

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

**Blue Sheet No. 20051676-UTL**

**1. Action Requested/Purpose:**

1) Approve final acceptance, by Resolution, and recording of two Rebateable Agreements (one water and one sewer); and 2) authorize the Chairwoman on behalf of the BOCC to execute the Rebateable Agreements, as donations of a water distribution system, gravity collection system, lift station and force main extension to provide potable water service, fire protection and sanitary sewer service to *Estero Palms*, a recently constructed 32-lot single-family residential subdivision, as well as other parcels along Block Lane. This is a Developer Contributed asset project located on the south side of Block Lane approximately 1,850' south of Corkscrew Road and 350' west of River Ranch Road.

**2. What Action Accomplishes:**

Provides adequate utility infrastructure to support development of the subject property as well as other parcels along Block Lane and complies with the Lee County Utilities Operations Manual.

**3. Management Recommendation:**

Approval.

**4. Departmental Category: 10 --**

**CIOH**

**5. Meeting Date:**

**12-13-2005**

**6. Agenda:**

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

**7. Requirement/Purpose (specify)**

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

**8. Request Initiated:**

Commissioner  
Department: **Public Works**  
Division: **Utilities**  
By: **Rick Diaz, F. E., Utilities Director**  
Date: **11/27/05**

**9. Background:**

This project is located within the former Gulf Environmental Services' service area, therefore 'Permission to Construct' was not granted by the Board and there is no previous Blue Sheet number. The installation has been inspected for compliance to Gulf Environmental Services' standards. 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. Satisfactory lift station startup has been performed. (L/S#7829) 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 34 TOWNSHIP 46S RANGE 25E DISTRICT #3 COMMISSIONER JUDAH

**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>J. Lavender</i> Date: <b>11-21-05</b>	N/A	N/A	<b>P.O.</b> T. Osterhout Date: <b>11/21</b>	<i>S. Coovort</i> Date: <b>11/21/05</b>	<i>P.M.</i> <b>11/29/05</b>	<i>W. Alsalho</i>	<i>M.</i> <b>11/29/05</b>	<i>M.</i> <b>11/29/05</b>	<i>J. Lavender</i> Date: <b>11-21-05</b>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
COUNTY ADMIN  
**11-28-05**  
**4:30 PM**  
COUNTY ADMIN  
FORWARDED TO:

Rec. by CoAtty  
Date: **11/23/05**  
Time: **8:23 AM**  
Forwarded To: **ADM 11/23**

LETTER OF COMPLETION

DATE: 2/30/2007

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/or sewage collection system(s) located in \_\_\_\_\_

ESTERO PALMS SUBDIVISION  
\_\_\_\_\_  
(Name of Development)

were designed by me and have been constructed in conformance with:

- the approved plans
- the revised plans, attached

and:

- the approved specifications
- the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: Pressure  
Flow Test, Sanitary Under/Over, Pumps, LS System

Very truly yours,

SLW Eng. Inc.  
(Owner or Name of Corporation)

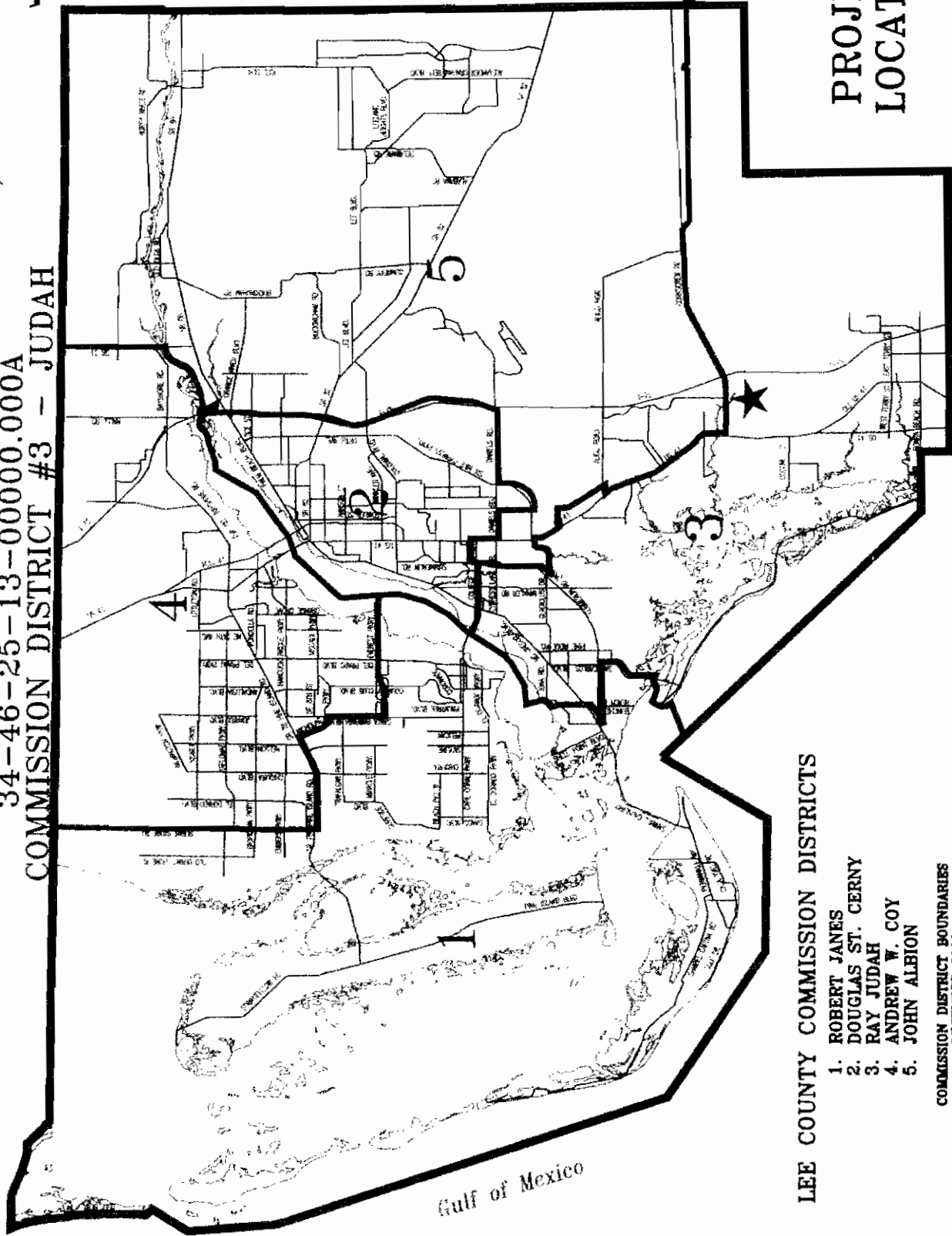
Ken R. Hanks  
(Signature)

Principal  
(Title)

SEAL OF ENGINEERING FIRM



ESTERO PALMS (FORMER GES SERVICE AREA)  
 34-46-25-13-0000.000A  
 COMMISSION DISTRICT #3 - JUDAH



PROJECT  
 LOCATION

LEE COUNTY COMMISSION DISTRICTS

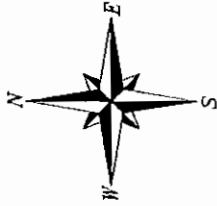
- 1. ROBERT JAMES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES  
 DECEMBER 2000

Gulf of Mexico

**ESTERO PALMS - FORMER GES SERVICE AREA**

**COMMISSION DISTRICT #3 - JUDAH**



BLOCK LN

BLOCK LN

ARENAGA LN

**SUBJECT PARCELS**  
00000  
003A

RED LATAN WAY

ROAD RUNNER C

RIDGE RUNNER C

SPRING RIDGE

HORNE LN

RIVER RANCH RD

LAKE

**34-46-25-13-00000.000A RED LATAN WAY & ARENGA LN**

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of ESTERO PALMS SUBDIVISION 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.

FLORIDA STATE UNDERGROUND, INC  
(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 2 nd day of SEPT, 2005 by THOMAS P. MCKIMM who is personally known to me - \_\_\_\_\_, and who did not take an oath.

  
Notary Public Signature

CATHYE VANKERSCHAEVER  
Notary Public - State of Florida  
My comm. expires Sept 19, 2005  
Comm. No. DD049646

CATHYE VANKERSCHAEVER  
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

One Hundred Sixty Nine Thousand Eight Hundred Eighteen and 75/100 Dollars (\$169,818.75 )

hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Design Builders of SW Florida, Inc. on the job of Estero Heights at the Park, LLC to the following described property:

<u>Estero Palms Subdivision</u> (Name of Development/Project) Arenga Lane, Red Latan Way and <u>Block Lane Estero, Florida 33928</u> (Location)	<u>water distribution and sanitary sewer systems</u> (Facilities Constructed) 34-46-25-13-0000A.00CE & B.00CE, <u>000D1.00CE &amp; 000D2.00CE</u> (Strap # or Section, Township & Range)
---	--

Dated on: September 6, 2005

By: [Signature]  
(Signature of Authorized Representative)

By: Thomas P. McKimm  
(Print Name of Authorized Representative)

Title: President

Phone #: (239)643-6449 Ext.

Florida State Underground, Inc.  
(Name of Firm or Corporation)

4540 Domestic Avenue  
(Address of Firm or Corporation)

Naples, FL 34104-  
(City, State & Zip Of Firm Or Corporation)

Fax#: (239)643-6891

STATE OF FL )  
                                ) SS:  
COUNTY OF COLLIER )

The foregoing instrument was signed and acknowledged before me this 6th day of September, 2005  
by Thomas P. McKimm who is personally known to me - \_\_\_\_\_, and who did not take an oath.

CATHYE VANKERSCHAEVER Notary Public - State of Florida My comm. expires Sept 19, 2005 Comm. No. DD049646
---

[Signature]  
(Notary Public Signature)

(Notary Seal & Commission Number)      Cathye VanKerschaever  
(Printed Name of Notary Public)

RECEIVED SEP - 9 2005

**CERTIFICATION OF CONTRIBUTORY ASSETS****PROJECT NAME:** Estero Palms Subdivision**STRAP NUMBER:** 34-46-25-13-0000A.00CE and B.00CE, 000D1.00CE and 000D2.00CE**LOCATION:** Arenga Lane, Red Latan Way  
and Block Lane Estero, Florida 33928**OWNER'S NAME:** (as shown on Deed) Estero Heights at the Park, LLC**OWNER'S ADDRESS:** 1231 Cape Coral Parkway**OWNER'S ADDRESS:** Cape Coral, FL 33904-**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**

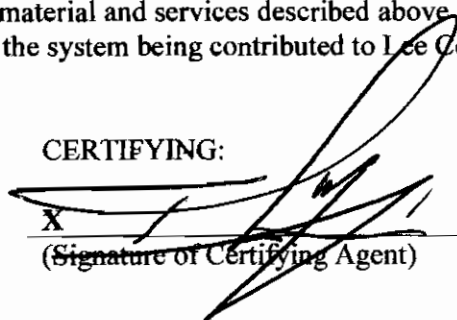
Please list each element of the system from the drop-down list provided.

<b>ITEM</b>	<b>SIZE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
TAPPING SLEEVE W/VALVE	10" x 8"	1.0	EA	\$2,683.00	\$2,683.00
PVC C-900 DR-14	8"	158.0	LF	\$12.70	\$2,006.60
PVC C-900 DR-18	8"	1873	LF	\$10.35	\$19,385.55
GATE VALVE	8"	3.0	EA	\$726.45	\$2,179.35
FIRE HYDRANT ASSEMBLY		5.0	EA	\$1,980.85	\$9,904.25
DOUBLE WATER SERVICE/COMPLETE	8" x 1"	16.0	EA	\$506.50	\$8,104.00
STEEL CASING	18"	47.0	LF	\$152.15	\$7,151.05
CL-50 DIP	8"	96.0	LF	\$20.25	\$1,944.00
SINGLE WATER SERVICE/COMPLETE	8" x 5/8"	1.0	EA	\$405.25	\$405.25
<b>TOTAL</b>					<b>\$53,763.05</b>

(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)

THOMAS P. MCKIMM, PRESIDENT  
\_\_\_\_\_  
(Name & Title of Certifying Agent)

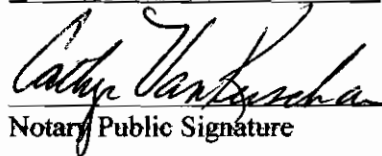
FLORIDA STATE UNDERGROUND, INC.  
\_\_\_\_\_  
(Name of Firm or Corporation)

4540 DOMESTIC AVENUE  
\_\_\_\_\_  
(Address of Firm or Corporation)

NAPLES, FL 34104 -  
\_\_\_\_\_

STATE OF FL )  
                  ) SS:  
COUNTY OF COLLIER )

The foregoing instrument was signed and acknowledged before me this 6 th day of September, 2005 by THOMAS P. MCKIMM who is personally known to me - \_\_\_\_\_, and who did not take an oath.

  
\_\_\_\_\_  
Notary Public Signature

CATHYE VANKERSCHAEVER  
\_\_\_\_\_  
Printed Name of Notary Public

CATHYE VANKERSCHAEVER  
Notary Public - State of Florida  
My comm. expires Sept 19, 2005  
Comm. No. DD049646

\_\_\_\_\_  
Notary Commission Number

(NOTARY SEAL)



**CERTIFICATION OF CONTRIBUTORY ASSETS**PROJECT NAME: Estero Palms SubdivisionSTRAP NUMBER: 34-46-25-13-0000A.00CE and B.00CE, 000D1.00CE and 000D2.00CELOCATION: Arenga Lane, Red Latan Way  
and Block Lane Estero, Florida 33928OWNER'S NAME: (as shown on Deed) Estero Heights at the Park, LLCOWNER'S ADDRESS: 1231 Cape Coral ParkwayOWNER'S ADDRESS: Cape Coral, FL 33904-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.

<b>ITEM</b>	<b>SIZE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
MANHOLE	4'	5.0	EA	\$1,095.25	\$5,476.25
MANHOLE	4'	3.0	EA	\$1,276.70	\$3,830.10
PVC SDR-26	8"	1283.	LF	\$16.75	\$21,490.25
PVC SDR-26	8"	532.0	LF	\$21.25	\$11,305.00
PVC SDR-26	10"	50.0	LF	\$26.65	\$1,332.50
DOUBLE SEWER SERVICE W/CLEANOUT	8" x 6"	12.0	EA	\$390.00	\$4,680.00
SINGLE SEWER SERVICE W/CLEANOUT	8" x 6"	8.0	EA	\$372.60	\$2,980.80
LIFT STATION	6'	1.0	EA	\$47,853.40	\$47,853.40
TAPPING SLEEVE W/VALVE	6" x 4"	1.0	EA	\$2,302.95	\$2,302.95
PVC C-900 DR-14	4"	40.0	LF	\$13.40	\$536.00
PVC C-900 DR-18	4"	947.0	LF	\$11.85	\$11,221.95
ASSORTED FITTINGS		1.0	LS	\$1,470.50	\$1,470.50
STEEL CASING	14"	32.0	LF	\$49.25	\$1,576.00
<b>TOTAL</b>					<b>\$116,055.70</b>

(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)

THOMAS P. MCKIMM, PRESIDENT  
(Name & Title of Certifying Agent)

FLORIDA STATE UNDERGROUND, INC.  
(Name of Firm or Corporation)

4540 DOMESTIC AVENUE  
(Address of Firm or Corporation)

NAPLES, FL 34104 -

STATE OF FL )  
                  ) SS:  
COUNTY OF COLLIER )

The foregoing instrument was signed and acknowledged before me this 6 th day of September, 2005 by THOMAS P. MCKIMM who is personally known to me - \_\_\_\_\_, and who did not take an oath.

Cathy Vankerschaever  
Notary Public Signature

CATHYE VANKERSCHAEVER  
Printed Name of Notary Public

CATHYE VANKERSCHAEVER  
Notary Public - State of Florida  
My comm. expires Sept 19, 2005  
Comm. No. DD049646

\_\_\_\_\_  
Notary Commission Number

(NOTARY SEAL)

# RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

*Sue Gullledge*

---

LCU 500283

OD5360748700.504930

BLUE SHEET NO. 2005 1676

THANK YOU

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

LCU 500283  
THIS SPACE RESERVED FOR RECORDING

11.6

### REBATEABLE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2005, by and between Estero Heights at the Park LLC, hereinafter referred to as "SPONSOR", and Lee County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WHEREAS, SPONSOR is desirous of extending the County's water system as described in Exhibit "A" which is attached hereto and made a part hereof; and,

WHEREAS, SPONSOR has obtained a bona fide cost for the extension of said water system described in Exhibit "A" from Florida State Underground, hereinafter called Exhibit "B", attached hereto and made a part hereof by reference; and

WHEREAS, SPONSOR has received permits for said water system extension from all Federal, State and local agencies with permitting jurisdiction over said water system extension and construction, and,

WHEREAS, COUNTY is desirous of having their water system extended to serve the properties and areas described in Exhibit "A":

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the SPONSOR and the COUNTY agree as follows:

1. SPONSOR shall pay all costs associated with the approved water system extension described in Exhibit "A" including, but not limited to, engineering, construction, legal, permitting, inspection and administration.
2. COUNTY shall provide periodic inspection of construction for compliance with approved plans and specifications.
3. SPONSOR shall convey ownership of all facilities described in Exhibit "A" without encumbrances to the COUNTY after completion of construction in full accordance with the approved plans, specifications and permit conditions and acceptance of said facilities via resolution by the Board of County Commissioners.



4. SPONSOR shall provide "as-built" plans and specifications certified by a professional engineer registered in the State of Florida prior to acceptance by the COUNTY.

5. COUNTY shall accept ownership of said water system extension, located within a County right of way or dedicated easement expressly for the purpose of ownership and maintenance of said water system extension by the COUNTY, after a recommendation for acceptance by the Administrative Director of the Department of Lee County Utilities.

6. SPONSOR shall hold harmless the COUNTY of all liability related to the construction, operation or maintenance of any of the facilities described in Exhibit "A" until such time as said facilities are accepted by the COUNTY.

7. COUNTY shall collect a fee from each new customer or developer that proposes to connect directly to the water system extension for the purpose of obtaining potable water service. Such fee to said customer or developer shall reflect the pro rata cost of the water system extension according to the front footage of the parcel.

**(FRONT FOOTAGE)**

- (a) Determine the total front footage of all parcels of land that may be directly benefited by said water system extension. Parcel front footage shall be based on legal descriptions recorded in the Official Records of Lee County, Florida either in Official Record Books or approved subdivision plats;
- (b) Determine the cost of construction of water system as described above;
- (c) Divide the cost of the water system extension (b) by the total benefited or potentially benefited front footage (a) to determine the cost per front foot. The front footage of the SPONSOR'S parcel(s) shall then be subtracted from the total calculated front footage. The remaining front footage shall then be multiplied by the previously calculated dollars per front foot to determine the total amount to be rebated to SPONSOR;
- (d) SPONSOR's professional engineer shall prepare a certified drawing, to be approved by the COUNTY, either as a separate Exhibit to this Agreement or as part of the data contained in Exhibit "A" referenced above, showing all parcel front footage that may be directly benefited by said water system extension, including SPONSOR's parcel(s);
- (e) Calculations for dollars per front foot and total amount to be rebated are attached hereto as Exhibit "C" and made a part hereof.

8. COUNTY and SPONSOR agree that the total amount to be rebated shall not exceed the cost of said water system extension as described herein less the SPONSOR's pro rata share.

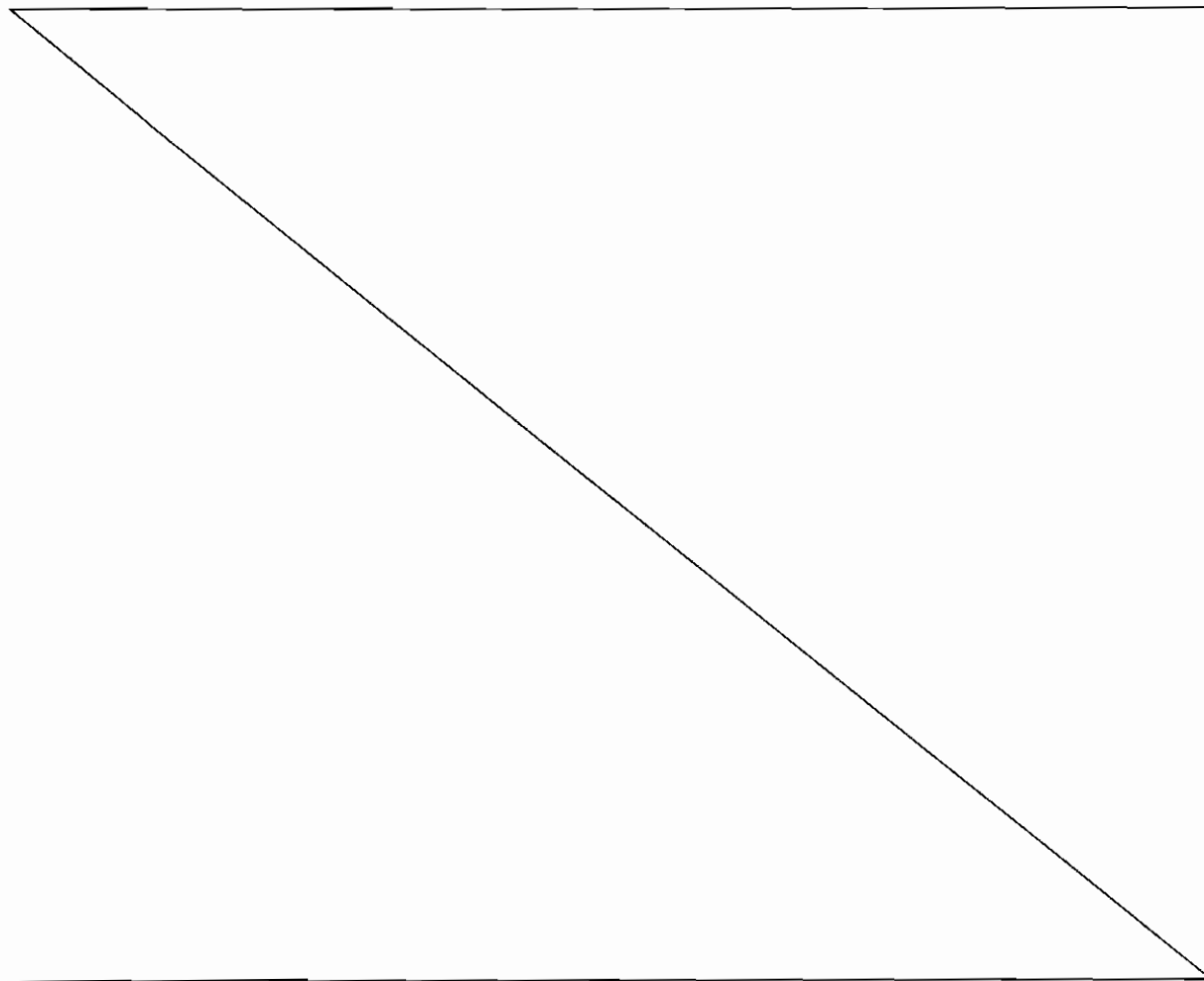
9. COUNTY and SPONSOR agree that the terms of this Rebateable Agreement shall not exceed five (5) years from the date of acceptance by the Board of County Commissioners, after which time the COUNTY shall no longer collect fees or make rebates to SPONSOR.



10. COUNTY shall make a rebate to the SPONSOR of the amount of fee collected from each customer or developer who directly utilizes the line extension referenced herein for potable water service, less a fee in the amount of five percent (5%) of said rebate with a minimum of thirty dollars (\$30.00) per transaction. COUNTY shall make every practicable effort to collect rebate fee(s) as provided herein but shall only be liable for monies collected.

11. COUNTY and SPONSOR agree that these provisions shall not apply to a customer or developer who ties into said water system extension for the purpose of continuing the extension to serve a parcel or parcels not directly fronting on said water system extension described in Exhibit "A". Also, this Agreement shall not apply to anyone tying into said water system extension as described in Exhibit "A" for the sole purpose of fire protection. If potable water service is obtained through or from the fire line or its appurtenances, all of the provisions of this Agreement shall apply.

(Balance of Page Left Intentionally Blank)



11.6

IN WITNESS WHEREOF, the parties have set their hands and seal this 15 th day of November 2005.

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

**ATTEST: CHARLIE GREEN, CLERK**

BY:

\_\_\_\_\_  
(Clerk's Signature)

SPONSOR: Walter S. Hagenbuckle, Manager

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Sponsor's signature)

**WITNESSES AS TO SPONSOR:**

#1: Sean Weeks  
(Type or Print Witness's Name)

\_\_\_\_\_  
(Witness's signature)

#2: Paula Wilcoxon  
(Type or Print Witness's Name)

\_\_\_\_\_  
(Witness's signature)

**SPONSOR'S INFORMATION**

SPONSOR'S CONTACT: Walter S. Hagenbuckle

TEL: (239)542-4005

REBATE TO: Estero Heights at the Park, LLC

TEL: (239)542-4033

ADDRESS: 1231 Cape Coral Parkway

CITY: Cape Coral

STATE: FL

ZIP: 33904-

STATE OF Florida )

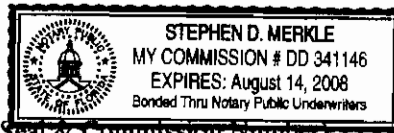
) SS:

COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 15 th day of November, 2005 by Walter Hagenbuckle (Print or Type Name) who is personally known to me N/A (Type Of Identification and Number) as identification, and who did not take an oath.

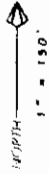
\_\_\_\_\_  
Notary Public Signature

Stephen D. Merkle  
Printed Name of Notary Public



(Notary Seal & Commission Number)

Approved As To Form: \_\_\_\_\_  
Office of County Attorney



ESTERO PALMS II LLC PROPERTY  
STRAP 34-46-25-01-0000C.024A

VICTORY CHURCH PROPERTY  
STRAP 34-46-25-01-0000C.025A

8" PVC  
C-900  
DR-18  
(100 LF)

8" DIP  
CL-50  
(48 LF)

8" PVC  
C-900  
DR-18  
(345 LF)

8" OIP  
CL-50  
(48 LF)

8" PVC  
C-900  
DR-18  
(374 LF)

BLOCK LANE  
PRIVATE 68 3/4"  
OR BOOK 60, PG. 12, 14

BLOCK LANE

8" PVC  
C-900  
DR-14  
(22 LF)  
BARBARA PETERSON PROPERTY  
STRAP 34-46-25-01-0000C.0060

8" PVC C-900 DR-14  
(67 LF)  
18" STEEL CASING  
(47 LF)

ARENCA LANE

ESTERO PALMS SUBDIVISION

RED LATAN WAY

ESTERO PALMS SUBDIVISION

RIVER RANCH ROAD

ESTERO HEIGHTS  
AT THE PARK LLC  
1321 CAPE CORAL PARKWAY  
CAPE CORAL, FL 33904  
(239) 545-4804

**SRW ENGINEERING, INC.**  
SRW ENGINEERING, INC.  
1111 W. PALM BEACH BLVD., SUITE 200  
WEST PALM BEACH, FL 33411  
TEL: (561) 833-8888  
WWW.SRWENGINEERING.COM

EXHIBIT 'A'  
WATER FACILITIES  
ESTERO PALMS SUBDIVISION  
LEE COUNTY RFBATT AGREEMENT

DATE	11/12/11	BY	SRW
DATE	11/12/11	BY	SRW
DATE	11/12/11	BY	SRW
DATE	11/12/11	BY	SRW

SEAN R. WEEKS, P.E.  
1111 W. PALM BEACH BLVD., SUITE 200  
WEST PALM BEACH, FL 33411  
TEL: (561) 833-8888



Date: 9-25-2003

Estimate: 1

Job Name Estero Palms Subdivision

Florida State Underground, Inc.  
4540 Domestic Ave.  
Naples, Florida 34104

Job # 23019  
Page 3 of 3

Item #	Description	Bid Quantity	U/M	Unit Price	Contract Amount	Previous Quantity	Estimate Amount	This Quantity	Estimate Amount	Total Quantity	Total Amount
1	10" X 8" Hot Tap	1	EA	2,683.00	2,683.00		0.00		0.00	0	0.00
2	8" DR 14 C900 PVC	308	LF	12.70	3,911.60		0.00		0.00	0	0.00
3	8" DR 18 C900 PVC	2292	LF	10.35	23,722.20		0.00	700	7,245.00	700	7,245.00
4	8" Gate Valve	4	EA	726.45	2,905.80		0.00	2	1,452.90	2	1,452.90
5	Fire Hydrant	5	EA	1,980.85	9,904.25		0.00	1	1,980.85	1	1,980.85
6	Double Service Long 8" X 1"	6	EA	518.00	3,108.00		0.00	0	0.00	0	0.00
7	Double Service Short 8" X 1"	10	EA	495.00	4,950.00		0.00	0	0.00	0	0.00
8	1/2" Service 8" X 2"	1	EA	749.50	749.50		0.00	0	0.00	0	0.00
9	Temp Blow Off 8" X 2"	1	EA	1,170.45	1,170.45		0.00	0	0.00	0	0.00
10	Open Cut Casing 18"	95	LF	58.60	5,567.00		0.00	0	0.00	0	0.00
11	Jack & Bore 18"	47	LF	152.15	7,151.05		0.00	0	0.00	0	0.00
					65,822.85		0.00		10,678.75		10,678.75
	8" DIP CL-50			20.25							
	Contract				267,890.55		0.00		116,333.20		116,333.20

EXHIBIT B

**ESTERO PALMS SUBDIVISION  
LEE COUNTY REBATE AGREEMENT**

**ESTERO PALMS SUBDIVISION REBATE AGREEMENT FOR WATER FACILITIES**

Parcel (STRAP)	Owner	Frontage (feet)
34-46-25-01-0000C.024A	Estero Palms II LLC	330.6
34-46-25-01-0000C.025A	Victory Church	631.2
34-46-25-04-00000.0080	Barbera Peterson	149.0
	Estero Palms	662.9
Total Benefitting Front Footage		1773.7
Sponsor Front Footage		662.9
Front Footage for Rebate		1110.8

System Facilities	Cost
8" PVC C-900, DR-18                      819 LF @ \$10.35	\$ 8,476.65
8" PVC C-900, DR-14                      89 LF @ \$12.70	\$ 1,130.30
8" DIP CL-50                                96 LF @ \$20.25	\$ 1,944.00
18" STEEL CASING                        47 LF @ \$152.15	\$ 7,151.05
10"X8" TAPPING SLEEVE w/ VALVE @ \$2,683.00	\$2,683.00
TOTAL	\$ 21,385.00

Cost per Front Foot	\$21,385.00 / 1773.7 feet	12.06 \$ per foot
Amount Rebated to Sponsor	\$12.06 x 1110.80	\$ 13,396.25

# RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

*Sue Gullidge*

---

LCU 500283

OD5360748700.504930

BLUE SHEET NO. 20051676

THANK YOU

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

LCU 500283  
THIS SPACE RESERVED FOR RECORDING

11.6

### REBATEABLE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_ 2005, by and between Estero Heights at the Park LLC, hereinafter referred to as "SPONSOR", and Lee County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WHEREAS, SPONSOR is desirous of extending the County's waste-water system as described in Exhibit "A" which is attached hereto and made a part hereof; and,

WHEREAS, SPONSOR has obtained a bona fide cost for the extension of said waste-water system described in Exhibit "A" from Florida State Underground, hereinafter called Exhibit "B", attached hereto and made a part hereof by reference; and

WHEREAS, SPONSOR has received permits for said waste-water system extension from all Federal, State and local agencies with permitting jurisdiction over said waste-water system extension and construction, and,

WHEREAS, COUNTY is desirous of having their waste-water system extended to serve the properties and areas described in Exhibit "A":

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the SPONSOR and the COUNTY agree as follows:

1. SPONSOR shall pay all costs associated with the approved waste-water system extension described in Exhibit "A" including, but not limited to, engineering, construction, legal, permitting, inspection and administration.
2. COUNTY shall provide periodic inspection of construction for compliance with approved plans and specifications.
3. SPONSOR shall convey ownership of all facilities described in Exhibit "A" without encumbrances to the COUNTY after completion of construction in full accordance with the approved plans, specifications and permit conditions and acceptance of said facilities via resolution by the Board of County Commissioners.

4. SPONSOR shall provide "as-built" plans and specifications certified by a professional engineer registered in the State of Florida prior to acceptance by the COUNTY.

5. COUNTY shall accept ownership of said waste-water system extension, located within a County right of way or dedicated easement expressly for the purpose of ownership and maintenance of said waste-water system extension by the COUNTY, after a recommendation for acceptance by the Administrative Director of the Department of Lee County Utilities.

6. SPONSOR shall hold harmless the COUNTY of all liability related to the construction, operation or maintenance of any of the facilities described in Exhibit "A" until such time as said facilities are accepted by the COUNTY.

7. COUNTY shall collect a fee from each new customer or developer that proposes to connect directly to the waste-water system extension for the purpose of obtaining sanitary sewer service. Such fee to said customer or developer shall reflect the pro rata cost of the waste-water system extension according to the front footage of the parcel.

(FRONT FOOTAGE)

- (a) Determine the total front footage of all parcels of land that may be directly benefited by said waste-water system extension. Parcel front footage shall be based on legal descriptions recorded in the Official Records of Lee County, Florida either in Official Record Books or approved subdivision plats;
- (b) Determine the cost of construction of waste-water system as described above;
- (c) Divide the cost of the waste-water system extension (b) by the total benefited or potentially benefited front footage (a) to determine the cost per front foot. The front footage of the SPONSOR'S parcel(s) shall then be subtracted from the total calculated front footage. The remaining front footage shall then be multiplied by the previously calculated dollars per front foot to determine the total amount to be rebated to SPONSOR;
- (d) SPONSOR's professional engineer shall prepare a certified drawing, to be approved by the COUNTY, either as a separate Exhibit to this Agreement or as part of the data contained in Exhibit "A" referenced above, showing all parcel front footage that may be directly benefited by said waste-water system extension, including SPONSOR's parcel(s);
- (e) Calculations for dollars per front foot and total amount to be rebated are attached hereto as Exhibit "C" and made a part hereof.

8. COUNTY and SPONSOR agree that the total amount to be rebated shall not exceed the cost of said waste-water system extension as described herein less the SPONSOR's pro rata share.

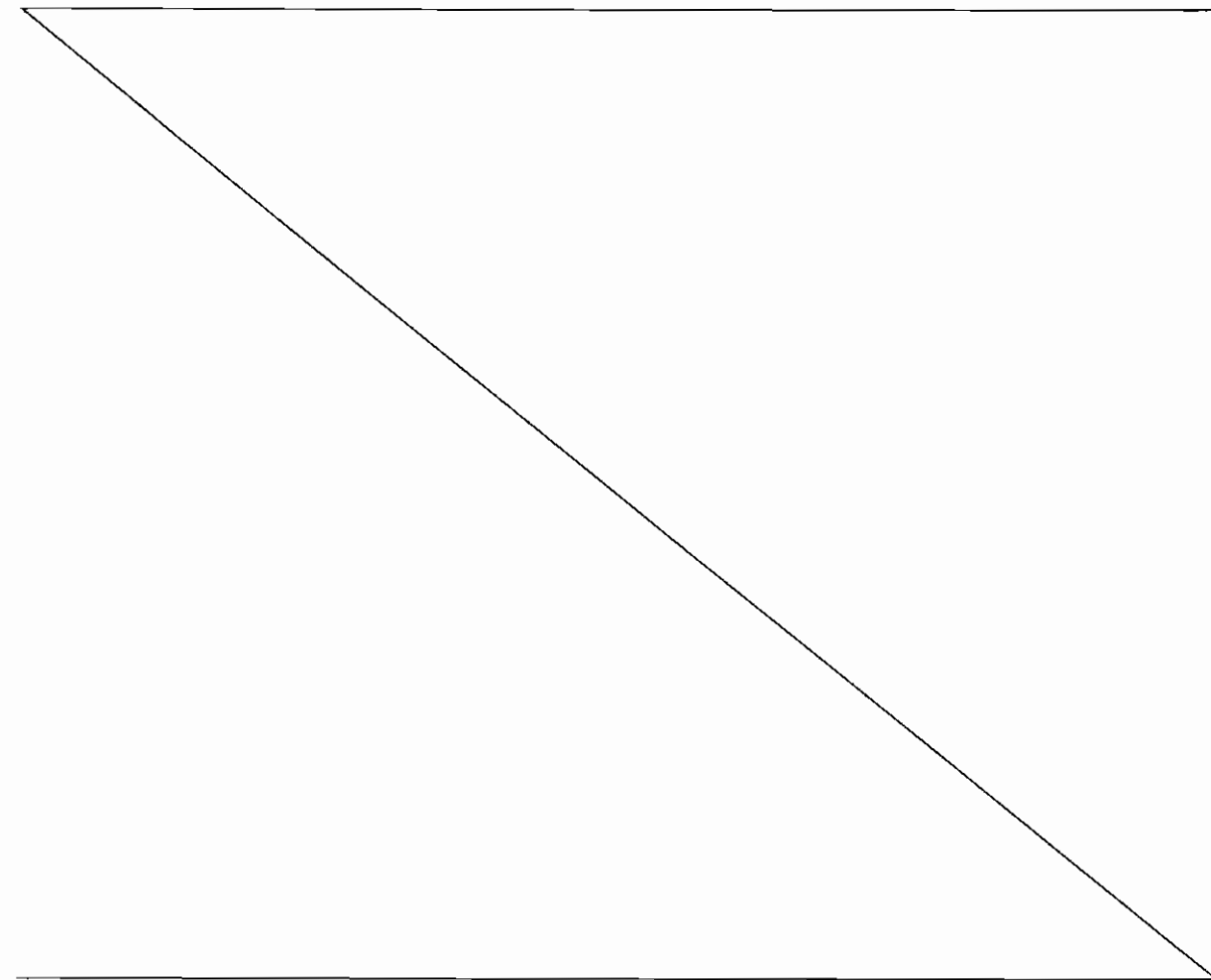
9. COUNTY and SPONSOR agree that the terms of this Rebateable Agreement shall not exceed five (5) years from the date of acceptance by the Board of County Commissioners, after which time the COUNTY shall no longer collect fees or make rebates to SPONSOR.



10. COUNTY shall make a rebate to the SPONSOR of the amount of fee collected from each customer or developer who directly utilizes the line extension referenced herein for sanitary sewer service, less a fee in the amount of five percent (5%) of said rebate with a minimum of thirty dollars (\$30.00) per transaction. COUNTY shall make every practicable effort to collect rebate fee(s) as provided herein but shall only be liable for monies collected.

11. COUNTY and SPONSOR agree that these provisions shall not apply to a customer or developer who ties into said waste-water system extension for the purpose of continuing the extension to serve a parcel or parcels not directly fronting on said waste-water system extension described in Exhibit "A". ~~Also, this Agreement shall not apply to anyone tying into said waste-water system extension as described in Exhibit "A" for the sole purpose of fire protection. If potable water service is obtained through or from the fire line or its appurtenances, all of the provisions of this Agreement shall apply.~~

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11.6

IN WITNESS WHEREOF, the parties have set their hands and seal this 6<sup>th</sup> day of September, 2005.

**BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA**

**ATTEST: CHARLIE GREEN, CLERK**

**BY:**

\_\_\_\_\_  
(Clerk's Signature)  
  
SPONSOR: Walter S. Hagenbuckle, Manager  
\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Sponsor's signature)

**WITNESSES AS TO SPONSOR:**

#1: Racheal Daniels \_\_\_\_\_  
(Type or Print Witness's Name) (Witness's signature)  
#2: William FRANKLIN \_\_\_\_\_  
(Type or Print Witness's Name) (Witness's signature)

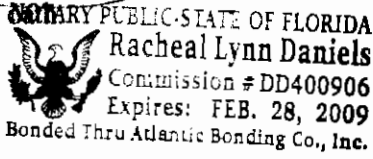
**SPONSOR'S INFORMATION**

SPONSOR'S CONTACT: Walter S. Hagenbuckle TEL: (239)542-4005  
REBATE TO: Estero Heights at the Park, LLC TEL: (239)542-4033  
ADDRESS: 1231 Cape Coral Parkway  
CITY: Cape Coral STATE: FL ZIP: 33904

STATE OF Florida )  
) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 6<sup>th</sup> day of September, 2005 by Walter S. Hagenbuckle (Print or Type Name) who is personally known to me N/A (Type Of Identification and Number) as identification, and who did take an OATH.

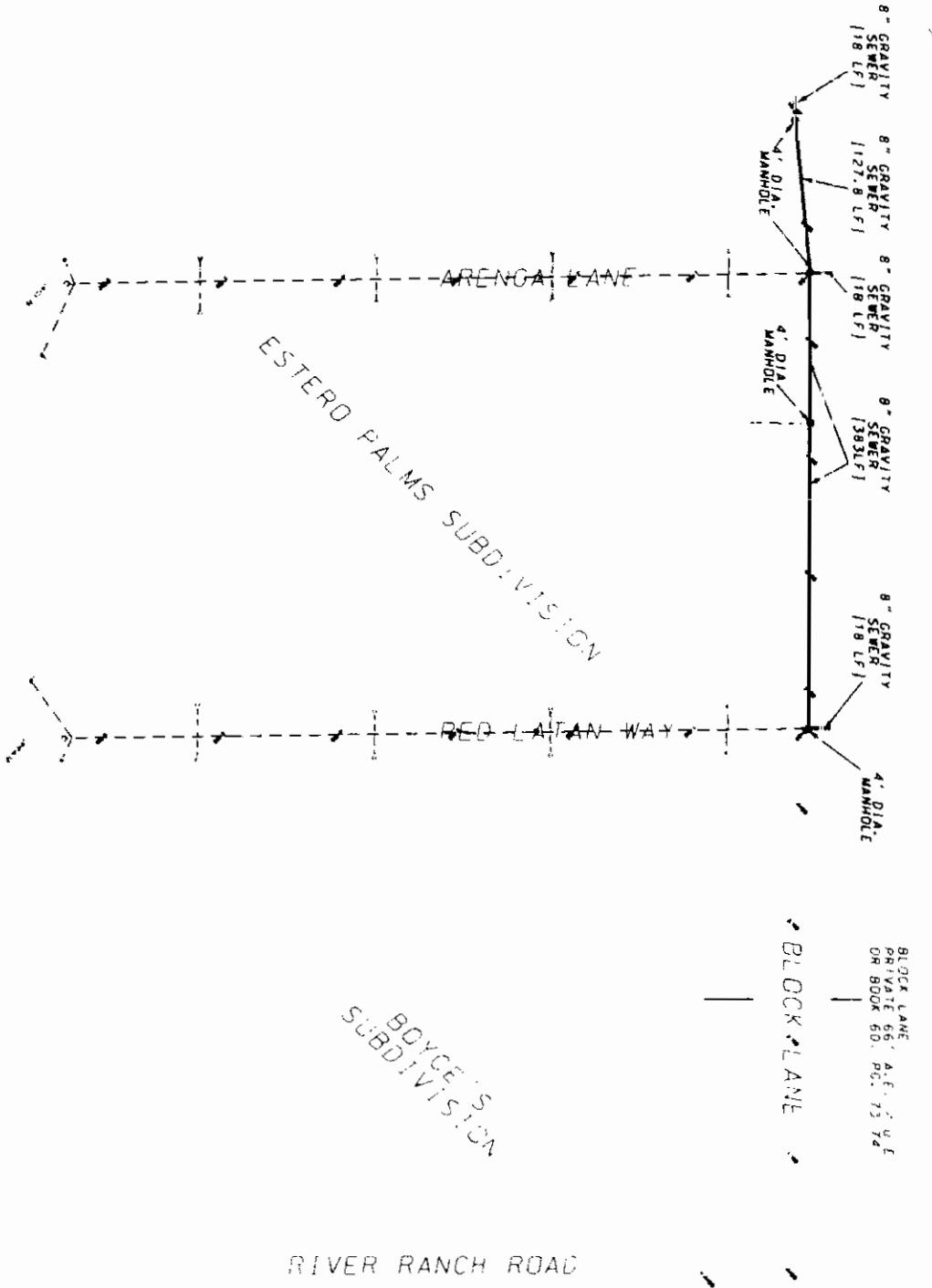
\_\_\_\_\_  
Notary Public Signature  
Racheal Daniels  
Printed Name of Notary Public



(Notary Seal & Commission Number)

Approved As To Form: \_\_\_\_\_  
Office of County Attorney





ESTERD PALMS II LLC PROPERTY  
STRAP 34-46-25-01-0000C.024A

VICTORY CHURCH PROPERTY  
STRAP 34-46-25-01-0000C.025A

BLOCK LANE  
PRIVATE 66' A.F. 7' V.F.  
OR BOOK 60, P.G. 75 Y4

ESTERD HEIGHTS  
AT THE PARK LLC  
1277 CAPE CORAL PARKWAY  
CAPE CORAL, FL 33904  
(239) 542-4065

**SRW ENGINEERING, INC.**  
1111 S. W. 11th St., Suite 100  
Fort Lauderdale, FL 33315  
Phone: (954) 571-1111  
Fax: (954) 571-1112  
www.srw-engineering.com

EXHIBIT 'A'  
SEWER FACILITIES  
ESTERD PALMS SUBDIVISION  
ILL COUNTY RIBATE AGREEMENT

DATE	1/19/2015	ISSUED	AS PER
BY	SRW	REVISION	NO. 1
PROJECT	ESTERD PALMS II	DATE	1/19/2015

SCALE: REFS. 2/1  
11/10/15  
11/10/15



Job # 23019  
Page 2 of 3

4540 Domestic Ave.  
Naples, Florida 34104

Estimate: 1  
Job Name *Estero Palms Subdivision*

Item #	Description	Bid Quantity	U/M	Unit Price	Contract Amount	Previous Quantity	Estimate Amount	This Quantity	Estimate Amount	Total Quantity	Total Amount
<b>SEWER</b>											
1	Manhole 0'-6'	5 EA		1,095.25	5,476.25		0.00	4	4,381.00	4	4,381.00
2	Manhole 6'-8'	3 EA		<u>1,276.70</u>	3,830.10		0.00	3	3,830.10	3	3,830.10
3	8" SDR 26 PVC 0'-6'	1022 LF		<u>16.75</u>	17,118.50		0.00	624	10,452.00	624	10,452.00
4	8" SDR 26 PVC 6'-8'	532 LF		<u>21.25</u>	11,305.00		0.00	532	11,305.00	532	11,305.00
5	10" SDR 26 PVC 6'-8'	55 LF		26.65	1,465.75		0.00	55	1,465.75	55	1,465.75
6	Double Service 8" X 6"	12 EA		390.00	4,680.00		0.00	8	3,120.00	8	3,120.00
7	Single Service 8" X 6"	8 EA		372.60	2,980.80		0.00	6	2,235.60	6	2,235.60
8	Lift Station	1 LS		47,853.40	47,853.40		0.00	0.25	11,963.35	0.25	11,963.35
9	6" X 4 TS&V	1 EA		2,302.95	2,302.95		0.00	0	0.00	0	0.00
10	4" DR 14 C900 PVC	40 LF		13.40	536.00		0.00	40	536.00	40	536.00
11	4" DR 18 C900 PVC	937 LF		11.85	11,103.45		0.00	0	0.00	0	0.00
12	CleanOut	1 EA		1,470.50	1,470.50		0.00	0	0.00	0	0.00
13	Open Cut Casing 14"	32 LF		49.25	1,576.00		0.00	32	1,576.00	32	1,576.00
14	Bond	1 LS		4,750.00	4,750.00		0.00	1	4,750.00	1	4,750.00
15	ROW Permit	1 LS		500.00	500.00		0.00	1	500.00	1	500.00
16	MOT	1 LS		600.00	600.00		0.00	0.5	300.00	0.5	300.00
17	Rip Rap	55 TN		62.45	3,434.75		0.00	0	0.00	0	0.00
					<u>120,983.45</u>		<u>0.00</u>		<u>56,414.80</u>		<u>56,414.80</u>
<b>DRAINAGE</b>											
1	24" RCP	694 LF		30.75	21,340.50		0.00	694	21,340.50	694	21,340.50
2	18" RCP	349 LF		22.50	7,852.50		0.00	120	2,700.00	120	2,700.00
3	15" RCP	538 LF		20.45	11,002.10		0.00	402	8,220.90	402	8,220.90
4	10" ADS	697 LF		18.60	12,964.20		0.00	0	0.00	0	0.00
5	24" ADS	15 LF		31.70	475.50		0.00	0	0.00	0	0.00
5	24" FES	2 EA		509.05	1,018.10		0.00	2	1,018.10	2	1,018.10
7	18" FES	2 EA		458.75	917.50		0.00	0	0.00	0	0.00
8	Inlet Valley 3' X 4'	8 EA		1,535.45	12,283.60		0.00	6	9,212.70	6	9,212.70
9	Inlet Type C	4 EA		796.45	3,185.80		0.00	3	2,389.35	3	2,389.35
10	J Box	1 EA		7,042.70	7,042.70		0.00	0.5	3,521.35	0.5	3,521.35
11	Cont Str	1 EA		836.75	836.75		0.00	1	836.75	1	836.75
12	15" Yard Drains	5 EA		433.00	2,165.00		0.00	0	0.00	0	0.00
					<u>81,084.25</u>		<u>0.00</u>		<u>49,239.65</u>		<u>49,239.65</u>

EXHIBIT 'B'

**ESTERO PALMS SUBDIVISION  
LEE COUNTY REBATE AGREEMENT**

**ESTERO PALMS SUBDIVISION REBATE AGREEMENT FOR SEWER FACILITIES**

Parcel (STRAP)	Owner	Frontage (feet)
34-46-25-01-0000C.024A	Estero Palms II LLC	330.6
34-46-25-01-0000C.025A	Victory Church	631.2
	<b>Estero Palms</b>	<b>662.9</b>
	<b>Total Benefitting Front Footage</b>	<b>1624.7</b>
	<b>Sponsor Front Footage</b>	<b>662.9</b>
	<b>Front Footage for Rebate</b>	<b>961.80</b>

System Facilities	Cost
8" PVC Gravity Sewer, DR-26 564.9 LF @ \$19.00	\$10,733.10
4' DIA. MANHOLE (4) 6-8' CUT, EACH @ \$1276.70	\$5,106.80
<b>TOTAL</b>	<b>\$15,839.90</b>

Cost per Front Foot      \$15,839.90 / 1624.7 feet      \$9.75 per foot

Amount Rebated to Sponsor      \$9.75 x 961.8      \$ 9,377.55