

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

Blue Sheet No. 20050794-UTL

1. Action Requested/Purpose:

Approve final acceptance by Resolution and recording of two (2) utility easements as a donation of a water distribution system including five (5) 4" diameter fire lines and a gravity collection system to provide potable water service, fire protection and sanitary sewer service to *College Pointe Apartments, Phase IV*, a phased multi-family residential development. This is a developer contributed asset project located on the north side of West College Pointe Drive approximately 650' north of College Parkway and 900' east of McGregor Boulevard.

2. What Action Accomplishes:

Places the water distribution and gravity collection systems into operation and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Lee County Utilities requests that the County Manager's office recommend approval of this item.

4. Departmental Category: 10

C10D

5. Meeting Date:

06-28-2005

6. Agenda:

7. Requirement/Purpose (specify)

8. Request Initiated

- Consent
- Administrative
- Appeals
- Public
- Walk-On

- Statute
 - Ordinance
 - Admin. Code
 - Other
- Approval

Commissioner
Department Public Works
Division Utilities
By: *[Signature]* 6/9/05
Rick Diaz, P. E., Utilities Director

9. Background:

The Board granted permission to construct on 02/25/03, Blue Sheet #20030159.
The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing of the water system has been completed. Satisfactory closed circuit television inspection of the gravity collection system has been performed. Record Drawings have been provided. Engineer's Certification of Completion has been provided---copy attached. Project location map---copy attached. Warranty has been provided---copy attached. Waiver of lien has been provided---copy attached. Certification of Contributory Assets has been provided---copy attached. 100% of the connection fees have been paid. Funds are available for recording fees in account number OD5360748700.504930.

SECTION 16 TOWNSHIP 45S RANGE 24E DISTRICT # 2 COMMISSIONER ST CERNY

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> Lavender Date: <i>6-10-05</i>	N/A	N/A	<i>P.O.</i> T. Osterhout Date: <i>6/9</i>	<i>[Signature]</i> S. Coovert Date:	<i>P.W.</i> <i>6/13/05</i>	<i>6/13/05</i>	<i>6/13/05</i>	<i>6/13/05</i>	<i>[Signature]</i> Lavender Date: <i>6-10-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
	<i>6/13/05</i>
COUNTY ADMIN FORWARDED TO:	<i>[Signature]</i>
	<i>6/13/05</i>

Rec. by CoAtty	<i>[Signature]</i>
Date:	<i>6/10/05</i>
Time:	<i>4:00</i>
Forwarded To:	<i>[Signature]</i>

COPY

LETTER OF COMPLETION

DATE: 04/25/2005

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

Gentlemen:

This is to certify that the **water distribution and gravity collection systems** located in
College Pointe Apartments, Phase IV
(Name of Development/Project)

were designed by me and have been constructed in conformance with:
the revised plans, attached and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:
**Bacteriological Test , Pressure Test(s) - Water Main , Low Pressure Test(s) - Gravity Main ,
and TV Inspection, Mandrill - Gravity Main**

Very truly yours,

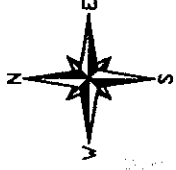
Ahmad Kareh, P.E./Bean, Whitaker, Lutz & Kareh, Inc.
(Owner or Name of Corporation/Firm)

ALIK

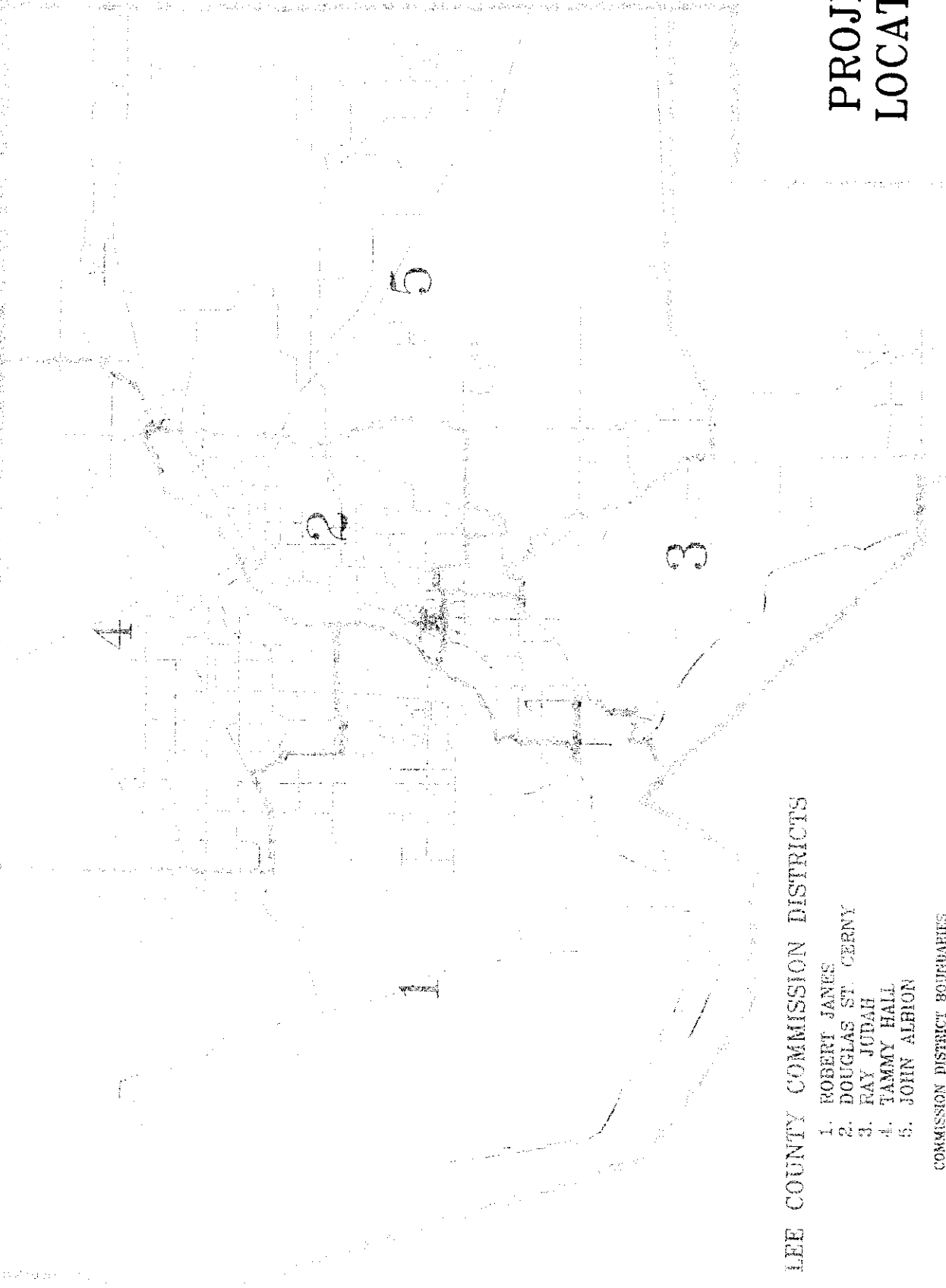
(Signature)

Vice-President
(Title)

(Seal of Engineering Firm)



Key



LEE COUNTY COMMISSION DISTRICTS

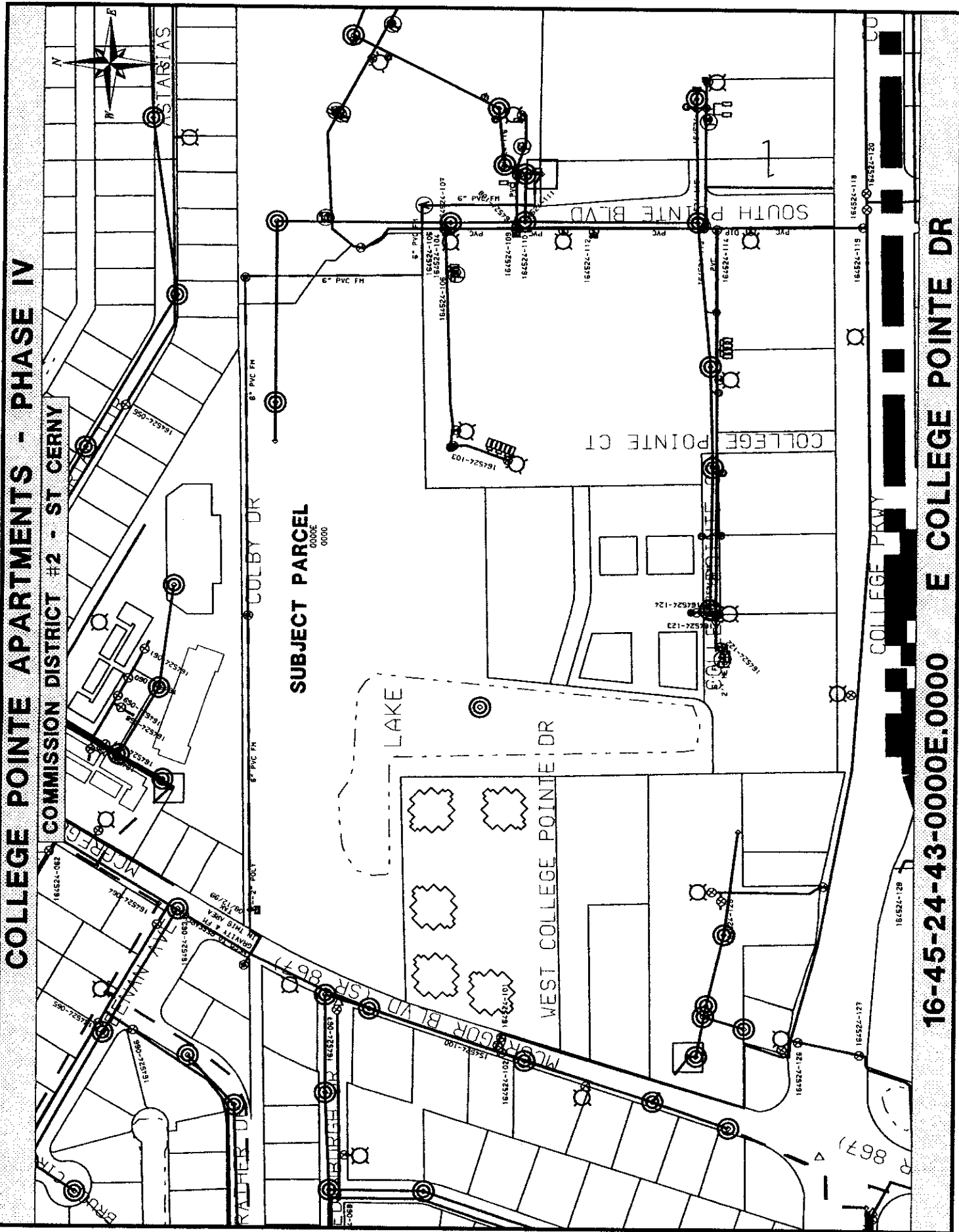
- 1. ROBERT JAMES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

COLLEGE POINTE APARTMENTS - PHASE IV

COMMISSION DISTRICT #2 - ST CERNY



SUBJECT PARCEL
0000E
0000

16-45-24-43-0000E.0000 E COLLEGE POINTE DR

WARRANTY

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

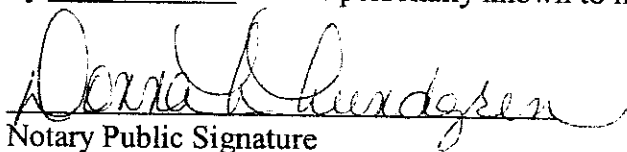
It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Kevin Jensen
(Name of Owner/Contractor)

BY: 
(Signature of Owner/Contractor)

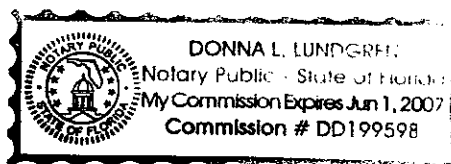
STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 23 rd day of MAY, 2005 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Donna L. Lundgren
Printed Name of Notary Public

(Notary Seal & Commission Number)



**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of Two Hundred Eighty Thousand One Hundred Five Dollars and 00 Cents(\$280,105.00) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to JSM @ College Pointe, PH IV, LLC on the job of College Pointe Apartments - Phase IV to the following described property:

College Pointe Apartments - Phase IV
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

Colby Drive, Ft. Myers, FL 33919
(Location) (Buildings 19 - 27)

16-45-24-43-0000E.0000
(Strap # or Section, Township & Range)

Dated on: April 7, 2005

[Signature]
(Signature of Authorized Representative)

Jensen Underground Utilities, Inc
(Name of Firm or Corporation)

By: Kevin Jensen
(Print Name of Authorized Representative)

5585 Taylor Road
(Address of Firm or Corporation)

Title: President

Naples, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)597-0060 Ext.

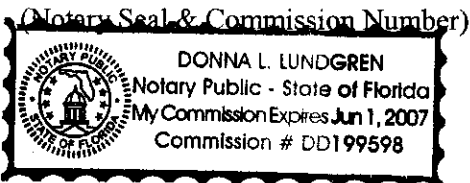
Fax#: (239)597-0061

STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 26 th day of May, 2005 by Kevin Jensen who is personally known to me - , and who did not take an oath.

[Signature]
(Notary Public Signature)

Donna L. Lundgren
(Printed Name of Notary Public)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: College Pointe Apartments - Phase IV

STRAP NUMBER: 16-45-24-43-0000E.0000

LOCATION: Colby Drive, Ft. Myers, FL 33919 (Buildings 19 - 27)

OWNER'S NAME: JSM @ College Pointe, PH IV, LLC

OWNER'S ADDRESS: 9000 Colby Drive

OWNER'S ADDRESS: Ft. Myers, FL 33919-

TYPE UTILITY SYSTEM: POTABLE WATER
 (Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

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

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
PVC C-900 DR-18	10"	897.0	LF	\$28.00	\$25,116.00
CL-50 DIP	10"	1,391.0	LF	\$40.00	\$55,640.00
CL-50 DIP	4"	246.0	LF	\$20.00	\$4,920.00
FIRE HYDRANT ASSEMBLY		6.0	EA	\$2,500.00	\$15,000.00
GATE VALVE	10"	3.0	EA	\$1,500.00	\$4,500.00
ASSORTED FITTINGS	10"	33.0	EA	\$400.00	\$13,200.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	4"	5.0	EA	\$3,500.00	\$17,500.00
ASSORTED FITTINGS	4"	15.0	EA	\$200.00	\$3,000.00
SINGLE WATER SERVICE/COMPLETE	2"	9.0	EA	\$2,500.00	\$22,500.00
SINGLE WATER SERVICE/COMPLETE	5/8"	1.0	EA	\$2,000.00	\$2,000.00
STEEL CASING	20"	85.0	LF	\$175.00	\$14,875.00
<u>TOTAL</u>					\$178,251.00

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

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

CERTIFYING:

X

(Signature of Certifying Agent)

Kevin Jensen, President

(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.

(Name of Firm or Corporation)

5585 Taylor Road

(Address of Firm or Corporation)

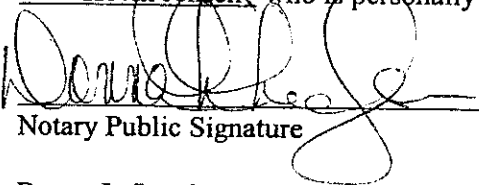
Naples, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 26 th day of May, 2005 by Kevin Jensen, who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Donna L. Lundgren
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: College Pointe Apartments - Phase IV

STRAP NUMBER: 16-45-24-43-0000E.0000

LOCATION: Colby Drive, Ft. Myers, FL 33919 (Buildings 19 - 27)

OWNER'S NAME: JSM @ College Pointe, PH IV, LLC

OWNER'S ADDRESS: 9000 Colby Drive

OWNER'S ADDRESS: Ft. Myers, FL 33919-

TYPE UTILITY SYSTEM: SANITARY SEWER

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

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

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

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC SDR-26	8"	2,097.0	LF	\$32.00	\$67,104.00
MANHOLE		7.0	EA	\$4,000.00	\$28,000.00
SINGLE SEWER SERVICE W/CLEANOUT	6"	9.0	LF	\$750.00	\$6,750.00
TOTAL					\$101,854.00

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

RECEIVED MAY 27 2005

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

CERTIFYING:

[Signature]
(Signature of Certifying Agent)

Kevin Jensen, President
(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

5585 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

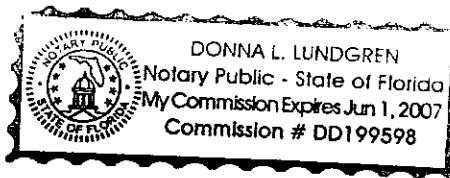
The foregoing instrument was signed and acknowledged before me this 23 rd day of May, 2005 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.

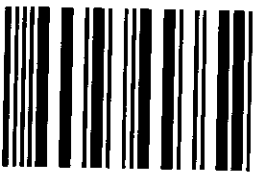
[Signature]
Notary Public Signature

Donna L. Lundgren
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)





FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240000
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0123456789

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

164524430000E0000

2. Mark (x) all
 that apply Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller): WATER EASEMENT DONATION BY: JSM @ COLLEGE POINTE, PH IV, LLC

Last First MI Corporate Name (if applicable)
9000 COLBY DR. FT. MYERS FL 33919

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

6 / 28 / 2005 \$

\$10 . 00

Property Located In Lee

(Round to the nearest dollar.)

6. Type of Document Contract/Agreement
 for Deed Other
 Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:
 (Round to the nearest dollar.) \$

YES / NO
. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO \$

Cents

. 00

12. Amount of Documentary Stamp Tax → \$

. 70

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

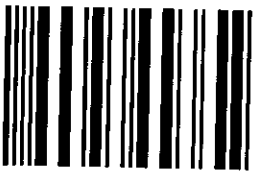
YES / NO

[Handwritten signature]

6/9/05

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
<p>This copy to Property Appraiser</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded / / </p> <p style="text-align: center;">Month Day Year</p>	<p style="text-align: center; font-size: 2em;"><u>6/9/05</u></p>

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

164524430000E0000

2. Mark (x) all that apply
 Multi-parcel transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller): WATER EASEMENT DONATION BY: JSM @ COLLEGE POINTE, PH IV, LLC

Last 9000 COLBY DR.

First

City FT. MYERS

MI

State FL

Corporate Name (if applicable)
33919

Mailing Address

RICK DIAZ, P.E. UTIL. DIRECTOR

City

State

Zip Code

Phone No.

4. Grantee (Buyer): FOR LEE CO. BD. OF CO. COMMISSIONERS

Last P. O. BOX 398

First

City FT. MYERS

MI

State FL

Corporate Name (if applicable)
33902 (2394798181)

Mailing Address

5. Date of Sale/Transfer

6 28
 Month Day

2005
 Year

City
 Sale/Transfer Price

\$10

State

Zip Code

Phone No.

. 00

Property Located In

46

County Code

(Round to the nearest dollar.)

6. Type of Document
 Contract/Agreement for Deed Other
 Warranty Deed
 Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:
 (Round to the nearest dollar.) \$

YES NO
. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:

Conventional

Seller Provided

Agreement or
 Contract for Deed

Other

10. Property Type:
 Mark (x) all that apply

Residential

Commercial

Industrial

Agricultural

Institutional/
 Miscellaneous

Government

Vacant

Acreage

Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES

NO

\$

Cents

. 00

12. Amount of Documentary Stamp Tax

\$

0.70

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES

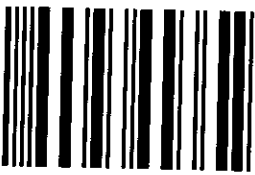
NO

[Handwritten signature]

6/9/05

To be completed by the Clerk of the Circuit Court's Office		Clerks Date Stamp	
<p>This copy to Department of Revenue</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p> <p>Month / Day / Year</p>			

This copy to Department of Revenue



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
 (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9 0123456789

164524430000E0000

2. Mark (x) all that apply
 Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller): **SEWER EASEMENT DONATION BY: JSM @ COLLEGE POINTE, PH IV, LLC**

Last First MI Corporate Name (if applicable)
9000 COLBY DR. FT. MYERS FL 33919

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS**

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

6 / 28 / 2005 \$

Sale/Transfer Price

\$10

. 00

Property Located In

Lee

(Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other
 Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance:
 (Round to the nearest dollar.) \$

YES / NO
. 00

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YES / NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

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 Mark (x) all that apply

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YES NO

\$

Cents

. 00

12. Amount of Documentary Stamp Tax

\$

. 70

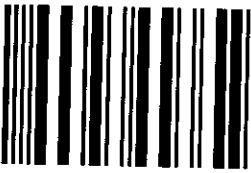
13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES NO

6/9/05

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SEWER EASEMENT DONATION BY:

JSM @ COLLEGE POINTE, PH IV, LLC

Last
 9000 COLBY DR.

First

MI
 FT. MYERS

State
 FL

Corporate Name (if applicable)
 33919

Mailing Address

RICK DIAZ, P.E.

City

UTIL. DIRECTOR

City

FOR LEE CO. BD. OF

State

Zip Code

Phone No.

4. Grantee (Buyer):

Last
 P. O. BOX 398

First

MI
 FT. MYERS

State
 FL

Corporate Name (if applicable)
 33902

(2394798181)

Mailing Address

City
 Sale/Transfer Price

State

Zip Code

Phone No.

5. Date of Sale/Transfer

6 28

2005

\$

\$10

. 00

Property
 Located In

46

County Code

Month

Day

Year

(Round to the nearest dollar.)

6. Type of Document

Contract/Agreement
 for Deed

X

Other

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:

YES

X NO

Warranty
 Deed

Quit Claim
 Deed

(Round to the nearest dollar.) \$

. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
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Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES

X NO

9. Was the sale/transfer financed? YES

X

NO If "Yes", please indicate type or types of financing:

Conventional

Seller Provided

Agreement or
 Contract for Deed

Other

10. Property Type:
 Mark (x) all
 that apply

Residential

Commercial

Industrial

Agricultural

Institutional/
 Miscellaneous

Government

Vacant

Acreage

Timeshare

X

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 amount attributable to the personal property. (Round to the nearest dollar.)

YES

X

NO

\$

Cents

. 00

12. Amount of Documentary Stamp Tax

\$

0.70

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES

NO

6/9/05

To be completed by the Clerk of the Circuit Court's Office		Clerks Date Stamp	
<p>This copy to Department of Revenue</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded / / Month Day Year</p>			

This copy to Department of Revenue

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

V#111463
BS 20050794

SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/record against:

Purchase Order # N/A for COLLEGE POINTE APARTMENTS, PHASE IV project.
ACCT #OD5360748700.504930 EASEMENT: JSM @ COLLEGE POINTE, PH IV, LLC
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES



SUE GULLEDGE

Signature Authorization

6-9-05

B. SERVICE RECEIVED:

RECORDING EASEMENT (2) 1-WATER; 2-SEWER

O. R. COPIES

PLAT COPIES

CASE # INDEX FEE

DESCRIPTION OF SERVICE RECORDING

AMOUNT OF FEE INCURRED \$

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D

ENTERED

CUST. # 500283

INV. #

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

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

Strap Number(s):
16-45-24-43-0000E.0000

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

(WATER LINE EASEMENT)

THIS INDENTURE is made and entered into this ____ day of _____ 2005, by and between JSM at College Pointe, PH IV, LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

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

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

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

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

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

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

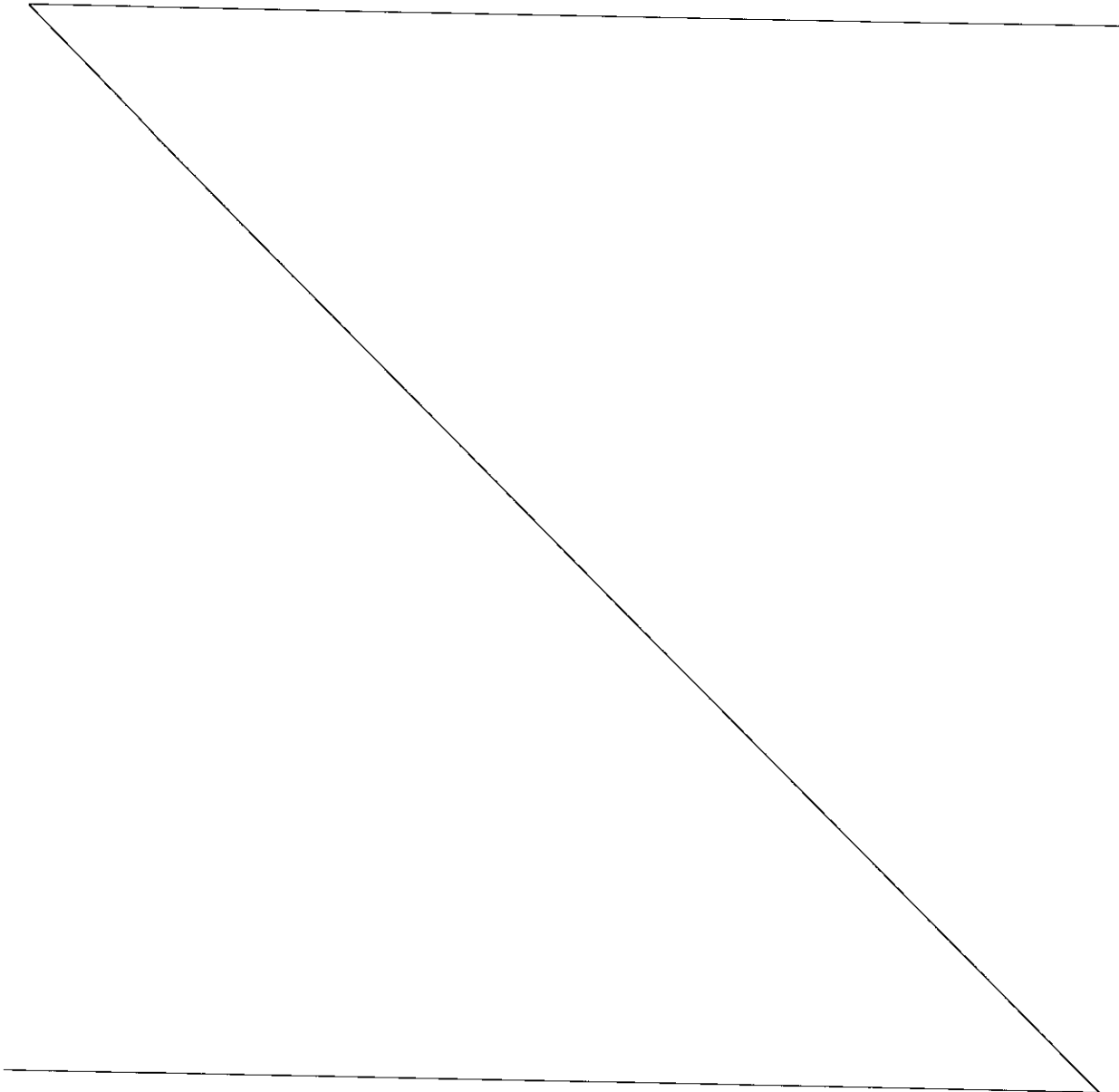
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

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

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

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

(Balance of Page Left Intentionally Blank)



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

Rose Anne Quinn
[1st Witness' Signature]

Rose Anne Quinn
[Type or Print Name]

Suzanne Torsiello
[2nd Witness' Signature]

Suzanne Torsiello
[Type or Print Name]

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

Jack Morris
[Type or Print Name]

Managing Member
[Title]

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

The foregoing instrument was signed and acknowledged before me this 21st day of April 2005, by Jack Morris who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Doris E. Soltis
[Signature of Notary]

Doris E. Soltis
[Typed or Printed Name]

My Commission expires: 6/15/05

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 20_____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

OPERATING AGREEMENT OF JSM AT COLLEGE POINTE PHASE IV, LLC

This Operating Agreement of JSM AT COLLEGE POINTE PHASE IV, LLC is entered into as of the date set forth on the signature page hereof, by and among JACK MORRIS, Managing Member (Manager), and the Parties whose names and interests are set forth on the Schedule A attached hereto and made a part hereof as "Members."

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto intending to be legally bound hereby agree and certify as follows:

ARTICLE I DEFINITIONS

The following defined terms shall have the meanings assigned to them in this Article unless the context clearly requires a different meaning:

1. "Act" means the Florida Limited Liability Company Act, as amended from time to time or, if the jurisdiction whose law governs the Company is changed, then that jurisdiction's law.

2. "Adjusted Book Value of a Membership Unit" shall be the net book value of the Company's business and assets determined on the accrual basis adjusted as follows and divided by the number of Membership Units outstanding on the Valuation Date, without a discount for minority interest or a premium for majority interest:

- 2.1 All marketable securities that are regularly traded on an established exchange shall be taken into account at the closing price thereof on the last market day of such preceding month.
- 2.2 All tangible personal property that the Company owns and uses in connection with the operation of its business activities and not for investment purposes shall be valued at the greater of its book value (adjusted for accumulated depreciation determined on a straight-line basis) or one-half (1/2) of its original acquisition cost. All personal property owned by the Company for investment purposes and not as a related business asset shall be valued at fair market value.
- 2.3 Any amortization of goodwill or other intangibles shall be eliminated.
- 2.4 Marketable goodwill, trademarks, trade names, patents, copyrights, leaseholds or any similar intangible assets shall be valued at fair market value using MAI appraisals.
- 2.5 In the event of any pending or known claims for negligence or other liability that are not fully covered by insurance, any estimated loss therefrom shall be accrued as a liability of the Company to the extent such accrual shall be required under generally accepted accounting principles. The Member of the Company agree to submit in connection with such determination a certificate as to their knowledge of any pendency or probable pendency or possible pendency of such claims.
- 2.6 All real property owned directly or indirectly by the Company shall be valued at fair market value using MAI appraisals.

OPERATING AGREEMENT OF JSM AT COLLEGE POINTE PHASE IV, LLC

SCHEDULE A

Manager:

JACK MORRIS, Managing Member

Members:

Units and Percentage Interests

JACK MORRIS, Member	500 Voting Units	50%
SHERYL WEINGARTEN, Member	500 Voting Units	50%

Members:

Capital Contributions

JACK MORRIS, Member	\$ 5,000,00
SHERYL WEINGARTEN, Member	\$ 5,000,00

ARTICLE IX MANAGEMENT OF THE COMPANY: RIGHTS, POWERS, AND OBLIGATIONS OF THE MANAGERS

9.1. Powers in General. The management and control of the Company and its business shall be vested exclusively in the Manager(s), who shall have all the rights and powers (a) that by law may be possessed by a Manager, (b) that they deem necessary, appropriate, or convenient in the discharge of their responsibilities hereunder and (c) that are conferred upon them by this Agreement. All such rights and powers shall be exercised by the Managers in such manner and on such terms and conditions as they in their sole discretion determine without the consent of any other Person. All acts taken or not taken by the Managers in good faith in connection with the management of the Company and its business shall be at the expense and risk of the Company. Without limiting the scope of the foregoing powers, the Managers shall have the following specific rights and powers:

9.1.1 To expend Company capital and income in the exercise of any of their rights or powers hereunder;

9.1.2 To sell, assign, convey, or otherwise transfer title to any portion of the Company's real and personal property, including any interest in any mortgage, lease, or other interest in real or personal property;

9.1.3 To lease, on such terms as may be deemed proper, all or any portion of the Company's real or personal property, regardless of whether the leased space or facility is to be occupied by the lessee or subleased in whole or in part to others;

9.1.4 To borrow money for the Company on the security of all or any part of its real and personal property, and in conjunction therewith, execute all the necessary papers and documents, including, but not limited to, bonds, notes, mortgages, pledges, security agreements, and confessions of judgment for and on behalf of the Company;

9.1.5 To obtain replacements of mortgages of the Company's property;

9.1.6 To prepay in whole or in part, refinance, recast, increase, modify, consolidate, or extend, on such terms as the Managers may deem proper, any mortgages affecting the Company's real or personal property;

9.1.7 To place record title to the Company's real or personal property in the name or names of a nominee or nominees for the purpose of mortgage financing or any other convenience or benefit to the Company;

9.1.8 To set aside Company capital or other funds for payment of past, current, and future liabilities of the Company;

9.1.9 To reallocate among the other Members the capital of a Member whose interest are being surrendered, abandoned, otherwise voided, or reduced;

9.1.10 To select and open Company bank accounts, with withdrawals therefrom to be made upon a signature or signatures designated by the Managers;

9.1.11 To invest as a limited partner, shareholder of a corporation, or Member of another limited liability company, in any property and make supplemental investments in and/or loans to other entities and to take any other action to protect the Company's investments, in their



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a Parcel of Land
Lying in
Section 16, Township 45 South, Range 24 East
Lee County, Florida
(20' Water Line Easement - College Pointe - Phase IV)

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 16, Township 45 South, Range 24 East, and being part of Tract "E" of College Pointe according to the map or plat thereof as recorded in Plat Book 62 at Pages 76 through 78 of the Public Records of said Lee county and being more particularly described as follows:

A water line easement 20.00 feet wide lying 10.00 feet each side of the following described centerline:

Commencing at the northeast corner of Tract "A" of said College Pointe Subdivision; thence S88°38'05"W along the north line of said Tract "A" and the north line of Lot 1 of said subdivision, said line also being the south line of Tract "E" of said subdivision, for 59.36 feet; thence N01°21'55"W for 73.47 feet to a point on a non-tangent curve concave to the northeast having a radius of 63.00 feet and to which point a radial line bears S31°41'26"W; thence northwesterly along the arc of said curve through a central angle of 56°57'59" for 62.64 feet to the Point of Beginning; thence S88°38'05"W for 44.20 feet; thence N31°38'48"W for 114.72 feet; thence S58°21'12"W for 141.29 feet to Point "A"; thence continue S58°21'12"W for 81.89 feet to Point "B"; thence continue S58°21'12"W for 25.78 feet to Point "C"; thence continue S58°21'12"W for 49.35 feet to Point "D"; thence continue S58°21'12"W for 47.32 feet to Point "E"; thence continue S58°21'12"W for 14.11 feet; thence S73°28'15"W for 77.65 feet; thence N31°38'48"W for 17.29 feet to Point "F"; thence continue N31°38'48"W for 128.98 feet; thence S58°21'12"W for 59.92 feet to Point "G"; thence continue S58°21'12"W for 98.32 feet; thence N31°38'48"W for 29.95 feet to Point "H"; thence continue N31°38'48"W for 36.38 feet to Point "I"; thence continue N31°38'48"W for 57.18 feet to Point "J"; thence continue N31°38'48"W for 152.68 feet to Point "K"; thence continue N31°38'48"W for 22.67 feet; thence S88°21'12"W for 503.91 feet; thence S77°09'30"W for 17.46 feet to Point "L"; thence continue S77°09'30"W for 35.83 feet; thence S59°01'31"W for 54.73 feet; thence S47°12'11"W for 85.51 feet; thence S55°21'19"W for 48.59 feet; thence S82°36'59"W for 53.27 feet to the Point of Terminus of the herein described centerline.

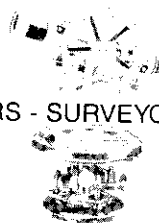
And Also:

Beginning at the aforesaid Point "A"; thence S31°38'48"E for 20.00 feet to the Point of Terminus of the herein described centerline.

Continued ...

PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE



Description of a Parcel of Land
Lying in
Section 16, Township 45 South, Range 24 East
Lee County, Florida
(20' Water Line Easement - College Pointe - Phase IV)
- Continued -

And Also:

Beginning at the aforesaid Point "B"; thence S31°38'48"E for 34.00 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid Point "C"; thence N31°38'48"W for 61.34 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid Point "D"; thence N31°38'48"W for 39.55 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid Point "E"; thence N31°38'48"W for 51.62 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid Point "F"; thence N58°21'12"E for 18.00 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid Point "G"; thence S31°22'49"E for 19.33 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid Point "H"; thence S58°21'12"W for 53.52 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid Point "I"; thence S58°21'12"W for 87.00 feet to the Point of Terminus of the herein described centerline.

Continued...

Description of a Parcel of Land
Lying in
Section 16, Township 45 South, Range 24 East
Lee County, Florida
(20' Water Line Easement - College Pointe - Phase IV)
- Continued -

And Also:

Beginning at the aforesaid Point "J"; thence N58°21'12"E for 24.79 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid Point "K"; thence N58°21'12"E for 15.00 feet to the Point of Terminus of the herein described centerline.

And Also:

Beginning at the aforesaid Point "L"; thence S17°50'40"E for 83.10 feet to the Point of Terminus of the herein described centerline.

Bearings are based on the plat of College Pointe with the south line of Tract "E" bearing S88°38'05"W.

Said parcel subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)



Charles Donald Knight, P.S.M. 6056

30813DESC-WATERLINE1

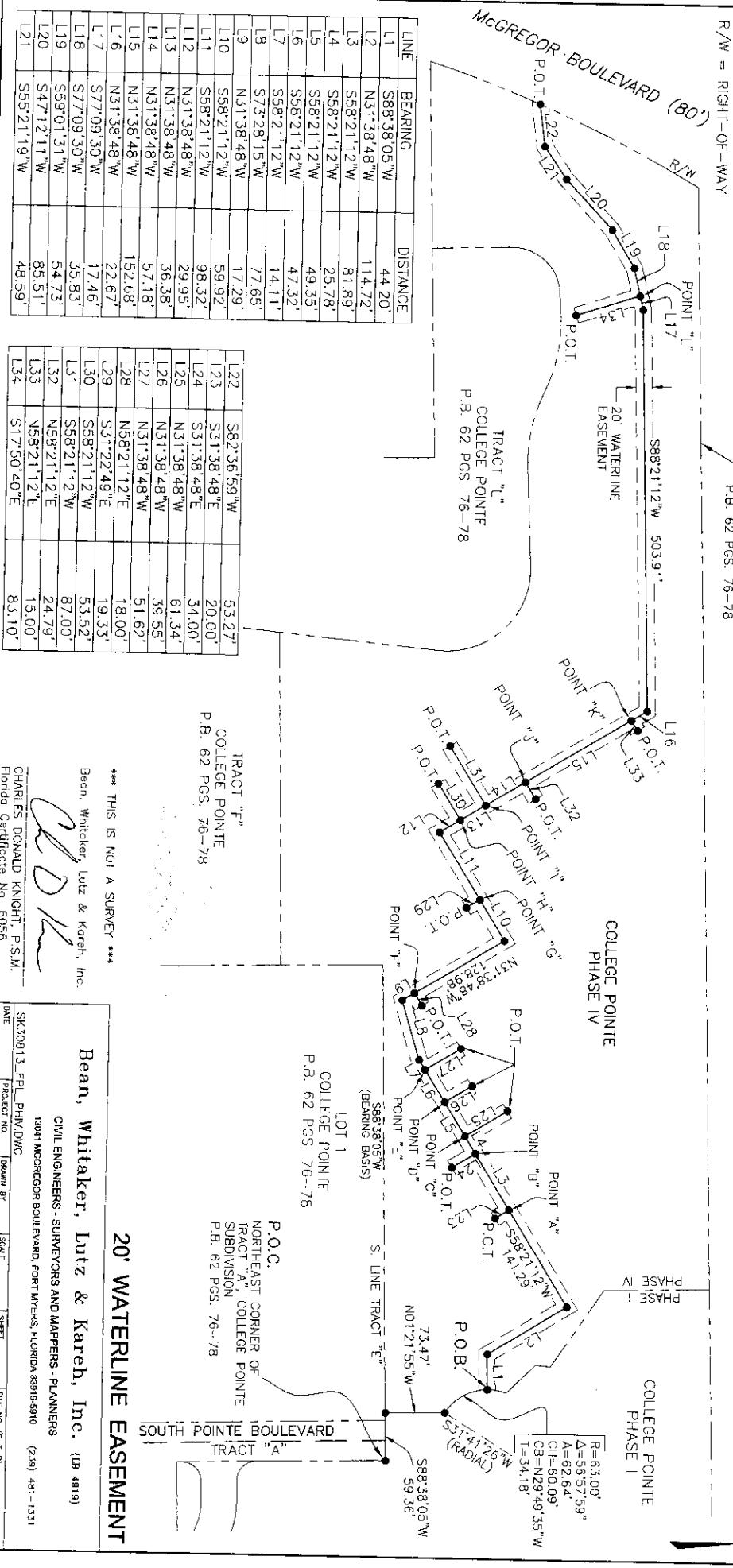
4/21/05

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS,
AND RIGHTS-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED
AND UNRECORDED).

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.O.T. = POINT OF TERMINUS
P.C. = POINT OF CURVE
P.R.C. = POINT OF REVERSE CURVE
P.T. = POINT OF TANGENCY
R/W = RIGHT-OF-WAY

SKETCH TO ACCOMPANY DESCRIPTION

SECTION 16, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LYING IN
LEE COUNTY, FLORIDA.



LINE	BEARING	DISTANCE
L1	S88°38'05"W	44.20'
L2	N31°38'48"W	114.72'
L3	S58°21'12"W	81.89'
L4	S58°21'12"W	25.78'
L5	S58°21'12"W	49.35'
L6	S58°21'12"W	47.32'
L7	S58°21'12"W	14.11'
L8	S73°28'15"W	17.65'
L9	N31°38'48"W	17.29'
L10	S58°21'12"W	59.92'
L11	S58°21'12"W	98.32'
L12	N31°38'48"W	29.95'
L13	N31°38'48"W	36.38'
L14	N31°38'48"W	57.16'
L15	N31°38'48"W	152.68'
L16	N31°38'48"W	22.67'
L17	S77°09'30"W	17.46'
L18	S77°09'30"W	35.83'
L19	S47°12'11"W	54.73'
L20	S47°12'11"W	85.51'
L21	S55°21'19"W	48.59'

L22	S82°36'59"W	53.27'
L23	S31°38'48"E	20.00'
L24	S31°38'48"E	34.00'
L25	N31°38'48"W	61.34'
L26	N31°38'48"W	39.55'
L27	N31°38'48"W	51.62'
L28	N58°21'12"E	18.00'
L29	S31°22'49"E	19.33'
L30	S58°21'12"W	53.52'
L31	S58°21'12"W	87.00'
L32	N58°21'12"E	24.79'
L33	N58°21'12"E	15.00'
L34	S17°50'40"E	83.10'

*** THIS IS NOT A SURVEY ***

Bean, Whitaker, Lutz & Kreh, Inc.

CHARLES DONALD KNIGHT, P.S.M.
Florida Certificate No. 6056

20' WATERLINE EASEMENT

Bean, Whitaker, Lutz & Kreh, Inc. (LB 4819)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5910 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
4-21-05	30813	CDK	1" = 150'	2 OF 2	16-45-24

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

Strap Number(s):
16-45-24-43-0000E.0000

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

(SEWER LINE EASEMENT)

THIS INDENTURE is made and entered into this ___ day of _____ 2005, by and between JSM at College Pointe, PH IV, LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

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

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

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

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

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

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

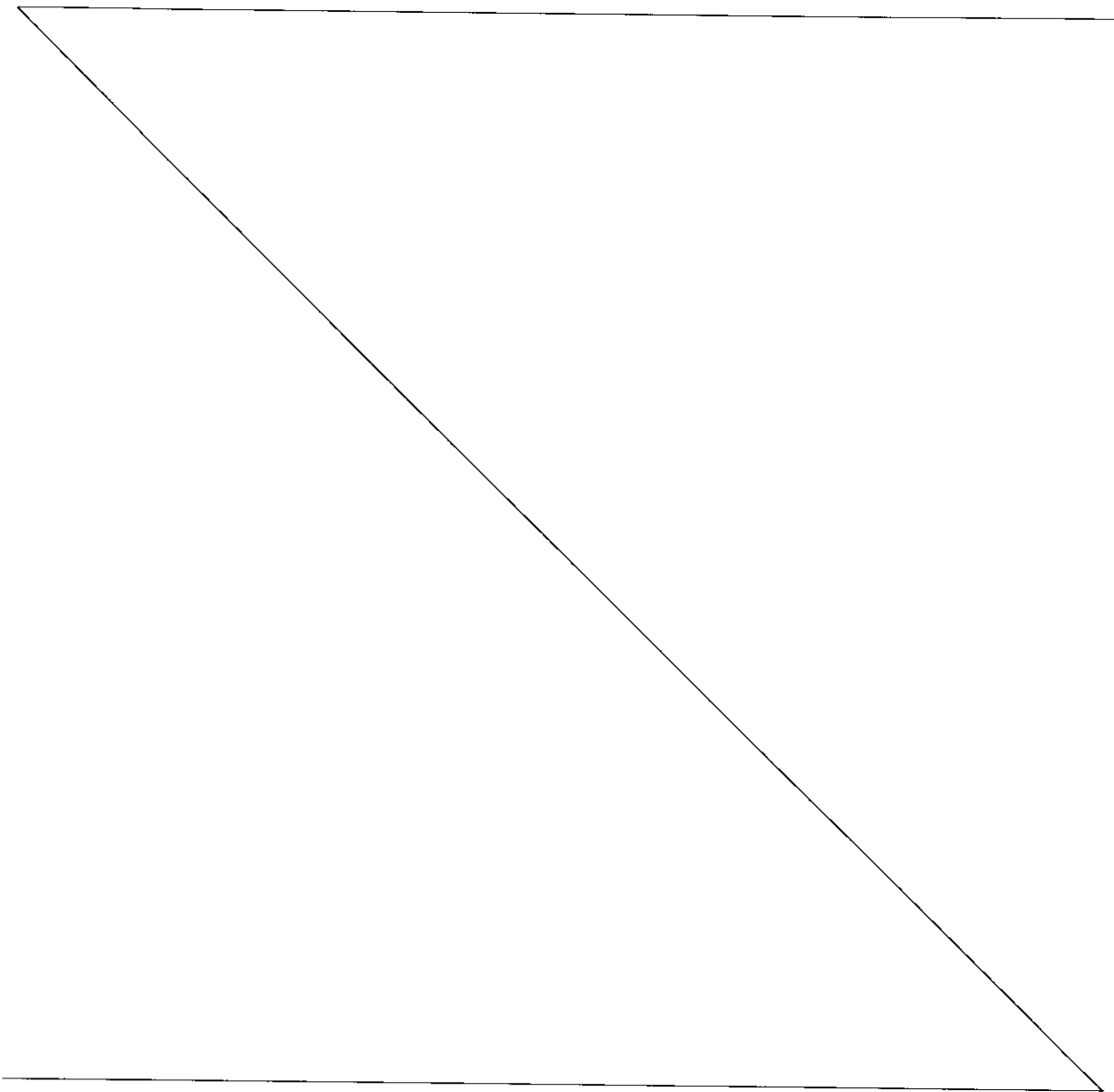
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

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

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

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

(Balance of Page Left Intentionally Blank)



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

Rose Anne Quinn
[1st Witness' Signature]

Rose Anne Quinn
[Type or Print Name]

Suzanne Torsiello
[2nd Witness' Signature]

Suzanne Torsiello
[Type or Print Name]

BY: x Jack Morris
[Signature Grantor's/Owner's]

Jack Morris
[Type or Print Name]

Managing Member
[Title]

STATE OF NEW JERSEY
COUNTY OF MIDDLESEX

The foregoing instrument was signed and acknowledged before me this 21st day of April 2005, by Jack Morris who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Doris E. Soltis
[Signature of Notary]

Doris E. Soltis
[Typed or Printed Name]

My Commission expires: 6/15/05

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 20_____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

OPERATING AGREEMENT OF JSM AT COLLEGE POINTE PHASE IV, LLC

This Operating Agreement of JSM AT COLLEGE POINTE PHASE IV, LLC is entered into as of the date set forth on the signature page hereof, by and among JACK MORRIS, Managing Member (Manager), and the Parties whose names and interests are set forth on the Schedule A attached hereto and made a part hereof as "Members."

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto intending to be legally bound hereby agree and certify as follows:

ARTICLE I DEFINITIONS

The following defined terms shall have the meanings assigned to them in this Article unless the context clearly requires a different meaning:

1. "Act" means the Florida Limited Liability Company Act, as amended from time to time or, if the jurisdiction whose law governs the Company is changed, then that jurisdiction's law.

2. "Adjusted Book Value of a Membership Unit" shall be the net book value of the Company's business and assets determined on the accrual basis adjusted as follows and divided by the number of Membership Units outstanding on the Valuation Date, without a discount for minority interest or a premium for majority interest:

2.1 All marketable securities that are regularly traded on an established exchange shall be taken into account at the closing price thereof on the last market day of such preceding month.

2.2 All tangible personal property that the Company owns and uses in connection with the operation of its business activities and not for investment purposes shall be valued at the greater of its book value (adjusted for accumulated depreciation determined on a straight-line basis) or one-half (1/2) of its original acquisition cost. All personal property owned by the Company for investment purposes and not as a related business asset shall be valued at fair market value.

2.3 Any amortization of goodwill or other intangibles shall be eliminated.

2.4 Marketable goodwill, trademarks, trade names, patents, copyrights, leaseholds or any similar intangible assets shall be valued at fair market value using MAI appraisals.

2.5 In the event of any pending or known claims for negligence or other liability that are not fully covered by insurance, any estimated loss therefrom shall be accrued as a liability of the Company to the extent such accrual shall be required under generally accepted accounting principles. The Member of the Company agree to submit in connection with such determination a certificate as to their knowledge of any pendency or probable pendency or possible pendency of such claims.

2.6 All real property owned directly or indirectly by the Company shall be valued at fair market value using MAI appraisals.

OPERATING AGREEMENT OF JSM AT COLLEGE POINTE PHASE IV, LLC

SCHEDULE A

Manager:

JACK MORRIS, Managing Member

Members:

JACK MORRIS, Member

SHERYL WEINGARTEN, Member

Units and Percentage Interests

500 Voting Units 50%

500 Voting Units 50%

Members:

JACK MORRIS, Member

SHERYL WEINGARTEN, Member

Capital Contributions

\$ 5,000,00

\$ 5,000,00

ARTICLE IX **MANAGEMENT OF THE COMPANY: RIGHTS, POWERS, AND OBLIGATIONS OF THE MANAGERS**

9.1. **Powers in General.** The management and control of the Company and its business shall be vested exclusively in the Manager(s), who shall have all the rights and powers (a) that by law may be possessed by a Manager, (b) that they deem necessary, appropriate, or convenient in the discharge of their responsibilities hereunder and (c) that are conferred upon them by this Agreement. All such rights and powers shall be exercised by the Managers in such manner and on such terms and conditions as they in their sole discretion determines without the consent of any other Person. All acts taken or not taken by the Managers in good faith in connection with the management of the Company and its business shall be at the expense and risk of the Company. Without limiting the scope of the foregoing powers, the Managers shall have the following specific rights and powers:

9.1.1 To expend Company capital and income in the exercise of any of their rights or powers hereunder;

9.1.2 To sell, assign, convey, or otherwise transfer title to any portion of the Company's real and personal property, including any interest in any mortgage, lease, or other interest in real or personal property;

9.1.3 To lease, on such terms as may be deemed proper, all or any portion of the Company's real or personal property, regardless of whether the leased space or facility is to be occupied by the lessee or subleased in whole or in part to others;

9.1.4 To borrow money for the Company on the security of all or any part of its real and personal property, and in conjunction therewith, execute all the necessary papers and documents, including, but not limited to, bonds, notes, mortgages, pledges, security agreements, and confessions of judgment for and on behalf of the Company;

9.1.5 To obtain replacements of mortgages of the Company's property;

9.1.6 To prepay in whole or in part, refinance, recast, increase, modify, consolidate, or extend, on such terms as the Managers may deem proper, any mortgages affecting the Company's real or personal property;

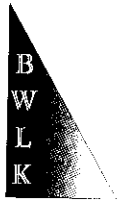
9.1.7 To place record title to the Company's real or personal property in the name or names of a nominee or nominees for the purpose of mortgage financing or any other convenience or benefit to the Company;

9.1.8 To set aside Company capital or other funds for payment of past, current, and future liabilities of the Company;

9.1.9 To reallocate among the other Members the capital of a Member whose interest are being surrendered, abandoned, otherwise voided, or reduced;

9.1.10 To select and open Company bank accounts, with withdrawals therefrom to be made upon a signature or signatures designated by the Managers;

9.1.11 To invest as a limited partner, shareholder of a corporation, or Member of another limited liability company, in any property and make supplemental investments in and/or loans to other entities and to take any other action to protect the Company's investments, in their



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmoffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Description of a Parcel of Land
Lying in
Section 16, Township 45 South, Range 24 East
Lee County, Florida
(20' Sanitary Sewer Easement - College Pointe - Phase IV)

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 16, Township 45 South, Range 24 East, and being part of Tract "E" of College Pointe according to the map or plat thereof as recorded in Plat Book 62 at Pages 76 through 78 of the Public Records of said Lee county and being more particularly described as follows:

A sanitary sewer easement 20.00 feet wide lying 10.00 feet each side of the following described centerline:

Commencing at the northeast corner of Tract "A" of said College Pointe Subdivision; thence S88°38'05"W along the north line of said Tract "A" and the north line of Lot 1 of said subdivision, said line also being the south line of Tract "E" of said subdivision, for 620.00 feet to the northwest corner of said Lot 1; thence S01°21'55"E along the west line of said Lot 1 for 126.63 feet to the northeast corner of Tract "F" of said College Pointe Subdivision; thence S88°44'35"W along the north line of said Tract "F" and the south line of said Tract "E" for 201.75 feet; thence N01°15'25"W for 72.71 feet to the Point of Beginning; thence N69°19'22"E for 304.83 feet; thence N58°21'12"E for 388.65 feet; thence N60°10'23"W for 202.28 feet; thence S88°21'12"W for 800.00 feet; thence S87°34'08"W for 320.00 feet; thence S56°36'02"W for 127.00 feet to the Point of Terminus of the herein described centerline.

Bearings are based on the plat of College Pointe with the south line of Tract "E" bearing S88°38'05"W.

Said parcel subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

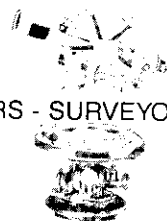
Charles Donald Knight, P.S.M. 6056

30813DESC-SEWER1

4/28/05

PRINCIPALS.
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

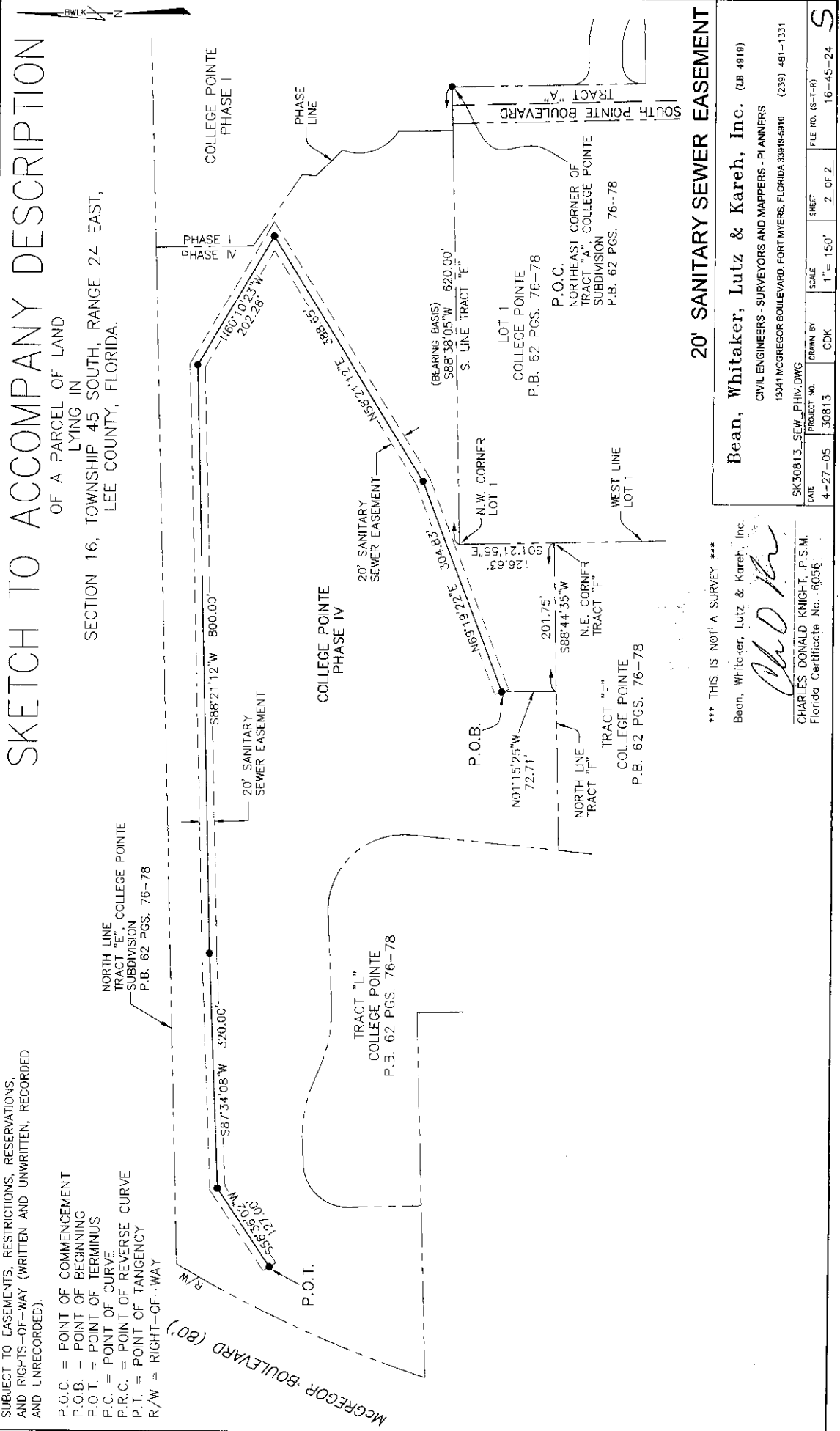
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SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS,
AND RIGHTS-OF-WAY (WRITTEN AND UNWRITTEN, RECORDED
AND UNRECORDED).

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.O.T. = POINT OF TERMINUS
P.C. = POINT OF CURVE
P.R.C. = POINT OF REVERSE CURVE
P.T. = POINT OF TANGENCY
R/W = RIGHT-OF-WAY

SKETCH TO ACCOMPANY DESCRIPTION OF A PARCEL OF LAND LYING IN

SECTION 16, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA.



20' SANITARY SEWER EASEMENT

Bean, Whitaker, Lutz & Kreh, Inc. (LB 4818)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-6910 (239) 481-1331

SK30813-SEW_PHV.DWG
PROJECT NO. 30813
DATE 4-27-05
DRAWN BY CDK
SCALE 1" = 150'
SHEET 2 OF 2
FILE NO. (S-T-9) 16-45-24

*** THIS IS NOT A SURVEY ***
Bean, Whitaker, Lutz & Kreh, Inc.
Charles Knight
CHARLES DONALD KNIGHT, P.S.M.
Florida Certificate No. 6056