.**
11:30 AM

GRAHAM, BUILDER, JONES, PRATT & MARKS, LLP

ATTORNEYS AT LAW

J. LINDSAY BUILDER, JR.
DOUGLAS K. GARTENLAUB
JESSE E. GRAHAM
JESSE E. GRAHAM, JR.
JESSICA K. HEW
FREDERICK W. JONES*
HOWARD S. MARKS^{CO}
KEVIN SCOTT MILLER
SAMUEL M. NELSON
JAMES R. PRATT
GEOFFREY D. WITHERS
JAMES W. MARKEL - OF COUNSEL
KEITH R. WATERS - OF COUNSEL
* BOARD CERTIFIED (REAL ESTATE LAW)
^C BOARD CERTIFIED (CIVIL LITIGATION)
^{OB} BOARD CERTIFIED (BUSINESS LITIGATION)

MAILING ADDRESS:
P.O. DRAWER 1690
WINTER PARK, FL 32790-1690

DELIVERY ADDRESS:
369 N. NEW YORK AVENUE
WINTER PARK, FL 32789

TELEPHONE (407)647-4455
FACSIMILE (407)740-7063

E-MAIL: jgrahamjr@grahambuilder.com

*Margie, please forward to:
Rich Diaz*

September 3, 2002

LEE CO. REC'D
SEP 06 2002
CD/PW - 4th FL

Mr. Jim Lavender
Director
Public Works Division
Lee County Government
1500 Monroe Street
Fort Myers, Florida 33901

Re: SouthTrust Bank loan to Tollefson Development of Florida, Inc. for development of Tropical Court Subdivision/Strap No. 10-46-24-01-00062.0000/Capacity Reservation Certificate No. 2200201115
Our File No. 5658-172

Dear Mr. Lavender:

This law firm represents SouthTrust Bank (the "Bank") in connection with a loan made to Tollefson Development of Florida, Inc. ("Tollefson") for the acquisition and development of Tropical Court Subdivision in Lee County, Florida. The loan closed and title was acquired by Tollefson on September 3, 2002.

As part of the loan, the Bank required Tollefson to collaterally assign all prepaid water and sewer capacity. In that regard, a Conditional Collateral Assignment of Lee County Capacity Reservation Certificate (the "Assignment") was drafted and executed by the Bank and Tollefson. The original Assignment is enclosed herewith for processing by the County and execution by the appropriate County officer. It would be greatly appreciated if your Division would kindly process the Assignment for signature. Once the Assignment is executed, please return same to my attention.

Mr. Jim Lavender
September 3, 2002
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If there are any questions regarding the foregoing, please feel free to contact me directly.
Thank you for your assistance and cooperation in processing the Assignment.

Very truly yours,



Jesse E. Graham, Jr.

Enclosure

cc: M. Travis Williams
Jimmy Don Crawford, Esq.

Prepared by and return to:
Jesse E. Graham, Jr., Esq.
Graham, Builder, Jones, Pratt & Marks, LLP
369 N. New York Avenue
P.O. Drawer 1690
Winter Park, Florida 32790
File No. 5658-172

**CONDITIONAL COLLATERAL ASSIGNMENT
OF LEE COUNTY CAPACITY RESERVATION CERTIFICATE**

This Conditional Collateral Assignment of Lee County Capacity Reservation Certificate #2200201115 (hereinafter "Conditional Assignment" or "Agreement") is made as of this 3rd day of September, 2002 by **TOLLEFSON DEVELOPMENT OF FLORIDA, INC., a Florida corporation** (hereinafter "Borrower"), **SOUTHTRUST BANK, an Alabama corporation**, its successors and assigns (hereinafter "Lender"), and **LEE COUNTY, a political subdivision of the State of Florida** (hereinafter "County").

RECITALS:

A. Borrower is indebted to Lender in the aggregate amount ~~ONE MILLION THREE HUNDRED FOURTEEN THOUSAND AND 00/100 DOLLARS (\$1,314,000.00)~~ which indebtedness is evidenced by and subject to the terms and conditions of a certain Real Estate Note in the amount of **ONE MILLION THREE HUNDRED FOURTEEN THOUSAND AND 00/100 DOLLARS (\$1,314,000.00)** (the "Note"), a certain Real Estate Mortgage, Assignment and Security Agreement (the "Mortgage") given to secure the Note and encumbering the real property located in Lee County, Florida more particularly described in Exhibit "A" attached and incorporated by reference (the "Property"), and other loan documents executed and delivered in connection with that indebtedness (the Note, Mortgage, and other loan documents are referred to in this Agreement as the "Loan Documents"). All of the Loan Documents bear the same date as the date of this Agreement.

B. Borrower intends to develop the Property as a single-family residential subdivision and for that purpose has acquired from Lee County a Capacity Reservation Certificate #2200201115, which is evidenced by and subject to the terms and conditions of that certain Concurrency Management System Ordinance, and any amendments thereto. A copy of the Capacity Reservation Certificate #2200201115 is attached hereto as Exhibit "B" and incorporated by reference.

C. Borrower has agreed to secure payment and satisfaction of Borrower's obligations under the Loan Documents by a conditional assignment to Lender of Borrower's rights and interests in the Capacity Reservation Certificate.

D. Borrower and Lender hereby apply for the County's consent to this Conditional Assignment, subject to and in accordance with the provisions of the Lee County's current "Utilities Operations Manual" Rules, as amended from time to time (hereafter the "Rules"), and the terms and conditions contained herein.

Accordingly, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. CONDITIONAL ASSIGNMENT. Borrower hereby conditionally assigns to Lender, its successors and assigns, and grants to Lender, its successors and assigns, a conditional interest in, all of Borrower's interest, rights, obligations, and duties in the Capacity Reservation Certificate, in accordance with the terms and conditions of the Capacity Reservation Certificate and

of the Rules. Lender's right to the use of the water and sewer service capacity under the Capacity Reservation Certificate shall not be effective unless (a) Lender acquires fee simple title to the Property, and (b) the County receives written notice from Lender that it has acquired fee simple title to the Property, together with copies of such legal documents evidencing that Lender has fee simple title to the Property.

SECTION 3. COUNTY'S CONSENT TO CONDITIONAL ASSIGNMENT. The County hereby consents to the Conditional Assignment by Borrower to Lender of the rights, obligations, and duties set forth in Section 2 above and subject to the terms and conditions of this Agreement. Should Lender acquire fee simple title to the Property, the County shall have the right to require Lender to comply with the terms and conditions of the Capacity Reservation Certificate, the Rules, other applicable laws, and to pay any sewer capital charges or other rates, fees, and charges due and not yet paid pursuant to County Rate Resolutions and Ordinances.

The parties acknowledge that the County's approval of, and consent to, this Agreement in no way guarantees that the herein referenced sewer capacity will not be transferred, assigned or otherwise diminished in any way. Further, it is the intent of the parties hereto that the capacity which is the subject of the Capacity Reservation Certificate will be drawn down over a period of time for use of the property which is referenced in the Capacity Reservation Certificate unless said capacity is assigned or transferred to other property.

SECTION 4. WARRANTIES BY BORROWER. Borrower warrants to the County and Lender that:

(a) There is no other assignment of any of Borrower's rights under the Capacity Reservation Certificate to any other person, and no other person or entity has any claim or interest in the Capacity Reservation Certificate.

(b) Borrower has done no act, and has not omitted to do any act, which might prevent Borrower from, or limit Borrower in, acting under any of the provisions of this Agreement, or under the Capacity Reservation Certificate.

(c) There is no default under the terms of the Note, the Mortgage, or the Capacity Reservation Certificate, and Borrower is the sole owner of the Capacity Reservation Certificate, subject to the Rules.

(d) Borrower is not prohibited under any agreement with any other person, or under any judgment or decree, from the execution and delivery of this Agreement and the performance of every covenant of Borrower hereunder, and in the Capacity Reservation Certificate, the Note, and the Mortgage, and the meeting of each and every condition herein and therein contained.

(e) No action has been brought or threatened which would in any way interfere with Borrower's right to execute this Agreement and perform all of Borrower's obligations herein contained.

SECTION 5. COVENANTS BY BORROWER. Borrower agrees and covenants to Lender and the County that so long as Borrower is indebted to Lender, Borrower will do the following:

(a) Borrower shall fulfill, perform, and observe every condition and covenant of Borrower contained in the Capacity Reservation Certificate, the Note, and the Mortgage, including the payment of annual revenue and maintenance fees to maintain the Capacity Reservation Certificate in full force and effect pursuant to County Rate Resolutions and Ordinances, as amended from time to time, the Rules, and other applicable portions of the Lee County Code.

(b) Borrower shall give prompt notice to Lender and the County of any claim of default or forfeit, together with a complete copy of any such claim.

(c) Borrower shall not do any act prohibited by the terms of the Capacity Reservation Certificate, the Note, the Mortgage, or any other Loan Document, or do any act which would cause the Capacity Reservation Certificate to terminate.

SECTION 6. DELIVERY OF DOCUMENTS BY BORROWER. Borrower agrees to execute and deliver to Lender within five (5) days after receipt thereof, any financing statements or other documents reasonably required by Lender to perfect its conditional interests hereunder; providing same is not in violation of the Capacity Reservation Certificate and the Rules.

SECTION 7. INDEMNITY BY BORROWER. Borrower, its successors and assigns, agree to hold the County harmless from and to indemnify the County from all liability, loss, or damage and of and from all claims and demands, including costs and reasonable attorneys' fees, incurred by or asserted against the County that arise by reason of Borrower's allowing the Capacity Reservation Certificate to become "non-current" or to terminate. Borrower agrees to indemnify and hold Lender harmless against any and all liability, loss, or damage under or by reason of this Agreement and of and from all claims and demands whatsoever which may be asserted against Lender by reason of an act of Borrower under this Agreement or under the Capacity Reservation Certificate.

SECTION 8. INDEMNITY BY LENDER. Lender, its successor and assigns, agree to indemnify and hold the County harmless from any and all liability, loss or damage (including reasonable costs and attorney's fees through the appellate level) which arise from or are in any way related to this Agreement.

SECTION 9. EVENTS OF DEFAULT BY BORROWER. The occurrence of any one or more of the following events shall constitute an event of default by Borrower:

(a) Default by Borrower in the performance or observance of any covenant contained in this Agreement.

(b) The existence of any default under the Note, the Mortgage, or other Loan Documents, which default is uncured within any applicable grace period.

(c) The failure by Borrower to meet any conditions set forth in the Capacity Reservation Certificate or to maintain the Capacity Reservation Certificate in full force and effect.

SECTION 10. LENDER'S RIGHTS AND REMEDIES AGAINST BORROWER. Upon the occurrence of one or more of the foregoing events of default, Lender shall have, in addition to any other rights and remedies, all of the remedies of a secured party under the Florida Uniform Commercial Code against Borrower, subject to the terms and conditions set forth in this Agreement.

SECTION 11. INCORPORATION OF TERMS BY REFERENCE. The terms and conditions of the Note, the Mortgage, the other Loan Documents, the Capacity Reservation Certificate, and the Rules are hereby incorporated by reference.

SECTION 12. TERMINATION OF THIS AGREEMENT. Upon satisfaction, release, take out, or termination of the Note and the Mortgage, this Agreement shall automatically terminate and become null, void, and of no further force and effect.

SECTION 13. NOTICE; PROPER FORM. Any notices required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered (whether or not actually received) when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (c) by courier, addressed to a party at the address set forth opposite the party's name below, or at such

other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Borrower: TOLLEFSON DEVELOPMENT OF FLORIDA, INC.
710 E. Grand Street
Clermont, Florida 34711
Attention: Thomas M. Rider
Vice President

Lender: SOUTHTRUST BANK
135 W. Central Boulevard
Orlando, Florida 32801
Attn: M. Travis Williams
Vice President

With Copies to: GRAHAM, BUILDER, JONES, PRATT & MARKS, LLP
369 North New York Ave., 3rd Fl.
P.O. Drawer 1690
Winter Park, Florida 32790
Attn: Jesse E. Graham, Jr., Esq.

County: LEE COUNTY UTILITIES DEPARTMENT
Fiscal & Customer Service Dept.

Attn: Director, Utilities Department

SECTION 14. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason thereof, to or for the benefit of any third party not a formal party hereto.

SECTION 15. RECORDATION OF AGREEMENT. The parties hereto agree that an executed copy of this Agreement shall be recorded at the expense of Borrower in the Official Records of Lee County, Florida.

SECTION 16. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other part of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 17. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

SECTION 18. MODIFICATION TO AGREEMENT. Modification to and waivers of the provisions herein shall be made by the parties in writing.

SECTION 19. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties related to the matter contained herein.

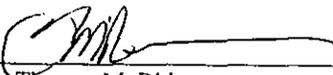
SECTION 21. CROSS DEFAULT OF NOTE AND MORTGAGE. By its execution and delivery of this Agreement, Borrower covenants and agrees that an event of default under this Agreement shall constitute an event of default under each of the Note and the Mortgage.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

"Borrower"

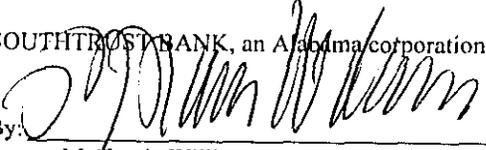
TOLLEFSON DEVELOPMENT OF FLORIDA, INC., a Florida corporation

{CORPORATE SEAL}

By: 
Thomas M. Rider
As its: Vice President

"Lender"

SOUTHTRUST BANK, an Alabama corporation

By: 
M. Travis Williams
As its: Vice President

"County"

LEE COUNTY

By: _____
Print Name:
As its:

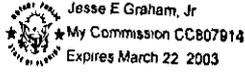
Attest:

By: _____
Print Name:
As its:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of August, 2002 by Thomas M. Rider as Vice President of TOLLEFSON DEVELOPMENT OF FLORIDA, INC., a Florida corporation, on behalf of the corporation. He is either [] personally known to me or [] has produced Devin's license as identification.

Notary Seal:

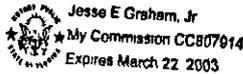


[Signature]
Notary Public

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of August, 2002 by M. Travis Williams as Vice President of SouthTrust Bank, an Alabama corporation, on behalf of the corporation. He is either [] personally known to me or [] has produced _____ as identification.

Notary Seal:



[Signature]
Notary Public

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of September, 2002 by _____ and _____ as _____ and _____, respectively of LEE COUNTY, a political subdivision of the State of Florida, on behalf of the political subdivision. They are either [] personally known to me or [] have produced _____ as identification.

Notary Seal:

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lot 62 and the North ½ of Lot 61, SEMINOLE GARDENS, according to the plat thereof as recorded in Plat Book 4, Page 65, Public Records of Lee County, Florida; less and except road right-of-way heretofore conveyed to the County of Lee, as recorded in Official Records Book 260, Page 438, Public Records of Lee County, Florida

Strap No. 10-46-24-01-00062.0000

EXHIBIT B

Capacity Reservation Certificate #2200201115



Lee County Utilities Water/Sewer Service Fee Receipt

01/25/02

STRAP No.: 10-46-24-01-00062.0000

Type of Service Combination

Case No.:LWS2002-00126

Owner Name: RUSSELL WAYNE G CO-TR +

Owner Telephone:

Owner Address:4291 FULTON CIR

Project Name: TROPICAL COURT

Description: PRE-PAID CAPACITY FEES 50% & REVIEW FEES

Job Address: 17150 WINKLER RD

Subdivision TROPICAL COURT

Lot:
Block:

Contractor/Agent: TOLLEFSON DEVELOPMENT INC

Mailing Address: 900 W 128TH ST, SUITE 107
BURNSVILLE MN 55337-2456

Directions

Fees:

Prepaid Water Connection-LCU	\$20,435.00
Prepaid Sewer Connection-LCU	\$29,200.00
Water & Sewer Plan Review	\$585.00
Total Fee Amount:	\$50,220.00
Total Amount Paid:	\$50,220.00
Total Amount Due	0.00

TO GUARANTEE THE PAYMENT OF ANY AND ALL INDEBTEDNESS FOR WATER AND/OR SEWER SERVICES WHICH MAY BE OR BECOME DUE TO UTILITIES DEPARTMENT (HEREINAFTER CALLED THE DEPARTMENT) BY SAID CUSTOMER. CUSTOMER AGREES THAT SUCH DEPOSIT OR ANY PART THEREOF MAY BE APPLIED BY THE DEPARTMENT AT ANY TIME IN SATISFACTION OF SAID GUARANTEE. THAT AFTER SUCH APPLICATION THE REMAINDER THEREOF MAY BE APPLIED IN DISCHARGE OF ANY INDEBTEDNESS OF THE CUSTOMER TO THE DEPARTMENT WHATSOEVER AND THAT THE DEPARTMENT MAY USE SAID DEPOSITS AS IF THE DEPARTMENT WERE THE ABSOLUTE OWNER THEREOF, UPON DISCONTINUANCE OF ANY OR ALL SERVICES COVERED BY THIS DEPOSIT, AND THE PRESENTATION OF THIS RECEIPT AND PROPER IDENTIFICATION IF REQUIRED. THE DEPARTMENT AGREES TO REFUND TO THE CUSTOMER THAT PORTION OF THE DEPOSIT APPLYING TO THE SERVICE OR SERVICES DISCONTINUED, LESS ANY AMOUNTS THEN DUE THE DEPARTMENT.

THIS DEPOSIT SHALL NOT PRECLUDE THE DEPARTMENT FROM DISCONTINUING FOR NONPAYMENT ANY AND ALL SERVICES COVERED BY THIS DEPOSIT REGARDLESS OF THE SUFFICIENCY OF SAID DEPOSIT TO COVER SUCH INDEBTEDNESS FOR SUCH SERVICES.

RENDERING OF SERVICES COVERED BY THIS DEPOSIT RECEIPT IS SUBJECT TO CLEARANCE FROM OUR ENGINEERING AND ACCOUNT DEPARTMENTS.

- I HEREBY REQUEST AND AUTHORIZE LEE COUNTY UTILITIES DEPARTMENT TO SUPPLY WATER AND/OR SEWER SERVICE TO THE ABOVE DESCRIBED PROPERTY UNTIL RECEIPT OF FORMAL NOTICE FROM ME REQUESTING DISCONTINUANCE OF SUCH WATER AND/OR SEWER SERVICE
- I AGREE TO PROMPTLY PAY FOR SAID WATER AND/OR SEWER SERVICE AT THE RATES ESTABLISHED BY THE LEE COUNTY UTILITIES DEPARTMENT AND WITHIN THE TIME PERIODS DELINEATED IN THE DEPARTMENT OF LEE COUNTY UTILITIES OPERATIONS MANUAL.
- I HEREBY AGREE TO ABIDE BY THE RULES AND REGULATIONS APPLICABLE TO SAID WATER AND/OR SEWER SERVICE AS DELINEATED IN THE DEPARTMENT OF LEE COUNTY UTILITIES OPERATIONS MANUAL.

Owner/Contractor: _____ Identification: _____



Receipt #: 2200201115 .

Date: 1/25/02

Line Items:

Case No	Tran Code	Description	Revenue Account No.	Amount Due
50220.00		Water & Sewer Plan Review	0D5360048700.343900.9001	\$585.00
LWS2002-00126		Prepaid Sewer Connection-LCU	48713.220030	\$29,200.00
LWS2002-00126		Prepaid Water Connection-LCU	48712.220030	\$20,435.00

Payments:

Method	Payer	Bank No	Acct Check No	Amount Paid
Check	TOLLEFSON DEVELOPMENT INC	1996	33819	\$50,220.00
TOTAL AMOUNT PAID:				\$50,220.00



LEE COUNTY
SOUTHWEST FLORIDA

ESTIMATED FEE QUOTE
BASED ON INFORMATION RECEIVED FROM YOUR FIRM.
(CALCULATION OF CONNECTION/CAPACITY FEES TO BE PRE-PAID)

Project Name:	<u>TROPICAL COURT</u>	Quote To:	<u>AVALON ENGINEERING</u>	FAX:	<u>549-3295</u>
	<u>10-46-24-01-00062.0000</u>		<u>Water</u>		<u>Waste-water</u>
♦ Single-Family Residential (Individually metered residential units)	Units <u>38</u>	X \$1,020.00 = \$	<u>38,760.00</u>	Units <u>38</u>	X \$1,460.00 = \$ <u>55,480.00</u>
♦ Multi-family Residential (Master-metered residential units)	Units _____	X \$ 816.00 = \$ _____		Units _____	X \$1,168.00 = \$ _____
♦ Commercial, Industrial, Other. Based on Meter Size	Size <u>1"</u>	Quantity <u>1</u>	X \$ 2,550.00 = \$ <u>2,550.00</u>	Quantity <u>1</u>	X <u>3,650.00</u> = \$ <u>3,650.00</u>
		Quantity _____	X \$ _____ = \$ _____	Quantity _____	X _____ = \$ _____
♦ Other - (Pump Station)		Quantity _____	X \$ _____ = \$ _____	Quantity _____	X _____ = \$ _____
Total Connection Fees:	Water \$ <u>41,310.00</u>	+ Waste-water \$ <u>59,130.00</u>	= \$ <u>100,440.00</u>		
♦ Plan Review Fees:	Units/ERCs <u>38</u>	x \$15.00 = \$ <u>570.00</u>	+ \$45.00 (Base Fee) = \$ <u>615.00</u>		
Due Upon Submittal:	50% Water \$ <u>20,655.00</u>	+ 50% Waste-water \$ <u>29,565.00</u>	+ Review Fees \$ <u>615.00</u>		

PLEASE MAKE CHECK PAYABLE TO 'LEE COUNTY BOCC'

****PLEASE NOTE: THE REMAINING 50% (\$ 50,220.00) OF THE WATER AND SEWER FEES
WILL BE DUE PRIOR TO PLACING THE SYSTEM INTO SERVICE****

****THIS QUOTE IS SUBJECT TO CHANGE UPON REVIEW OF PROJECT AND/OR CHANGE IN DEVELOPMENT**
**SECURITY DEPOSITS, DROP-IN FEES/TAP-IN FEES AND ANY ADDITIONAL CAPACITY FEES WILL BE DUE UPON
REQUESTS FOR METERS & PRIOR TO METER INSTALLATIONS****

Completed by: J. Hasey Date: 10/22/01 Reviewed by: Shawn Smith Date: 10/22/01

Aug 28 02 11:08a
 Nov 16 01 02:30p
 Thomas Rider
 Ravalon Engineering
 239-542-8065
 941-549-3295
 P. 15
 P. 2
 SENT BY: LEE CO UTILITIES
 941 419 8170
 OCT-22-01 10:00
 Page 1/1