

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

DATE CRITICAL
Blue Sheet No. 20041161

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the proposed IDD Canal Realignment and Exchange between Taylor Woodrow Homes and Lee County providing for an exchange for a portion of IDD Canals C, C-1, C-2 and C-3 for an easement over and across a portion of the proposed Asbury development; adopt the Resolution of Exchange in accordance with F. S. 125.37; accept easement grant from Taylor Woodrow Homes in accordance with the Agreement; execute the County Deed to a portion of the IDD Canals C, C-1, C-2 and C-3; and authorize County staff to process the documents necessary to fully comply with the terms of the Agreement.

WHY ACTION IS NECESSARY: Board approval is necessary to enter into an agreement contemplating exchange of County property and to accept easements and execute deeds necessary to accomplish the transfer of the real property interest.

WHAT ACTION ACCOMPLISHES: Serves to allow construction of the Asbury development while maintaining the County's existing drainage needs.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #3

A 12 B

3. MEETING DATE:

09-28-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 125.37
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT County Attorney
- C. DIVISION *Johnny*
- BY: Joan C. Henry
Assistant County Attorney

7. BACKGROUND:

A portion of the IDD Canals C, C-1, C-2 and C-3 are located within the Asbury Parcel. The historical and existing storm water runoff currently flows from IDD Canals C, C-1, C-2 and C-3 into the proposed realignment and reconfiguration area which is known as part of Deep Lagoon.

Continued on Page 2

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>Joan C. Henry</i>	OA	OM	RISK	GC	<i>[Signature]</i>
					<i>9/17</i>	<i>9/17</i>	<i>9/17</i>	<i>9/17</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RES. ATTY.
FORWARDED
TO CO. ADMIN.
9/23/04

RECEIVED BY
COUNTY ADMIN:
9/3/04
4/33 m 527
COUNTY ADMIN
FORWARDED TO: *RE*
9/9/04
240

Blue Sheet #: 20041161

Page No.: 2

Subject: IDD Canal C, C-1, C-2 and C-3 Realignment Agreement

The developer would like to develop the parcel in a manner that requires the proposed realignment and reconfiguration and also accommodates the existing flow of storm water runoff.

County staff, including Development Services, Natural Resources and Transportation have reviewed this request and recommend approval.

Attachments:

1. IDD Canal C, C-1, C-2 and C-3 Realignment and Exchange Agreement
2. Resolution of Exchange
3. County Deed to Taylor Woodrow Homes
4. Perpetual Drainage and Access Easement

THIS INSTRUMENT PREPARED BY:

Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902

Strap No.: 29-45-24-00-00009.0000

IDD CANAL REALIGNMENT AND EXCHANGE AGREEMENT

This Agreement is entered into this _____ day of _____, 2004 between Taylor Woodrow Homes-Southwest Florida Division, LLC, a Florida limited liability company, whose address is 2950 Immokalee Road, Suite 2, Naples, Florida 34111, (Owner), and Lee County, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902 (County).

WHEREAS, Owner is the fee simple owner of property located in Section 29, Township 45 South, Range 24 East, Lee County, Florida and more specifically described in attached Exhibit "A" (Asbury Parcel); and

WHEREAS, the County holds an easement interest in IDD Canal C, C-1, C-2 and C-3 as described in the Lee County Public Records at Deed Book 91, Pages 306-314, the description of which is incorporated herein by reference; and

WHEREAS, a portion of the IDD Canal C, C-1, C-2 and C-3 easements, as legally described and depicted in attached Exhibit "B", is located within the boundaries of the Asbury Parcel; and

WHEREAS, the IDD Canals C, C-1, C-2 and C-3 easement currently serves as part of the drainage facilities necessary to accommodate stormwater runoff for the surrounding area; and

WHEREAS, the historical and current stormwater runoff flows from IDD Canals C, C-1, C-2 and C-3 into the proposed realignment and reconfiguration as depicted in the attached Exhibit "C" and known as part of Deep Lagoon; and

WHEREAS, the Owner desires to develop the Asbury Parcel in a manner that requires the proposed realignment and reconfiguration of the IDD Canals C, C-1, C-2 and C-3 easements as depicted in attached Exhibit "C"; and

WHEREAS, in order to facilitate the design of the Asbury Parcel as proposed by the Owner and accommodate the existing stormwater runoff, the IDD Canals C, C-1, C-2 and C-3 easements will require both realignment and relocation; and

WHEREAS, a principal purpose of this Agreement is to provide for an exchange of real property interests as allowed by and pursuant to Section 125.37, Florida Statutes (2002); and

WHEREAS, the purpose of this Agreement is to set forth the terms acceptable to the parties to accomplish both parties' objectives; and

WHEREAS, the parties believe this Agreement will facilitate county drainage needs and adequately serve to protect the public interest.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby agree as follows:

1. The recitals set forth above are true and correct and incorporated into this Agreement.

2. The purpose of the Agreement is to accommodate the realignment and relocation of the rights and capacity enjoyed by the County in the original configuration of the IDD Canals C, C-1, C-2 and C-3 easements and provide realignment and relocation to accommodate the existing flow of stormwater runoff.

3. During the initial development of the Asbury Parcel the Owner will design a surface water management system (Asbury System) that will accommodate:

- a. existing and future flow rates and volumes into IDD Canals C, C-1, C-2 and C-3 as depicted in Exhibit "C";
- b. the needs of the Asbury Parcel.

The Owner will provide Lee County Department of Transportation (DOT) and the Lee County Division of Natural Resources Management (DNR) with the opportunity to review and comment on the design of the Asbury system during the development order review process to ensure that the design will result in a reasonable and viable alternative to the existing IDD Canals C, C-1, C-2 and C-3 easements. The parties understand and agree that the Asbury System must be designed and constructed in a manner capable of handling all flow rates and capacity originally intended to be accommodated by the IDD Canals C, C-1, C-2 and C-3 easements. The parties also understand and agree that DOT and DNR retain final development approval authority with respect to replacement or relocation of the IDD Canals C, C-1, C-2 and C-3 easements.

4. The County agrees not to unreasonably withhold approval of the Asbury System.

5. During construction of the Asbury System, the Owner agrees not to damage or otherwise suspend the function of IDD Canals C, C-1, C-2 and C-3 and the Deep Lagoon watershed.

6. The parties agree that in order for the Asbury System to act as an acceptable replacement for the existing the IDD Canal C, C-1, C-2 and C-3 easements, the system must be designed to:

- a. accommodate the flow rates and capacity applicable to development of the Asbury Parcel; and
- b. maintain the state of these existing man-made canals as a flowway;
- c. comply with all applicable South Florida Water Management District and Lee County Land Development Code (LDC) regulations.

7. Upon approval and execution of this Agreement by the County, the Owner of the Asbury Parcel will execute, deliver and record a Perpetual Drainage and Access Easement (Easement) in favor of the County. A copy of this Easement is attached as Exhibit "D". This document has been reviewed and approved by the County staff.

This purpose of this Easement is to provide the County with a continuing right to maintain the surface water management system that replaces the IDD Canal C, C-1, C-2 and C-3 easements, including necessary access rights, in the event the Owner or its successor fails to properly maintain the facility. This easement serves to establish that the primary responsibility for maintenance of the water management system belongs to the Owner, including but not limited to maintaining the easement in its existing functional state and the continual removal of invasive exotic vegetation. This maintenance will be at no cost to the County. However, the County is provided a continuing right to maintain the surface water management system that replaces the IDD Canal C, C-1, C-2 and C-3 easements, including necessary access rights, in the event the Owner or successor fails to properly maintain the facility. Should the Owner fail to maintain the facility and County provide maintenance, the County may charge the Owner for performing the cost of this obligation.

Additionally, in the event the property is developed to include a maintenance entity such as a homeowner's association or a Community Development District (CDD) under Chapter 190, F.S., then the Owner must provide the County with written confirmation of the transfer to the maintenance entity (along with the entity's authority to accept the obligation) and its acceptance of, the permanent maintenance responsibility for the proper operation and function of the easement within the property described in Exhibit "A."

In conjunction with the review and approval of the Easement and prior to Board consideration of the Realignment Agreement, the Owner must submit assurance, acceptable to the County Attorney's Office, that the Owner holds sufficient right, title and

interest to convey the subject easement. Assurance may take the form of either an attorney opinion of title, prepared in accordance with the standards for opinions promulgated by the Florida Bar, or title insurance. The purpose of this provision is to establish that the County will receive an interest in the Easement area superior to all rights and interests except that of the fee title holder.

8. The County has agreed to relinquish and exchange its rights in the existing IDD Canals C, C-1, C-2 and C-3 easement areas as described in the attached Exhibit "B" in part based upon the Owner's agreement to maintain the water management system contemplated by this Agreement.

9. This Agreement was considered by the Board of County Commissioners in accordance with the requirements of Section 125.37, F.S.. The Owner will be responsible for all recording costs and fees associated with this exchange (including but not limited to documentary stamps and costs of advertising required under Section 125.37, F.S.).

10. The parties understand and agree that no impact fee credits will be issued for the drainage improvements contemplated by this Agreement.

11. The parties understand and agree that any drainage facilities constructed or maintained in accordance with this Agreement must meet SFWMD and County regulatory permitting requirements.

12. The Owner agrees, at its sole expense, to repair, relocate or reconstruct any public utilities, including but not limited to, water, sewer, gas, electric, telephone and cable, affected by construction of the Asbury System as contemplated under this Agreement.

13. The Owner is responsible for obtaining all required permits and approvals necessary to achieve compliance with applicable county, state and federal regulations.

14. This Agreement will be construed in accordance with the laws of the State of Florida. The venue for any action arising from this Agreement lies in Lee County, Florida.

15. The parties agree that the rights and obligations provided to the Owner under this Agreement are freely assignable to a purchaser for value. The Developer joins in the execution of this Agreement to evidence his consent to the terms and conditions herein as the contract purchaser.

16. This Agreement, including all exhibits, constitutes the entire agreement of the parties and may be modified only by a written instrument executed with the same formality.

17. This exchange must be completed with all necessary documents recorded in the Public Records of Lee County on or before December 31, 2004, otherwise this Agreement will terminate and be of no further force and effect.

18. The County hereby authorizes the Chairman of the Board of County Commissioners, 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 and the exchange of real property interests contemplated herein.

19. This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns.

Witness Signature
Printed Name:

Taylor Woodrow Homes-Southwest
Florida Division, LLC

By: _____

Its: _____

Witness Signature
Printed Name:

STATE OF
COUNTY OF

_____The foregoing Agreement was acknowledged before me this _____ day of _____ by _____, as _____ of Taylor Woodrow Homes - Southwest Florida Division, LLC. He is personally known to me or has produced the following identification _____.

Notary Public

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of County Attorney

Attachments:

- Exhibit A - Legal Description of Asbury Parcel
- Exhibit B - Legal Description and Sketch of Existing IDD Canal C, C-1, C-2 and C-3 Easements
- Exhibit C - Proposed realignment and reconfiguration of IDD Canal C, C-1, C-2 and C-3 easement areas (proposed surface water management system for Asbury Parcel)
- Exhibit D - Perpetual Drainage Easement

—Exhibit A to Exchange Agreement—
1 Page

DESCRIPTION (AS-PROVIDED)

Parcel in
Section 29, Township 45 South, Range 24 East
Lee County, Florida

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 (ONE-QUARTER) OF THE SOUTHEAST 1/4 (ONE-QUARTER) OF THE AFORESAID SECTION 29;

THENCE NORTH 00°59'17" WEST ALONG THE EAST LINE OF SAID FRACTION A DISTANCE OF 2,608.94 FEET TO THE INTERSECTION WITH THE EAST-WEST 1/4 (ONE-QUARTER) SECTION LINE;

THENCE NORTH 00°57'17" WEST ALONG THE EAST LINE OF THE WEST 1/2 (ONE-HALF) OF THE NORTHEAST 1/4 (ONE-QUARTER) OF SAID SECTION 29 A DISTANCE OF 1,263.13 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MCGREGOR BLVD;

THENCE SOUTH 45°47'17" WEST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 1,166.75 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 47°14'24" WEST A DISTANCE OF 741.69 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 44°32'44" EAST A DISTANCE OF 111.80 FEET TO AN INTERSECTION WITH THE NORTH-SOUTH 1/4 (ONE-QUARTER) SECTION LINE OF SAID SECTION 29;

THENCE ALONG SAID 1/4 SECTION LINE SOUTH 01°03'31" EAST A DISTANCE OF 2,493.58 FEET TO THE SOUTH 1/4 (ONE-QUARTER) OF SAID SECTION 29;

THENCE NORTH 89°11'17" EAST ALONG THE SOUTH LINE OF THE WEST 1/2 (ONE-HALF) OF THE SOUTHEAST 1/4 (ONE-QUARTER) OF SAID SECTION 29 A DISTANCE OF 1,322.26 FEET TO THE POINT OF THE BEGINNING OF THE PARCEL HEREIN DESCRIBED.

L:\21929 - Asbury Due Diligence\SURVEY\DESC\21929So1_AS PROVIDEDDESC.DOC

Legal Description

IDD Canal Easement Areas to be Released by Lee County

Those certain parcels of land legally described as follows, the same being previously described in Deed Book 91, Page 312, Public Records of Lee County, Florida:

Canal C: That certain strip of land One Hundred Seventeen and Four-Tenths (117.4) feet wide on the southerly end and One Hundred Twenty-seven (127) feet wide on the northerly end lying along the following described centerline: Beginning four hundred thirty (430) feet west of the southeast corner of the Southwest One-quarter (SW ¼) of the Southeast One-quarter (SE ¼) of Section 29, Township 45 South, Range 24 East, Lee County, Florida; thence northwesterly to a point Nine Hundred Seventy (970) feet west of the northeast corner of the Northwest One-quarter (NW ¼) of the Southeast One-quarter (SE ¼) of said Section 29. Containing 7.47 acres, more or less.

-and-

Canal C-1: That certain parcel of land beginning Nine Hundred Six and Five-tenths (906.5) feet west of the northeast corner of the Northwest One-quarter (NW ¼) of the Southeast One-quarter (SE ¼) of Section 29, Township 45 South, Range 24 East, Lee County, Florida; thence south 50.00 feet; thence east Nine Hundred Six and Five-tenths (906.5) feet; thence north 50.00 feet; thence west to the point of beginning. Containing 1.04 acres, more or less.

-and-

Canal C-2: That certain parcel of land beginning three hundred seventy-one and three-tenths (371.3') feet west of the Southeast corner of the Southwest One-Quarter (SW ¼) of the Southeast One-Quarter (SE ¼) of Section 29, Township 45 South, Range 24 East; thence North fifty (50) feet; thence East three hundred seventy-one and three-tenths (371.3') feet; thence South fifty (50) feet; thence west to the beginning. Containing 0.43 acres, more or less.

-and-

Canal C-3: That certain parcel of land beginning eight hundred twenty-one and three-tenths (821.3') feet East of the Southwest corner of the Southeast One-Quarter (SE ¼) of Section 29, Township 45 South, Range 24 East; thence North thirty (30) feet; thence West eight hundred twenty-one and three-tenths (821.3') feet; thence South thirty (30') feet; thence East to the beginning. Containing 0.57 acres, more or less.

LEGAL DESCRIPTION

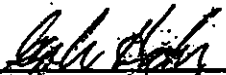
ALL THAT PART OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 0°59'17" WEST ALONG THE EASTERLY LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET;
THENCE SOUTH 89°11'17" WEST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 29 A DISTANCE OF 372.46 FEET;
THENCE NORTH 13°04'03" WEST A DISTANCE OF 2,533.55 FEET;
THENCE NORTH 49°17'46" EAST A DISTANCE OF 64.71 FEET;
THENCE NORTH 89°44'40" EAST ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 852.94 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 00°59'17" WEST ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF THE AFORESAID SOUTHEAST 1/4 ;
THENCE LEAVING THE AFORESAID EAST LINE NORTH 00°57'17" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 30.00 FEET;
THENCE LEAVING THE AFORESAID EAST LINE SOUTH 89°44'40" WEST ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 920.13 FEET;
THENCE NORTH 00°15'20" WEST A DISTANCE OF 60.90 FEET;
THENCE NORTH 12°21'38" EAST A DISTANCE OF 164.28 FEET;
THENCE NORTH 11°37'03" EAST A DISTANCE OF 135.15 FEET;
THENCE NORTH 17°49'44" WEST A DISTANCE OF 39.53 FEET;
THENCE NORTH 78°23'18" WEST A DISTANCE OF 17.34 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MCGREGOR BOULEVARD;
THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 47°14'24" WEST A DISTANCE OF 185.13 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 02°02'34" WEST A DISTANCE OF 278.58 FEET;
THENCE SOUTH 01°30'43" EAST A DISTANCE OF 30.48 FEET;
THENCE SOUTH 01°21'16" WEST A DISTANCE OF 47.99 FEET;
THENCE SOUTH 07°33'02" EAST A DISTANCE OF 112.35 FEET;
THENCE SOUTH 14°39'23" EAST A DISTANCE OF 222.74 FEET;
THENCE SOUTH 15°10'41" EAST A DISTANCE OF 248.26 FEET;
THENCE SOUTH 13°01'37" EAST A DISTANCE OF 199.85 FEET;
THENCE SOUTH 12°27'54" EAST A DISTANCE OF 183.01 FEET;
THENCE SOUTH 15°25'33" EAST A DISTANCE OF 252.12 FEET;
THENCE SOUTH 08°44'28" EAST A DISTANCE OF 188.15 FEET;
THENCE SOUTH 10°22'23" EAST A DISTANCE OF 40.67 FEET;
THENCE SOUTH 12°12'23" EAST A DISTANCE OF 111.16 FEET;
THENCE SOUTH 01°09'40" EAST A DISTANCE OF 16.41 FEET;
THENCE SOUTH 14°26'27" EAST A DISTANCE OF 96.33 FEET;
THENCE SOUTH 16°16'05" EAST A DISTANCE OF 155.04 FEET;
THENCE SOUTH 15°53'11" EAST A DISTANCE OF 201.29 FEET;
THENCE SOUTH 13°27'00" EAST A DISTANCE OF 175.38 FEET;

THENCE SOUTH 10°05'29" EAST A DISTANCE OF 243.56 FEET;
THENCE SOUTH 14°02'21" EAST A DISTANCE OF 148.21 FEET TO AN INTERSECTION
WITH A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY LINE OF SAID
SECTION 29;
THENCE SOUTH 89°11'17" WEST ALONG SAID LINE A DISTANCE OF 833.33 FEET TO AN
INTERSECTION WITH THE WESTERLY LINE OF SAID SOUTHEAST 1/4 OF SECTION 29;
THENCE SOUTH 0°48'43" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 30.03
FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 29;
THENCE NORTH 89°11'17" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF
1322.28 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

CONTAINING 11.13 ACRES OF LAND, MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER AND BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS.



GEORGE W. HACKNEY P.S.M. 5806
REF. ABB DWG # 8543-SD1
ID:EASEMENT.DOC

THIS INSTRUMENT PREPARED BY:

Joan C. Henry, Assistant County Attorney
Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902

Exhibit D to Exchange Agreement
7 Pages

Strap No.: 29-45-24-00-00009.0000

PERPETUAL DRAINAGE and ACCESS EASEMENT

This indenture is made this _____ day of _____, 2004 between Taylor Woodrow Homes - Southwest Florida Division, LLC, a Florida limited liability company, whose address is 2950 Immokalee Road, Suite 2, Naples, Florida 334110, (Grantor) and Lee County, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902 (Grantee) as follows:

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor (as owner of the property described in Exhibit "A" and hereinafter referred to as the "Asbury Parcel") hereby grants to Grantee, its successors and assigns, a perpetual drainage and access easement over that portion of the surface water management system on the Asbury Parcel as referred to in the IDD Canal Realignment and Exchange Agreement dated _____, said easement area being more particularly described in attached Exhibit "B".

The purpose of this Easement is to provide Grantee with a continuing right to drain into and maintain the canal easement areas as depicted in Exhibit "B" that replace the IDD Canals C, C-1, C-2 and C-3 easements, including necessary access rights, in the event the Grantor or its successor fails to properly maintain the facility. This easement serves to establish upon development and construction of the Asbury Parcel that the primary responsibility for maintenance of the canal easement areas as depicted in Exhibit "B" belongs to the Grantor (or its successor owner of the Asbury Parcel), including but not limited to maintaining the easement in its natural state and the continual removal of invasive exotic vegetation. This maintenance will be at no cost to Grantee. However, Grantee is provided a continuing right to maintain the canal easement areas as depicted in Exhibit "B" that replace the IDD Canals C, C-1, C-2 and C-3 easements, including necessary access rights, in the event the Grantor or successor fails to properly maintain the facility. Should Grantor fail to maintain the facility and Grantee provides maintenance, Grantee may charge Grantor or successor for performing the cost of this obligation.

Grantee is further granted the right, privilege, and authority to install, construct, and maintain stormwater related facilities and other appurtenances, to be located on, over, under, across, and through the easement areas granted herein with the additional right, privilege and authority to remove, replace, repair, and modify said facilities. Grantee shall restore the surface to a like kind condition at Grantee's request.

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

This easement is binding on the parties, their successors and assigns.

IN WITNESS of the above, this instrument is executed.

Witness Signature

Printed Name

Witness Signature

Printed Name

Taylor Woodrow Homes - Southwest
Florida Division, LLC

By: _____

Its: _____

STATE OF
COUNTY OF

The foregoing Agreement was acknowledged before me this ___ day of _____, 2004 by _____, as _____ of Taylor Woodrow Homes - Southwest Florida Division, LLC. He is personally known to me or has produced the following identification _____.

Notary Public

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of County Attorney

Attachments:

Exhibit A: Legal description of Asbury Parcel

Exhibit B - Legal Description and Sketch of Easement Area

— Exhibit A to Easement
1 Page —

DESCRIPTION (AS-PROVIDED)

Parcel in
Section 29, Township 45 South, Range 24 East
Lee County, Florida

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 (ONE-QUARTER) OF THE SOUTHEAST 1/4 (ONE-QUARTER) OF THE AFORESAID SECTION 29;

THENCE NORTH 00°59'17" WEST ALONG THE EAST LINE OF SAID FRACTION A DISTANCE OF 2,608.94 FEET TO THE INTERSECTION WITH THE EAST-WEST 1/4 (ONE-QUARTER) SECTION LINE;

THENCE NORTH 00°57'17" WEST ALONG THE EAST LINE OF THE WEST 1/2 (ONE-HALF) OF THE NORTHEAST 1/4 (ONE-QUARTER) OF SAID SECTION 29 A DISTANCE OF 1,263.13 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MCGREGOR BLVD;

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THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 47°14'24" WEST A DISTANCE OF 741.69 FEET;

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THENCE ALONG SAID 1/4 SECTION LINE SOUTH 01°03'31" EAST A DISTANCE OF 2,493.58 FEET TO THE SOUTH 1/4 (ONE-QUARTER) OF SAID SECTION 29;

THENCE NORTH 89°11'17" EAST ALONG THE SOUTH LINE OF THE WEST 1/2 (ONE-HALF) OF THE SOUTHEAST 1/4 (ONE-QUARTER) OF SAID SECTION 29 A DISTANCE OF 1,322.26 FEET TO THE POINT OF THE BEGINNING OF THE PARCEL HEREIN DESCRIBED.

LEGAL DESCRIPTION

ALL THAT PART OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 0°59'17" WEST ALONG THE EASTERLY LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET;
THENCE SOUTH 89°11'17" WEST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 29 A DISTANCE OF 372.46 FEET;
THENCE NORTH 13°04'03" WEST A DISTANCE OF 2,533.55 FEET;
THENCE NORTH 49°17'46" EAST A DISTANCE OF 84.71 FEET;
THENCE NORTH 89°44'40" EAST ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 852.94 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 00°59'17" WEST ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF THE AFORESAID SOUTHEAST 1/4 ;
THENCE LEAVING THE AFORESAID EAST LINE NORTH 00°57'17" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 30.00 FEET;
THENCE LEAVING THE AFORESAID EAST LINE SOUTH 89°44'40" WEST ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 920.13 FEET;
THENCE NORTH 00°15'20" WEST A DISTANCE OF 60.90 FEET;
THENCE NORTH 12°21'38" EAST A DISTANCE OF 164.28 FEET;
THENCE NORTH 11°37'03" EAST A DISTANCE OF 135.15 FEET;
THENCE NORTH 17°49'44" WEST A DISTANCE OF 39.53 FEET;
THENCE NORTH 78°23'18" WEST A DISTANCE OF 17.34 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MCGREGOR BOULEVARD;
THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 47°14'24" WEST A DISTANCE OF 185.13 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 02°02'34" WEST A DISTANCE OF 278.58 FEET;
THENCE SOUTH 01°30'43" EAST A DISTANCE OF 30.48 FEET;
THENCE SOUTH 01°21'16" WEST A DISTANCE OF 47.99 FEET;
THENCE SOUTH 07°33'02" EAST A DISTANCE OF 112.35 FEET;
THENCE SOUTH 14°39'23" EAST A DISTANCE OF 222.74 FEET;
THENCE SOUTH 15°10'41" EAST A DISTANCE OF 248.28 FEET;
THENCE SOUTH 13°01'37" EAST A DISTANCE OF 199.85 FEET;
THENCE SOUTH 12°27'54" EAST A DISTANCE OF 183.01 FEET;
THENCE SOUTH 15°25'33" EAST A DISTANCE OF 252.12 FEET;
THENCE SOUTH 08°44'28" EAST A DISTANCE OF 188.15 FEET;
THENCE SOUTH 10°22'23" EAST A DISTANCE OF 40.67 FEET;
THENCE SOUTH 12°12'23" EAST A DISTANCE OF 111.18 FEET;
THENCE SOUTH 01°09'40" EAST A DISTANCE OF 16.41 FEET;
THENCE SOUTH 14°26'27" EAST A DISTANCE OF 96.33 FEET;
THENCE SOUTH 16°18'05" EAST A DISTANCE OF 155.04 FEET;
THENCE SOUTH 15°53'11" EAST A DISTANCE OF 201.29 FEET;
THENCE SOUTH 13°27'00" EAST A DISTANCE OF 175.38 FEET;**

THENCE SOUTH 10°05'29" EAST A DISTANCE OF 243.56 FEET;
THENCE SOUTH 14°02'21" EAST A DISTANCE OF 148.21 FEET TO AN INTERSECTION
WITH A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY LINE OF SAID
SECTION 29;
THENCE SOUTH 89°11'17" WEST ALONG SAID LINE A DISTANCE OF 833.33 FEET TO AN
INTERSECTION WITH THE WESTERLY LINE OF SAID SOUTHEAST 1/4 OF SECTION 29;
THENCE SOUTH 0°48'43" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 30.03
FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 29;
THENCE NORTH 89°11'17" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF
1322.26 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

CONTAINING 11.13 ACRES OF LAND, MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER AND BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS.



GEORGE W. HACKNEY P.S.M. 5606
REF. ABB DWG # 8543-SD1
ID:EASEMENT.DOC

LEE COUNTY RESOLUTION NO. _____

RESOLUTION OF EXCHANGE

WHEREAS, Taylor Woodrow Homes - Southwest Florida Division, LLC, a Florida limited liability company, as Owner of a project known as the Asbury Project, desires to exchange a portion of the IDD Canals C, C-1, C-2 and C-3 Easements for an easement over, across and through a portion of the stormwater management system for the Asbury Project; and

WHEREAS, the Board of County Commissioners entered into the IDD Canal Realignment Agreement ("Agreement") on _____; and

WHEREAS, based upon the terms of this Agreement, County staff has determined a portion of the IDD Canals C, C-1, C-2 and C-3 easements will not be necessary for County purposes; and

WHEREAS, this exchange would provide the County with adequate drainage and access rights to serve the needs of the County and the remaining IDD Canals C, C-1, C-2 and C-3; and

WHEREAS, an exchange is of mutual benefit to the Owner and the public; and

WHEREAS, the proposed exchange was advertised and approved after full consideration by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

1. An exchange will be accomplished by the execution and recording of documents as indicated below:
 - a. County Deed to Taylor Woodrow Homes - Southwest Florida Division, LLC, for a portion of the IDD Canals C, C-1, C-2 and C-3 easement areas, more particularly described in the attached Exhibit "A."

- b. Perpetual Drainage and Access Easement from Taylor Woodrow Homes - Southwest Florida Division, LLC to Lee County, a political subdivision of the State of Florida, for an easement for drainage and access purposes over the Asbury Project, more particularly described in the attached Exhibit "C".

- 2. Lee County staff has the authority to take all action necessary to complete the exchange and to close the transaction. The Chairman may execute the necessary documents on behalf of the Board.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and, being put to a vote, the vote was as follows:

ROBERT P. JANES
DOUGLAS R. ST. CERNY
RAY JUDAH
ANDREW W. COY
JOHN E. ALBION

DULY PASSED AND ADOPTED this _____ day of _____, 2004.

ATTEST
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Chairman

APPROVED AS TO FORM

By: _____
Office of the County Attorney

Legal Description

IDD Canal Easement Areas to be Released by Lee County

Those certain parcels of land legally described as follows, the same being previously described in Deed Book 91, Page 312, Public Records of Lee County, Florida:

Canal C: That certain strip of land One Hundred Seventeen and Four-Tenths (117.4) feet wide on the southerly end and One Hundred Twenty-seven (127) feet wide on the northerly end lying along the following described centerline: Beginning four hundred thirty (430) feet west of the southeast corner of the Southwest One-quarter (SW ¼) of the Southeast One-quarter (SE ¼) of Section 29, Township 45 South, Range 24 East, Lee County, Florida; thence northwesterly to a point Nine Hundred Seventy (970) feet west of the northeast corner of the Northwest One-quarter (NW ¼) of the Southeast One-quarter (SE ¼) of said Section 29. Containing 7.47 acres, more or less.

-and-

Canal C-1: That certain parcel of land beginning Nine Hundred Six and Five-tenths (906.5) feet west of the northeast corner of the Northwest One-quarter (NW ¼) of the Southeast One-quarter (SE ¼) of Section 29, Township 45 South, Range 24 East, Lee County, Florida; thence south 50.00 feet; thence east Nine Hundred Six and Five-tenths (906.5) feet; thence north 50.00 feet; thence west to the point of beginning. Containing 1.04 acres, more or less.

-and-

Canal C-2: That certain parcel of land beginning three hundred seventy-one and three-tenths (371.3') feet west of the Southeast corner of the Southwest One-Quarter (SW ¼) of the Southeast One-Quarter (SE ¼) of Section 29, Township 45 South, Range 24 East; thence North fifty (50) feet; thence East three hundred seventy-one and three-tenths (371.3') feet; thence South fifty (50) feet; thence west to the beginning. Containing 0.43 acres, more or less.

-and-

Canal C-3: That certain parcel of land beginning eight hundred twenty-one and three-tenths (821.3') feet East of the Southwest corner of the Southeast One-Quarter (SE ¼) of Section 29, Township 45 South, Range 24 East; thence North thirty (30) feet; thence West eight hundred twenty-one and three-tenths (821.3') feet; thence South thirty (30') feet; thence East to the beginning. Containing 0.57 acres, more or less.

LEGAL DESCRIPTION

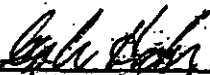
ALL THAT PART OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 0°59'17" WEST ALONG THE EASTERLY LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET;
THENCE SOUTH 89°11'17" WEST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 29 A DISTANCE OF 372.46 FEET;
THENCE NORTH 13°04'03" WEST A DISTANCE OF 2,533.55 FEET;
THENCE NORTH 49°17'48" EAST A DISTANCE OF 64.71 FEET;
THENCE NORTH 89°44'40" EAST ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 852.94 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SAID SECTION 29;
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THENCE LEAVING THE AFORESAID EAST LINE NORTH 00°57'17" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 30.00 FEET;
THENCE LEAVING THE AFORESAID EAST LINE SOUTH 89°44'40" WEST ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 920.13 FEET;
THENCE NORTH 00°15'20" WEST A DISTANCE OF 60.90 FEET;
THENCE NORTH 12°21'38" EAST A DISTANCE OF 164.28 FEET;
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THENCE NORTH 17°49'44" WEST A DISTANCE OF 39.53 FEET;
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1322.26 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

CONTAINING 11.13 ACRES OF LAND, MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER AND BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS.



GEORGE W. HACKNEY P.S.M. 5806
REF. ABB DWG# 8543-SD1
IDDEASEMENT.DOC

This Instrument Prepared by:

Joan C. Henry, Assistant County Attorney
Lee County Attorney's Office
Post Office Box 398
Fort Myers, FL 33902-0398

THIS SPACE FOR RECORDING

COUNTY DEED

THIS DEED, executed this ____ day of _____, 2004, by LEE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 (Grantor), to TAYLOR WOODROW HOMES - SOUTHWEST FLORIDA DIVISION, LLC, a Florida limited liability company, whose address is 2950 Immokalee Road, Suite 2, Naples, Florida 34110, (Grantee).

Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

See Legal Descriptions Attached as Exhibit "A" and Exhibit "B"
Graphically Shown on Sketch Attached as Exhibit "C"

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and is not to be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

Legal Description

IDD Canal Easement Areas to be Released by Lee County

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Canal C: That certain strip of land One Hundred Seventeen and Four-Tenths (117.4) feet wide on the southerly end and One Hundred Twenty-seven (127) feet wide on the northerly end lying along the following described centerline: Beginning four hundred thirty (430) feet west of the southeast corner of the Southwest One-quarter (SW ¼) of the Southeast One-quarter (SE ¼) of Section 29, Township 45 South, Range 24 East, Lee County, Florida; thence northwesterly to a point Nine Hundred Seventy (970) feet west of the northeast corner of the Northwest One-quarter (NW ¼) of the Southeast One-quarter (SE ¼) of said Section 29. Containing 7.47 acres, more or less.

-and-

Canal C-1: That certain parcel of land beginning Nine Hundred Six and Five-tenths (906.5) feet west of the northeast corner of the Northwest One-quarter (NW ¼) of the Southeast One-quarter (SE ¼) of Section 29, Township 45 South, Range 24 East, Lee County, Florida; thence south 50.00 feet; thence east Nine Hundred Six and Five-tenths (906.5) feet; thence north 50.00 feet; thence west to the point of beginning. Containing 1.04 acres, more or less.

-and-

Canal C-2: That certain parcel of land beginning three hundred seventy-one and three-tenths (371.3') feet west of the Southeast corner of the Southwest One-Quarter (SW ¼) of the Southeast One-Quarter (SE ¼) of Section 29, Township 45 South, Range 24 East; thence North fifty (50) feet; thence East three hundred seventy-one and three-tenths (371.3') feet; thence South fifty (50) feet; thence west to the beginning. Containing 0.43 acres, more or less.

-and-

Canal C-3: That certain parcel of land beginning eight hundred twenty-one and three-tenths (821.3') feet East of the Southwest corner of the Southeast One-Quarter (SE ¼) of Section 29, Township 45 South, Range 24 East; thence North thirty (30) feet; thence West eight hundred twenty-one and three-tenths (821.3') feet; thence South thirty (30') feet; thence East to the beginning. Containing 0.57 acres, more or less.

THIS INSTRUMENT PREPARED BY:

Joan C. Henry, Assistant County Attorney
Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902

Strap No.: 29-45-24-00-00009.0000

PERPETUAL DRAINAGE and ACCESS EASEMENT

This indenture is made this _____ day of _____, 2004 between Taylor Woodrow Homes - Southwest Florida Division, LLC, a Florida limited liability company, whose address is 2950 Immokalee Road, Suite 2, Naples, Florida 334110, (Grantor) and Lee County, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902 (Grantee) as follows:

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor (as owner of the property described in Exhibit "A" and hereinafter referred to as the "Asbury Parcel") hereby grants to Grantee, its successors and assigns, a perpetual drainage and access easement over that portion of the surface water management system on the Asbury Parcel as referred to in the IDD Canal Realignment and Exchange Agreement dated _____, said easement area being more particularly described in attached Exhibit "B".

The purpose of this Easement is to provide Grantee with a continuing right to drain into and maintain the canal easement areas as depicted in Exhibit "B" that replace the IDD Canals C, C-1, C-2 and C-3 easements, including necessary access rights, in the event the Grantor or its successor fails to properly maintain the facility. This easement serves to establish upon development and construction of the Asbury Parcel that the primary responsibility for maintenance of the canal easement areas as depicted in Exhibit "B" belongs to the Grantor (or its successor owner of the Asbury Parcel), including but not limited to maintaining the easement in its natural state and the continual removal of invasive exotic vegetation. This maintenance will be at no cost to Grantee. However, Grantee is provided a continuing right to maintain the canal easement areas as depicted in Exhibit "B" that replace the IDD Canals C, C-1, C-2 and C-3 easements, including necessary access rights, in the event the Grantor or successor fails to properly maintain the facility. Should Grantor fail to maintain the facility and Grantee provides maintenance, Grantee may charge Grantor or successor for performing the cost of this obligation.

Grantee is further granted the right, privilege, and authority to install, construct, and maintain stormwater related facilities and other appurtenances, to be located on, over, under, across, and through the easement areas granted herein with the additional right, privilege and authority to remove, replace, repair, and modify said facilities. Grantee shall restore the surface to a like kind condition at Grantee's request.

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

This easement is binding on the parties, their successors and assigns.

IN WITNESS of the above, this instrument is executed.

Witness Signature

Taylor Woodrow Homes - Southwest
Florida Division, LLC

Printed Name

By: _____

Witness Signature

Its: _____

Printed Name

STATE OF
COUNTY OF

The foregoing Agreement was acknowledged before me this ___ day of _____, 2004 by _____, as _____ of Taylor Woodrow Homes - Southwest Florida Division, LLC. He is personally known to me or has produced the following identification _____.

Notary Public

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of County Attorney

Attachments:

Exhibit A: Legal description of Asbury Parcel

Exhibit B - Legal Description and Sketch of Easement Area

— Exhibit A to Easement
1 Page —

DESCRIPTION (AS-PROVIDED)

Parcel in
Section 29, Township 45 South, Range 24 East
Lee County, Florida

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 (ONE-QUARTER) OF THE SOUTHEAST 1/4 (ONE-QUARTER) OF THE AFORESAID SECTION 29;

THENCE NORTH 00°59'17" WEST ALONG THE EAST LINE OF SAID FRACTION A DISTANCE OF 2,608.94 FEET TO THE INTERSECTION WITH THE EAST-WEST 1/4 (ONE-QUARTER) SECTION LINE;

THENCE NORTH 00°57'17" WEST ALONG THE EAST LINE OF THE WEST 1/2 (ONE-HALF) OF THE NORTHEAST 1/4 (ONE-QUARTER) OF SAID SECTION 29 A DISTANCE OF 1,263.13 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MCGREGOR BLVD;

THENCE SOUTH 45°47'17" WEST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 1,166.75 FEET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 47°14'24" WEST A DISTANCE OF 741.69 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 44°32'44" EAST A DISTANCE OF 111.80 FEET TO AN INTERSECTION WITH THE NORTH-SOUTH 1/4 (ONE-QUARTER) SECTION LINE OF SAID SECTION 29;

THENCE ALONG SAID 1/4 SECTION LINE SOUTH 01°03'31" EAST A DISTANCE OF 2,493.58 FEET TO THE SOUTH 1/4 (ONE-QUARTER) OF SAID SECTION 29;

THENCE NORTH 89°11'17" EAST ALONG THE SOUTH LINE OF THE WEST 1/2 (ONE-HALF) OF THE SOUTHEAST 1/4 (ONE-QUARTER) OF SAID SECTION 29 A DISTANCE OF 1,322.26 FEET TO THE POINT OF THE BEGINNING OF THE PARCEL HEREIN DESCRIBED.

LEGAL DESCRIPTION


ALL THAT PART OF SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 0°59'17" WEST ALONG THE EASTERLY LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 50.00 FEET;
THENCE SOUTH 89°11'17" WEST ALONG A LINE 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 29 A DISTANCE OF 372.46 FEET;
THENCE NORTH 13°04'03" WEST A DISTANCE OF 2,533.55 FEET;
THENCE NORTH 49°17'46" EAST A DISTANCE OF 64.71 FEET;
THENCE NORTH 89°44'40" EAST ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 852.94 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SAID SECTION 29;
THENCE NORTH 00°59'17" WEST ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF THE AFORESAID SOUTHEAST 1/4 ;
THENCE LEAVING THE AFORESAID EAST LINE NORTH 00°57'17" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 29 A DISTANCE OF 30.00 FEET;
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THENCE NORTH 00°15'20" WEST A DISTANCE OF 60.90 FEET;
THENCE NORTH 12°21'38" EAST A DISTANCE OF 164.28 FEET;
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THENCE NORTH 17°49'44" WEST A DISTANCE OF 39.53 FEET;
THENCE NORTH 78°23'18" WEST A DISTANCE OF 17.34 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MCGREGOR BOULEVARD;
THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 47°14'24" WEST A DISTANCE OF 185.13 FEET;
THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 02°02'34" WEST A DISTANCE OF 278.58 FEET;
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THENCE SOUTH 08°44'28" EAST A DISTANCE OF 188.15 FEET;
THENCE SOUTH 10°22'23" EAST A DISTANCE OF 40.67 FEET;
THENCE SOUTH 12°12'23" EAST A DISTANCE OF 111.16 FEET;
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THENCE SOUTH 16°16'05" EAST A DISTANCE OF 155.04 FEET;
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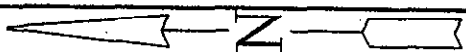
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WITH A LINE 30.00 FEET NORTH OF AND PARALLEL TO THE SOUTHERLY LINE OF SAID
SECTION 29;
THENCE SOUTH 89°11'17" WEST ALONG SAID LINE A DISTANCE OF 833.33 FEET TO AN
INTERSECTION WITH THE WESTERLY LINE OF SAID SOUTHEAST 1/4 OF SECTION 29;
THENCE SOUTH 0°48'43" EAST ALONG SAID WESTERLY LINE A DISTANCE OF 30.03
FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 29;
THENCE NORTH 89°11'17" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF
1322.26 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED;

CONTAINING 11.13 ACRES OF LAND, MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER AND BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS.



GEORGE W. HACKNEY P.S.M. 5606
REF. ABB DWG # 8543-SD1
IDDEASEMENT.DOC



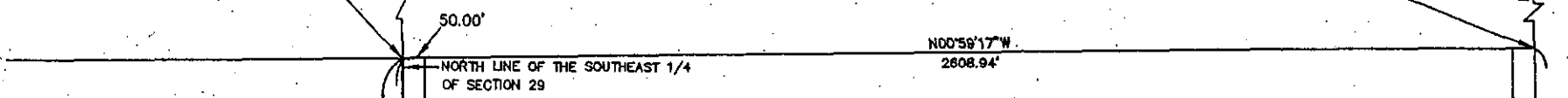
SCALE: 1" = 300'

FOUND RAILROAD SPIKE
S.E. CORNER, SECTION 29

N.E. CORNER OF THE S.W. 1/4
OF THE S.E. 1/4 OF SECTION 29

FOUND 40d NAIL AND TAB
NB89°44'40"E. 1325.46'

S.E. CORNER OF THE S.W. 1/4
OF THE S.E. 1/4 OF SECTION 29



CANAL EASEMENT "C 1"
DEED BOOK 91, PAGE 312
(1.0 ACRES +/-)

CANAL EASEMENT "C 2"
DEED BOOK 91, PAGE 312
(0.4 ACRES +/-)

W1/2, SE1/4 SECTION 29

CANAL EASEMENT "C"
DEED BOOK 91, PAGE 312
(7.5 ACRES +/-)

CANAL EASEMENT "C 3"
DEED BOOK 91, PAGE 312
(0.5 ACRES +/-)

I.D.D. CANAL "C" EASEMENT
CENTERLINE

SOUTHEASTERLY RIGHT OF WAY LINE
OF MCGREGOR BOULEVARD

POINT OF BEGINNING

POINT OF BEGINNING

66' VIEWING EASEMENT
LEE CO. BOARD OF COMMISSIONERS,
MINUTES BOOK 5, PAGE 64
(4.0 ACRES +/-)

GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE WEST ZONE, NAD83/90 ADJUSTMENT.

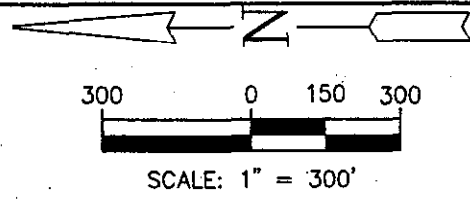
OR BOOK 356 PAGE 413 (1.3 ACRES) (25')

S.W. CORNER OF THE S.E. 1/4
OF SECTION 29

****NOT A SURVEY****

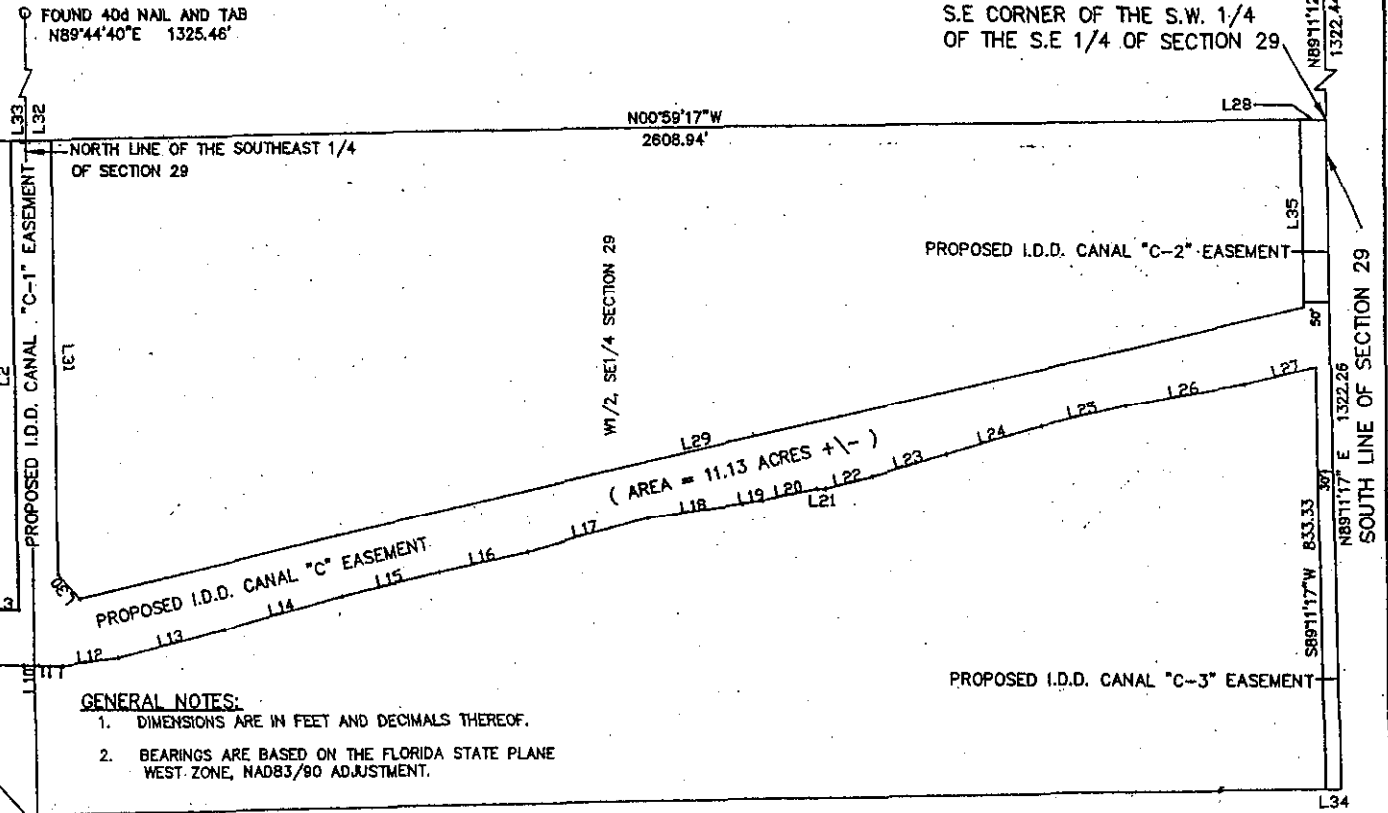
for R.A.C. EQUITIES INC.		Design:
Title: SEARCH AND DESCRIPTION OF A CANAL EASEMENT		Drawn:
Lying in SECTION 29, TOWNSHIP 48 SOUTH, RANGE 84 EAST		Checked:
LEE COUNTY, FLORIDA		Scale:
	DATE: 12/11/2008	Year:
	PROJECT: 7958A	Project #:
FOUNDATION:	DATE: 2008	Sheet #:
Professional engineers, planners, & land surveyors		1 of 2
<small> Office: 1000 N. 1st Street, Suite 100, Tallahassee, FL 32301 (904) 944-1111 Fax: (904) 944-1111 Email: info@rac.com Website: www.rac.com License No. 1286 (Surveying), 1287 (Planning), 1288 (Engineering) </small>		8543

LINE	LENGTH	BEARING
L2	920.13	S89°44'40"W
L3	60.90	N00°15'20"W
L4	164.28	N12°21'38"E
L5	135.15	N11°37'03"E
L6	39.53	N17°49'44"W
L7	17.34	N78°23'18"W
L8	185.13	S47°14'24"W
L9	278.58	S02°02'34"W
L10	30.48	S01°30'43"E
L11	47.99	S01°21'16"W
L12	112.35	S07°33'02"E
L13	222.74	S14°39'23"E
L14	248.26	S15°10'41"E
L15	199.85	S13°01'37"E
L16	183.01	S12°27'54"E
L17	252.12	S15°25'33"E
L18	188.15	S08°44'28"E
L19	40.67	S10°22'23"E
L20	111.16	S12°12'23"E
L21	16.41	S01°09'40"E
L22	96.33	S14°26'27"E
L23	155.04	S16°16'05"E
L24	201.29	S15°53'11"E
L25	175.38	S13°27'00"E
L26	243.56	S10°05'29"E
L27	148.21	S14°02'21"E
L28	50.00	S00°59'17"E
L29	2533.55	N13°04'03"W
L30	64.71	N49°17'46"E
L31	852.94	N89°44'40"E
L32	50.00	N00°59'17"W
L33	30.00	N00°57'17"W
L34	30.03	S00°48'43"E
L35	372.46	S89°11'17"W



FOUND RAILROAD SPIKE
S.E. CORNER, SECTION 29

POINT OF BEGINNING
S.E. CORNER OF THE S.W. 1/4
OF THE S.E. 1/4 OF SECTION 29

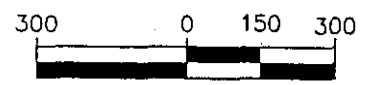
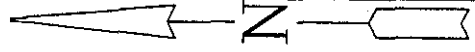


- GENERAL NOTES:**
1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE WEST ZONE, NAD83/90 ADJUSTMENT.

SOUTHEASTERLY RIGHT OF WAY LINE
OF MCGREGOR BOULEVARD

****NOT A SURVEY****

R.A.C. EQUITIES INC. 1200 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33304 Phone: (954) 561-1111		Design: Drawn: Checked: Date: Scale: Project #: Sheet #: Date:
Title: ASSESSMENT AND DESCRIPTION OF A PROPOSED CANAL EASEMENT LYING IN SECTION 29, TOWNSHIP 43 NORTH, RANGE 34 EAST, 125 COUNTY, FLORIDA.	Date: Scale: Project #: Sheet #: Date:	Title: ASSESSMENT AND DESCRIPTION OF A PROPOSED CANAL EASEMENT LYING IN SECTION 29, TOWNSHIP 43 NORTH, RANGE 34 EAST, 125 COUNTY, FLORIDA.



SCALE: 1" = 300'

FOUND RAILROAD SPIKE
S.E. CORNER, SECTION 29

N.E. CORNER OF THE S.W. 1/4
OF THE S.E. 1/4 OF SECTION 29

S.E. CORNER OF THE S.W. 1/4
OF THE S.E. 1/4 OF SECTION 29

FOUND 40d NAIL AND TAB
N89°44'40"E 1325.46'

N00°59'17"W
2608.94'

NORTH LINE OF THE SOUTHEAST 1/4
OF SECTION 29

CANAL EASEMENT "C 1"
DEED BOOK 91, PAGE 312
(1.0 ACRES +/-)

CANAL EASEMENT "C 2"
DEED BOOK 91, PAGE 312
(0.4 ACRES +/-)

W1/2, SE1/4 SECTION 29

CANAL EASEMENT "C"
DEED BOOK 91, PAGE 312
(7.5 ACRES +/-)

CANAL EASEMENT "C 3"
DEED BOOK 91, PAGE 312
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I.D.D. CANAL "C" EASEMENT
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66' VIEWING EASEMENT
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MINUTES BOOK 5, PAGE 64
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SOUTHEASTERLY RIGHT OF WAY LINE
OF MCGREGOR BOULEVARD

POINT OF BEGINNING

POINT OF BEGINNING

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OR BOOK 358 PAGE 413 (1.3 ACRES) (25')

S.W. CORNER OF THE S.E. 1/4
OF SECTION 29

****NOT A SURVEY****

For: R.A.C. EQUITIES INC.		Drawn:
Title: LEGACY		Checked: RM
Description: SKETCH AND DESCRIPTION OF A CANAL EASEMENT LYING IN SECTION 29, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA		Date: 12/11/09
Scale: 1" = 300'	Project: 735.0	Sheet: 1 of 2
Author: ANNOL	Client: FOUNDATION	Professional Engineer: 8543

Exhibit B to County Deed

