

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

DATE CRITICAL
Blue Sheet No. 20040612

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Chairman to execute the Turnaround Agreement with WCI Communities, Inc. (WCI), for the construction of a turnaround approximately 700 feet east of the end of Coconut Road.

WHY ACTION IS NECESSARY: Construction of the turnaround will be necessary if the Board approves a subsequent Petition to Vacate requested by WCI for the westerly 700± feet of Coconut Road.

WHAT ACTION ACCOMPLISHES: Allows WCI to construct a turnaround to serve Coconut Road if the Board approves a subsequent Petition to Vacate a portion of Coconut Road

2. DEPARTMENTAL CATEGORY: 12
COMMISSION DISTRICT # 3

A12A

3. MEETING DATE:

05-25-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: 10 Min

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
- B. DEPARTMENT _____
- C. DIVISION _____

BY: *John J. Fredyma*
John J. Fredyma
Assistant County Attorney

7. BACKGROUND: WCI will be seeking to submit a Petition to Vacate the westerly 700± feet of Coconut Road, a portion of Viewer's Road created on February 21, 1931 (CCMB 6, Page 353). If approved the vacation would result in a road configuration without a turnaround. WCI is proposing to construct a turnaround approximately 700 feet east of the westerly end of Coconut Road.

WCI will be responsible for costs of design, permitting and construction of the new turnaround, and will indemnify Lee County from all claims, litigation costs and attorney's fees resulting from the design, permitting and construction of the new turnaround. The turnaround will be designed to County standards. Upon final inspection, WCI will request the County to accept the dedication of and assume maintenance of the new turnaround pursuant to Lee County Administrative Code 11-7 and will post a two-year maintenance bond consistent with the Administrative Code.

County Staff has reviewed the Turnaround Agreement and offers no objection to the terms of the agreement.

The Office of the County Attorney recommends that the Board approve and execute the attached Turnaround Agreement so that WCI may proceed with the Petition to Vacate.

Attachment: Turnaround Agreement with exhibits and sketches (labeled 042604/1440 in the footer)

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>	OA <i>RK 5/12</i>	OM <i>5/12/04</i>	RISK <i>5/12/04</i>	GC <i>5/12/04</i>	<i>[Signature]</i> 5-13-04

10. COMMISSION ACTION:

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

CO. ATTY.
FORWARDED
TO CO. ADMIN.
5/12/04 3:24

RECEIVED BY
COUNTY ADMIN. *[Signature]*
5/12/04
3:20 pm set
COUNTY ADMIN
FORWARDED TO: *[Signature]*
5-13-04
3:30 pm

05

TURNAROUND AGREEMENT

THIS TURNAROUND AGREEMENT ("*Agreement*") is entered into this _____ day of _____, 2004, by and between **WCI COMMUNITIES, INC.**, a Delaware Corporation, registered to do business in the State of Florida ("*WCI*"); and **LEE COUNTY**, a political subdivision of the STATE OF FLORIDA ("*County*").

RECITALS

- A. WCI is the owner of certain property in Section 7, Township 47 South, Range 25 East, Lee County, Florida. This property is part of the Pelican Landing Development of Regional Impact (DRI), approved pursuant to DRI Development Order (DO) #1-9293-121 and commercial zoning (Resolution #Z94-014, as amended).
- B. The County claims it holds rights for the benefit of the public in approximately 700 linear feet of a roadway also located in Section 7, Township 47 South, Range 25 East, Lee County, Florida, and more particularly, within the WCI Marina Parcel as described in attached Exhibit "B" (hereinafter "*WCI Marina Parcel*"). This roadway is a portion of Coconut Road, also currently known as Coconut Point Marina Drive, and more particularly described in attached Exhibit "A-1" (hereinafter "*Coconut Point Marina Drive*"). Coconut Point Marina Drive currently bisects a portion of the WCI Marina Parcel.
- C. The County's position is that Coconut Point Marina Drive was created as part of a Viewers' Road on February 21, 1931 and recorded in the Public Records of Lee County at County Commission Minutes Book (CCMB) 6, PG 353, and that Coconut Point Marina Drive is currently used by the public and County School District as a turnaround, and by public safety, EMS and fire district personnel for emergency purposes. The County also asserts it has made improvements to this portion of Coconut Road over the years. WCI's position is that WCI owns Coconut Point Marina Drive as a private drive, received entitlements issued by Lee County over property claimed as Viewers' Road, and WCI has expended substantial funds to maintain Coconut Point Marina Drive, including grading, repairing potholes, placing the asphalt overlay and clearing debris.
- D. The County also holds rights in a portion of Coconut Road, relocated pursuant to the terms of an Easement Agreement, first approved by the Lee County Board of County Commissioners ("*Board*") on September 15, 1998 (Administrative Agenda Item #11b), as amended, and subsequently conveyed to the County by Warranty Deed of WCI dated October 28, 1999 and recorded in the Public Records of Lee County, Florida, at Official Records Book 03421, Page 1095 ("*Relocated Coconut Road*").

- E. WCI and the County desire to resolve their differences regarding Coconut Point Marina Drive and to terminate any public interest in Coconut Point Marina Drive and a portion of Relocated Coconut Road described in attached Exhibit "A-2," in exchange for certain other improvements for the public benefit. As an inducement to the County for approving a Petition to Vacate ("*Petition to Vacate*") to terminate the public's rights to Coconut Point Marina Drive and a portion of Relocated Coconut Road described in substantial conformity in attached Exhibit "A-2," WCI has agreed to construct (at WCI's sole expense) and dedicate to the County, a public turnaround, to be located immediately to the east of Coconut Point Marina Drive, the configuration of which is depicted and described in substantial conformity in attached Exhibit "C" (hereinafter "*Turnaround*"). If the final approved design of the Turnaround locates any drainage outside of the right-of-way under the County's ownership and control, then WCI must also provide the County with an easement to accommodate appurtenant drainage and, to the extent the drainage lies outside of the remaining, existing road right-of-way for Coconut Road, the right, but not the obligation on the part of the County to maintain the same.
- F. Upon proper completion of the Turnaround, and at WCI's request, the County will accept ownership and maintenance of the Turnaround and right-of-way as set forth herein.
- G. It is understood by the parties if the Petition to Vacate is not subsequently approved by the Board, then this Agreement will have no further force or effect.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and Ten and xx/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and incorporated into this Agreement.
2. The letter dated June 22, 1999, from Edward R. Griffith, Vice President of WCI, to Walter J. McCarthy, Director of Development Services of the Lee County Department of Community Development, attached hereto as Exhibit "D," regarding public access into Coconut Point Marina, is rescinded and null and void.
3. A. Prior to the Public Hearing for the requested Petition to Vacate Coconut Point Marina Drive and the portion of Relocated Coconut Road as described in substantial conformity in attached Exhibits "A-1" and "A-2," respectively, WCI must deliver to the Lee County Attorney's Office (to be held in trust), a temporary, non-exclusive easement to accommodate drainage appurtenant to the Turnaround and, to the extent necessary,

drainage for the remaining, existing road right-of-way for Coconut Road ("*Temporary Drainage Easement*"). The Temporary Drainage Easement must include the right, but not the obligation on the part of the County to maintain the same. The Temporary Drainage Easement must also provide that it will automatically become a permanent easement if the Turnaround is not completed as provided for in this Agreement.

- B. If the final approved design of the Turnaround includes drainage within the right-of-way under the County's ownership and control, then the County agrees to execute and deliver to WCI, if necessary, a release of any rights of drainage unnecessary for the Turnaround.
 - C. If the final approved design of the Turnaround locates any drainage structure(s) outside of the right-of-way under County ownership and control, then WCI, as part of the County's final acceptance of the Turnaround, must provide the County with a permanent easement for drainage, including a right of access for maintenance and the right, but not the obligation to maintain those drainage facilities. If required, the permanent easement must be provided at the time the Turnaround is conveyed to the County.
4. Upon completion of construction and County acceptance of the Turnaround, WCI agrees to execute and deliver to the County a Warranty Deed, in a form acceptable to the County Attorney, conveying the Turnaround to the County. The obligations of WCI hereunder are dependent upon the Board granting the Petition to Vacate Coconut Point Marina Drive and the portion of Relocated Coconut Road as described in attached Exhibit "A-2." The vacation of Coconut Point Marina Drive and portion of Relocated Coconut Road described in attached Exhibit "A-2," if approved by the Board, will release the public's right(s) in the portion of the roadways described in attached Exhibits "A-1" and "A-2." The County will, if requested by WCI, execute and deliver to WCI a deed, in statutory form consistent with §125.411, F.S., conveying any remaining interest which the County may have in the vacated portion of Coconut Point Marina Drive and the portion of Relocated Coconut Road described in attached Exhibit "A-2. The Turnaround must be completed by WCI within 24 months after the approval and full execution by the parties of this Agreement and any approvals deemed necessary for the construction of the Turnaround, but in all cases by December 31, 2007, unless extended by mutual agreement of the parties. The County agrees to timely process and review any development order or development order application, and any other related permits necessary for construction of the Turnaround.
5. Upon execution and delivery of this Agreement, WCI agrees to provide a temporary license, in the form attached hereto as Exhibit "E," to the Lee County School Board for regular run buses to use the Coconut Point Marina Drive for

turnaround purposes. This temporary license will remain in effect until the issuance of the certificate of completion for the Turnaround, and acceptance by Lee County for ownership and maintenance. Acceptance by the County of the Turnaround will be scheduled within 30 days of the submission of the request for acceptance. If the County declines to accept the Turnaround for ownership and maintenance within 120 days after the submission of the request for acceptance, the temporary license may, as WCI's option, be terminated upon ten (10) days written notice to the County.

6. WCI agrees it is responsible for obtaining all required permits and approvals, and WCI is responsible for compliance with all applicable duly adopted County, State and Federal regulation for the Turnaround. However, the County agrees to cooperate and assist with WCI in obtaining all required permits for the Turnaround. To the extent the County owns the right-of-way of Coconut Road where the Turnaround location is proposed, it consents to the construction of the Turnaround. If required, the County agrees to provide any and all authorizations required by the County, or other government agencies, to obtain the necessary permits to construct the turnaround for property owned by Lee County. The County agrees to cooperate in the approval of any applicable deviations or relief from the Land Development Code reasonably requested to facilitate construction of the Turnaround, including but not limited to Land Development Code Section 10-296(K)(4) to increase the maximum length of a cul-de-sac road from 500 feet to approximately 1,200 feet, if necessary.
7. WCI agrees, at its sole expense, to repair, relocate or reconstruct any public utilities, including but not limited to, water, sewer, gas, power, telephone and cable television affected directly by the construction of the new Turnaround.
8. WCI is responsible for the design of the Turnaround and will maintain architectural control of its building materials, finishes, design features, amenities and character, subject to the following minimum requirements:
 - A. School District Minimum Specifications: The turnaround pavement must have a minimum curb-to-curb diameter of 96 feet.
 - B. Servicing Fire Rescue District Minimum Specifications: The turnaround pavement must meet Lee County minimum standards, must utilize mountable curbing, and any landscaping elements must be set back in the island.
 - C. Lee County Minimum Specifications: In addition to those requirements for a County maintained road as set forth in the Lee County Land Development Code, the Turnaround must have a minimum diameter of 90' and minimum radius of 45' to the outside edge of the pavement.

9. Any request by WCI to landscape the real property conveyed for the Turnaround must be reviewed and approved by the County. Such approval will not be unreasonably withheld. WCI, for itself, its successors and/or its assigns, agrees to maintain any landscaping or related features or amenities of the Turnaround in reasonable condition. The County will not be responsible for maintaining any of the landscaping or related features or related amenities of the Turnaround in the event WCI, its successor and/or its assigns fails in this regard. It is intended that this condition will survive the subsequent vacation and completion of construction of the Turnaround.
10. Upon the Board of County Commissioners' approval of this Agreement and prior to the Public Hearing for the Petition to Vacate Coconut Point Marina Drive and the portion of Relocated Coconut Road as described in attached Exhibit "A-2." WCI will post either a bond, letter of credit or escrow agreement, in an amount equal to 110% of the cost of construction of the new Turnaround. The cost of construction will be determined by the project engineer's certified cost estimate of construction of the new Turnaround. The certificated cost estimate must be reviewed and approved by the County. Such approval will not be unreasonably withheld.
11. Upon completion of the Turnaround and its acceptance for ownership and maintenance by the County in accordance with Lee County Administrative Code (AC) Section 11-7, the temporary license granted in Condition 5 will be terminated by WCI, and the County will release any bond, letter of credit or other escrow posted by WCI to guarantee the construction of the Turnaround. However, when the 110% construction bond terminates, a two-year surety bond or letter of credit, in an amount equal to 10% of the cost of construction of the new Turnaround, will be required and will continue in full force and effect for a period of two years from the date the Turnaround is completed and a Certificate of Completion ("CC") issued by the County. The two-year surety bond or letter of credit applies to the Turnaround described in Exhibit "C," and will serve as a warranty against defects in materials and workmanship of the constructed roadway.
12. It is understood and agreed by the parties that there may be changes in traffic flow required to complete the construction and operation of the Turnaround.
13. The County accepts no legal responsibility for the Turnaround prior to the acceptance of the Turnaround for ownership and maintenance. WCI agrees to indemnify, hold harmless and defend the County from and against all claims, actions, judgments and liabilities, including reasonable litigation costs and attorney's fees, due to any act or omission by WCI, its agents, employees, or subcontractors, that arise during the construction of the Turnaround. A Certificate of Insurance naming Lee County as "also insured" must be issued and provided to the County as a condition of the issuance of the Development

Order to allow WCI to construct the Turnaround. This insurance must remain in effect until such time as the Turnaround has been accepted for ownership and maintenance under Lee County Administrative Code (AC) Section 11-7. The insurance coverage required herein will cover all losses associated with the construction of the roadway due to damage or injury to persons or property occasioned by WCI, its agents, employees, or subcontractor's neglect or misconduct. WCI is responsible for meeting any deductibles.

14. The Board of County Commissioners hereby authorizes its Chairman or its County Manager, or his designee, to accept and execute all documents on behalf of the County and to do all other things prudent and necessary to effectuate the terms of this Agreement as contemplated herein.
15. If any party violates any of the provisions set forth in this Agreement, the other party will be entitled to seek injunctive relief, specific performance, and any other appropriate remedy available at law or in equity or otherwise, including attorneys' and expert fees.
16. This Agreement binds and inures to the benefit of the parties, as well as their respective legal representatives, successors and assigns.
17. This Agreement must be construed, and its performance enforced under Florida Law.
18. This Agreement is the entire agreement between the parties and will not be modified or replaced except by another signed written agreement.
19. This Agreement may be executed in separate counterparts, each of which will be deemed an original, and all of such counterparts together will constitute one and the same instrument.
20. If the Petition to Vacate is not approved by the Board, then this Agreement will become null and void.
21. No Roads Impact Fee Credits will be issued by the County for the construction and subsequent conveyance of the Turnaround to the County.

[End of provisions.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals intending to be bound the day and year first written above.

WCI Communities, Inc.
*A Delaware Corporation, registered to do
Business in the State of Florida*

Witnesses:

1st Witness Signature

Type or Print Name of 1st witness

2nd Witness Signature

Type or Print Name of 2nd witness

By: _____
[Signature]

[Type or print name]

[Corporate title]

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Agreement was acknowledged before me this ____ day of _____, 2004, by _____, as _____, of WCI Communities, Inc., a Delaware Corporation, registered to do business in the State of Florida, on behalf of the Corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

Serial Number (if any): _____

My commission expires: _____

Approved and accepted for and on behalf of Lee County, Florida, this ____ day
of _____, 2004.

ATTEST:
Charlie Green, Ex-Officio Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
John J. Fredyma
Assistant County Attorney
Office of County Attorney

EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit "A-1" Coconut Point Marina Drive - the legal description and sketch to be used for the Petition to Vacate.

Exhibit "A-2" The legal description and sketch of the portion of Relocated Coconut Road to be used for the Petition to Vacate.

Exhibit "B" WCI Marina Parcel - the legal and sketch.

Exhibit "C" Turnaround - the legal and sketch for the new turnaround.

Exhibit "D" June 22, 1999 letter between Griffith/McCarthy.

Exhibit "E" Temporary License from WCI to School District

January 22, 2004

REVISED DESCRIPTION

**VIEWER'S ROAD VACATION
SECTION 7, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA**

A tract or parcel of land being a portion of a Viewer's Road recorded in County Commissioner's Minutes Book 6, at Page 353 of the Public Records of Lee County Florida, lying in the south one-half (S-1/2) of Government Lot 2, Section 7, Township 47 South, Range 25 East, Lee County, Florida, said tract or parcel being described as follows:

From the southeast corner of said Government Lot 2 run S 89° 40' 05" W along the south line of said Government Lot 2 for 25.00 feet to an intersection with the east line of that portion of Coconut Road (50 feet wide) vacated in Official Record Book 3030, at Page 1670 said public records; thence run the following six (6) courses along the easterly, southerly and southwesterly lines of said vacated Coconut Road; S 01° 06' 57" E for 25.00 feet; S 89° 40' 05" W for 1065.48 feet; N 03° 20' 55" W for 17.15 feet to a point on a non-tangent curve; northwesterly along an arc of a curve to the right of radius 184.00 feet (chord bearing N 35° 03' 44" W) (chord 189.87 feet) (delta 62° 07' 20") for 199.50 feet to a point of tangency; N 04° 00' 04" W for 121.97 feet to a point of curvature; northwesterly along an arc of a curve to the left of radius 130.00 feet (chord bearing N 41° 15' 37" W) (chord 157.41 feet) (delta 74° 31' 05") for 169.08 feet to the Point of Beginning.

From said Point of Beginning run S 82° 18' 05" W for 698.67 feet; thence run N 7° 41' 55" W for 50.00 feet; thence run N 82° 18' 05" E for 699.19 feet to a point on a non-tangent curve; thence run easterly along an arc of a curve to the right of radius 139.59 feet (chord bearing S 86° 57' 46" E) (chord 12.26 feet) (delta 05° 02' 03") for 12.27 feet to an intersection with the westerly line of that portion of Coconut Road described in Official Record Book 3216, Pages 2552 through 2554, said public records, and a point on a non-tangent line; thence run S 00° 27' 45" E along said westerly line for 42.12 feet to an intersection with the northerly line of that portion of Coconut Road vacated in Official Record Book 3030, at Pages 1670 through 1675, said public record; thence run S 82° 20' 08" W along said northerly line for 50.07 feet to an intersection with the southwesterly line of said vacated Coconut Road and a point of cusp; thence run easterly along said southwesterly line, along an arc of a curve to the right of radius 130.00 feet (chord bearing S 88° 05' 31" E) (chord 43.24 feet) (delta 19° 08' 43") for 43.44 feet to the Point of Beginning.

Parcel contains 0.81 acres, more or less.

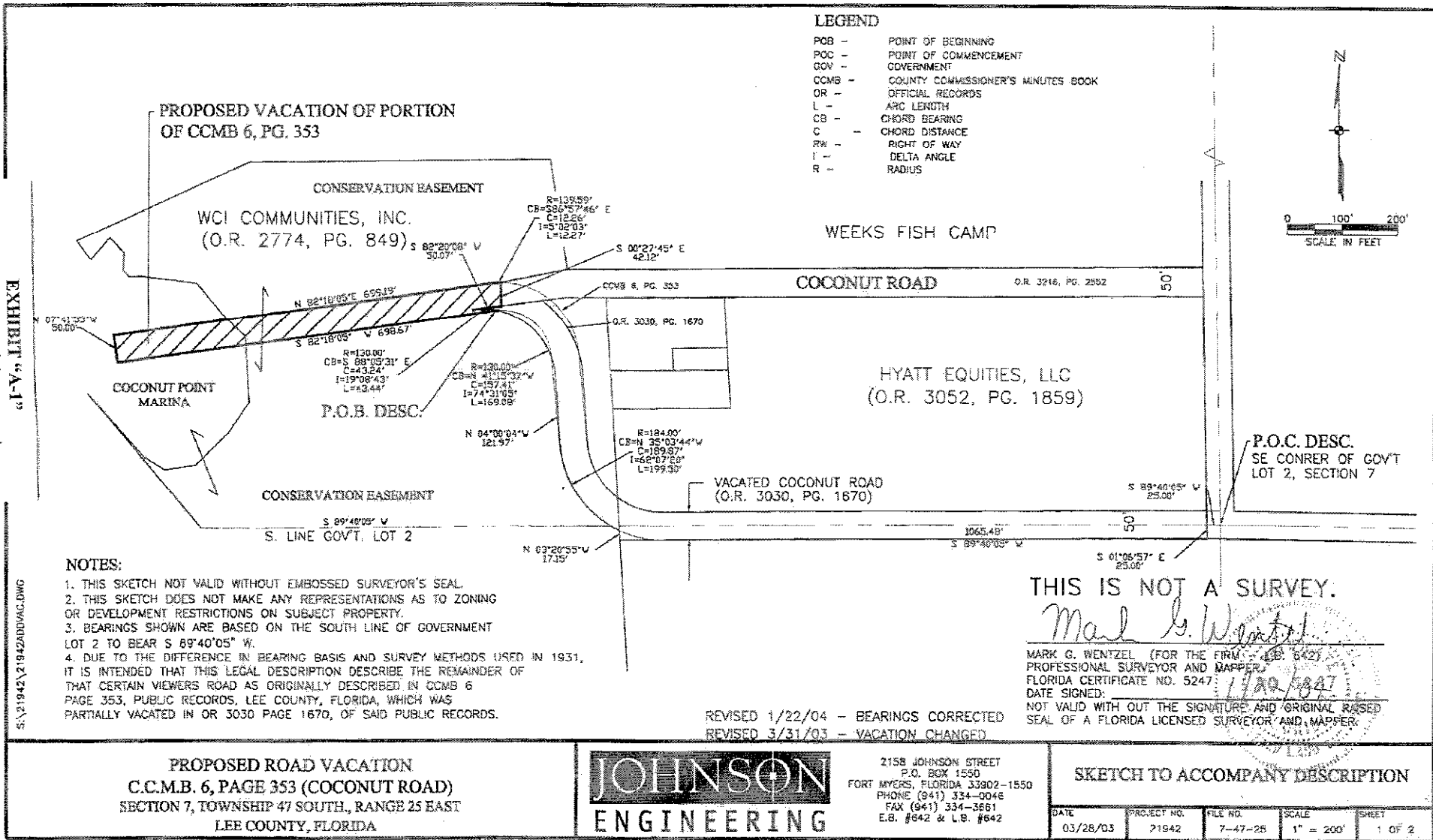
Bearings hereinabove mentioned are based on the south line said Government Lot 2 to bear S 89° 40' 05" W.

SHEET 2 OF 2

21942 Vacation of ccmh 6 353 rev012204

EXHIBIT "A-1"
To Turnaround Agreement
Page 2 of 2

2158 Johnson Street • Post Office Box 1550 • Fort Myers, Florida 33902-1550
(239) 334-0046 • Fax (239) 334-3661



NOTES:

1. THIS SKETCH NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATIONS AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PROPERTY.
3. BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO BEAR S 89°40'05" W.
4. DUE TO THE DIFFERENCE IN BEARING BASIS AND SURVEY METHODS USED IN 1931, IT IS INTENDED THAT THIS LEGAL DESCRIPTION DESCRIBE THE REMAINDER OF THAT CERTAIN VIEWERS ROAD AS ORIGINALLY DESCRIBED IN CCMB 6 PAGE 353, PUBLIC RECORDS, LEE COUNTY, FLORIDA, WHICH WAS PARTIALLY VACATED IN OR 3030 PAGE 1670, OF SAID PUBLIC RECORDS.

THIS IS NOT A SURVEY.

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM - L.S. #642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5247
 DATE SIGNED: 1/22/04
 NOT VALID WITH OUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISED 1/22/04 - BEARINGS CORRECTED
 REVISED 3/31/03 - VACATION CHANGED

PROPOSED ROAD VACATION
C.C.M.B. 6, PAGE 353 (COCONUT ROAD)
 SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA



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

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03/28/03	71942	7-47-25	1" = 200'	1 OF 2

S:\191942\191942\RDVAC.DWG



A CECI GROUP COMPANY

CECI Group Services

Civil Engineering

Planning Services

Survey & Mapping

Coastal Engineering

Real Estate Appraisal

Website: www.coastalengineering.com

EXHIBIT "A-2"

LEGAL DESCRIPTION
WCI COCONUT POINT "VACATION" PARCEL

A PARCEL OF LAND LYING IN THE SOUTH HALF (S-1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS PREVIOUSLY CONVEYED IN DEED TO LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 3216, PAGE 2552 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 SAID POINT ALSO BEING THE EAST QUARTER CORNER OF SAID SECTION 7, RUN S 89°40'05" W ALONG THE SOUTH LINE OF SAID LOT 2 FOR 1106.22 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THOSE LANDS RECORDED IN O.R. BOOK 3052, PAGE 1854 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE ALONG SAID WESTERLY LINE N 00°46'02" E FOR 210.01 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS RECORDED IN O.R. BOOK 1677, PAGE 3516 OF SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS N 03°20'55" W 202.00 FEET TO THE SOUTH LINE OF COCONUT ROAD DEED AS RECORDED IN O. BOOK 3216, PAGE 2552 OF SAID PUBLIC RECORDS; THENCE ALONG SAID COCONUT ROAD DEED S 89°40'05" W 75.50 FEET; THENCE S 82°20'04" W 77.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 82°20'04" W 38.67 FEET; THENCE N 00°27'45" W 42.12 FEET; THENCE N 78°46'31" E 28.06 FEET TO A POINT ON A CIRCULAR CURVE AND POINT OF NON-TANGENCY; THENCE 44.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 42°52'41" AND A CHORD DISTANCE OF 43.86 FEET, BEARING S 14°42'47" E TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON ARE BASED ON THE EAST BOUNDARY LINE OF PELICAN'S NEST UNIT ONE, PLAT BOOK 41, PAGES 58 THROUGH 60, LEE COUNTY, FLORIDA.

THE ABOVE DESCRIBES APPROXIMATELY 1,300 SQUARE FEET OF LAND.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464



RICHARD J. EWING, V.P.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CEC FILE NO. 03.117
DATE: 5-5-09

EXHIBIT "A-2"
To Turnaround Agreement
Page 1 of 2



A CECI GROUP COMPANY

CECI Group Services

Civil Engineering

Planning Services

Survey & Mapping

Coastal Engineering

Real Estate Appraisal

Website: www.coastalengineering.com

EXHIBIT "B"

LEGAL DESCRIPTION
WCI COCONUT POINT MARINA PARCEL

A PARCEL OF LAND LYING IN THE SOUTH HALF (S-1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 SAID POINT ALSO BEING THE EAST QUARTER CORNER OF SAID SECTION 7, RUN S 89°40'05" W ALONG THE SOUTH LINE OF SAID LOT 2 FOR 1166.22 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THOSE LANDS RECORDED IN O.R. BOOK 3052, PAGE 1854 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY LINE N 00°46'02" E FOR 210.01 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS RECORDED IN O.R. BOOK 1677, PAGE 3516 OF SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS N 03°20'55" W 202.00 FEET TO THE SOUTH LINE OF COCONUT ROAD DEED AS RECORDED IN O. BOOK 3216, PAGE 2552 OF SAID PUBLIC RECORDS; THENCE ALONG SAID COCONUT ROAD DEED FOR THE FOLLOWING FOUR (4) COURSES:
S 89°40'05" W 75.50 FEET;
S 82°20'04" W 115.98 FEET;
N 00°27'45" W 42.12 FEET;
N 78°46'31" E 121.80 FEET;
THENCE LEAVING SAID COCONUT ROAD DEED RUN N 08°50'45" W FOR 199.50 FEET TO THE NORTH LINE OF THE SOUTH HALF (S-1/2) OF SAID LOT 2;
THENCE ALONG SAID NORTH LINE S 89°32'15" W FOR 545 FEET MORE OR LESS TO THE WATERS OF ESTERO BAY;
THENCE RUN SOUTHERLY ALONG SAID WATERS FOR 1230 FEET MORE OR LESS TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTH HALF (S-1/2) OF SAID GOVERNMENT LOT 2; THENCE N 89°40'05" E ALONG SAID SOUTH LINE OF THE SOUTH HALF (S-1/2) OF SAID GOVERNMENT LOT 2 FOR 760 FEET MORE OR LESS TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

BEARINGS SHOWN HEREON ARE BASED ON THE EAST BOUNDARY LINE OF PELICAN'S NEST UNIT ONE, PLAT BOOK 41, PAGES 58 THROUGH 60, LEE COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464



RICHARD J. EWING, P.E.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3295
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.
CEC FILE NO. 03.117
DATE: 5-5-09

EXHIBIT "B"
To Turnaround Agreement
Page 1 of 2



A CECI GROUP COMPANY

CECI Group Services
Civil Engineering
Planning Services
Survey & Mapping
Coastal Engineering
Real Estate Appraisal

Website: www.coastalengineering.com

EXHIBIT "C"

**LEGAL DESCRIPTION
WCI COCONUT POINT "TURNAROUND" PARCEL**

A PARCEL OF LAND LYING IN THE SOUTH HALF (S-1/2) OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 SAID POINT ALSO BEING THE EAST QUARTER CORNER OF SAID SECTION 7, RUN S 89°40'05" W ALONG THE SOUTH LINE OF SAID LOT 2 FOR 1106.22 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THOSE LANDS RECORDED IN O.R. BOOK 3052, PAGE 1854 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE ALONG SAID WESTERLY LINE N 00°46'02" E FOR 210.01 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS RECORDED IN O.R. BOOK 1677, PAGE 3516 OF SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID LANDS N 03°20'55" W 202.00 FEET TO THE SOUTH LINE OF COCONUT ROAD DEED AS RECORDED IN O. BOOK 3216, PAGE 2552 OF SAID PUBLIC RECORDS; THENCE ALONG SAID COCONUT ROAD DEED S 89°40'05" W 7.51 FEET TO THE POINT OF BEGINNING;
THENCE 62.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 39°47'50" AND A CHORD DISTANCE OF 61.26 FEET, BEARING S 69°46'10" W TO A POINT OF REVERSE CURVATURE;
THENCE 271.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 259°36'16" AND A CHORD DISTANCE OF 92.19 FEET, BEARING N 00°19'37" W TO A POINT OF REVERSE CURVATURE;
THENCE 62.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 39°56'16" AND A CHORD DISTANCE OF 61.47 FEET, BEARING S 70°29'37" E; THENCE S 00°04'36" E, A DISTANCE OF 50.48 FEET TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON ARE BASED ON THE EAST BOUNDARY LINE OF PELICAN'S NEST UNIT ONE, PLAT BOOK 41, PAGES 58 THROUGH 60, LEE COUNTY, FLORIDA.

THE ABOVE DESCRIBES APPROXIMATELY 13,599 SQUARE FEET OR 0.31 ACRES OF LAND.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464



RICHARD J. EWING, V.P.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5295
NOT VALID WITHOUT THE SIGNATURE AND
THE ORIGINAL RAISED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER
CEC FILE NO. 03.117
DATE: 5-3-09

EXHIBIT "C"
To Turnaround Agreement
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WCI Watermark Communities Inc.

June 22, 1999

Mr. Walter J. McCarthy, P.E.
Director, Department of Community Development
Lee County
P.O. Box 398
Ft. Myers, FL 33902-0398

RE: Coconut Road Realignment
D.O. # 99-05-068.00D

Dear Mr. McCarthy:

Based upon the County's request per sufficiency response regarding the above referenced project, Watermark Communities (WCI) is affirming that the access into Coconut Point marina at the terminus of the road as well as the circular drive at the marina is maintained by WCI or its assigns and as such the public or emergency vehicles that happen to enter this area are able to use this access for their specific purpose. If you have any questions, please do not hesitate to call.

Sincerely,



Edward R. Griffith
Vice-President

Cc: Jerry Schnoyer
R. Mercer
Steve Kempton, P.E.

EXHIBIT "D"
To Turnaround Agreement
Page 1 of 1

TEMPORARY LICENSE AGREEMENT
(School Bus Turnaround)

THIS LICENSE AGREEMENT ("License"), made and entered into by and between WCI COMMUNITIES, INC., whose address is 24301 Walden Center Drive, Bonita Springs, Florida 34134 ("Licensor" or "WCI") and THE SCHOOL DISTRICT OF LEE COUNTY, whose address is 2055 Central Avenue, Fort Myers, Florida 33901 ("Licensee" or "County").

RECITALS:

- A. WCI is the owner of that certain private right-of-way described on Exhibit "1" affixed hereto (hereinafter referred to "Coconut Marina Drive"), a portion of which is currently being used by the Lee County School District as a turnaround for its buses.
- B. WCI and the County executed that certain Turnaround Agreement dated _____, 2004, in which they agreed that the County would vacate any public interest in Coconut Marina Drive in exchange for the construction by WCI, at WCI's sole expense, of a public turnaround immediately to the east of Coconut Point Marina Drive (hereinafter referred to as the "Turnaround").
- C. WCI desires to provide a temporary license to the Lee County School Board for regular run buses to use the Coconut Point Marina Drive for turnaround purposes subject to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and of the mutual covenants herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby mutually covenant and agree as follows:

1. Recitals Incorporated. The above and foregoing recitals are hereby acknowledged by the parties hereto to be true and correct and are incorporated herein by this reference.
2. Grant of License. WCI, subject to the terms and conditions set forth hereinafter, hereby grants to The School District of Lee County a temporary license for regular run buses to use Coconut Point Marina Drive for turnaround purposes, together with all rights and privileges necessary or convenient for full use and enjoyment thereof for the above-stated purposes.
3. Term. This temporary license will remain in effect until the issuance of the certificate of completion for the Turnaround and acceptance by Lee County for ownership and maintenance. Acceptance by the County of the Turnaround will be scheduled within thirty

EXHIBIT "E"
To Turnaround Agreement
Page 1 of 5

(30) days of the submission of the request for acceptance. If the County declines to accept the Turnaround for ownership and maintenance within sixty (60) days after the submission of the request for acceptance, this temporary license shall, at WCI's option, be terminated upon ten (10) days written notice to the County.

4. **Insurance.** County its successors and assigns, shall, at all times during the term of this License, at its own expense, maintain (i) general comprehensive public liability insurance against claims for personal injury or death and property damage occasioned by accidents occurring on Coconut Point Marina Road arising out of, due to, incident to and/or in connection with County's use of Coconut Point Marina Road, such insurance in each case to afford protection to the limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence in respect of injury or death to any one person and such insurance against property damage to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence in respect of any instances of property damage; and (ii) comprehensive automobile liability insurance covering owned, non-owned and hired vehicles, providing bodily injury and property damage coverage, all on a per occurrence basis of not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00). County shall deliver to WCI a Certificate of Insurance naming WCI, its successors and assigns, as an additional named insured which shall be kept in full force and effect for the duration of this License. The premiums for all such insurance shall be paid by the County and shall be the sole cost and expense of the County. [DO WE NEED THIS PROVISION?]
5. **Safety and Protection.** The County shall be responsible for initiating, maintaining and supervising safety precautions in connection with its use of Coconut Point Marina Road to prevent injury, death or damage to any persons, including posting signs and other warnings, if necessary.
6. **Indemnification.** The County its successors and assigns, shall indemnify and hold harmless WCI, its successors and assigns and their directors, officers, employees and agents, from and against any and all claims, demands, suits, liens, violations and liability for injury, death or damage to any persons or property whatsoever, arising from or in connection with or incident to the County's exercise of its right under this License. This indemnification shall also include reasonable attorneys' fees and costs at the investigative, trial and appellate levels. The consideration for the indemnification contained herein is Ten Dollars (\$10.00), receipt for which is hereby acknowledged by County's execution of this License. This indemnification shall survive the termination of this License.

7. Venue. In the event of any litigation hereunder, the same shall be brought in the Circuit Court in and for Lee County, Florida, the jurisdiction of which court the parties hereby consent to, and the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees, including those incurred during appeal.
8. Waiver of Jury Trial. The parties hereto mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to this License Agreement.
9. Entire Agreement. Neither WCI nor County have made any statement, promise or agreement, or taken upon itself any engagement, either verbally or in writing, in conflict with the terms of this License, or in which in any way modifies, varies, alters, enlarges or invalidates any of its provisions. This License sets forth the entire understanding between Licensor and Licensee, and shall not be changed, modified or amended, except by instrument in writing signed by the party against whom the endorsement of any such change, modification or amendment is sought.
10. License Not a Lease or Easement. This License shall create the relationship of Licensee and Licensor between the parties, and no estate or title shall pass out of Licensor. This License shall not be construed to constitute an easement.
11. Notices. All notices and requests required or permitted to be given pursuant to this License Agreement shall be in writing, signed by the party or officer of the party making such notice or request and shall be addressed to the other party as follows:

As to WCI:

WCI Communities, Inc.
Attn: Vivien N. Hastings, Esq.
24301 Walden Center Drive
Bonita Springs, FL 34134

As to COUNTY:

Lee County Attorney's Office
Attn: Timothy Jones, Esq.
2115 2nd Street, 6th Floor
Fort Myers, FL 33901

Cc: The School District of Lee County
Attn:
2055 Central Avenue
Fort Myers, FL 33901

All notices shall be in writing and shall be hand delivered to the address indicated. Notices shall be made to the above-stated address unless either party is noticed by the other of a change of address.

12. Agreement Not to be Recorded. This License Agreement shall not be recorded among the Public Records of any County in the State of Florida.
13. Binding Effect. This License shall be binding upon and inure to the benefit of the successors, assigns, executors, personal representatives and administrators of the respective parties hereto.
14. Date of License. The date of this License Agreement shall be the date executed by WCI.

IN WITNESS WHEREOF, the Licensor and Licensee have set their hands and seals the day and year below written.

WITNESSES:

LICENSOR:

WCI COMMUNITIES, INC., a Delaware limited
partnership

By: _____
Stefan Johansson, Vice President

Date: _____, 2004.

EXHIBIT "E"
To Turnaround Agreement
Page 4 of 5

WITNESSES

LICENSEE:

THE SCHOOL DISTRICT OF LEE COUNTY

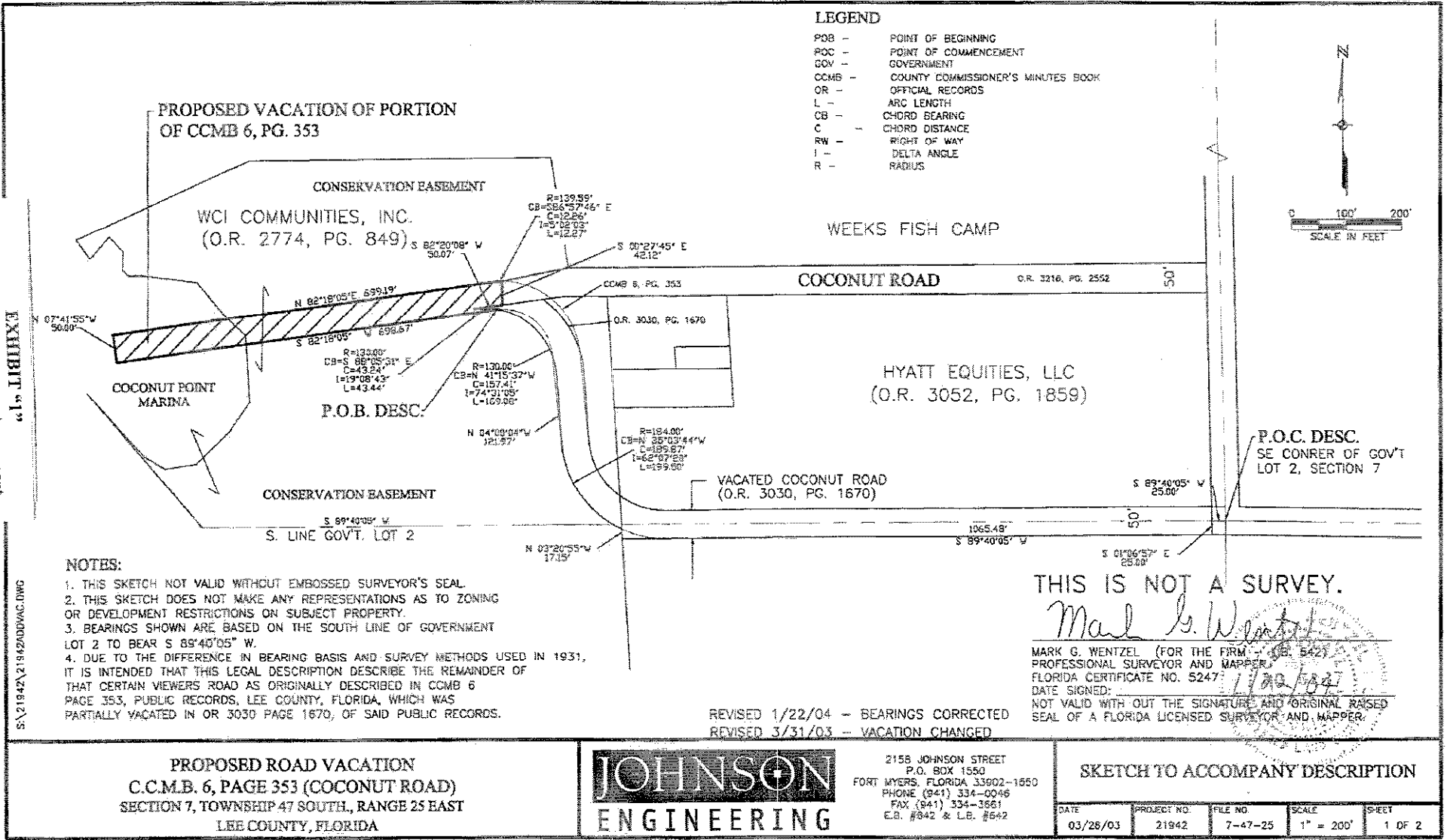
By: _____
Name _____
Title _____

[Corporate Seal]

Date: _____, 2004.

EXHIBIT "E"
To Turnaround Agreement
Page 5 of 5

S:\1442\ADD\WAC.DWG



NOTES:

1. THIS SKETCH NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATIONS AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PROPERTY.
3. BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 2 TO BEAR S 89°40'05" W.
4. DUE TO THE DIFFERENCE IN BEARING BASIS AND SURVEY METHODS USED IN 1931, IT IS INTENDED THAT THIS LEGAL DESCRIPTION DESCRIBE THE REMAINDER OF THAT CERTAIN VIEWERS ROAD AS ORIGINALLY DESCRIBED IN CCMB 6 PAGE 353, PUBLIC RECORDS, LEE COUNTY, FLORIDA, WHICH WAS PARTIALLY VACATED IN OR 3030 PAGE 1670, OF SAID PUBLIC RECORDS.

REVISED 1/22/04 - BEARINGS CORRECTED
REVISED 3/31/03 - VACATION CHANGED

THIS IS NOT A SURVEY.

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM - 08, 542)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5247
 DATE SIGNED: 1/20/04
 NOT VALID WITH OUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROPOSED ROAD VACATION
C.C.M.B. 6, PAGE 353 (COCONUT ROAD)
 SECTION 7, TOWNSHIP 47 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. #842 & L.E. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
03/28/03	21942	7-47-25	1" = 200'	1 OF 2

January 22, 2004

REVISED DESCRIPTION

**VIEWER'S ROAD VACATION
SECTION 7, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA**

A tract or parcel of land being a portion of a Viewer's Road recorded in County Commissioner's Minutes Book 6, at Page 353 of the Public Records of Lee County Florida, lying in the south one-half (S-1/2) of Government Lot 2, Section 7, Township 47 South, Range 25 East, Lee County, Florida, said tract or parcel being described as follows:

From the southeast corner of said Government Lot 2 run S 89° 40' 05" W along the south line of said Government Lot 2 for 25.00 feet to an intersection with the east line of that portion of Coconut Road (50 feet wide) vacated in Official Record Book 3030, at Page 1670 said public records; thence run the following six (6) courses along the easterly, southerly and southwesterly lines of said vacated Coconut Road; S 01° 06' 57" E for 25.00 feet; S 89° 40' 05" W for 1065.48 feet; N 03° 20' 55" W for 17.15 feet to a point on a non-tangent curve; northwesterly along an arc of a curve to the right of radius 184.00 feet (chord bearing N 35° 03' 44" W) (chord 189.87 feet) (delta 62° 07' 20") for 199.50 feet to a point of tangency; N 04° 00' 04" W for 121.97 feet to a point of curvature; northwesterly along an arc of a curve to the left of radius 130.00 feet (chord bearing N 41° 15' 37" W) (chord 157.41 feet) (delta 74° 31' 05") for 169.08 feet to the Point of Beginning.

From said Point of Beginning run S 82° 18' 05" W for 698.67 feet; thence run N 7° 41' 55" W for 50.00 feet; thence run N 82° 18' 05" E for 699.19 feet to a point on a non-tangent curve; thence run easterly along an arc of a curve to the right of radius 139.59 feet (chord bearing S 86° 57' 46" E) (chord 12.26 feet) (delta 05° 02' 03") for 12.27 feet to an intersection with the westerly line of that portion of Coconut Road described in Official Record Book 3216, Pages 2552 through 2554, said public records, and a point on a non-tangent line; thence run S 00° 27' 45" E along said westerly line for 42.12 feet to an intersection with the northerly line of that portion of Coconut Road vacated in Official Record Book 3030, at Pages 1670 through 1675, said public record; thence run S 82° 20' 08" W along said northerly line for 50.07 feet to an intersection with the southwesterly line of said vacated Coconut Road and a point of cusp; thence run easterly along said southwesterly line, along an arc of a curve to the right of radius 130.00 feet (chord bearing S 88° 05' 31" E) (chord 43.24 feet) (delta 19° 08' 43") for 43.44 feet to the Point of Beginning.

Parcel contains 0.81 acres, more or less.

Bearings hereinabove mentioned are based on the south line said Government Lot 2 to bear S 89° 40' 05" W.

SHEET 2 OF 2

21942 Vacation of cemb 6 353 rev012204

EXHIBIT "1"
To Temporary License Agreement
Page 2 of 2

2158 Johnson Street • Post Office Box 1550 • Fort Myers, Florida 33902-1550
(239) 334-0046 • Fax: (239) 334-3661