

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041570 -UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of water distribution system, a gravity main extension and one (1) 4" diameter fire line serving *Miromar Lakes Golf Clubhouse*. This is a developer contributed asset project located on the east side of Ben Hill Griffin Parkway approximately 1- 1/4 miles south of Alico Road.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection and sanitary sewer service to the clubhouse for this residential development.

WHAT ACTION ACCOMPLISHES:

Places the water and sewer systems into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 5

CIOB

3. MEETING DATE:

01-04-2005

4. AGENDA:

☒ **CONSENT**
☐ ADMINISTRATIVE
☐ APPEALS
☐ PUBLIC
☐ WALK ON
☐ TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

☐ STATUTE
☐ ORDINANCE
☐ ADMIN. CODE
☒ **OTHER Res., Ease.**

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER:
B. DEPARTMENT: Lee County-Public Works
C. DIVISION/SECTION: Utilities Division
BY: Rick Diaz, P.E., Utilities Director

DATE: *12/10/04*

7. BACKGROUND:

This project is located within the former Gulf Environmental Services' service area, however, it was built to Lee County Utilities' Standards and Specifications.

The Board granted permission to construct on 09/30/03, Blue Sheet #20031091.

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 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 Contributory Assets has been provided---copy attached.

100% of the connection/capacity fees were paid to Gulf Environmental Services prior to the Lee County acquisition.

Funds are available for recording fees in account number OD5360748700.504930.

SECTIONS 14 TOWNSHIP 46S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					<i>12/14/04</i>				
					OA	OM	Risk	GC	
<i>[Signature]</i> Lavender Date: <i>12-13-04</i>	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: <i>12/10</i>	<i>S. Covert</i> S. Covert Date: <i>12/14/04</i>	<i>P.M.</i> <i>12/15/04</i>	<i>X5</i> <i>12/15/04</i>	<i>58.76</i> <i>12/15/04</i>	<i>fy</i> <i>12/15/04</i>	<i>[Signature]</i> Lavender Date: <i>12-13-04</i>

10. COMMISSION ACTION:

☐ **APPROVED**
☐ **DENIED**
☐ **DEFERRED**
☐ **OTHER**

Rec. by CoAtty
Date: <i>12/14/04</i>
Time: <i>9:55</i>
Forwarded To:
<i>[Signature]</i>

RECEIVED BY
COUNTY ADMIN:
<i>12-14-04</i>
<i>upm</i>
COUNTY ADMIN
FORWARDED TO:
<i>12-16-04</i>
<i>upm</i>

RESOLUTION NO.

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

WHEREAS, it is the desire of **"Miromar Lakes, LLC"**, owner of record, to make a contribution to Lee County Utilities of water facilities (**water distribution system**) and sewer facilities (**gravity main extension**) serving **"MIROMAR LAKES GOLF CLUBHOUSE"**; 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 **\$21,753.03** 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 Tammy Hall:	_____	(4)
Commissioner John Albion:	_____	(5)

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

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

LETTER OF COMPLETION

DATE: 6/21/2004

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 and fire hydrant(s)** located in
Miromar Lakes Clubhouse
(Name of Development)

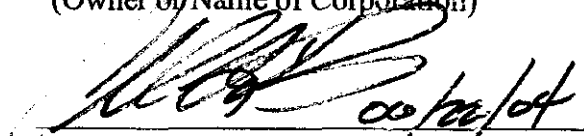
was designed by me and has been constructed in conformance with:
the approved plans and the approved specifications

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

Very truly yours,

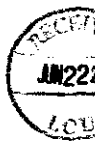
Hole Montes, Inc.
(Owner or Name of Corporation)

COPY

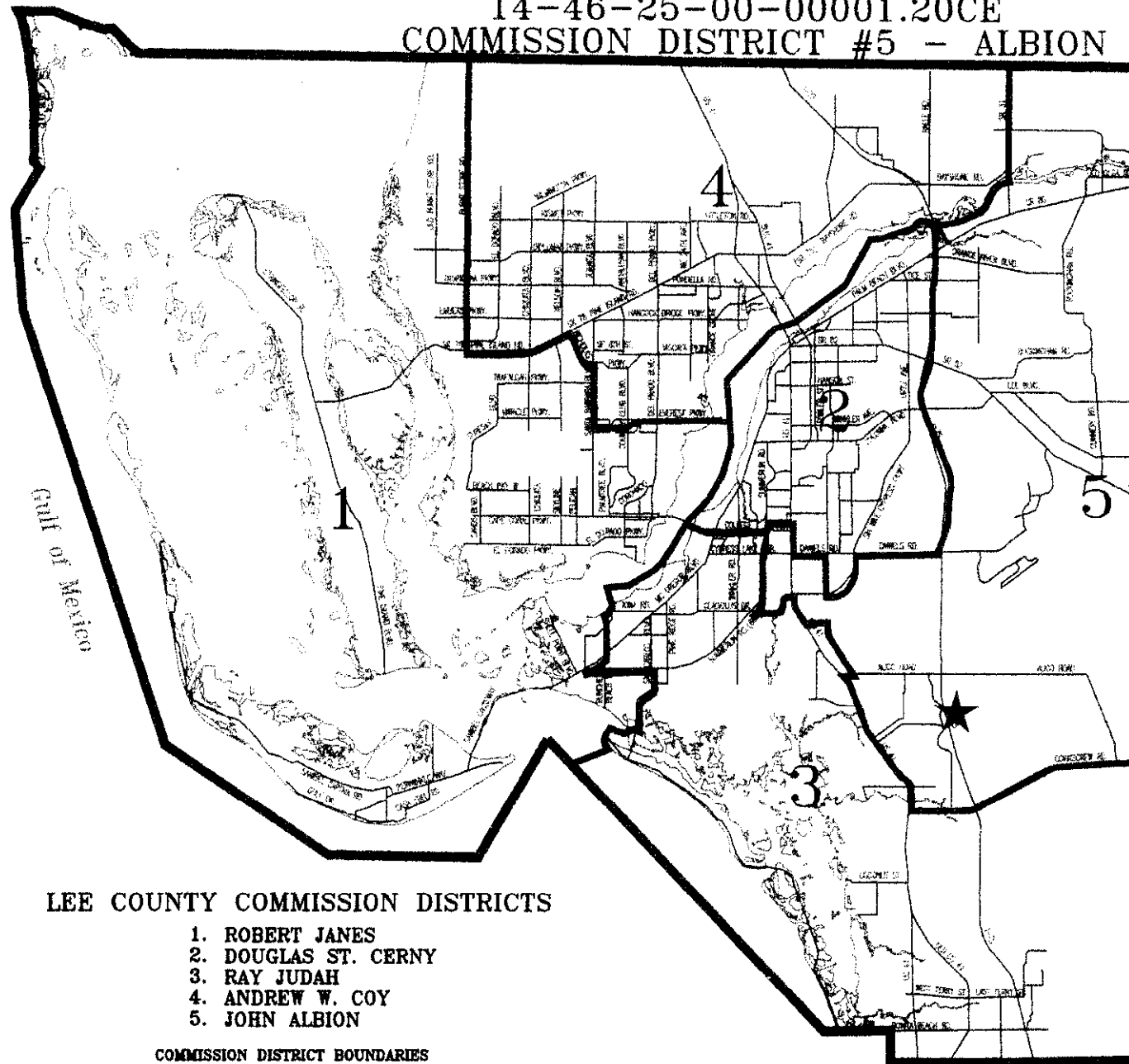

(Signature)

P.E. Associate
(Title)

(Seal of Engineering Firm)



MIROMAR LAKE - GOLF CLUBHOUSE
14-46-25-00-00001.20CE
COMMISSION DISTRICT #5 - ALBION



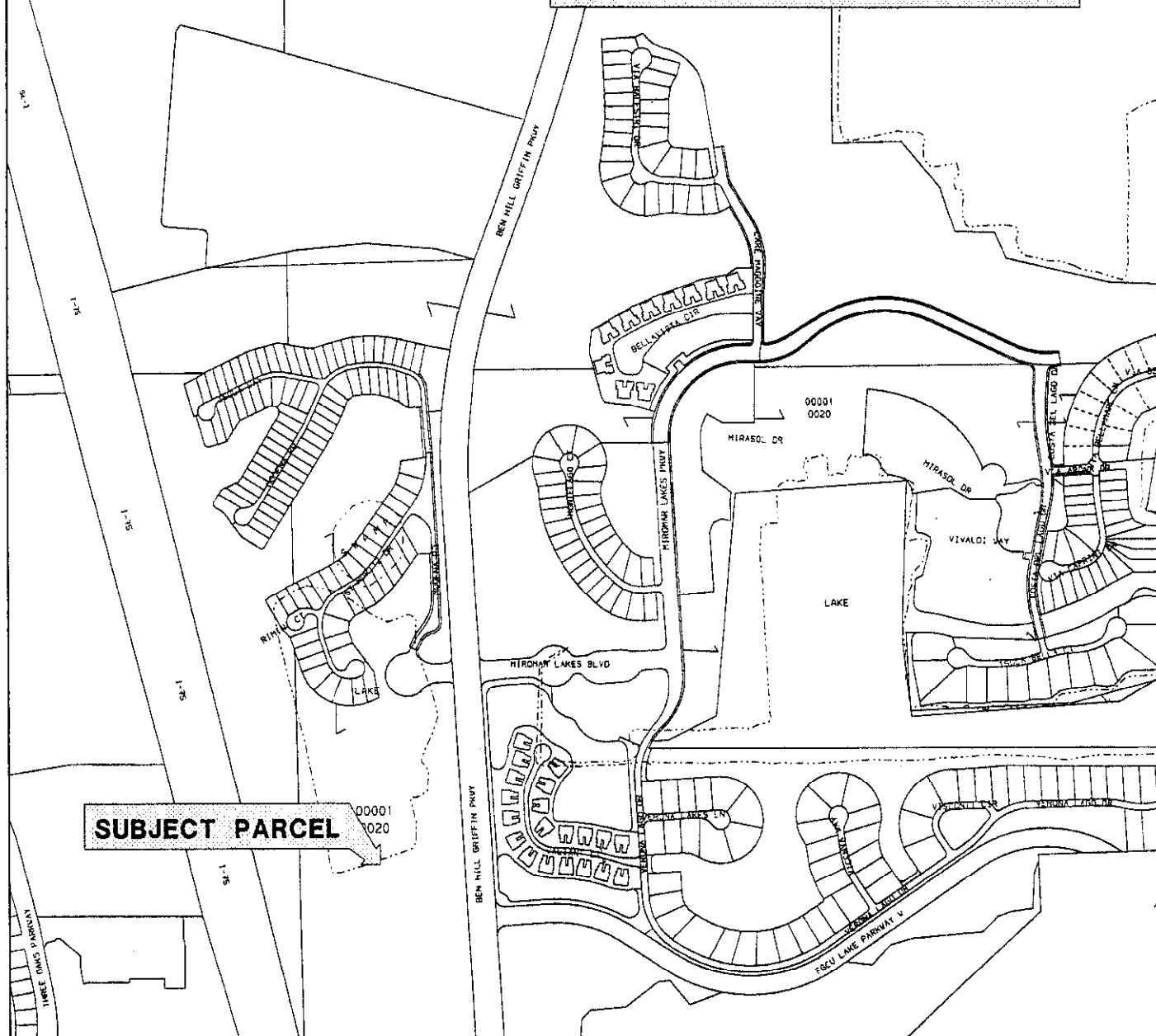
LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

MIROMAR LAKES - GOLF CLUBHOUSE

COMMISSION DISTRICT #5 - ALBION



14-46-25-00-00001.20CE

MIROMAR LAI

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of MIROMAR GOLF CLUBHOUSE 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)

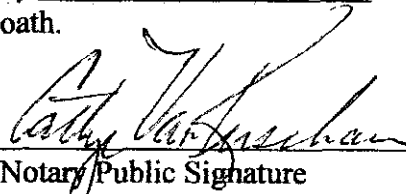
BY: 

(Signature of Owner/Contractor)

COPY

STATE OF FL)
) SS:
COUNTY OF COLLIER)

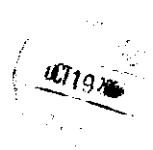
The foregoing instrument was signed and acknowledged before me this 14 th day of OCT, 2004 by THOMAS P. MCKIMM who is personally known to me - _____, and who did not take an oath.


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 Seal & Commission Number)



Paints & Coatings, Inc.

"The Finest in Wastewater Structure Rehabilitation"
"Exclusive Applicators of IET"

FOR: Owner/Contractor

JOB: Milomar (P.O. Box 4000)

Rehab/New Construction

PO #/Job # _____

COPY

TEN YEAR UNLIMITED WARRANTY

OUR DELUXE PREP SYSTEM ALLOWS US TO OFFER YOU A TEN YEAR
UNLIMITED WARRANTY FOR ALL WORKMANSHIP.

ANY TYPE OF APPLICATOR ERROR WILL BE FIXED PROMPTLY WITHIN 72
HOURS OF BEING NOTIFIED.

Carl A. Laquidara
President

Jeffrey A. Yingling
Vice President



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

The undersigned lienor, in consideration of the final payment in the amount of
TWENTY ONE THOUSAND SEVEN HUNDRED FIFTY THREE AND 03/100 DOLLARS
(\$21,753.03 ✓) hereby waives and releases its lien and right to claim a lien for labor, services, or
materials furnished to MIROMAR DEVELOPMENT, INC. on the job of MIROMAR LAKES, LLC to
the following described property:

MIROMAR GOLF CLUBHOUSE
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

18520 MIROMAR LAKES BLVD W. , MIROMAR LAKES FL.
33913
(Location)

14-46-25-00-00001.20CE
(Strap # or Section, Township & Range)

Dated on: October 14, 2004

By: _____

(Signature of Authorized Representative)

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

By: THOMAS P. MCKIMM

(Print Name of Authorized Representative)

4540 DOMESTIC AVENUE

(Address of Firm or Corporation)

Title: PRESIDENT

NAPLES, FL 34104-

(City, State & Zip Of Firm Or Corporation)

Phone #: (239)643-6449 Ext.

Fax#: (239)643-6891

STATE OF FL)

) SS:

COUNTY OF COLLIER)

COPY

The foregoing instrument was signed and acknowledged before me this 14 th day of October, 2004 by
THOMAS P. MCKIMM who is personally known to me - _____, and who did not take an oath.

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

Cathy Vankerschaever
(Notary Public Signature)

(Notary Seal & Commission Number)

CATHY VANKERSCHAEVER
(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: MIROMAR GOLF CLUBHOUSE

STRAP NUMBER: 14-46-25-00-00001.20CE

LOCATION: 18520 MIROMAR LAKES BLVD WEST, MIROMAR LAKES, FL. 33913

OWNER'S NAME: (as shown on Deed) MIROMAR LAKES, LLC

OWNER'S ADDRESS: 24870 BURNT PINE DRIVE

OWNER'S ADDRESS: BONITA SPRINGS, FL 34134

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.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC C-900 DR-18	8"	153.0	LF	\$11.93	\$1,825
CL-50 DIP WATER MAIN	8"	26.0	LF	\$16.70	\$434
SINGLE WATER SERVICE/COMPLETE WATER MAIN	2"	1.0	EA	\$565.84	\$565
ASSORTED FITTINGS WATER MAIN	8"	1.0	LS	\$567.92	\$567
FIRE HYDRANT ASSEMBLY WATER MAIN		1.0	EA	\$1,922.65	\$1,922
CL-50 DIP WATER MAIN	4"	48.0	LF	\$16.30	\$782
GATE VALVE WATER MAIN	4"	1.0	EA	\$435.13	\$435
ASSORTED FITTINGS WATER MAIN	4"	1.0	LS	\$295.10	\$295
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	4"	1.0	EA	\$237.20	\$237
TOTAL					\$7,065.

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



Contractor's Certification of Contributory Assets -- Form (June 2004)

C:\My Documents\Correl User Files\WORD\23017WC 9-9.doc

COPY

07/10

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 14 th day of October, 2004 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)

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: MIROMAR GOLF CLUBHOUSE

STRAP NUMBER: 14-46-25-00-00001.20CE

LOCATION: 18520 MIROMAR LAKES BLVD WEST, MIROMAR LAKES, FL. 33913

OWNER'S NAME: (as shown on Deed) **MIROMAR LAKES, LLC**

OWNER'S ADDRESS: 24870 BURNT PINE DRIVE

OWNER'S ADDRESS: BONITA SPRINGS,FL 34134-

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

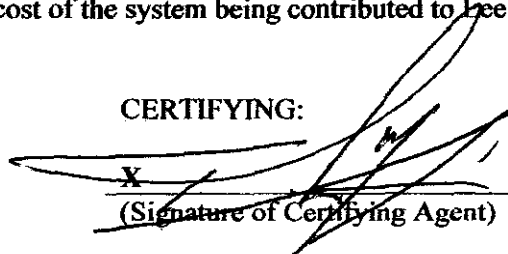
Please list each element of the system from the drop-down list provided.

[illegible]

(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:


 (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)

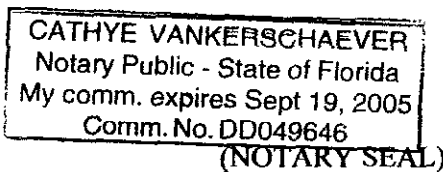
The foregoing instrument was signed and acknowledged before me this 14 th day of October, 2004 by THOMAS P. MCKIMM who is personally known to me - _____, and who did not take an oath.


 Notary Public Signature

CATHYE VANKERSCHAEVER

Printed Name of Notary Public

Notary Commission Number



(NOTARY SEAL)

COPY



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

INET

FDOR10240300
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			0	1	2	3	4	5	6	7	8	9		
---	---	---	---	---	---	---	---	---	---	--	--	---	---	---	---	---	---	---	---	---	---	--	--

1. Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) → 1446250000000120CE

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): **EASEMENT DONATION BY: MIROMAR LAKES LLC**
Last First MI Corporate Name (if applicable)
24870 BURNT PINE DR STE 4 BONITA SPRINGS FL 34134
Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS**
Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181
Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer: / / Sale/Transfer Price: \$. Property Located In:

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: \$. YES ☐ / NO ☐

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 ☐

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 ☒ \$.

12. Amount of Documentary Stamp Tax \$.

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: Date: 11/24/04

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
This copy to Property Appraiser O. R. Book <input type="text"/> and Page Number <input type="text"/> and File Number <input type="text"/> Date Recorded <input type="text"/> / <input type="text"/> / <input type="text"/> Month Day Year	

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

INET

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

1446250000000120CE

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):

EASEMENT DONATION BY:

MIROMAR LAKES LLC

Last First MI
24870 BURNT PINE DR STE 4 BONITA SPRINGS FL

Corporate Name (if applicable)
34134

4. Grantee (Buyer):

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI
P. O. BOX 398 FT. MYERS FL

Corporate Name (if applicable)
33902 2394798181

5. Date of Sale/Transfer

\$

. 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

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
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

X NO

\$

Cents

. 00

12. Amount of Documentary Stamp Tax

\$

0.00

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

Date

11/24/01

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

This copy to Department of Revenue

O. R. Book
and
Page Number
and
File Number

□ □ □ □ □

□ □ □ □ □

□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □

Date Recorded

□ □ / □ □ / □ □ □ □

Month

Day

Year

This copy to Department of Revenue

COPY

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

Strap Number:

14-46-25-00-00001.20CE

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between Miromar Lakes 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.

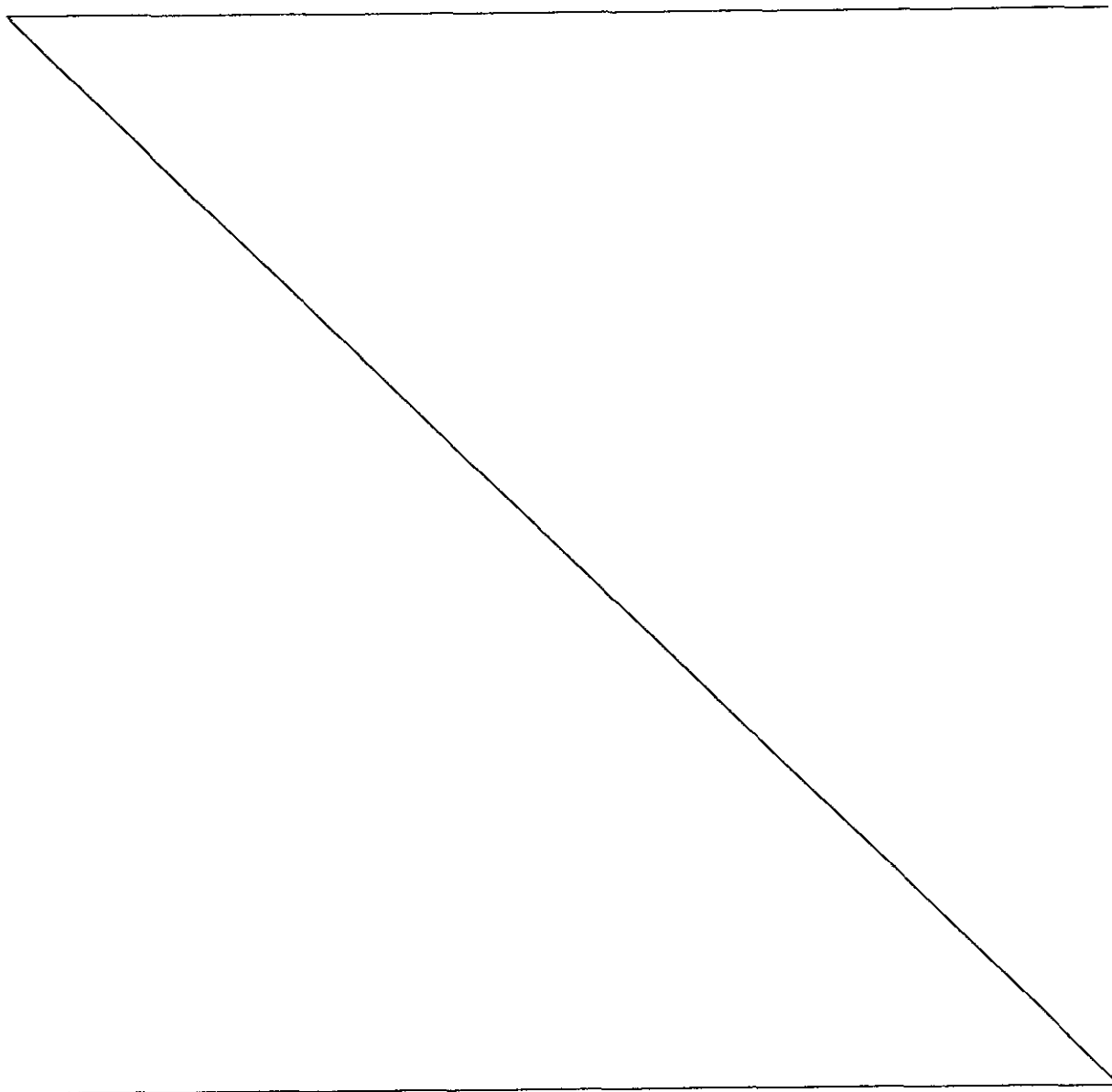
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Signature]
[1st Witness' Signature]

Denise M. Griner
[Type or Print Name]

Catherine Barrett
[2nd Witness' Signature]

CATHERINE BARRETT
[Type or Print Name]

BY:

[Signature]
[Signature Grantor's/Owner's]

Jerry Schroyer
[Type or Print Name]

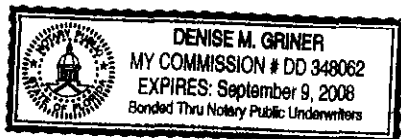
V. P.
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 12th
day of October 2004 by Jerry Schroyer who produced the following as identification
_____ or is personally know to me,
and who ~~did~~ take an oath.

[stamp or seal]



[Signature]
[Signature of Notary]

[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: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

HM PROJECT #2002159

10/11/2004

REF. DWG. #B-4899

PAGE 1 of 2

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION ON THE EASTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY WITH THE CENTERLINE OF MIROMAR LAKES BOULEVARD, TRACT "A1", MIROMAR LAKES - UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 60 THROUGH 73 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.86°28'36"W. ALONG THE WESTERLY EXTENSION OF SAID CENTERLINE OF MIROMAR LAKES BOULEVARD, FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY; THENCE RUN S.03°31'24"E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 946.86 FEET; THENCE RUN S.86°28'36"W., FOR A DISTANCE OF 153.32 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.43°52'02"E., FOR A DISTANCE OF 35.00 FEET; THENCE RUN S.46°31'32"W., FOR A DISTANCE OF 7.40 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 13°46'24", SUBTENDED BY A CHORD OF 28.78 FEET AT A BEARING OF S.53°24'44"W., FOR A DISTANCE OF 28.85 FEET TO THE END OF SAID CURVE; THENCE RUN S.60°17'56"W., FOR A DISTANCE OF 34.85 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET, THROUGH A CENTRAL ANGLE OF 05°31'52", SUBTENDED BY A CHORD OF 59.83 FEET AT A BEARING OF S.57°32'00"W., FOR A DISTANCE OF 59.85 FEET TO THE END OF SAID CURVE; THENCE RUN S.54°46'04"W., FOR A DISTANCE OF 60.03 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.36°22'56"W., A DISTANCE OF 185.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 10°17'26", SUBTENDED BY A CHORD OF 33.18 FEET AT A BEARING OF S.58°45'47"W., FOR A DISTANCE OF 33.23 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°02'16"W., FOR A DISTANCE OF 79.77 FEET; THENCE RUN N.24°57'44"W., FOR A DISTANCE OF 35.00 FEET; THENCE RUN N.65°02'16"E., FOR A DISTANCE OF 72.42 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 36°53'16", SUBTENDED BY A CHORD OF 18.98 FEET AT A BEARING OF N.46°35'38"E., FOR A DISTANCE OF 19.31 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 26°37'03", SUBTENDED BY A CHORD OF 18.42 FEET AT A BEARING OF N.41°27'32"E., FOR A DISTANCE OF 18.58 FEET TO THE END OF SAID CURVE; THENCE RUN N.54°46'04"E., FOR A DISTANCE OF 38.74 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 31°22'00", SUBTENDED BY A CHORD OF 21.63 FEET AT A BEARING OF N.70°27'03"E., FOR A DISTANCE OF 21.90 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 29°52'52", SUBTENDED BY A CHORD OF 15.47 FEET AT A BEARING OF N.71°11'37"E., FOR A DISTANCE OF 15.65 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID

HM PROJECT #2002159

10/11/2004

REF. DWG. #B-4899

PAGE 2 of 2

CURVE TO THE RIGHT, HAVING A RADIUS OF 655.00 FEET, THROUGH A CENTRAL ANGLE OF $04^{\circ}02'45''$, SUBTENDED BY A CHORD OF 46.24 FEET AT A BEARING OF $N.58^{\circ}16'34''E.$, FOR A DISTANCE OF 46.25 FEET TO THE END OF SAID CURVE; THENCE RUN $N.60^{\circ}17'56''E.$, FOR A DISTANCE OF 34.85 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, THROUGH A CENTRAL ANGLE OF $13^{\circ}46'24''$, SUBTENDED BY A CHORD OF 20.38 FEET AT A BEARING OF $N.53^{\circ}24'44''E.$, FOR A DISTANCE OF 20.43 FEET TO THE END OF SAID CURVE; THENCE RUN $N.46^{\circ}31'32''E.$, FOR A DISTANCE OF 7.16 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.257 ACRE, MORE OR LESS.

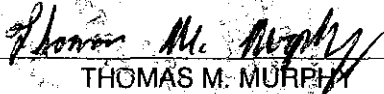
THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE CENTERLINE OF MIROMAR LAKES BOULEVARD, TRACT "A1", MIROMAR LAKES - UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 60-73 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING $S.86^{\circ}28'36''W.$

HOLE MONTES, INC.

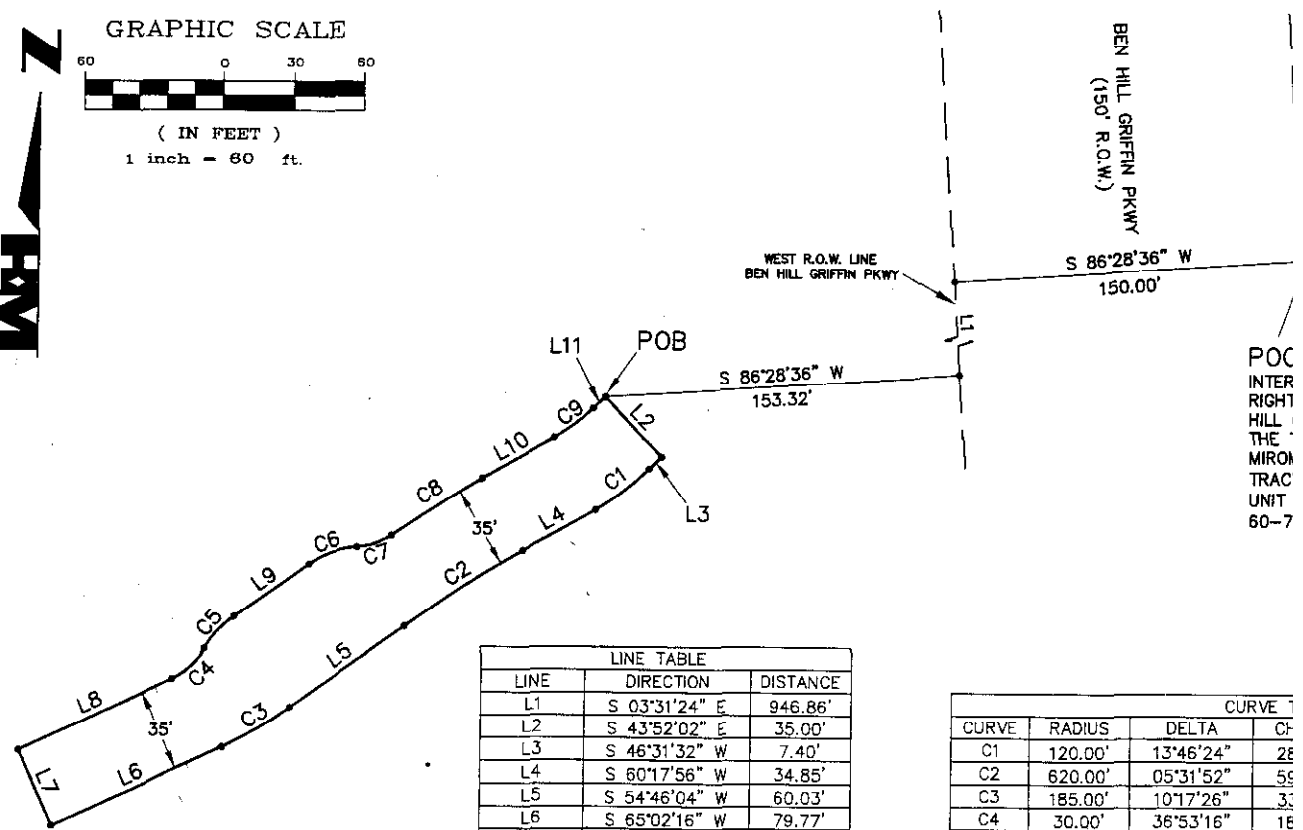
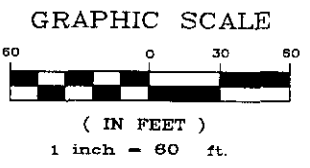
CERTIFICATE OF AUTHORIZATION LB #1772

BY:


THOMAS M. MURPHY

P.S.M. #5628

STATE OF FLORIDA



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 03°31'24" E	946.86'
L2	S 43°52'02" E	35.00'
L3	S 46°31'32" W	7.40'
L4	S 60°17'56" W	34.85'
L5	S 54°46'04" W	60.03'
L6	S 65°02'16" W	79.77'
L7	N 24°57'44" W	35.00'
L8	N 65°02'16" E	72.42'
L9	N 54°46'04" E	38.74'
L10	N 60°17'56" E	34.85'
L11	N 46°31'32" E	7.16'

CURVE			
CURVE	RADIUS	DELTA	CH
C1	120.00'	13°46'24"	28
C2	620.00'	05°31'52"	58
C3	185.00'	10°17'26"	33
C4	30.00'	36°53'16"	15
C5	40.00'	26°37'03"	18
C6	40.00'	31°22'00"	21
C7	30.00'	29°52'52"	15
C8	655.00'	04°02'45"	46
C9	85.00'	13°46'24"	20

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

* NOT A SURVEY *

U:\0206\W-Miscellaneous\W-Misc\2002159\021595ANSI.dwg Tab: Model Oct 11, 2004 - 1:08pm Plotted by Autodesk LT

SEC-TWN-RGE: 14-46-25	
DRAWN BY: AM	DATE 10/04
CHECKED BY: TMM	DRAWING NO. B-4899



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No.1772

NOT VALID WITHOUT
THE SIGNATURE AND
THE ORIGINAL RAISED
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

SKETCH TO ACCOMPANY A L

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)V#111463
BS 20041570

SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING
office to incur expenses for filing/record against:Purchase Order # N/A for MIROMAR LAKES GOLF CLUBHOUSE
project. EASEMENT: MIROMAR LAKES LLCACCOUNT NO. OD5360748700.504930
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES.
Signature Authorization

B. SERVICE RECEIVED:

RECORDING EASEMENT

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:

14-46-25-00-00001.20CE

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between Miromar Lakes 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.

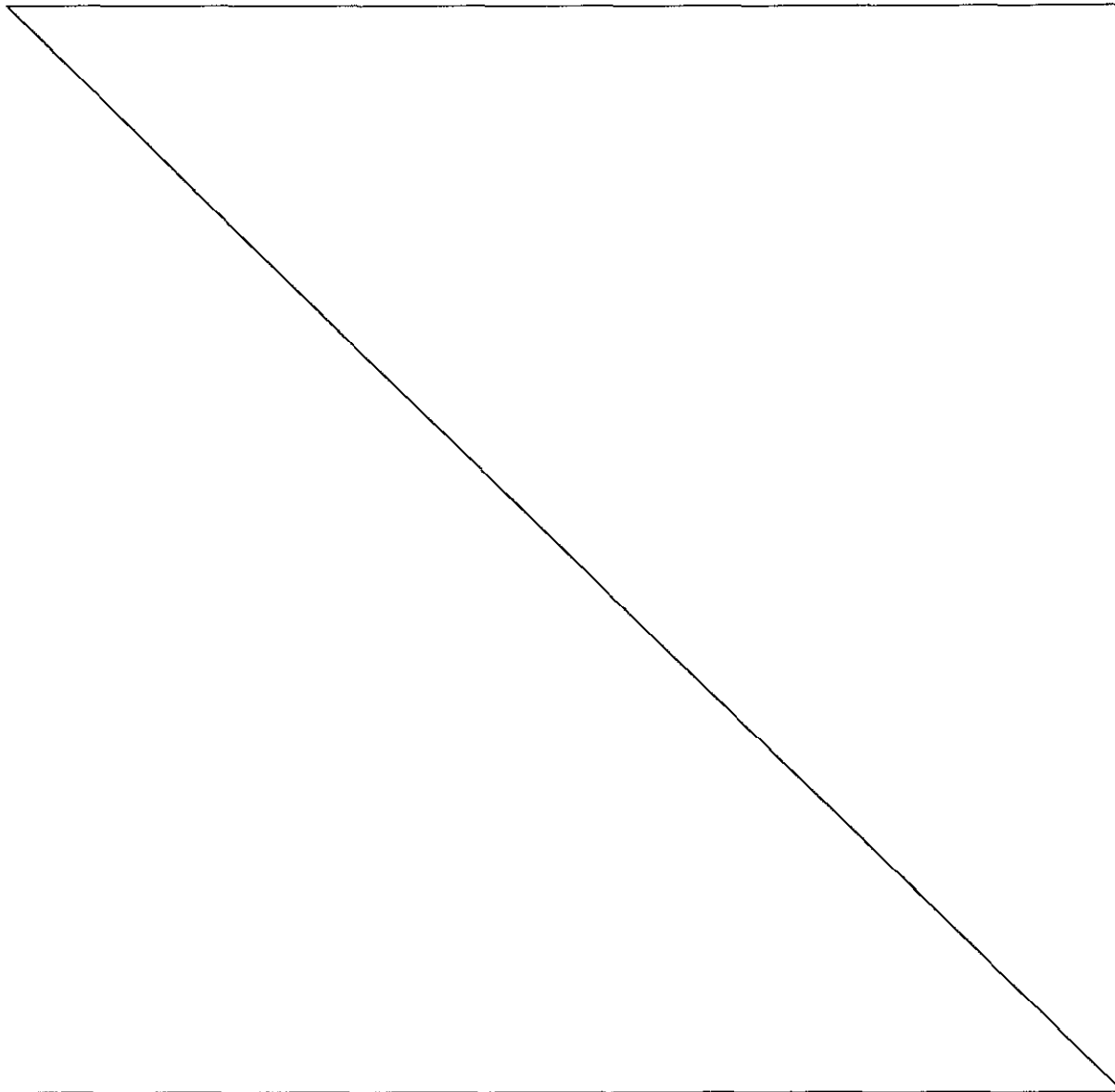
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9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

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.

[Signature]
[1st Witness' Signature]
Denise M. Griner
[Type or Print Name]
Catherine Barrett
[2nd Witness' Signature]
CATHERINE BARRETT
[Type or Print Name]

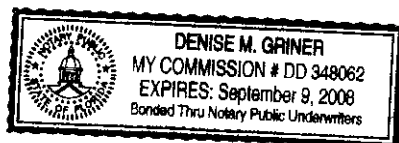
BY: [Signature]
[Signature Grantor's/Owner's]
Jerry Schroyer
[Type or Print Name]
V.P.
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 12th day of October 2004 by Jerry Schroyer who produced the following as identification or is personally know to me, and who did take an oath.

[stamp or seal]



[Signature]
[Signature of Notary]
[Blank]
[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: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #2002159

10/11/2004

REF. DWG. #B-4899

PAGE 1 of 2

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION ON THE EASTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY WITH THE CENTERLINE OF MIROMAR LAKES BOULEVARD, TRACT "A1", MIROMAR LAKES - UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 60 THROUGH 73 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.86°28'36"W. ALONG THE WESTERLY EXTENSION OF SAID CENTERLINE OF MIROMAR LAKES BOULEVARD, FOR A DISTANCE OF 150.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BEN HILL GRIFFIN PARKWAY; THENCE RUN S.03°31'24"E. ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 946.86 FEET; THENCE RUN S.86°28'36"W., FOR A DISTANCE OF 153.32 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.43°52'02"E., FOR A DISTANCE OF 35.00 FEET; THENCE RUN S.46°31'32"W., FOR A DISTANCE OF 7.40 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 13°46'24", SUBTENDED BY A CHORD OF 28.78 FEET AT A BEARING OF S.53°24'44"W., FOR A DISTANCE OF 28.85 FEET TO THE END OF SAID CURVE; THENCE RUN S.60°17'56"W., FOR A DISTANCE OF 34.85 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET, THROUGH A CENTRAL ANGLE OF 05°31'52", SUBTENDED BY A CHORD OF 59.83 FEET AT A BEARING OF S.57°32'00"W., FOR A DISTANCE OF 59.85 FEET TO THE END OF SAID CURVE; THENCE RUN S.54°46'04"W., FOR A DISTANCE OF 60.03 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.36°22'56"W., A DISTANCE OF 185.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 10°17'26", SUBTENDED BY A CHORD OF 33.18 FEET AT A BEARING OF S.58°45'47"W., FOR A DISTANCE OF 33.23 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°02'16"W., FOR A DISTANCE OF 79.77 FEET; THENCE RUN N.24°57'44"W., FOR A DISTANCE OF 35.00 FEET; THENCE RUN N.65°02'16"E., FOR A DISTANCE OF 72.42 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 36°53'16", SUBTENDED BY A CHORD OF 18.98 FEET AT A BEARING OF N.46°35'38"E., FOR A DISTANCE OF 19.31 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 26°37'03", SUBTENDED BY A CHORD OF 18.42 FEET AT A BEARING OF N.41°27'32"E., FOR A DISTANCE OF 18.58 FEET TO THE END OF SAID CURVE; THENCE RUN N.54°46'04"E., FOR A DISTANCE OF 38.74 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 31°22'00", SUBTENDED BY A CHORD OF 21.63 FEET AT A BEARING OF N.70°27'03"E., FOR A DISTANCE OF 21.90 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 29°52'52", SUBTENDED BY A CHORD OF 15.47 FEET AT A BEARING OF N.71°11'37"E., FOR A DISTANCE OF 15.65 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID

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REF. DWG. #B-4899

PAGE 2 of 2

CURVE TO THE RIGHT, HAVING A RADIUS OF 655.00 FEET, THROUGH A CENTRAL ANGLE OF 04°02'45", SUBTENDED BY A CHORD OF 46.24 FEET AT A BEARING OF N.58°16'34"E., FOR A DISTANCE OF 46.25 FEET TO THE END OF SAID CURVE; THENCE RUN N.60°17'56"E., FOR A DISTANCE OF 34.85 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, THROUGH A CENTRAL ANGLE OF 13°46'24", SUBTENDED BY A CHORD OF 20.38 FEET AT A BEARING OF N.53°24'44"E., FOR A DISTANCE OF 20.43 FEET TO THE END OF SAID CURVE; THENCE RUN N.46°31'32"E., FOR A DISTANCE OF 7.16 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.257 ACRE, MORE OR LESS.

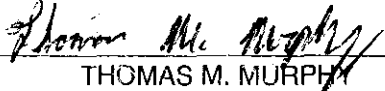
THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE CENTERLINE OF MIROMAR LAKES BOULEVARD, TRACT "A1", MIROMAR LAKES - UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 60-73 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING S.86°28'36"W.

HOLE MONTES, INC.

CERTIFICATE OF AUTHORIZATION LB #1772

BY:


THOMAS M. MURPHY

P.S.M. #5628

STATE OF FLORIDA