

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

Blue Sheet No. 20060861-UTL

1. Action Requested/Purpose:

1) Approve final acceptance, by Resolution, as a donation and recording of one (1) Utility Easement and a Rebatable Agreement between Crestwell Higher Learning School, Inc. and Lee County; and, 2) authorize the Chairwoman on behalf of the BOCC to execute the Rebatable Agreement, as a donation of a force main extension serving *Crestwell Higher Learning School* to provide sanitary sewer service to this existing private school. This is a Developer Contributed asset project located on the north side of Park Meadows Drive, approximately 600' west of S. Cleveland Avenue.

2. What Action Accomplishes:

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10 – Utilities

C10R

5. Meeting Date:

08-01-2006

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: S. Ivan Velez 7/6/06
S. Ivan Velez, P. E., Acting Director

9. Background:

The Board granted permission to construct on 05/31/05, Blue Sheet #20050549.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing has been completed.
 Record drawings have been received.
 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 Contributed Assets has been provided—copy attached.
 Potable water service is provided by Lee County Utilities via existing infrastructure located within the Park Meadows Drive right-of-way.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 14 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>J. Lavender</i> for J. Lavender Date: 7/12/06	N/A	N/A	<i>P.O.</i> T. Osterhout Date: 7/6	<i>S. Covert</i> S. Covert Date: 7/12/06	<i>Analyst</i> 7-12-06	<i>Risk</i> 58 7/14/06	<i>Grants</i> 7/14/06	<i>Mgr.</i> 7/12/06 for J. Lavender Date: 7/12/06	

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY COUNTY ADMIN: *RP*
 7/12/06
 10 AM
 COUNTY ADMIN FORWARDED TO: *PP*
 7/14/06
 4/21/06 6/30/06 12:33 PM

Rec. by CoAtty
 Date: 7/12/06
 Time: 11:35 AM
 Forwarded To: Admin
 7/12/06 3:17 PM

RESOLUTION NO.

RESOLUTION ESTABLISHING UTILITY ACCEPTANCE OF
DEVELOPER CONTRIBUTED ASSETS
IN LEE COUNTY, FLORIDA

WHEREAS, it is the desire of **“Crestwell Higher Learning School, Inc.”**, owners of record, to make a contribution to Lee County Utilities of sewer facilities **(force main extension)**, serving **“CRESTWELL HIGHER LEARNING SCHOOL”**; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$89,304.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was offered by Commissioner who moved for its adoption. The motion was seconded by Commissioner _____ and, upon being put to a vote, the vote was as follows:

- Commissioner Bob Janes: _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner John Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

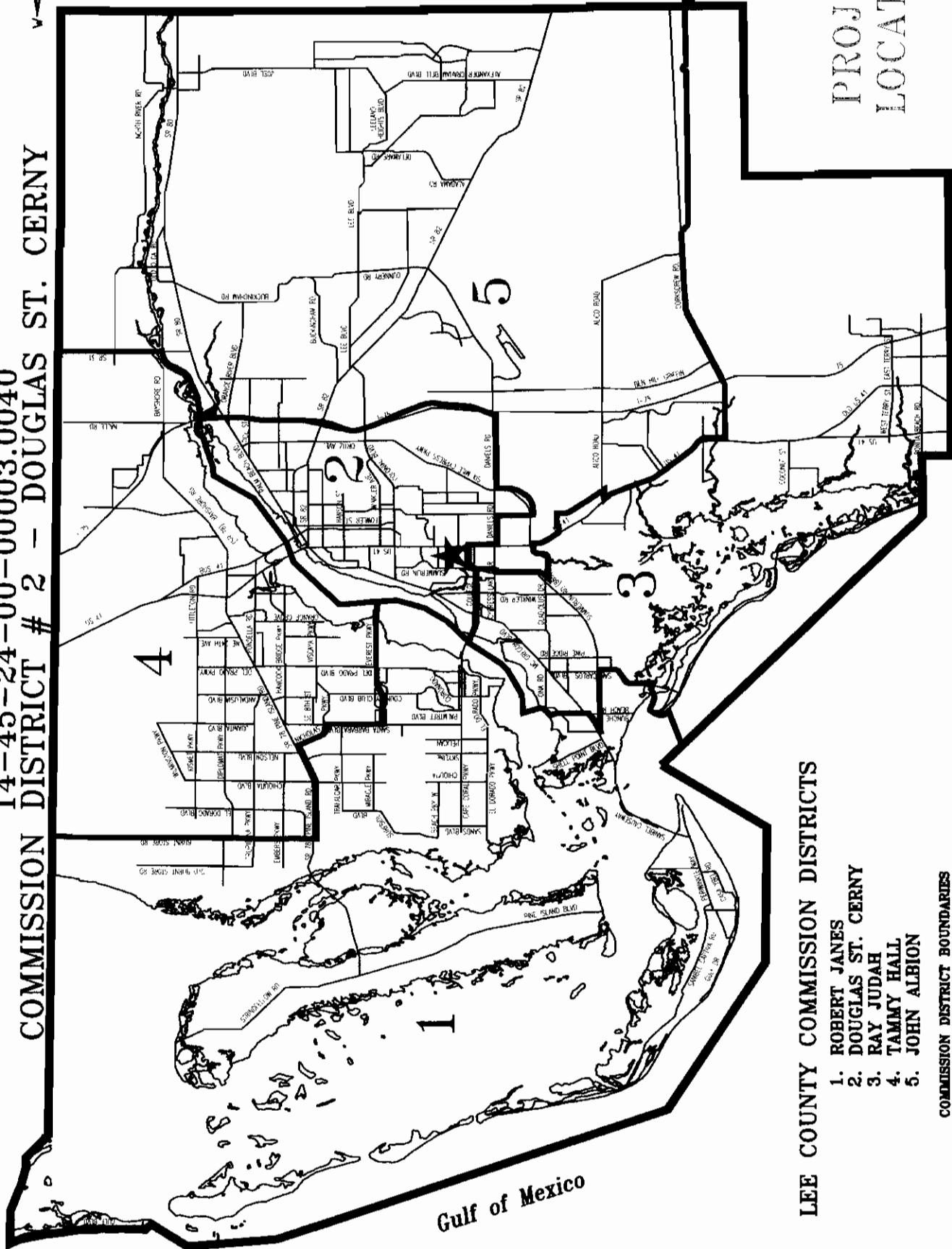
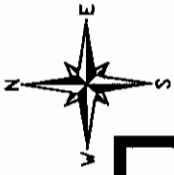
By: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20060861

CHESTWELL HIGHER LEARNING SCHOOL
14-45-24-00-00003.0040
COMMISSION DISTRICT # 2 - DOUGLAS ST. CERNY



LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the sewer system of Crestwell Higher Learning School 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.

Haskins Inc.
(Contractor/Company Name)

Kathleen Haskins, VP
(Authorized Representative, Title)

BY: *Kathleen Haskins*
(Signature)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this th day of November, 2005 by Kathleen Haskins who is personally known to me - na , and who did not take an oath.

Joel Chambers
Notary Public Signature

Joel Chambers
Printed Name of Notary Public



Joel A. Chambers
MY COMMISSION # DD132675 EXPIRES
September 15, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

(Notary Seal & Commission Number)

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

11.5

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)

Joel Chambers, Operations Manager
(Name & Title of Certifying Agent)

Haskins, Inc.
(Name of Firm or Corporation)

10956 Enterprise Avenue
(Address of Firm or Corporation)

Bonita Springs, FL 34135 -

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 2nd th day of March, 2006 by Joel Chambers who is personally known to me - _____, and who did not take an oath.


Notary Public Signature

Joyce D Bolt
Printed Name of Notary Public

JOYCE D. BOLT
Notary Public, State of Florida
My comm. exp. Jan. 3, 2010
Comm. No. DD 503784

Notary Commission Number

(NOTARY SEAL)

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

Strap Number(s):

14-45-24-00-00003.0040

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2006, by and between "CRESTWELL HIGHER LEARNING SCHOOL, INC.", Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political subdivision 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.

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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.

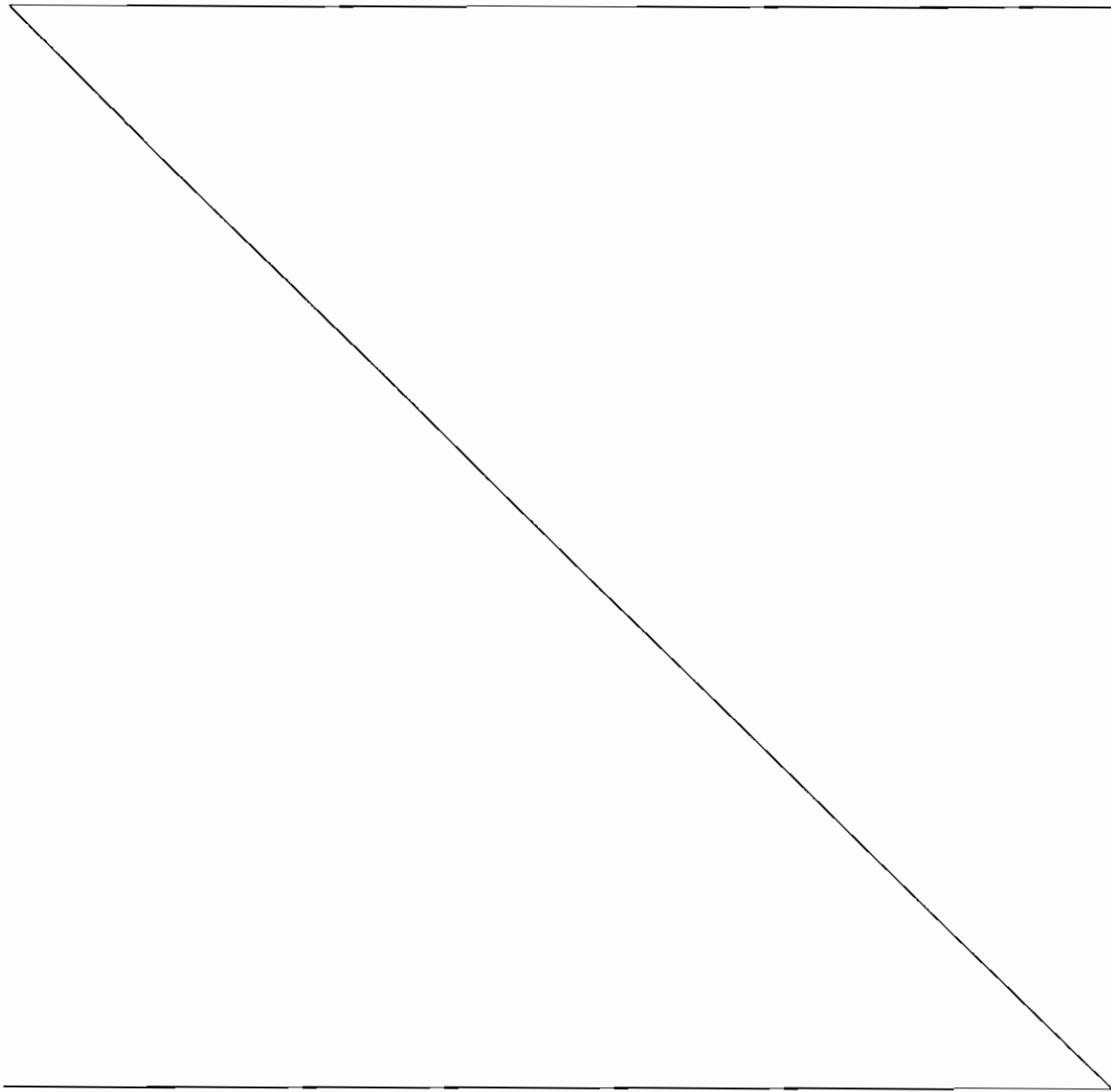
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

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

Anna Khembhayan
[1st Witness' Signature]

Anna Khembhayan
[Type or Print Name]

Ahmed B. Karch
[2nd Witness' Signature]

Ahmed B. Karch
[Type or Print Name]

BY: Cindy Butterfield
[Signature Grantor's/Owner's]

Cindy Butterfield
Crestwell Higher Learning School, Inc.
[Type or Print Name]

President
[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 20th day of December 2005, by Cindy Butterfield who produced the following as identification Driver License ~~or is personally know to me,~~ and who ~~did~~ did not take an oath.

[stamp or seal]

Judy P. Sholtis
[Signature of Notary]

Judy P. Sholtis
[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Tammara Hall, Chairwoman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire



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

Public Utility Easement Section 14, Township 45 South, Range 24 East Lee County, Florida

An easement for public utilities 20 feet wide lying in Section 14, Township 45 South, Range 24 East, Lee County, Florida, lying 10 feet each side of the following described line:

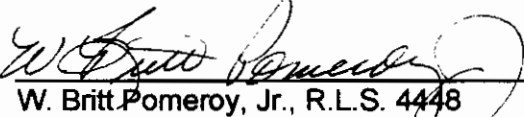
From the northeast corner of the North One Half (N 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of said Section 14, run S01°24'00"E along the east line of said fraction for 300.92 feet to an intersection with the north line of Park Meadows Drive (60 feet wide); thence run S88°57'16"W along said north line for 34.00 feet to the Point of Beginning.

From said Point of Beginning continue S88°57'16"W along said north line for 20.00 feet; thence run N01°02'44"W for 20.00 feet; thence run N88°57'16"E for 20.00 feet; thence run S01°02'44"E for 20.00 feet to the Point of Beginning.

Containing 400 square feet, more or less.

Bearings hereinabove mentioned based on the north line of Park Meadows Drive to bear S88°57'16"W.

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


W. Britt Pomeroy, Jr., R.L.S. 4448

34516DESC2

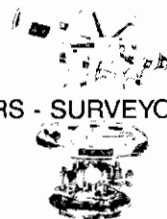
12/08/05

Sheet 1 of 2

PRINCIPALS

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

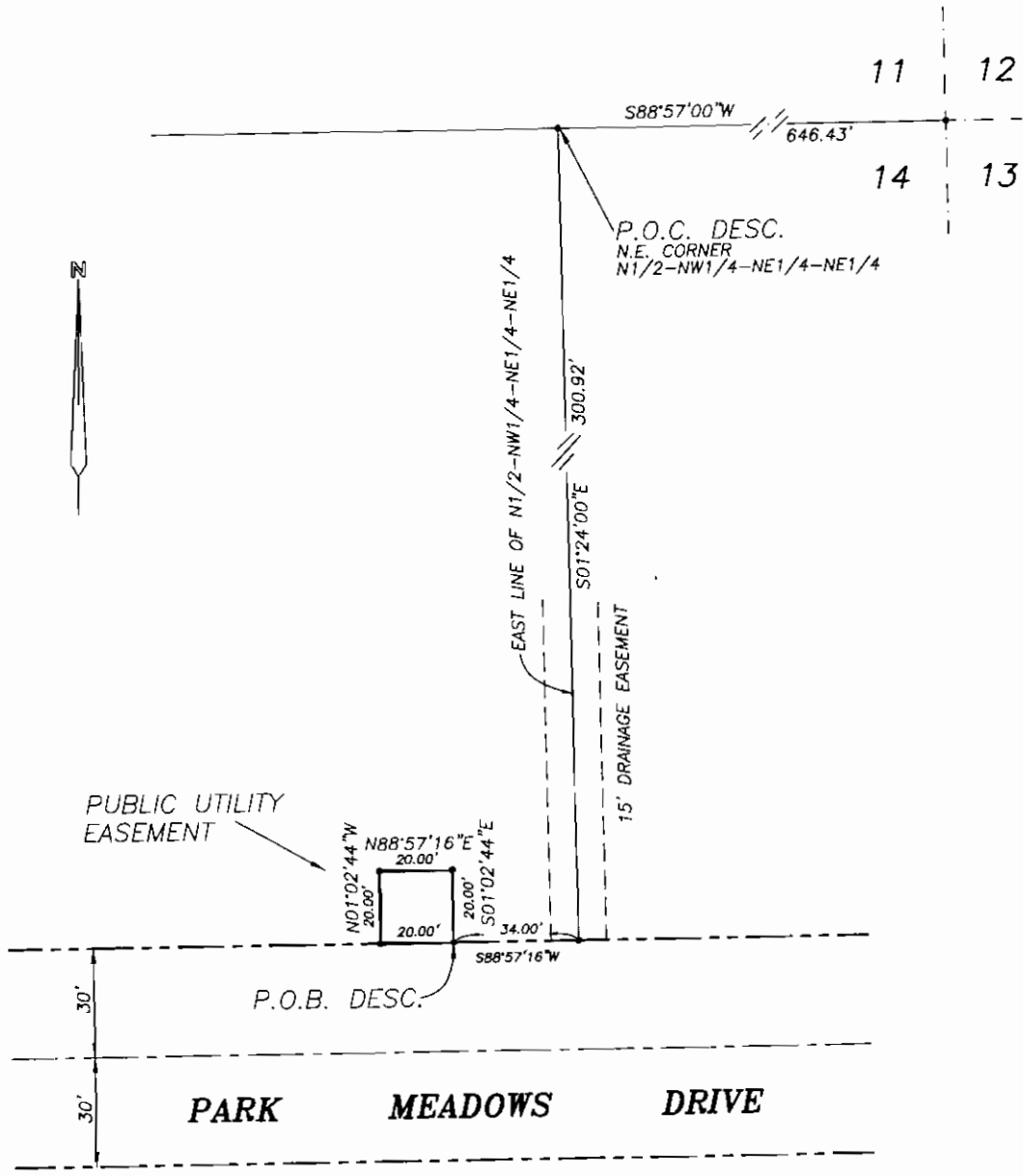
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



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

**SKETCH TO ACCOMPANY DESCRIPTION
OF
PUBLIC UTILITY EASEMENT
SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA**



THIS IS NOT A SURVEY

W. Britt Pomeroy, Jr.
W. BRITT POMEROY, JR.
 Professional Land Surveyor
 Florida Certificate No. 4448



Bean, Whitaker, Lutz & Karih, Inc. (LB 4818) CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS 13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-8910 (239) 451-1331					
SK34516-BFP.DWG					
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
12-08-05	34516	WBP	1" = 40'	2 OF 2	14-45-24

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

LCU 500283
THIS SPACE RESERVED FOR RECORDING

REBATEABLE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ___, 2006, by and between Crestwell Higher Learning School, Inc., 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 Haskins, Inc., 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.

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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.

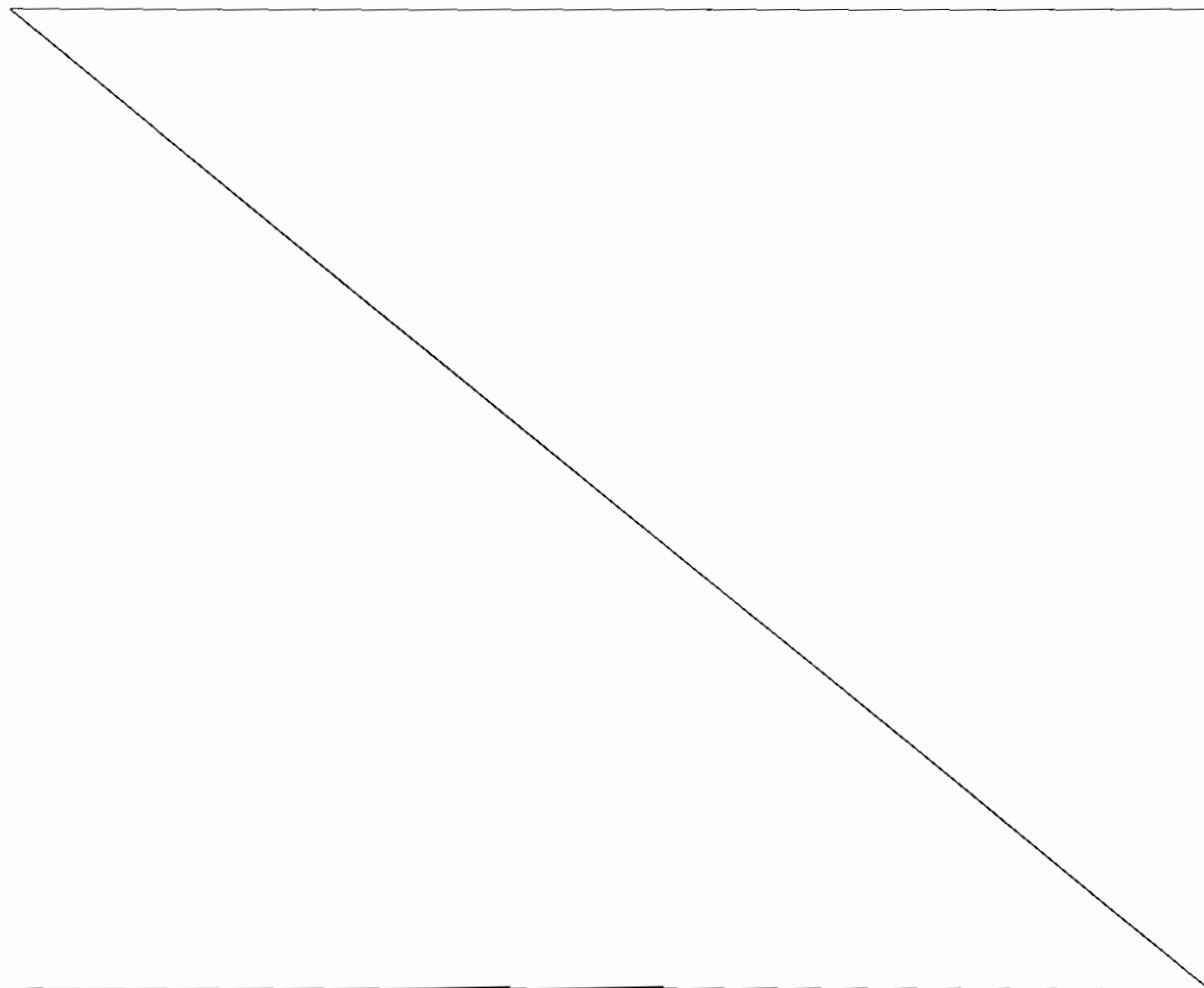
8. COUNTY and SPONSOR agree that the total amount to be rebated shall not exceed the cost of said waste-water system extension as described herein less the SPONSOR's pro rata share.

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.

(Balance of Page Left Intentionally Blank)



IN WITNESS WHEREOF, the parties have set their hands and seal this 12 th day of April, 2006.

BY:

SPONSOR: Cindy Butterfield, President
(Name and Title)

Cindy Butterfield, Pres.
(Sponsor's signature)

Crestwell Higher Learning School, Inc.

WITNESSES AS TO SPONSOR:

#1: Ahmad B. Karch
(Type or Print Witness's Name)

Ahmad Karch
(Witness's signature)

#2: Kelly A. O'Nan
(Type or Print Witness's Name)

Kelly A. O'Nan
(Witness's signature)

Sponsor's Information

Sponsor's Contact: Cindy Butterfield
Rebate To: Crestwell Higher Learning School, Inc.
Address: 1901 Park Meadows Drive
City: Fort Myers

Tel: (239)481-4478
Tel: (239)481-4478
State: FL Zip: 33907-3701

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 12 th day of April, 2006, by Cindy Butterfield who produced the following as identification, Drivers License and who did not take an oath.

[stamp or seal]



Judy P. Sholtis

[Signature of Notary]

Judy P. Sholtis

[Typed or Printed Name]

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: _____
Chairwoman

Approved As To Form: _____
Office of County Attorney

3/17/2006

Haskins Inc.
10956 Enterprise Ave.
Bonita Springs, FL 34135

Landl Carpentry Inc.
Crestwell Higher Learning School
Off-Site Work along Park Meadow Drive

EXHIBIT "B"

Description	Unit	Quantity	Unit Price	Total
Sewer				
4" DR18 Force Main	LF	153	\$ 43.00	\$ 6,579.00
4" DR14 Force Main	LF	40	\$ 45.00	\$ 1,800.00
4" HDPE SDR11 Force Main	LF	912	\$ 60.00	\$ 54,720.00
6" HDPE SDR11 Force Main	LF	45	\$ 75.00	\$ 3,375.00
16" HDPE SDR11 Casing for Force Main	LF	45	\$ 160.00	\$ 7,200.00
12" HDPE SDR11 Casing for Force Main	LF	72	\$ 145.00	\$ 10,440.00
4" Plug Valve	EA	1	\$ 840.00	\$ 840.00
Pressure Cleanout	EA	3	\$ 950.00	\$ 2,850.00
Connect to Exist. Manhole & Recoat	EA	1	\$ 1,500.00	\$ 1,500.00
			Sub Total	\$ 89,304.00


 Accepted By: Landl Carpentry Inc.
 August "Gus" Landl, President


 Accepted By: Haskins Inc.

EXHIBIT "C"

**CRESTWELL HIGHER LEARNING SCHOOL
OFF-SITE 4" FORCEMAIN**

CALCULATIONS FOR CONTRIBUTORY REBATE

Total Surveying, Engineering & Permitting Fees	=	\$ 7,260.00
Total Construction Costs	=	\$ 89,304.00
A. Total Rebateable Cost of Park Meadows Drive Force Main Extension	=	\$ 96,564.00
B. Total Directly Benefited Properties Frontage	=	1,918 L.F.
C. Cost per linear foot of frontage (A / B)	=	\$ 50.35
D. Credit for Subject Site (Sponsor front footage = 318 L.F.)	=	\$ 16,004.00
E. Maximum Amount to Rebate to Sponsor (A – D)	=	\$ 80,560.00

EXHIBIT "C"

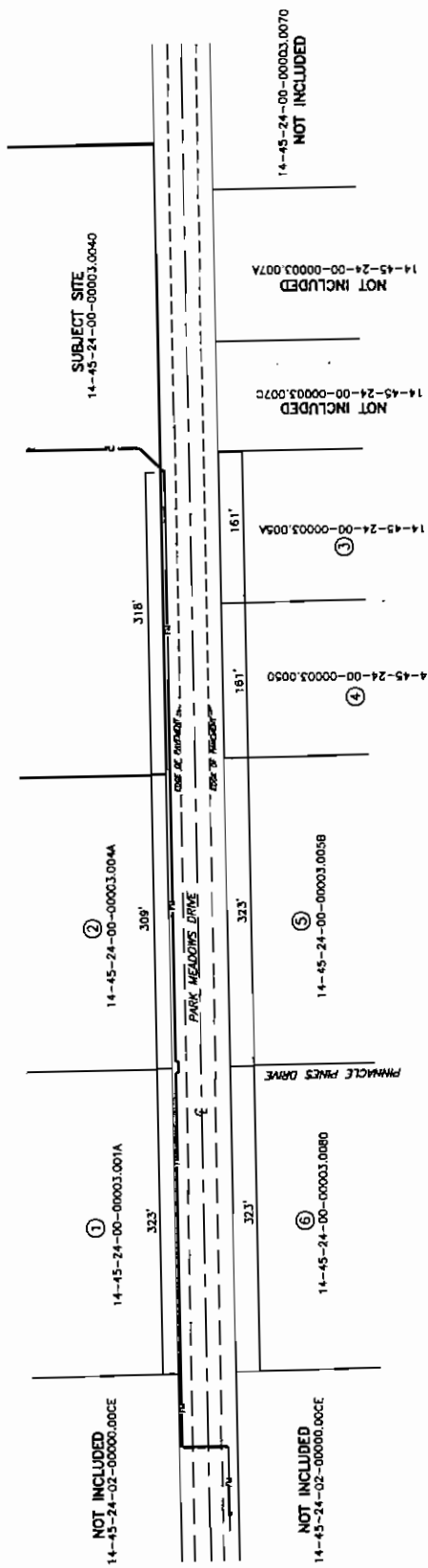
REBATES DUE BY PARCEL

STRAP Number & Owner	Frontage (L.F.)	Rebate Amount
Sponsor:		
14-45-24-00-00003.0040 Crestwell Higher Learning School, Inc. 1901 Park Meadows Drive Fort Myers, FL 33907	318	\$ 16,004.00
① 14-45-24-00-00003.001A Park Meadow Tennis Center, Inc. 1895 Park Meadows Drive Fort Myers, FL 33907	323	\$ 16,263.05
② 14-45-24-00-00003.004A Sartre Partners, LTD. 2340 Periwinkle Way, Suite M1 Sanibel, FL 33957	309	\$ 15,558.15
③ 14-45-24-00-00003.005A Mary D. Birdsong 7003 Kimberly Trail Fort Myers, FL 33919	161	\$ 8,106.35
④ 14-45-24-00-00003.0050 Joseph A. & Patricia M. Stachel 6222 St. Andrews Circle North Fort Myers, FL 33919	161	\$ 8,106.35
⑤ 14-45-24-00-00003.005B Fort Myers Lodge #1288 B P O E of Elks of the United States of America, Inc. 1900 Park Meadows Drive Fort Myers, FL 33907	323	\$ 16,263.05
⑥ 14-45-24-00-00003.0080 Tanglewood Congregation of Jehovahs Witnesses, Inc. 18256 Morgan Drive Fort Myers, FL 33912	323	\$ 16,263.05

(REBATABLE AGREEMENT)

CRESTWELL HIGHER LEARNING SCHOOL EXHIBIT "A" - SKETCH

FORCE MAIN AND DIRECTLY BENEFITED PROPERTIES
SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA



AHMAD R. KARIM, P.E.
FLORIDA LICENSE NO.
43328

ALBA

DATE: 06/30/2016

34516 FORCEMAIN.DWG
DATE: 12/22/05

BEAN, WHITAKER, LUTZ & KAREH, INC. (US 4919)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
1001-1/1 MCCORMICK BOULEVARD, FORT MYERS, FLORIDA 33904-0110 (339) 481-1331

DRAWN BY: K.A. O'NEAL
SCALE: 1" = 150'
SHEET: 1 OF 1
FILE NO. (S-1-R): 14-45-24