

**BLUE SHEET No: 20021134 -UTL**

S:\UTILS\ENGR\WF\BLUESHT\PUNTA RASSA CONDO - FIRE HYDRANT - MMM.DOC-10/3/02 2:38 PM

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, it is the desire of Punta Rassa Condo Assoc. Inc., owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant), serving "PUNTA RASSA CONDOMINIUM"; 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 \$3,500.00 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 Janes(C):	_____	(1)
Commissioner St. Cerny:	_____	(2)
Commissioner Judah (V-C)	_____	(3)
Commissioner Coy:	_____	(4)
Commissioner Albion:	_____	(5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

COPY

11.4

LETTER OF COMPLETION

DATE: June 12, 2002

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 \_\_\_\_\_

Punta Rassa Condominium

(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 Test

Very truly yours,

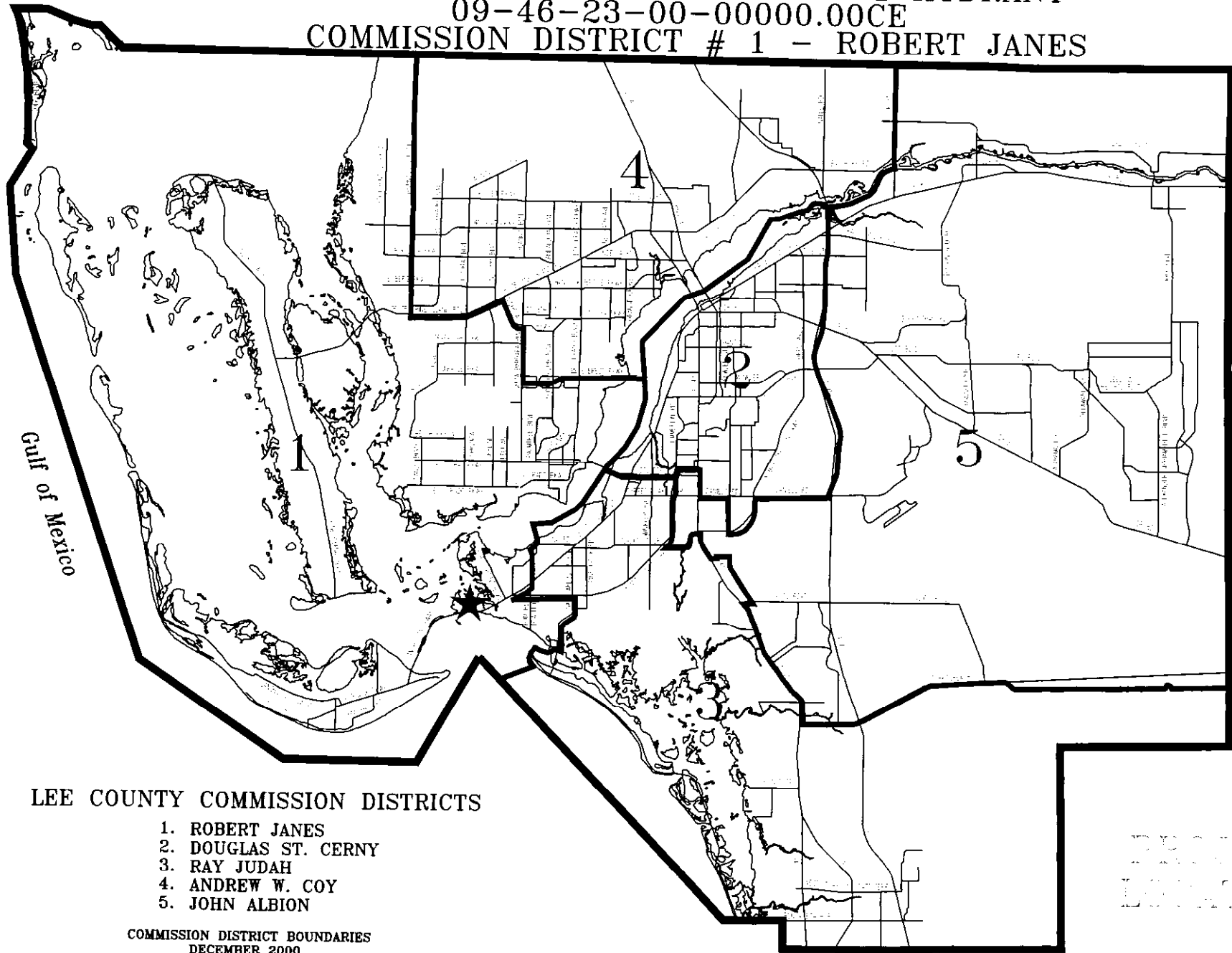
Ahmad R. Kareh, P.E. / Bean, Whitaker, Lutz & Kareh, Inc.  
(Owner or Name of Corporation)

Ahmad Kareh  
(Signature)

Vice-President  
(Title)

SEAL OF ENGINEERING FIRM

PUNTA RASSA CONDOMINIUM FIRE HYDRANT  
09-46-23-00-00000.00CE  
COMMISSION DISTRICT # 1 - ROBERT JANES



LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

PROJECT  
LOCATION

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of (Name of Development):

Punta Rassa Condominium Fire Hydrant Installation

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 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.

Sun Coast Underground  
(NAME OF OWNER OR CONTRACTOR)

BY: [Signature]  
(Signature & Title)

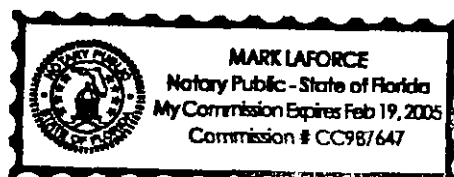
STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 31st day of May, 2002 by Robert LaForce who has produced Personally Known  
(Print or Type Name) (Type of Identification and Number)  
as identification, and who (did) (did not) take an oath.

[Signature]  
Notary Public Signature

Mark LaForce  
Printed Name of Notary Public  
February 19, 2005  
Notary Commission Number

(NOTARY SEAL)



COPY

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Robert LaForce  
as Vice President, of Sun Coast Underground  
for and in consideration of Three Thousand Five Hundred Dollars & No Cents (\$3,500.00)  
and other good and valuable considerations, lawful money of the United States  
of America, to me in hand paid, the receipt whereof is hereby acknowledged,  
does hereby waive, release, and relinquish any and all right to claim any  
lien or liens for work performed or material furnished, or any kind or class  
of lien whatsoever on the following described property:

Punta Rassa Condominiums , 15010 Punta Rassa Road, Ft. Myers FL 33908  
Fire Hydrant Installation  
(Please provide full name and location of development and a description of the utility system constructed.)

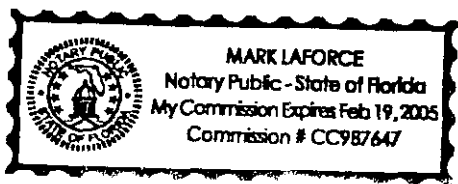
Sun Coast Underground  
172 Egret Street  
Ft. Myers Beach, FL 33931  
NAME & ADDRESS OF FIRM OR CORP.  
BY: [Signature]  
AUTHORIZED REPRESENTATIVE

STATE OF Florida )  
COUNTY OF Lee ) SS:

The foregoing instrument was signed and acknowledged before me this 31st day of May, 2002 by  
Robert LaForce who has produced Personally Known  
(Print or Type Name) (Type of Identification and Number)  
as identification, and who (did) (did not) take an oath.

[Signature]  
Notary Public Signature  
Mark LaForce  
Printed Name of Notary Public  
February 19, 2005  
Notary Commission Number

(NOTARY SEAL)



CERTIFICATION OF CONTRIBUTORY ASSE.

PROJECT NAME: Punta Rassa Condominium Fire Hydrant Installation

LOCATION: 15010 Punta Rassa Road, Ft. Myers, FL 33908

09-46-23-00-00000.00CE

(Including Strap Number)

NAME AND ADDRESS OF OWNER: Punta Rassa Condominium Association Inc, c/o Harbour

Community Services, Inc., 13571 McGregor Blvd, Suite 26, Ft. Myers, FL 33919

as shown on deed

TYPE UTILITY SYSTEM: Water

(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR AND SERVICES

Please list each element of the system, e.g., pipe, manholes, lift station, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY	UNIT	COST	TOTAL
Hydrant	5 1/4"	1	ea	\$ 1,000.00	\$ 1,000.00
Tap	6"x6"	1	ea	\$ 2,000.00	\$ 2,000.00
DR 18	6"	30	ea	\$ 10.00	\$ 300.00
Fittings	6"	1	LS	\$ 200.00	\$ 200.00

Total = \$ 3,500.00

TOTAL AMOUNT

(If more space is required use additional page(s). Number each page and include the name of the project).

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:

Sun Coast Underground  
(Name & Title of Certifying Agent)

OF: [Signature]  
(Firm or Corporation)

ADDRESS: 172 Egret Street

Ft. Myers Beach, FL 33931

STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 31st day of May, 2002 by Robert LaForce who has produced Personally Known  
(Print or Type Name) (Type of Identification and Number)  
as identification, and who (did) (did not) take an oath.

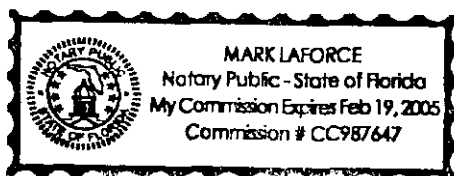
[Signature]  
Notary Public Signature

Mark LaForce  
Printed Name of Notary Public

February 19, 2005

Notary Commission Number

(NOTARY SEAL)





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

**PERPETUAL PUBLIC UTILITY EASEMENT GRANT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_, <sup>2002</sup>~~2000~~, by and between Punta Rassa Condominium (Services) Association, Inc., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, 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 shall 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 his 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 shall not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

DAVID,

THIS EASEMENT READS WORD-FOR-WORD AS THE COATY APPROVED ONE, ALTHOUGH THE FILE NAME LINE SHOWS SOMETHING DIFFERENT ON THE VERY BOTTOM.

TERRY KELLY

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents shall 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 of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the 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, shall indemnify and hold the GRANTEE harmless 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 location 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 or amended from time to time.

8. GRANTEE shall 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 roads. The easement is strictly for utility purposes.

10. This easement shall be binding upon the parties hereto, their successors and assigns.

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

[Signature]

1<sup>st</sup> Witness

[Signature]

Gentry L. Morris, GRANTOR  
Punta Rassa Condominium (Services) Association, Inc.

[Signature]

2<sup>nd</sup> Witness

Title: Managing Agent

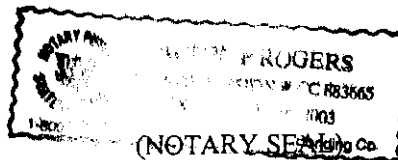
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 10<sup>th</sup> day of July, 2002 by Gentry L. Morris who has produced FL D-122, L-122 # N200 276-53-017-0  
(Print or Type Name) (Type Of Identification and Number)

as identification, and who (did) (did not) take an oath.

[Signature]  
Notary Public Signature

Printed Name of Notary Public  
**ALTON P ROGERS**  
MY COMMISSION # CC 883665  
Notary Commission Number  
EXPIRES: Oct 28, 2003  
1-800-3-NOTARY File, Notary Service & Bonding Co.





# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard, Suite 1  
Fort Myers, Florida 33919-5910  
email – fmooffice@bwlk.net  
(Ph) 941-481-1331 (Fax) 941-481-1073

Proposed Waterline Easement  
in  
Section 9, Township 46 South, Range 23 East  
Lee County, Florida.  
(Waterline Easement from Water Main to Fire Hydrant at Punta Rassa Condominium)

A tract or parcel of land situated in the State of Florida, County of Lee, being part of Section 9, Township 46 South, Range 23 East, being further bounded and described as follows:

Starting at the northeast corner of Government Lot 3 of said Section 9; thence westerly along the north line of said Government Lot 3 for 1145.00 feet; thence S00°15'18"W for 1024.50 feet; thence N89°46'50"W for 377.23 feet to a point on the easterly maintained right-of-way line of McGregor Boulevard Extended as shown on the Condominium Plats of Punta Rassa Condominium; thence S09°01'02"E along said maintained right-of-way line for 61.42 feet to the Point of Beginning of the herein described easement; thence N48°18'09"E for 37.37 feet; thence S41°41'51"E for 20.00 feet; thence S48°18'09"W for 41.36 feet to a point on the aforesaid maintained right-of-way line; thence N30°24'32"W along said right-of-way line for 20.39 feet to the Point of Beginning.

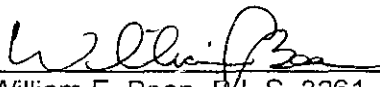
Said parcel contains 787 square feet, more or less.

Bearings are based on the survey plat prepared by Howell F. Davis & Associates dated 10/28/80 showing the east line of the parcel as recorded in Official Record Book 1909 at Page 2425 as bearing S00°15'18"W.

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

33181DESC1

8/23/02

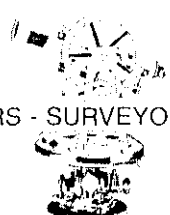
  
William E. Bean, P.L.S. 3261

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

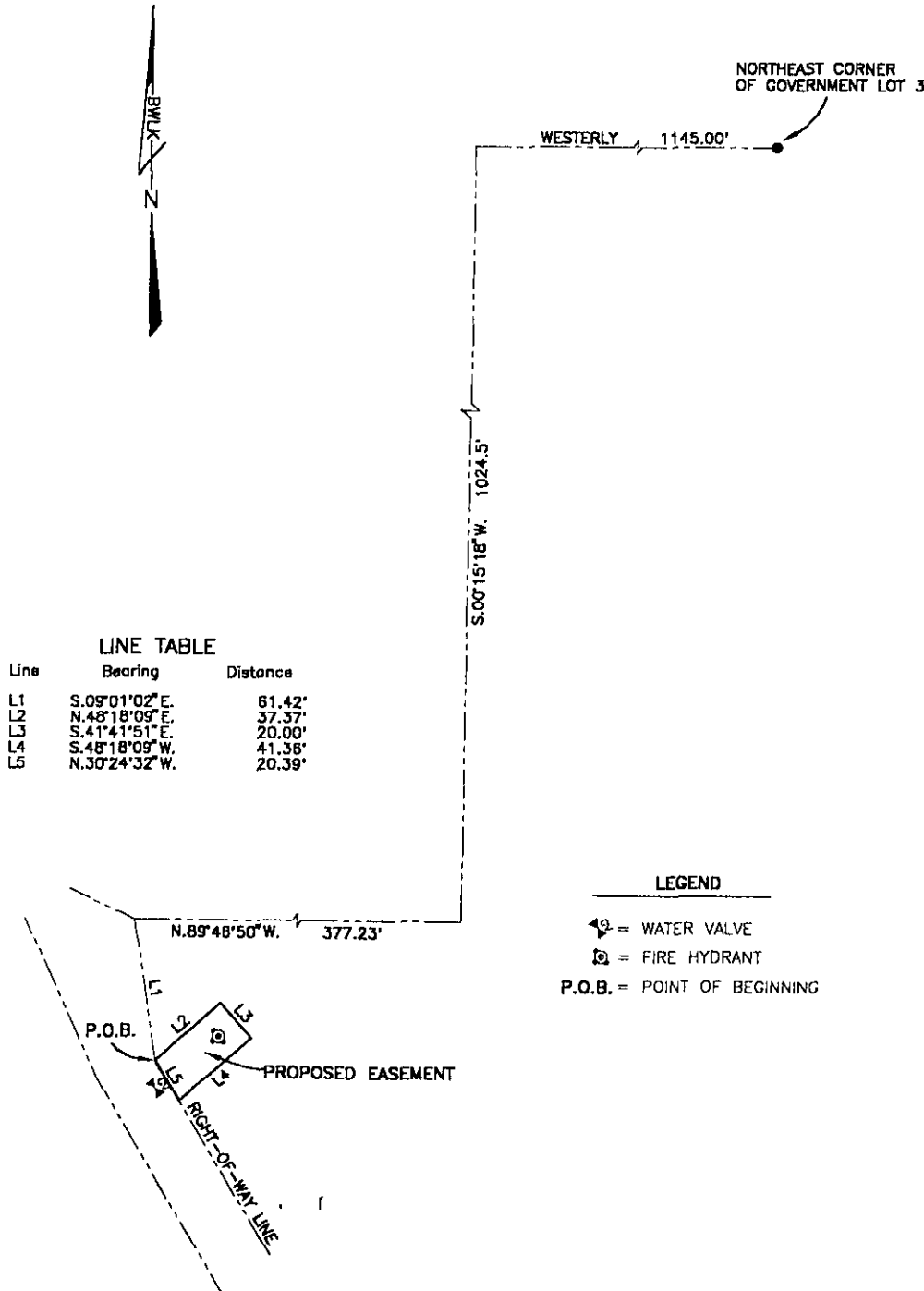


#### ASSOCIATES:

CHARLES D. KNIGHT, PSM  
ELWOOD FINEFIELD, PSM  
TRACY N. BEAN, AICP  
PAUL T. POKORNY, PE

# SKETCH TO ACCOMPANY DESCRIPTION

OF  
A PARCEL OF LAND  
LYING IN  
SECTION 9, TOWNSHIP 46 SOUTH, RANGE 23 EAST,  
LEE COUNTY, FLORIDA  
(SEE ATTACHED DESCRIPTION)



Bean, Whitaker, Lutz & Kareh, Inc. (LA 4819)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

13041-1 MCOREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-5910 (941) 481-1331

SK33181.DWG

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
8/23/02	33181	W.F.	1" = 60'	2 OF 2	0-48-23

COPY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING

(Department)

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for PUNTA RASSA CONDO (PUNTA RASSA CONDO ASSN) BS 20021134-UTL project.

ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING WITH COPY TO SUE GULLEDGE, UTILITIES

*Sue Gullledge*  
SUE GULLEDGE

Signature Authorization

B. SERVICE RECEIVED:

RECORDING

O. R. COPIES

PLAT COPIES

CASE #/INDEX FEE

DESCRIPTION OF SERVICE

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. #

INV. #

PLEASE REMIT TO:

Clerk's Accounting

P.O. BOX 2396

FORT MYERS, FLORIDA 33902-2396

White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE



**FLORIDA DEPARTMENT OF REVENUE**  
**RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY**  
(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

PHOTOCOPIES OF  
THIS FORM NOT  
ACCEPTABLE

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 0 1 2 3 4 5 6 7 8 9

0946230000000000CE

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):

PUNTA RASSA CONDO ASSOC INC

Last

First

MI

Corporate Name (if applicable)

17080 HARBOUR POINTE DR #100, FT MYERS FL 33908

Mailing Address

City

State

Zip Code

Phone No.

4. Grantee (Buyer):

LEE COUNTY BD OF CO COMMISSIONERS

Last

First

MI

Corporate Name (if applicable)

PO BOX 398, FT MYERS FL 33902

(239) 479-8181

Mailing Address

City

State

Zip Code

Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

Month / Day / Year

\$ (Round to the nearest dollar.)

00

Property  
Located In

4

6

County Code  
(County Codes on Reverse)

6. Type of Document

Contract/Agreement  
for Deed

☒ Other

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

YES

/

NO

☐ Warranty  
Deed

☐ Quit Claim  
Deed

EASEMENT  
DONATION

(Round to the nearest dollar.)

\$

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

\$

00

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

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

RICK DIAZ, UT L. DIRECTOR (S.I. VELEZ, DEP. DIRECTOR)

Date 10/10/02

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

(To be completed by the Clerk of the Circuit Court's Office)

Clerks Date Stamp

O. R. Book

☐

and

Page Number

☐

and

File Number

☐

Date Recorded

☐

Month

Day

Year