

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

**DATE CRITICAL
Blue Sheet No. 20050060**

1. REQUESTED MOTION:

ACTION REQUESTED: Approve proposed IDD Canal D2b Realignment Agreement between Centex Homes and Lee County providing for an exchange of a portion of IDD Canal D2b for an easement over and across a portion of Coco Bay Subdivision; adopt a Resolution of Exchange in accordance with F.S. §125.37; accept deed for grant of an easement from Centex Homes in accordance with the agreement; execute the Quit Claim deed to Centex Homes for a portion of IDD Canal D2b easement area; 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 development of the Coco Bay Subdivision as contemplated while maintaining the County's ability to provide for drainage needs along Kelly Cove Road.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

C12A

3. MEETING DATE:

03-01-2005

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT County Attorney
- C. DIVISION
- BY: *[Signature]*
Dawn E. Perry-Lehnert
Assistant County Attorney

7. BACKGROUND: Centex Homes recorded the Coco Bay Subdivision Plat at Plat Book 78, Page 44 in May 2004, based upon approval of local development order DOS2003-00176. Subsequent to construction of the infrastructure supporting the subdivision and prior to issuance of a County Certificate of Compliance, it became apparent that project improvements had been placed within IDD Canal D2b easement area. In order to address this situation in an expeditious and cost effective manner for both Centex and the County, the parties have reached an agreement, which is embodied in the attached IDD Canal D2b Realignment Agreement.

(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>[Signature]</i>	OA	OM	RISK	GC	<i>[Signature]</i>
					<i>2/9/05</i>	<i>2/9/05</i>	<i>2/9/05</i>	<i>2/9/05</i>	<i>3-10-05</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

*County Admin
2/9/05 9:00am*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
2/9/05
10:00 AM '05
COUNTY ADMIN
FORWARDED TO: *[Signature]*
2/9/05
4/11

The Realignment Agreement:

1. Contemplates the exchange of a 12' wide strip of IDD Canal D2b along the western boundary of Coco Bay Subdivision (adjacent to Kelly Cove Drive) for a 12' easement strip along the northern boundary of Coco Bay Subdivision (adjacent to Kelly Brooke Subdivision). This exchange will allow the Coco Bay Subdivision improvements located within the existing IDD Canal area to remain; and
2. Provides the County with a maintenance easement, along the southern boundary of the Kelly Brooke Subdivision, sufficient to maintain the 20' drainage easement; and
3. Allows Centex Homes to install a landscape buffer along the southern boundary of Coco Bay while providing the County with a culvert access to the IDD Canal area adjacent to Coco Bay's southern boundary for maintenance of the existing IDD Canal D2.

County staff has reviewed the proposed agreement and accompanying documents and recommends that the Board approve the Resolution of Exchange and the IDD Canal D2b Realignment Agreement.

- Attachments:
1. IDD Canal D2b Realignment Agreement including
 - a. Resolution of Exchange
 - b. Executed Perpetual Drainage and Access Easement
 - c. Alternative Materials Construction Maintenance and Hold Harmless Agreement
 2. Quit Claim Deed from County to Centex Homes

cc: Steven C. Hartsell, Esquire
Donald Chamblee, DOT Operations Manager
Pete Eckenrode, Director, Development Services

Return documents to:
Dawn E. Perry-Lehnert
Lee County Attorney's Office
BOX 34

THIS INSTRUMENT PREPARED BY:
Steven C. Hartsell, Esq.
Pavese Law Firm
P.O. Drawer 1507
Fort Myers, FL 33902-1507

Strap No.: 06-46-24-32-00000.0010 thru
.0140; .0990 and .0000C.00CE

IDD CANAL D2b REALIGNMENT AGREEMENT

This Agreement is entered into this _____ day of January, 2005, between CENTEX HOMES, a Nevada General Partnership, whose address is 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108 (Developer); and Lee County, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902 (County).

WHEREAS, Developer has platted the Coco Bay subdivision (Plat Book 78, Pages 44-48) located in Section 36, Township 46 South, Range 24 East, Lee County, Florida and more specifically depicted in attached Exhibit "A"; and

WHEREAS, the County holds an easement interest in IDD Canal D2b as recorded in the Lee County Public Records; and

WHEREAS, a portion of IDD Canal D2b, as legally described and depicted in attached Exhibit "B", is located within the boundaries of the Coco Bay platted subdivision; and

WHEREAS, IDD Canal D2b was created to serve as part of the Iona Drainage District facilities necessary to accommodate stormwater runoff from the surrounding area; and

WHEREAS, Lee County intends to exercise its rights to use the IDD Canal D2b easement to accommodate stormwater runoff from the surrounding development; and

WHEREAS, the Developer desires to develop the Coco Bay subdivision in a manner that requires the proposed realignment and reconfiguration of a portion of IDD Canal D2b substantially as depicted in attached Exhibit "B" and local development order application DOS 2003-00176; and

WHEREAS, in order to facilitate the design of Coco Bay as proposed by the Developer, the parties propose to realign and replace a portion of the IDD Canal D2b easement area; and

WHEREAS, the exchange of real property interests necessary to accomplish the realignment and replacement of a portion of IDD Canal D2b is the subject of the Resolution of Exchange attached as Exhibit "C", which is executed in accordance with FS §125.37 and in conjunction with this Agreement; and

WHEREAS, the purpose of this Agreement is to set forth the terms acceptable to the parties to accomplish both 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, the parties agree as follows:

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

2. *Purpose.* The purpose of this Agreement is to provide Lee County with a drainage and maintenance access easement on the north line of Coco Bay to maintain the adjacent Kelly Brooke Subdivision drainage canal, and to accommodate the realignment and replacement of the rights and capacity enjoyed by the County in the original configuration of IDD Canal D2b along the west side of Coco Bay.

3. *Perpetual Drainage and Access Easement.* A fully executed Perpetual Drainage and Maintenance Access Easement is attached as Exhibit "D". This document has been reviewed and approved by the County staff. In conjunction with this review, the Developer has provided the County with a title opinion, meeting the requirements of paragraph 8, substantiating the right and authority of Developer to grant this property interest. Upon execution of this Agreement by the Board, the original Perpetual Drainage and Maintenance Access Easement will be recorded in the public records. No impact fee credits or other remuneration will be paid for this land. Developer agrees to pay any property taxes due on the parcel. The purpose of this Easement is to provide the County with perpetual drainage and maintenance access easement rights needed to maintain the adjacent drainage canal for Kelly Brooke Subdivision.

The County has agreed to relinquish and exchange its rights in the existing IDD Canal D2b easement area described herein based upon the Developer's agreement to grant this Perpetual Drainage and Maintenance Access Easement.

The Perpetual Drainage and Maintenance Access Easement to be recorded in accordance with the above is intended to provide a permanent drainage easement, along with access right for maintenance purposes, as contemplated by paragraph 3.

4. *IDD Canal along southern Coco Bay boundary.* A fully executed Hold Harmless and Maintenance Agreement is attached as Exhibit "E", which has been reviewed and approved by County Staff. This Agreement pertains to IDD Canal D2 located along the south boundary of Coco Bay Subdivision and allows Centex Homes to place a 10' wide landscape buffer along and within the north side of the IDD Canal area. The 10' wide buffer is not a code required buffer. Placement of the 10' wide buffer as contemplated by the Hold Harmless Agreement will leave a \pm 20' strip for IDD Canal maintenance.

In order to provide the County with direct access to the IDD Canal area along the southern boundary of Coco Bay Subdivision, Centex Homes has agreed to construct a culvert crossing for the benefit of Lee County. Centex will permit and install the culvert across IDD Canal D2b from Kelly Cove Drive to the \pm 20' maintenance strip area at no cost to Lee County. Construction will be complete by December 31, 2005.

5. *Drainage System Maintenance.* The Developer has primary responsibility for maintenance of the Coco Bay System but has no responsibility for maintenance of the adjacent Kelly Brooke Subdivision drainage system.

6. *Resolution of Exchange.* This Agreement was considered by the Board of County Commissioners in conjunction with the Resolution of Exchange, presented to the Board in accordance with the requirements of Florida Statutes §125.37, and attached as Exhibit "C". Execution of this Agreement is contingent on the transfer set forth in the Resolution of Exchange such that approval of one requires and contemplates approval of the other. If the Resolution of Exchange is not adopted by the Board, then this Agreement will be deemed null and void.

7. *Impact Fee Credits.* The parties understand and agree that no impact fee credits or other payment will be issued for the right-of-way transfer, drainage and maintenance access easement or drainage improvements contemplated by this Agreement.

8. *Title Opinion.* In conjunction with the review and approval of the easements and right-of-way grant, and prior to acceptance of these documents, the Developer must submit assurance, acceptable to the County Attorney's Office, that the Developer 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, a Certificate of Title (certified to Lee County) prepared by a title company acceptable to Lee County, or title insurance. The purpose of this provision is to establish that the County will receive an interest in the easement areas superior to all rights and interests except that of the fee title holder, and clear title to the right-of-way.

9. *Costs.* The Developer is responsible for the advertising costs associated with the approval of the Resolution of Exchange under FS §125.37. The Developer is also responsible for the costs of recoding the easements and other documents identified in this Agreement. The County is responsible for processing the documents for recording.

10. *Venue.* 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.

11. *Assignability.* The parties agree that the rights and obligations provided to the Developer under this Agreement are freely assignable to a purchaser for value.

12. *Complete Agreement.* 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.

13. *Counterparts.* This Agreement may be executed in counterparts.

14. *Binding Effect.* This Agreement is binding upon and inures to the benefit of the parties, their successors and assigns.

Witnesses:

[Signature]
Print Name: Thomas Weibandt

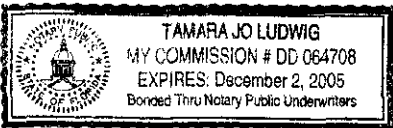
[Signature]
Print Name: Ted Hepperlen

Centex Homes, a Nevada General Partnership
By: Centex Real Estate Corporation, a Nevada General Corporation, its Managing General Partner of Centex Homes

[Signature]
By: Timothy J. Ruemler,
Division President
Date: 2/1/05

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 1 day of Feb., 2005, by Timothy J. Ruemler, Division President of Centex Real Estate Corporation, Managing General Partner of Centex Homes, a Nevada General Partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

ATTEST: BOARD OF COUNTY COMMISSIONERS
CHARLIE GREEN, CLERK OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Dawn E. Perry-Lehnert
Office of County Attorney

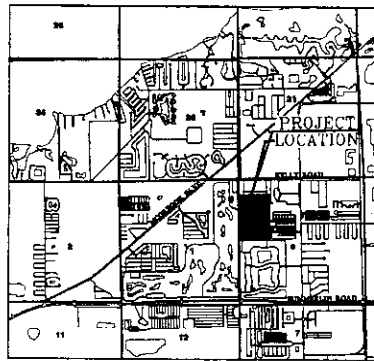
Attachments:

- Exhibit A - Copy of Coco Bay Plat
- Exhibit B - Legal Description and Sketch of Existing IDD Canal D2b area within
Coco Bay to be quitclaimed by County
- Exhibit C - Draft Resolution of Exchange
- Exhibit D - Copy of Executed Perpetual Drainage and Maintenance Access
Easement
- Exhibit E - Executed Hold Harmless and Maintenance Agreement

JOHNSON
ENGINEERING
PREPARED BY
1500 15TH AVENUE, SUITE 100
FORT WORTH, TEXAS 76104
PHONE: 817-335-1111
FAX: 817-335-1112

COCO BAY
A SUBDIVISION IN
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

APRIL, 2004



LOCATION MAP

DESCRIPTION

A TRACT OR PARCELS OF LAND LYING IN THE NORTHWEST QUARTER (NW-1/4) OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WHICH TRACT OR PARCELS IS DESCRIBED AS FOLLOWS:
FROM THE NORTHWEST CORNER OF SAID SECTION 6, RUN S 20° 54' 52" E ALONG THE WEST LINE OF SAID SECTION 6 FOR 645.00 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF SALLY BRIDGE AS RECORDED IN PLAT BOOK 32, PAGE 23, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE POINT OF BEGINNING;
FROM SAID POINT OF BEGINNING, RUN N 89° 50' 07" E ALONG THE SOUTH LINE OF SAID PLAT FOR 120.00 FEET TO THE SOUTHWEST CORNER OF SALLY BRIDGE, A CORNER AS RECORDED IN OFFICIAL RECORD BOOK 1422, PAGE 24A, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND RUN N 15° 14' 50" E TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 6, THENCE RUN S 81° 04' 04" W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW-1/4) FOR 224.00 FEET TO THE WEST CORNER (W-1/4) CORNER OF SAID SECTION 6, THENCE RUN N 02° 54' 52" E ALONG THE WEST LINE OF SAID SECTION 6 FOR 1000.00 FEET TO THE POINT OF BEGINNING.
PARCELS CONTAIN BOLT HOLES, MARKS OR LINES SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.
BENCHMARK NEARBY AND MONUMENTS ARE STATE PLANE COORDINATE BASED ON THE NAD 83 DATUM OF FLORIDA NORTH MATERIAL SPANISH TRAIL (1983 ADJUSTMENT) WITHIN THE WEST LINE OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST BEARS N 02° 54' 52" E.

NOTICE:

LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL BE IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF COCO BAY, A SUBDIVISION LYING IN SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLES WITH ALL OF THE STATUTE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES. I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (POM) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT, AND PERMANENT CONTROL POINTS (PCP) WILL BE PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

DONE THIS 15th DAY OF APRIL, 2004.

PROFESSIONAL LAND SURVEYOR
LICENSED UNDER CHAPTER 473,
FLORIDA STATUTES, AND
JOHNSON ENGINEERING, INC.
1500 15TH AVENUE, SUITE 100
FORT WORTH, TEXAS 76104



REVIEW BY THE DESIGNATED COUNTY FOR DETERMINING THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CH. 177, PART 1:

TILL: BOON
PRINT NAME: MICHAEL L. HERMAN

APPROVALS

THE PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, THIS 15th DAY OF APRIL, 2004.

CHAIRMAN OF THE BOARD
PRINT NAME: CHARLIE GREEN

CLERK OF THE BOARD
PRINT NAME: CHARLIE GREEN

DIRECTOR, DIVISION OF DEVELOPMENT SERVICES
PRINT NAME: JAMES J. ELLIOTT

GENERAL MANAGER OF COMMUNITY DEVELOPMENT
PRINT NAME: JOSEPH GILLES

6316416

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF COCO BAY, A SUBDIVISION LYING IN SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 11:58 A.M. ON APRIL 15, 2004 AND WAS RECORDED IN PLAT BOOK 73, PAGE 44, WITHOUT OBJECTION IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CLERK OF THE COUNTY
PRINT NAME: CHARLIE GREEN

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT COCO HOMES, A NEVADA GENERAL PARTNERSHIP AND SPINNEY HOLD DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY OWNERS OF THE HEREIN DESCRIBED LANDS HAS CAUSED THIS PLAT OF COCO BAY, A SUBDIVISION LYING IN SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, TO BE MADE AND HEREBY DEDICATE THE FOLLOWING:

- TO THE COCO BAY COMMUNITY ASSOCIATION, INC.
 - THE LAND TRACTS SHOWN ON THE PLAT AS TRACTS 10-1 AND 10-2 FOR SURFACE WATER MANAGEMENT AND DRAINAGE PURPOSES, ALL DRAINAGE EASEMENTS AS SHOWN ON THE PLAT AS BE FOR DRAINAGE, ACCESS AND MAINTENANCE PURPOSES.
 - TRACTS 10, 11, 12, 13 AND 14 FOR OPEN SPACE, ACCESS, LANDSCAPE AND DRAINAGE PURPOSES.
 - TRACT 15 FOR ACCESS, LANDSCAPE, DRAINAGE AND LAND MAINTENANCE PURPOSES.
 - THE ROAD TRACT SHOWN ON THE PLAT AS TRACT 16-1 FOR PUBLIC UTILITY, DRAINAGE AND ACCESS PURPOSES.
 - ALL LAND EASEMENTS SHOWN ON THE PLAT AS BE FOR ACCESS AND MAINTENANCE PURPOSES TO THE LAND TRACTS SHOWN ON THE PLAT AS TRACTS 10-1 AND 10-2.
- TO ALL LICENSED PUBLIC UTILITY COMPANIES PROVIDING ELECTRICAL SERVICE, CABLE TV SERVICE, TELEPHONE SERVICE, WATER SERVICE, SEWER SERVICE AND ALL OTHER PUBLIC UTILITY SERVICES:
 - ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT AS NON-EXCLUDING EASEMENTS AND A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT OVER THE ROAD TRACT TO SHOWN ON SAID PLAT AS TRACT 16-1.
- WHAT NECESSARY TO SERVICE NEARBY A NEVADA GENERAL PARTNERSHIP AND ITS ADDRESS:
 - THE UNLAWFULLY PLACED MARKS ON THE PLAT AS TRACT 10-1 FOR ESTATE IDENTIFICATION OF DEVELOPMENT.
 - A CONNECTION WITH AND SUBJECT TO THE FOLLOWING SPECIFICATIONS: MANHOLE #1, MANHOLE #2 AND ALL THE PROPERTY RIGHTS PRODUCED FOR SAID COMMUNITY ASSOCIATION, INC. AND LEE COUNTY FOR THE USES AND PURPOSES SET FORTH IN SAID DECLARATION.
 - TRACT 16 FOR RETAINMENT PURPOSES.

COCO HOMES, A NEVADA GENERAL PARTNERSHIP
BY: COCO REAL ESTATE CORPORATION,
A NEVADA CORPORATION, ITS MANAGING
GENERAL PARTNER, COCO HOMES, A
NEVADA GENERAL PARTNERSHIP

WITNESSES:

PRINT NAME: MICHAEL L. HERMAN

PRINT NAME: CHARLIE GREEN

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS 15th DAY OF APRIL, 2004, BY CHARLIE GREEN, MANAGING GENERAL PARTNER OF COCO HOMES, A NEVADA GENERAL PARTNERSHIP, AND JOSEPH GILLES, GENERAL MANAGER OF COMMUNITY DEVELOPMENT.

PRINT NAME: CHARLIE GREEN

PRINT NAME: JOSEPH GILLES



ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

SPINNEY HOLD DEVELOPMENT, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: CHARLIE GREEN,
FRANCHISE MANAGER

WITNESSES:

PRINT NAME: CHARLIE GREEN

PRINT NAME: JOSEPH GILLES

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

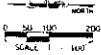
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME ON THIS 15th DAY OF APRIL, 2004, BY CHARLIE GREEN, MANAGING GENERAL PARTNER OF COCO HOMES, A NEVADA GENERAL PARTNERSHIP, AND JOSEPH GILLES, GENERAL MANAGER OF COMMUNITY DEVELOPMENT.

PRINT NAME: CHARLIE GREEN

PRINT NAME: JOSEPH GILLES



JOHNSON ENGINEERING
 PREPARED BY:
 JOHNSON ENGINEERING, INC.
 1100 JOHNSON STREET
 PORT ST. LUCIE, FLORIDA 33486

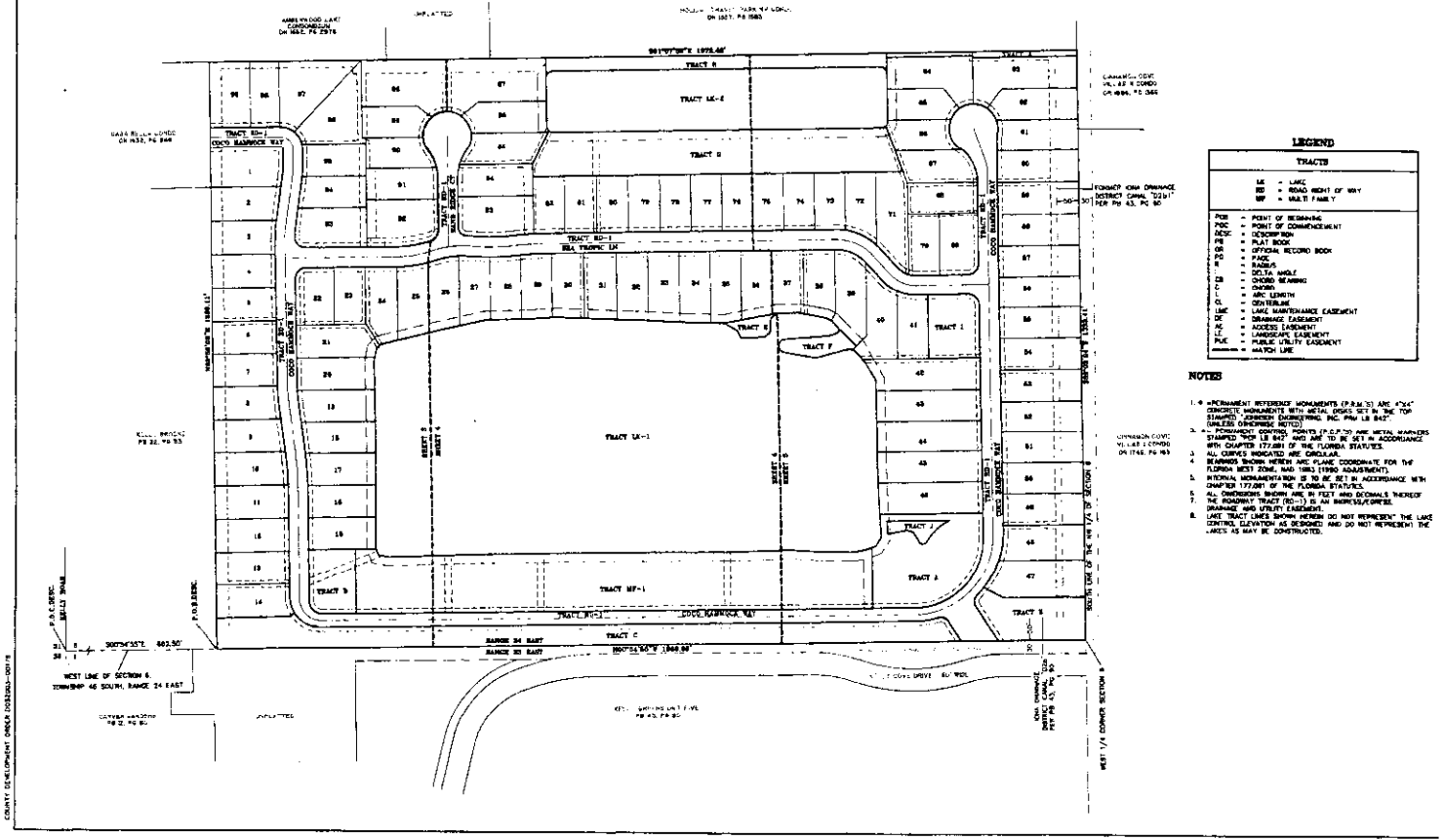


COCO BAY

A SUBDIVISION IN
 SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

PLAT BOOK 26 PAGE 45

SHEET 2 OF 5



LEGEND	
TRACTS	
LA	LAKE
RD	ROAD RIGHT OF WAY
MF	MULTI FAMILY
POB	POINT OF BEGINNING
PNC	POINT OF COMMENCEMENT
NSC	NEIGHBORHOOD
PB	PLAT BOOK
PR	OFFICIAL RECORD BOOK
PD	PAGE
R	RADIUS
EB	EQUAL ANGLE
CR	CURVED BOUNDARY
CL	CURVE
LC	ARC LENGTH
CS	CENTRAL ANGLE
LM	LAND MAINTENANCE EASEMENT
LS	LANDSCAPE EASEMENT
LC	LANDSCAPE EASEMENT
PLU	PUBLIC UTIL EASEMENT
---	MATCH LINE

- NOTES**
1. ALL IMPROVEMENT REFERENCE MONUMENTS (P.P.M.'S) ARE 4"x4" CONCRETE MONUMENTS WITH METAL DISCS SET IN THE TOP FLANGED. JOHNSON ENGINEERING, INC. HAS BEEN ADVISED BY THE COUNTY ENGINEER OFFICE.
 2. ALL IMPROVEMENT CONTROL POINTS (I.C.P.'S) ARE METAL MARKERS SHAPED 1/8" x 1/8" x 1/8" AND ARE TO BE SET IN ACCORDANCE WITH CHAPTER 177.001 OF THE FLORIDA STATUTES.
 3. ALL CURVES INDICATED ARE CORRECT.
 4. BEARING AND DISTANCE ARE CLASS COORDINATE FOR THE FLORIDA BEST ZONE AND 1983 (1983 ADJUSTMENT).
 5. REFERENCE MONUMENTATION IS TO BE SET IN ACCORDANCE WITH CHAPTER 177.001 OF THE FLORIDA STATUTES.
 6. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
 7. THE BOUNDARY TRACT (TRACT 1A-1) IS AN IMPROVEMENTS, DRAINAGE AND UTILITY EASEMENT.
 8. LAND TRACT LINES SHOWN HEREIN DO NOT REPRESENT THE LAND CONTROL ELEVATION AS SHOWN AND DO NOT REPRESENT THE LANDS AS THEY ARE CONSTRUCTED.

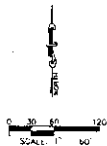
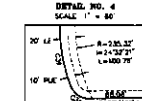
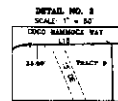
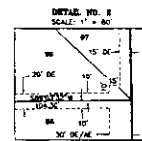
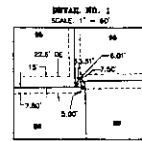
EXHIBIT "A"
 (Page 2 of 5)

COCO BAY

A SUBDIVISION IN SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

TRACTS	
ME	LAKE
RD	ROAD RIGHT OF WAY
MF	MULTI FAMILY
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
DESC	DESCRIPTION
FB	PLAT BOOK
OR	OFFICIAL RECORD BOOK
PA	PAGE
BA	BACKSIGHT
DA	DELSA ANGLE
OB	OBSCURE BEARING
OS	OBSCURE SIGHT
AL	AND LINES
CO	CONTIGUOUS
LE	LAKE MAINTENANCE EASEMENT
DR	DRAINAGE EASEMENT
AE	ACCESS EASEMENT
LE	LANDSCAPE EASEMENT
PE	PUBLIC UTILITY EASEMENT
ML	MATCH LINE

- NOTES**
1. ALL MEASUREMENTS AND MONUMENTS (IF ANY) ARE TO BE TAKEN FROM THE POINT OF BEGINNING OR POINT OF COMMENCEMENT, UNLESS OTHERWISE NOTED.
 2. ALL MONUMENTS AND CONTROL POINTS OF C.P.'S ARE TO BE SET IN ACCORDANCE WITH CHAPTER 127.001, F.S. AND CHAPTER 127.002, F.S. UNLESS OTHERWISE NOTED.
 3. ALL CURVES SHOULD BE DESCRIBED BY THE FOLLOWING DATA:
 4. BEARINGS SHOWN ARE PLANE COORDINATE FOR THE FLORIDA WEST ZONE AND 1983 TRIM ADJUSTMENT.
 5. INTERNAL ANGLE MEASUREMENTS ARE TO BE SET IN ACCORDANCE WITH CHAPTER 127.001 OF THE FLORIDA STATUTES.
 6. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 7. THE PROPERTY TRACTS SHOWN ARE FOR RECORD PURPOSES. DRAINAGE AND UTILITY EASEMENTS.
 8. LAKE, ROAD, EASEMENT, AND OTHER MONUMENTS DO NOT REPRESENT THE EXACT LOCATION AS SHOWN AND DO NOT REPRESENT THE LINES AS THEY WILL BE CONSTRUCTED.



LINE	BEARING	LENGTH
L1	N89°52'30"W	184.00
L2	S89°52'30"E	30.00
L3	S89°52'30"E	115.00
L4	S89°52'30"E	200.00
L5	S89°52'30"E	123.33
L6	S89°52'30"E	200.00
L7	S89°52'30"E	184.00
L8	S89°52'30"E	184.00
L9	S89°52'30"E	184.00
L10	S89°52'30"E	184.00
L11	S89°52'30"E	184.00
L12	S89°52'30"E	184.00
L13	S89°52'30"E	184.00
L14	S89°52'30"E	184.00
L15	S89°52'30"E	184.00
L16	S89°52'30"E	184.00
L17	S89°52'30"E	184.00
L18	S89°52'30"E	184.00
L19	S89°52'30"E	184.00
L20	S89°52'30"E	184.00
L21	S89°52'30"E	184.00
L22	S89°52'30"E	184.00
L23	S89°52'30"E	184.00
L24	S89°52'30"E	184.00
L25	S89°52'30"E	184.00
L26	S89°52'30"E	184.00
L27	S89°52'30"E	184.00
L28	S89°52'30"E	184.00
L29	S89°52'30"E	184.00
L30	S89°52'30"E	184.00
L31	S89°52'30"E	184.00
L32	S89°52'30"E	184.00
L33	S89°52'30"E	184.00
L34	S89°52'30"E	184.00
L35	S89°52'30"E	184.00
L36	S89°52'30"E	184.00
L37	S89°52'30"E	184.00
L38	S89°52'30"E	184.00
L39	S89°52'30"E	184.00
L40	S89°52'30"E	184.00
L41	S89°52'30"E	184.00
L42	S89°52'30"E	184.00
L43	S89°52'30"E	184.00
L44	S89°52'30"E	184.00
L45	S89°52'30"E	184.00
L46	S89°52'30"E	184.00
L47	S89°52'30"E	184.00
L48	S89°52'30"E	184.00
L49	S89°52'30"E	184.00
L50	S89°52'30"E	184.00

CURVE	RADIUS	CHORD	CHORD BEARING	ARC LENGTH
C1	86.00	15.00	N15°00'00"W	15.00
C2	87.00	15.00	N15°00'00"W	15.00
C3	86.00	15.00	N15°00'00"W	15.00
C4	87.00	15.00	N15°00'00"W	15.00
C5	86.00	15.00	N15°00'00"W	15.00
C6	87.00	15.00	N15°00'00"W	15.00
C7	86.00	15.00	N15°00'00"W	15.00
C8	87.00	15.00	N15°00'00"W	15.00
C9	86.00	15.00	N15°00'00"W	15.00
C10	87.00	15.00	N15°00'00"W	15.00

CURVE	RADIUS	CHORD	CHORD BEARING	ARC LENGTH
C11	86.00	15.00	N15°00'00"W	15.00
C12	87.00	15.00	N15°00'00"W	15.00
C13	86.00	15.00	N15°00'00"W	15.00
C14	87.00	15.00	N15°00'00"W	15.00
C15	86.00	15.00	N15°00'00"W	15.00
C16	87.00	15.00	N15°00'00"W	15.00
C17	86.00	15.00	N15°00'00"W	15.00
C18	87.00	15.00	N15°00'00"W	15.00
C19	86.00	15.00	N15°00'00"W	15.00
C20	87.00	15.00	N15°00'00"W	15.00
C21	86.00	15.00	N15°00'00"W	15.00
C22	87.00	15.00	N15°00'00"W	15.00
C23	86.00	15.00	N15°00'00"W	15.00
C24	87.00	15.00	N15°00'00"W	15.00
C25	86.00	15.00	N15°00'00"W	15.00
C26	87.00	15.00	N15°00'00"W	15.00
C27	86.00	15.00	N15°00'00"W	15.00
C28	87.00	15.00	N15°00'00"W	15.00
C29	86.00	15.00	N15°00'00"W	15.00
C30	87.00	15.00	N15°00'00"W	15.00
C31	86.00	15.00	N15°00'00"W	15.00
C32	87.00	15.00	N15°00'00"W	15.00
C33	86.00	15.00	N15°00'00"W	15.00
C34	87.00	15.00	N15°00'00"W	15.00
C35	86.00	15.00	N15°00'00"W	15.00
C36	87.00	15.00	N15°00'00"W	15.00
C37	86.00	15.00	N15°00'00"W	15.00
C38	87.00	15.00	N15°00'00"W	15.00
C39	86.00	15.00	N15°00'00"W	15.00
C40	87.00	15.00	N15°00'00"W	15.00
C41	86.00	15.00	N15°00'00"W	15.00
C42	87.00	15.00	N15°00'00"W	15.00
C43	86.00	15.00	N15°00'00"W	15.00
C44	87.00	15.00	N15°00'00"W	15.00
C45	86.00	15.00	N15°00'00"W	15.00
C46	87.00	15.00	N15°00'00"W	15.00
C47	86.00	15.00	N15°00'00"W	15.00
C48	87.00	15.00	N15°00'00"W	15.00
C49	86.00	15.00	N15°00'00"W	15.00
C50	87.00	15.00	N15°00'00"W	15.00
C51	86.00	15.00	N15°00'00"W	15.00
C52	87.00	15.00	N15°00'00"W	15.00
C53	86.00	15.00	N15°00'00"W	15.00
C54	87.00	15.00	N15°00'00"W	15.00
C55	86.00	15.00	N15°00'00"W	15.00
C56	87.00	15.00	N15°00'00"W	15.00
C57	86.00	15.00	N15°00'00"W	15.00
C58	87.00	15.00	N15°00'00"W	15.00
C59	86.00	15.00	N15°00'00"W	15.00
C60	87.00	15.00	N15°00'00"W	15.00

JOHNSON
ENGINEERING
INC.
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 10033
1001 VISTA, PALM BEACH, FLORIDA 33480

COCO BAY
A SUBDIVISION IN
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

PLAT BOOK 76 PAGE 47
SHEET 4 OF 5

LEGEND

TRACTION

LE = LANE
RS = ROAD RIGHT OF WAY
RF = RIGHT FARELY

POB = POINT OF BEGINNING
PC = POINT OF CURVATURE
PVI = POINT OF VERTICAL INTERSECTION
PT = POINT
R = RADIUS
T = TANGENT
TANG = TANGENT BEARING
CHORD = CHORD BEARING
SVC = SLOPE VERTICAL CURVE
L = LENGTH
TVC = TANGENT VERTICAL CURVE
PVC = POINT OF VERTICAL CURVE
M = MATCH LINE



- NOTES**
1. ALL PERMANENT REFERENCE MONUMENTS (P.R.M.'S) ARE 4" DIA. CONCRETE MONUMENTS WITH METAL BOLTS SET IN THE TOP STAMPED "FORWARD CONSULTING INC. FEB 18 84"
 2. ALL "FORWARD CONSULTING" POINTS (P.C.P.'S) ARE METAL MARKERS STAMPED "FEB 18 84" AND ARE TO BE SET IN ACCORDANCE WITH CHAPTER 177.06 OF THE FLORIDA STATUTES.
 3. ALL DIMENSIONS INDICATED ARE DECIMALS.
 4. BEARINGS SHOWN HEREON ARE PLANE BEARINGS FOR THE FLORIDA WEST ZONE, HAD THE TYPICAL ADJUSTMENT.
 5. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 6. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 7. THE PROPOSED TRACT (S) IS AS SHOWN HEREON.
 8. THE TRACT LINES SHOWN HEREON DO NOT REPRESENT THE LANE CENTER LINES UNLESS SO INDICATED AND DO NOT REPRESENT THE LANE CENTER LINES UNLESS SO INDICATED.

LINE TABLE

LINE	BEARING	LENGTH
L1	S 88° 03' 00" W	124.80
L2	S 88° 03' 00" W	124.80
L3	S 88° 03' 00" W	124.80
L4	S 88° 03' 00" W	124.80
L5	S 88° 03' 00" W	124.80
L6	S 88° 03' 00" W	124.80
L7	S 88° 03' 00" W	124.80
L8	S 88° 03' 00" W	124.80
L9	S 88° 03' 00" W	124.80
L10	S 88° 03' 00" W	124.80
L11	S 88° 03' 00" W	124.80
L12	S 88° 03' 00" W	124.80
L13	S 88° 03' 00" W	124.80
L14	S 88° 03' 00" W	124.80
L15	S 88° 03' 00" W	124.80
L16	S 88° 03' 00" W	124.80
L17	S 88° 03' 00" W	124.80
L18	S 88° 03' 00" W	124.80
L19	S 88° 03' 00" W	124.80
L20	S 88° 03' 00" W	124.80
L21	S 88° 03' 00" W	124.80
L22	S 88° 03' 00" W	124.80
L23	S 88° 03' 00" W	124.80
L24	S 88° 03' 00" W	124.80
L25	S 88° 03' 00" W	124.80
L26	S 88° 03' 00" W	124.80
L27	S 88° 03' 00" W	124.80
L28	S 88° 03' 00" W	124.80
L29	S 88° 03' 00" W	124.80
L30	S 88° 03' 00" W	124.80

DETERMINATION OF ROAD WIDE TABLE

CLONE	NUMBER	BEARING	LENGTH	CHORD	CHORD BEARING
C1	100.00	S 88° 03' 00" W	100.00	100.00	S 88° 03' 00" W
C2	100.00	S 88° 03' 00" W	100.00	100.00	S 88° 03' 00" W
C3	100.00	S 88° 03' 00" W	100.00	100.00	S 88° 03' 00" W
C4	100.00	S 88° 03' 00" W	100.00	100.00	S 88° 03' 00" W
C5	100.00	S 88° 03' 00" W	100.00	100.00	S 88° 03' 00" W

CHORD TABLE

CHORD	BEARING	CHORD	CHORD BEARING
CH1	S 88° 03' 00" W	100.00	S 88° 03' 00" W
CH2	S 88° 03' 00" W	100.00	S 88° 03' 00" W
CH3	S 88° 03' 00" W	100.00	S 88° 03' 00" W
CH4	S 88° 03' 00" W	100.00	S 88° 03' 00" W
CH5	S 88° 03' 00" W	100.00	S 88° 03' 00" W
CH6	S 88° 03' 00" W	100.00	S 88° 03' 00" W
CH7	S 88° 03' 00" W	100.00	S 88° 03' 00" W
CH8	S 88° 03' 00" W	100.00	S 88° 03' 00" W
CH9	S 88° 03' 00" W	100.00	S 88° 03' 00" W
CH10	S 88° 03' 00" W	100.00	S 88° 03' 00" W

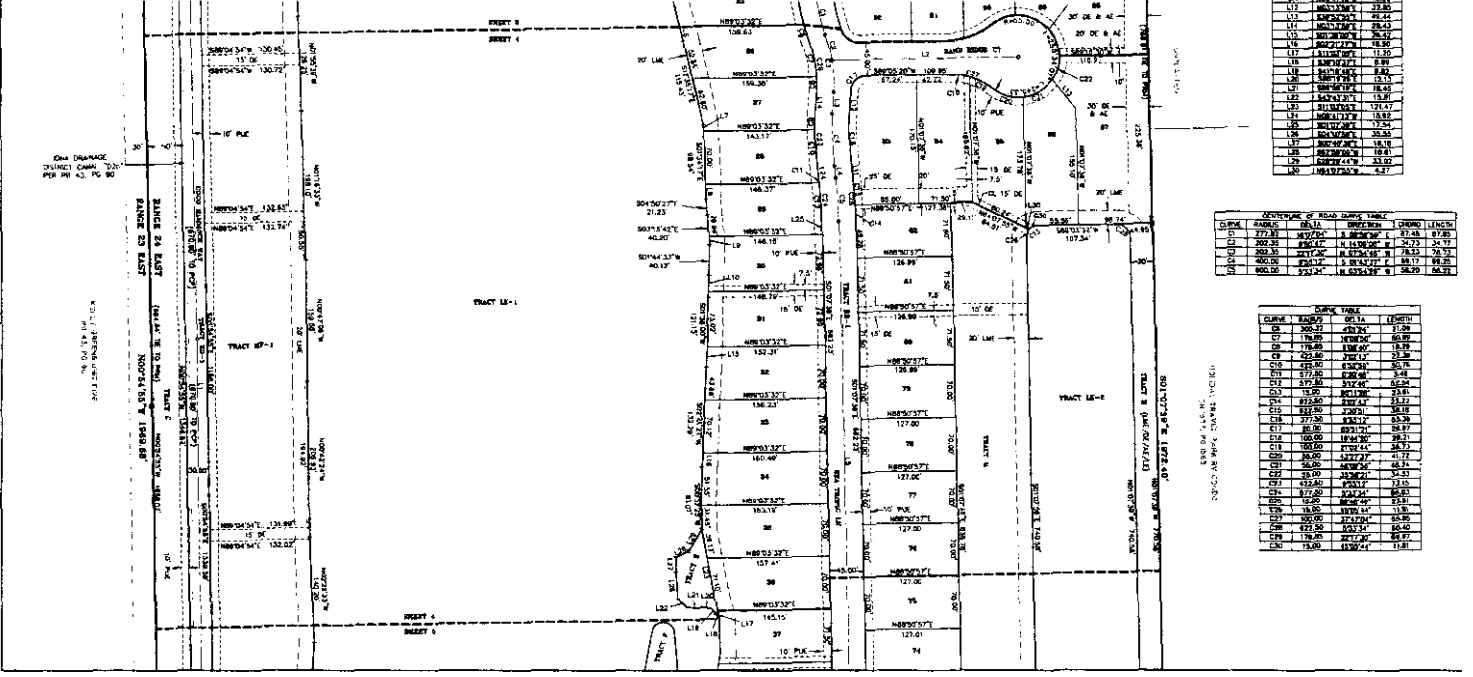


EXHIBIT "A"
(Page 4 of 5)

- NOTES**
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE PLAT OF COCO BAY AS RECORDED IN PB 78, PG 44-48, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
 2. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PROPERTY.
 4. PARCEL CONTAINS 0.526 ACRES, MORE OR LESS.
 5. DESCRIPTION ATTACHED.

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

DATE SIGNED: **JAN 28 2005**
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

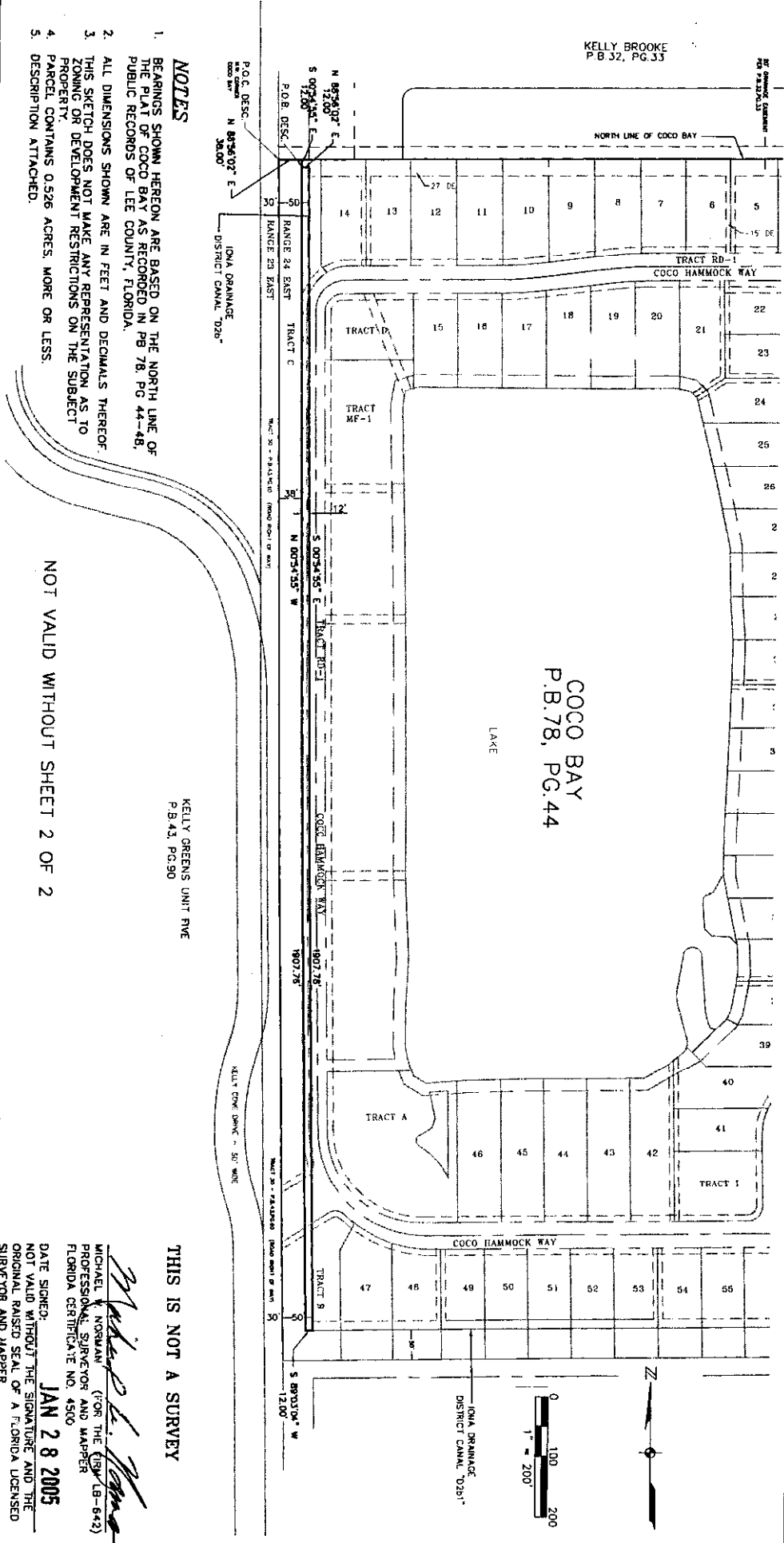
Michael W. Norman
 MICHAEL W. NORMAN
 (FOR THE IBA) (B-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

EXHIBIT "B" 1 of 2
 12' STRIP OF LAND LYING IN COCO BAY
 PLAT BOOK 78, PAGES 44-48
 SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

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

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
11/18/04	20033791	6-46-24	1" = 200'	1 OF 2





January 14, 2005

SHEET 2 OF 2
(NOT VALID WITHOUT SHEET 1)

DESCRIPTION

EXHIBIT "B" 2 of 2
12' STRIP OF LAND
LYING IN COCO BAY
PLAT BOOK 78, PAGES 44-48
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

A strip of land (12' wide) lying in Section 6, Township 46 South, Range 24 East, County of Lee, State of Florida, being a part of Tract "B", Tract "C" and a part of Tract RD-1 (Coco Hammock Way) as shown on the plat of Coco Bay as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida, which strip is described as follows:

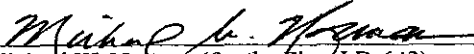
Commencing at the northwest corner of said Coco Bay plat run N 88° 56' 02" E along the north line of said plat for 38.00 feet; thence run S 00° 54' 55" E for 12.00 feet to the Point of Beginning.

From said beginning point run N 88° 56' 02" E for 12.00 feet to an intersection with the east line of the Iona Drainage District Canal "D2b"; thence run S 00° 54' 55" E along the east line of said canal for 1907.78 feet to an intersection with the north line of the Iona Drainage District Canal "D2b1"; thence run S 89° 03' 04" W along said north line for 12.00 feet; thence run N 00° 54' 55" W for 1907.76 feet to the Point of Beginning.

Parcel contains 0.526 acres, more or less.

SUBJECT TO easements, restrictions and reservations of records.

Bearings hereinabove mentioned are based on the north line of said Coco Bay plat as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida to bear N 88° 56' 02" E.


Michael W. Norman (for the firm LB-642)
Professional Land Surveyor and Mapper
Florida Certificate No. 4500

RESOLUTION OF EXCHANGE

WHEREAS, Centex Homes, as the Developer of a project known as Coco Bay desires to exchange a portion of the IDD Canal D2b Easement held by the County for an easement over, across and through the Coco Bay Subdivision (Plat Book 78, Page 44); and

WHEREAS, the Board of County Commissioners entered into the IDD Canal "D2b" Realignment Agreement on _____, 2005, and

WHEREAS, based upon the terms of this agreement, County staff has determined a portion of the IDD Canal D2b easement area 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 public; and

WHEREAS, an exchange is of mutual benefit to the Developer 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. Warranty deed from Centex Homes to Lee County, a political subdivision of the State of Florida, for an easement for drainage and maintenance access purposes over the Coco Bay project, more particularly described as follows:

A strip of land (12' wide) lying in Section 6, Township 46 South, Range 24 East, County of Lee, State of Florida, being a part of Lots 1 through 14, Lot 99, Tract "C" and a part of Tract RD-1 (Coco Hammock Way) as shown on the plat of Coco Bay as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida, which strip is described as follows:

From the northwest corner of said Coco Bay plat run N 88° 56' 02" E along the north line of said Coco Bay plat for 38.00 feet

EXHIBIT C

to an intersection with a line that is 38.00 feet east of (as measured on a perpendicular) and parallel with the west line of said plat and the Point of Beginning.

From said Point of Beginning continue N 88° 56' 02" E along said plat line for 1288.11 feet to the northeast corner of said plat; thence run S 01° 07' 39" E along the east line of said Coco Bay plat or 12.00 feet; thence run S 88° 56' 02" W for 1288.15 feet to an intersection with the hereinabove mentioned parallel line; thence run N 00° 54' 52" W along said parallel line for 12.00 feet to the Point of Beginning.

Parcel contains 0.355 acres, more or less.

Bearings hereinabove mentioned are based on the north line of said Coco Bay plat as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida, to bear N 88° 56' 02" E.

- b. County deed to Centex Homes for a portion of the IDD Canal D2b easement area, more particularly described as follows:

A strip of land (12' wide) lying in Section 6, Township 46 South, Range 24 East, County of Lee, State of Florida, being a part of Tract "B", Tract "C" and a part of Tract RD-1 (Coco Hammock Way) as shown on the plat of Coco Bay as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida, which strip is described as follows:

Commencing at the northwest corner of said Coco Bay plat run N 88° 56' 02" E along the north line of said plat for 38.00 feet; thence run S 00° 54' 55" E for 12.00 feet to the Point of Beginning.

From said beginning point run N 88° 56' 02" E for 12.00 feet to an intersection with the east line of the Iona Drainage District Canal "D2b"; thence run S 00° 54' 55" E along the east line of said canal for 1907.78 feet to an intersection with the north line of the Iona Drainage District Canal "D2b1"; thence run S 89° 03' 04" W along said north line for 12.00 feet; thence run N 00° 54' 55" W for 1907.76 feet to the Point of Beginning.

Parcel contains 0.526 acres, more or less.

Bearings hereinabove mentioned are based on the north line of said Coco Bay plat as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida, to bear N 88° 56' 02" E.

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:

DOUGLAS ST. CERNY
TAMMY HALL
ROBERT P. JANES
RAY JUDAH
JOHN E. ALBION

DULY PASSED AND ADOPTED this _____ day of _____, 2005.

ATTEST
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
Dawn E. Perry-Lehnert
Office of the County Attorney

THIS INSTRUMENT PREPARED BY:

Dawn E. Perry-Lehnert
Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902

Strap No.: 06-46-24-32-00000.0010 thru
.0140; and .0990

PERPETUAL DRAINAGE and MAINTENANCE ACCESS EASEMENT

This indenture is made this _____ day of January, 2005, between CENTEX HOMES, a Nevada General Partnership, whose address is 5801 Pelican Bay Boulevard, Suite 600 Naples, Florida 34108, (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 grants to Grantee, its successors and assigns, a perpetual drainage and maintenance access easement over that portion of the CoCo Bay property more particularly described in attached Exhibit A.

Grantor specifically gives Grantee the right and authority to maintain the Kelly Brooke Subdivision water management system from the easement area. Under this Agreement, maintenance of the 20' drainage ditch, recorded at Plat Book 32, Page 33, is Grantee's responsibility.

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.

Witnesses:

[Signature]
Print Name: THOMAS WRIGHT

[Signature]
Print Name: Ted Heppeler

Centex Homes, a Nevada General Partnership
By: Centex Real Estate Corporation, a Nevada General Corporation, Its Managing General Partner of Centex Homes

[Signature]
By: Timothy J. Ruemler, Division President
Date: 2/1/05

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 1st day of Feb., 2005, by Timothy J. Ruemler, Division President of Centex Real Estate Corporation, Managing General Partner of Centex Homes, a Nevada General Partnership, on behalf of the partnership. He is personally known to me or has produced as identification.



[Signature]
Notary Public

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Dawn E. Perry-Lehnert
Office of County Attorney

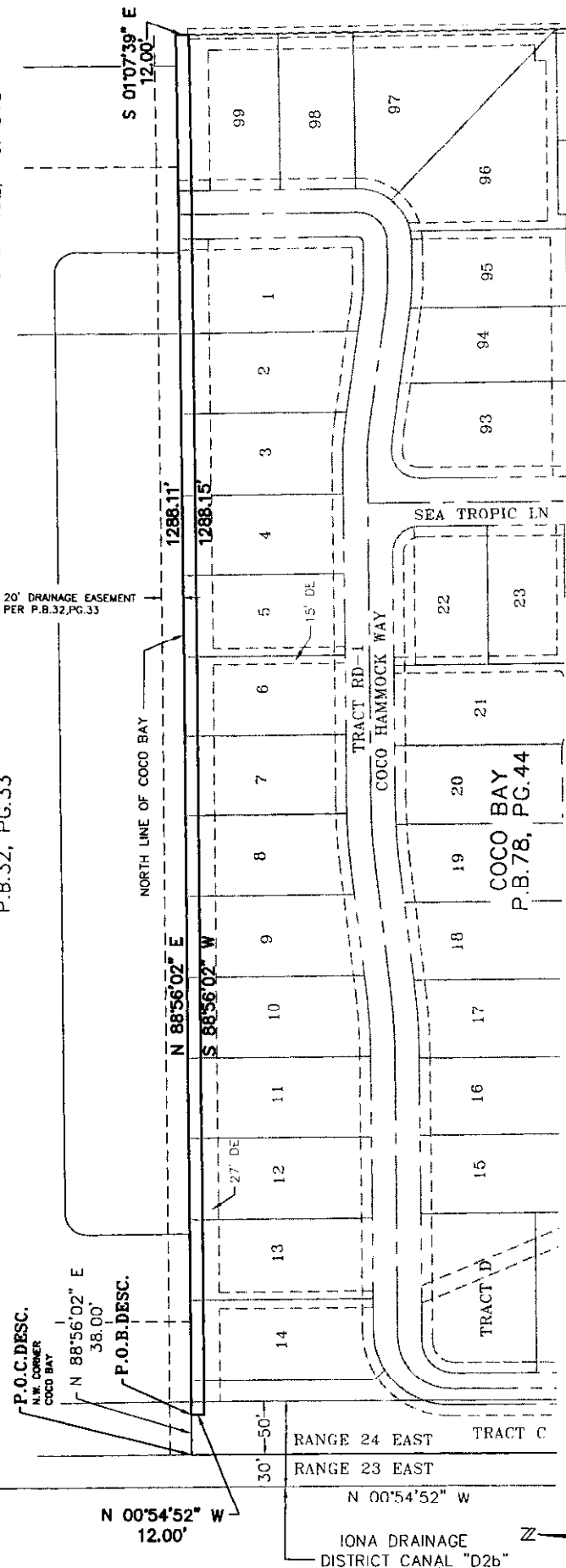
Attachments:

Exhibit A - Legal Description and Sketch of Easement Area

CASA BELLA CONDO
O.R. 1432, PG. 848

KELLY BROOKE
P.B.32, PG.33

20' DRAINAGE EASEMENT
PER P.B.32, PG.33



NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE PLAT OF COCO BAY AS RECORDED IN PB 78, PG 44-48, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
2. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PROPERTY.
4. PARCEL CONTAINS 0.355 ACRES, MORE OR LESS.
5. DESCRIPTION ATTACHED.

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

Michael W. Norman
MICHAEL W. NORMAN (FOR THE YEAR 18-842)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4500
DATE SIGNED: **JAN 14 2005**
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

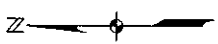
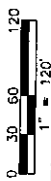
EXHIBIT "A" 1 of 2
12' STRIP OF LAND LYING IN COCO BAY
PLAT BOOK 78, PAGES 44-48
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

JOHNSON
ENGINEERING

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

SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
11/18/2004	20033791	6-46-24	1" = 120'	1 of 2



January 14, 2005

SHEET 2 OF 2
(NOT VALID WITHOUT SHEET 1)

DESCRIPTION

EXHIBIT "A" 2 of 2
12' STRIP OF LAND
LYING IN COCO BAY
PLAT BOOK 78, PAGES 44-48
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

A strip of land (12' wide) lying in Section 6, Township 46 South, Range 24 East, County of Lee, State of Florida, being a part of Lots 1 through 14, Lot 99, Tract "C" and a part of Tract RD-1 (Coco Hammock Way) as shown on the plat of Coco Bay as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida, which strip is described as follows:


From the northwest corner of said Coco Bay plat run N 88° 56' 02" E along the north line of said Coco Bay plat for 38.00 feet to an intersection with a line that is 38.00 feet east of (as measured on a perpendicular) and parallel with the west line of said plat and the Point of Beginning.

From said Point of Beginning continue N 88° 56' 02" E along said plat line for 1288.11 feet to the northeast corner of said plat; thence run S 01° 07' 39" E along the east line of said Coco Bay plat for 12.00 feet; thence run S 88° 56' 02" W for 1288.15 feet to an intersection with the hereinabove mentioned parallel line; thence run N 00° 54' 52" W along said parallel line for 12.00 feet to the Point of Beginning.

Parcel contains 0.355 acres, more or less.

SUBJECT TO easements, restrictions and reservations of records.

Bearings hereinabove mentioned are based on the north line of said Coco Bay plat as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida to bear N 88° 56' 02" E.


Michael W. Norman (for the Firm LB-642)
Professional Land Surveyor and Mapper
Florida Certificate No. 4500

THIS INSTRUMENT PREPARED BY AND
RETURN TO:

Fully executed
copy to follow.

Department of Transportation
1500 Monroe Street
Fort Myers, Florida 33901

Strap No.:

**ALTERNATIVE MATERIALS CONSTRUCTION,
MAINTENANCE AND HOLD
HARMLESS AGREEMENT**

This Agreement is made on Sept. 16, 2001, by and between Lee County, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33990 (County), and Centex Homes, whose address is 5801 Pelican Bay Boulevard, Suite 600, Naples, Florida 34108 (Owner).

WHEREAS, Owner is the fee title holder to the property located in Lee County and specifically described in Exhibit "As; and

WHEREAS, County has maintenance jurisdiction over the road bordering Owner's property described in Exhibit "A". This road is commonly known as IDD Canal D-2B; and

WHEREAS, Owner has obtained County approval for construction on the property described in Exhibit "A" in accordance with permit number DOS2003-00176; and

WHEREAS, In order to improve the aesthetic appearance of the construction approved under the County permit and enhance the property marketability, the Owner desires to use See Exhibit "C" rather than the standard construction materials required by the Lee County Land Development Code; and

WHEREAS, the County does not object to the Owners use of alternative construction materials, as long as the Owner agrees to maintain, repair and replace the alternative construction materials in perpetuity and at no cost to the County.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and such other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Owner will install improvements using alternative construction materials within the County maintained right-of-way adjacent to the property described in Exhibit "A", in accordance with the plans and specifications depicted in attached Exhibit "B", as approved by the County through the appropriate permitting process. Exhibit 11611 identifies the affected right-of-way and type of alternative materials that will be installed.

1
FORM H

2. Owner agrees to perpetually maintain the improvements installed as indicated on Exhibit "B" at no cost to the County. This includes timely replacement of damaged or broken materials and the avoidance of uneven pavement surfaces. Owner is required to perform all maintenance at his expense.

3. In the event the Owner fails to make timely repairs, the parties agree that the County may revoke the underlying County approval for the improvements. The County agrees to provide the Owner with 30 days written notice, identifying the repairs necessary, before revoking the permit.

4. Owner may alter the improvements within the right-of-way area, provided prior approval for the alteration is obtained from the Lee County Department of Transportation (DOT). Approval to alter the improvements will not diminish the Owner's responsibility for continued maintenance. Upon approval of the alteration, Exhibit "B" will also be deemed modified. However, DOT is under no obligation to approve a proposed alteration.

5. Owner agrees to prevent the creation of any obstructions or conditions that may be dangerous to the public.

6. Owner agrees to indemnify, hold harmless and defend the County and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Owner, or the Owners', agents, consultants, employees or subcontractors during the installation or maintenance of the improvements identified in Exhibit "B" or as contemplated by this Agreement. This includes any costs related to these actions.

7. Owner agrees to assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident.

8. Owner agrees to assume all responsibility for loss because of neglect or violation of any state or federal law or local government rule, regulation or order. The Owner will give all - required notices relating to the improvement or its maintenance contemplated by this Agreement to the proper authorities. In addition, Owner will obtain all necessary permits and licenses and pay all appropriate fees.

9. Owner agrees to repair any damage that may occur to any adjoining building, structure, utility easement, roadway, County property or private property during the course of this work. Owner also agrees to repair, restore or rebuild any damage to County property caused by the installation, construction or maintenance of the improvements contemplated by this Agreement.

10. If the right-of-way adjacent to the Owner's property is widened, repaired, replaced or reconstructed, then the Owner agrees to remove, relocate or replace the improvements as determined appropriate by the County, upon 30 days written notice. The cost of relocation, removal or replacement of the Owners improvements will be borne entirely by the Owner.

11. If the County, or its contractor, needs to make any roadway improvements on an expedited basis, where the normal period of 30 days notice is not appropriate or possible, then Owner agrees to allow Abe County to remove the improvements. However, Owner understands and agrees that replacement of the improvements will be at Owners expense.

12. If any public utility, including water, sewage, gas, electric, telephone or cable, is scheduled for placement, replacement, repair or reconstruction within the right-of-way adjacent to the property described in Exhibit "A", and this activity requires the removal or relocation of the improvements identified in Exhibit "B", then Owner agrees to remove and replace the improvements at his sole expense within 30 days of receiving written notice.

13. This Agreement will continue in full force and effect until either the Board of County Commissioners adopt a resolution vacating the road right-of-way adjacent to the Owner's property or a written notice terminating this Agreement is delivered to each party. If the Owner terminates this Agreement, then the County may, by written notice delivered within 30 days after receipt of Owners termination notice, require Owner to remove, at Owner's sole expense, all improvements placed within the right-of-way in accordance with this Agreement.

14. This Agreement runs with the property described in Exhibit "A".

15. This Agreement is binding upon and inures to the benefit of the parties, their respective legal representatives, successors and assigns.

16. Owner may assign the rights and obligations set forth in this Agreement. Owner understands Owner will remain responsible for compliance with the terms of this Agreement until the assignee provides written documentation, acceptable to the County Attorney's Office, accepting responsibility for compliance with the terms and conditions of this Agreement including indemnification. However, a transfer in the title to the property described in Exhibit "A" carries with it the responsibility for compliance with this Agreement as though the Agreement were a covenant on the property, with no further action by the successor titleholder.

17. This Agreement will be construed and enforced in accordance with Florida law.--

18. This Agreement constitutes the entire Agreement between the parties and may not be modified except by written agreement executed with the same formality.

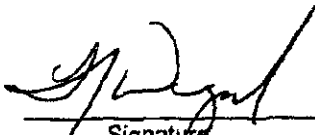
In witness of the above, the parties execute this Agreement.

WITNESSES:

OWNER

Centex Homes, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation, sole managing general partner



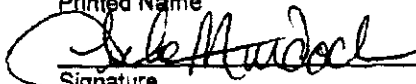
Signature



Michael McLeod, Chief Financial Officer
(FL- Naples/ Ft. Myers Division)

THOMAS WEYNER

Printed Name



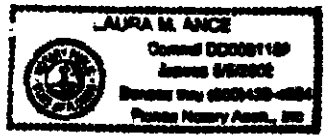
Signature

TESHA MURDOCH

Printed Name

STATE OF FLORIDA
COUNTY OF ~~LEE~~ ^{Collier}

The foregoing Agreement was acknowledged before me the 16th day of Sept.
by Mike McLeod He/she is personally known to me or has produced the
following identification: _____



Laura M. Ance
Notary Signature
Laura M. Ance
Printed Name

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Scott M. Gilbertson, P.E., Director
Department of Transportation

APPROVED AS TO FORM

By: _____
Lee County Attorney

cc: DOT Operations
DOT ROW Section



EXHIBIT "A"

Iona Drainage District Canal "D2b" less and except the easterly 12 feet, located within the overall Coco Bay Subdivision as recorded in the Lee County Public Records, Plat Book 78, Pages 44 through 48.

Exhibit E
Page 5 of 6

COCO BAY
CENTEX HOMES

JOHNSON
ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3891
E.B. #642 & L.B. #643

DATE
01-19-05

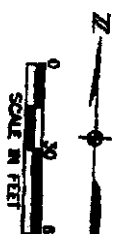
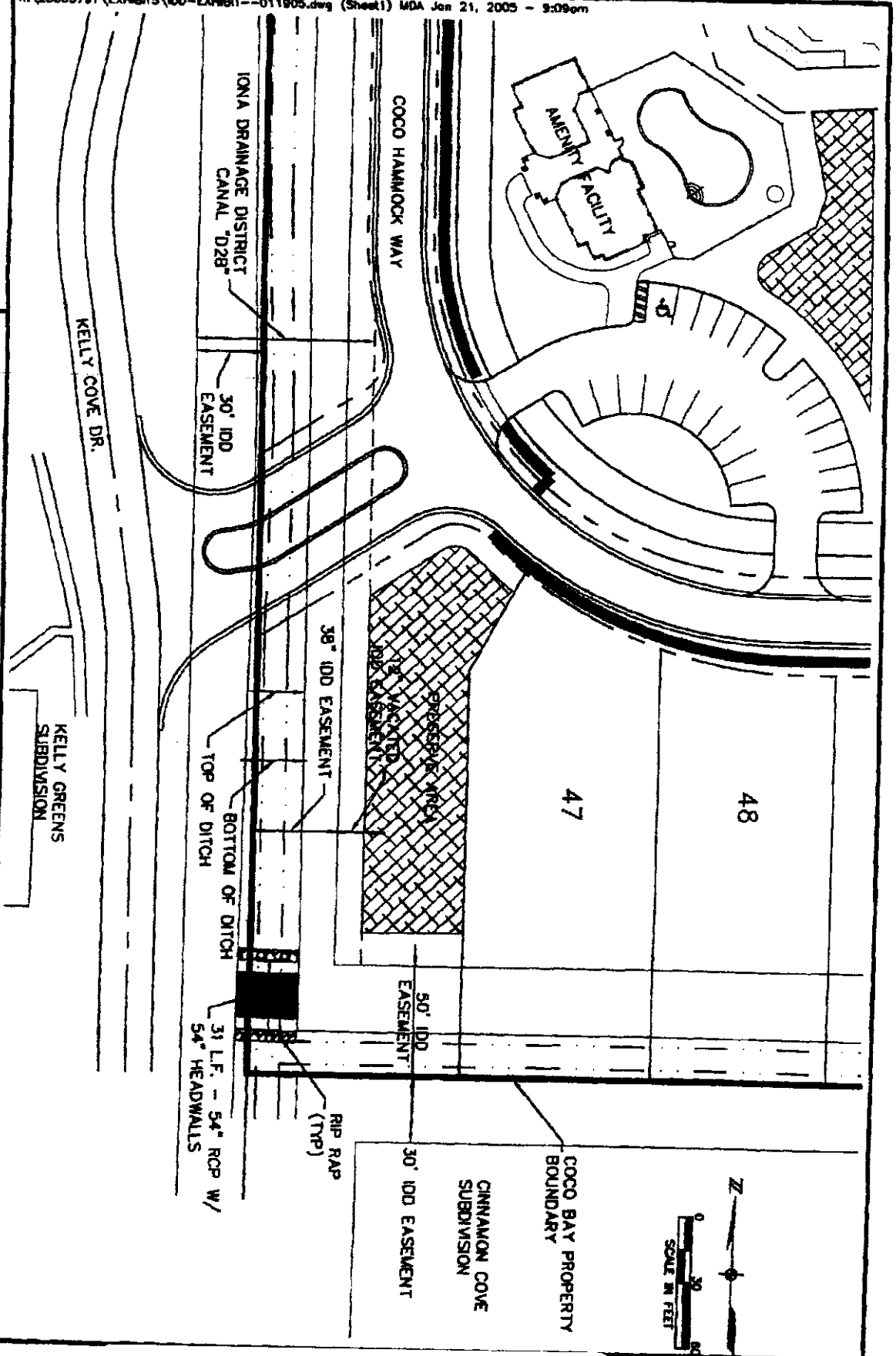
PROJECT NO.
20033791

PAGE NO.
06-46-24

SCALE
1" = 60'

SHEET
1

EXHIBIT "B"



This Instrument Prepared by:

Lee County Attorney's Office
Post Office Box 398
Fort Myers, FL 33902-0398

Strap No.: 06-46-24-32-0000C.00CE

THIS SPACE FOR RECORDING

COUNTY DEED

THIS DEED, executed this ___ day of _____, 2005, 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 CENTEX HOMES, a Nevada General Partnership, whose address is 5801 Pelican Bay Boulevard, Ste. 600, Naples, Florida 34108, 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 attached Exhibit "A"

In accordance with Florida Statutes §270.11, the COUNTY hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the subject land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the subject land with the privilege to mine and develop each interest. Provided, however, the right of entry with respect to any interest in phosphate, minerals, metals or petroleum reserved in favor of the County is hereby released if the subject parcel being conveyed is or has always been a contiguous tract of less than 20 acres in the aggregate under the same ownership.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and is not 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

- NOTES**
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE PLAT OF COCO BAY AS RECORDED IN PB 78, PG 44-48, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
 2. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
 3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PROPERTY.
 4. PARCEL CONTAINS 0.526 ACRES, MORE OR LESS.
 5. DESCRIPTION ATTACHED.

EXHIBIT "A" 1 of 2
12' STRIP OF LAND LYING IN COCO BAY
 PLAT BOOK 78, PAGES 44-48
 SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

NOT VALID WITHOUT SHEET 2 OF 2

JOHNSON ENGINEERING

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FL 33902-1550
 PHONE (239) 334-3596
 FAX (239) 334-3591
 E.B. #642 & L.B. #642

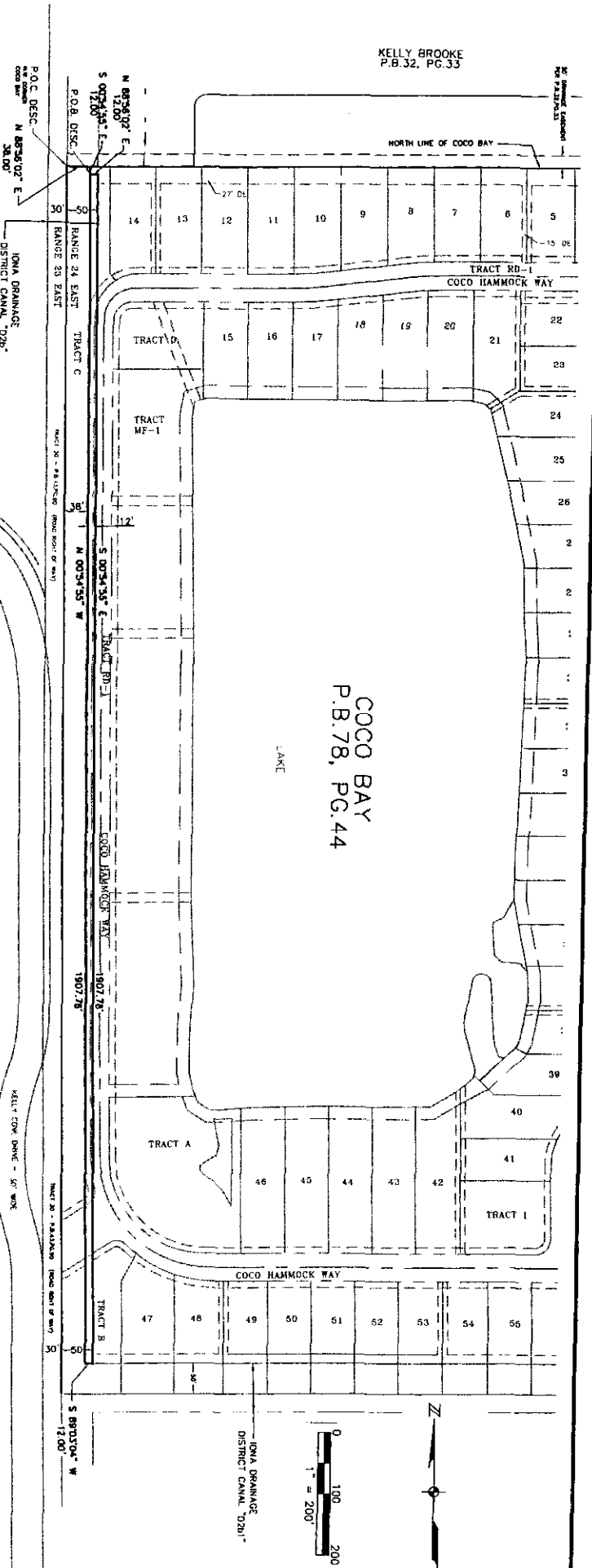
DATE	11/18/04
PROJECT NO.	20033791
FILE NO.	6-46-24
SCALE	1" = 200'
SHEET	1 OF 2

SKETCH TO ACCOMPANY DESCRIPTION

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE EBY LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500
 DATE SIGNED: **JAN 28 2005**
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

KELLY GREENS UNIT FIVE
 P.B. 43, PG. 90



January 14, 2005

SHEET 2 OF 2
(NOT VALID WITHOUT SHEET 1)

DESCRIPTION

EXHIBIT "A" 2 of 2
12' STRIP OF LAND
LYING IN COCO BAY
PLAT BOOK 78, PAGES 44-48
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

A strip of land (12' wide) lying in Section 6, Township 46 South, Range 24 East, County of Lee, State of Florida, being a part of Tract "B", Tract "C" and a part of Tract RD-1 (Coco Hammock Way) as shown on the plat of Coco Bay as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida, which strip is described as follows:

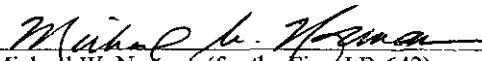
Commencing at the northwest corner of said Coco Bay plat run N 88° 56' 02" E along the north line of said plat for 38.00 feet; thence run S 00° 54' 55" E for 12.00 feet to the Point of Beginning.

From said beginning point run N 88° 56' 02" E for 12.00 feet to an intersection with the east line of the Iona Drainage District Canal "D2b"; thence run S 00° 54' 55" E along the east line of said canal for 1907.78 feet to an intersection with the north line of the Iona Drainage District Canal "D2b1"; thence run S 89° 03' 04" W along said north line for 12.00 feet; thence run N 00° 54' 55" W for 1907.76 feet to the Point of Beginning.

Parcel contains 0.526 acres, more or less.

SUBJECT TO easements, restrictions and reservations of records.

Bearings hereinabove mentioned are based on the north line of said Coco Bay plat as recorded in Plat Book 78 at Pages 44 through 48, Public Records of Lee County, Florida to bear N 88° 56' 02" E.


Michael W. Norman (for the Firm LB-642)
Professional Land Surveyor and Mapper
Florida Certificate No. 4500