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

Blue Sheet No. 20050911-UTL

FORWARDED TO:

1129145

1. Action Requested/Purpose:

Approve final acceptance by Resolution and recording of four (4) utility easements as a donation of force main extension known as the Alico-Jean Street Force Main which is to provide sanitary sewer service to various commercial parcels along Alico Road. This is a developer contributed asset project located on the south side of Alico Road beginning approximately 300 feet west of Jean Street and continuing approximately 1,000 feet east.

2. What Action Accomplishes:

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

3. Management Recommendation:

SAENGRIW PIBLUE SHEETS/ALICO-JEAN STREET FORCE MAIN - EASEMENTS - TAK 20050911.DOC-6/23/05 12/21 PM

Lee Count	y Utilities rec	luests that t	he County M	anager's of	fice recom	mend ap	proval of	this item.		
4. Depart	tmental Cate	gory: 10	(010	F	5. Me	eting Dat	e: 08-0	2-2005	
6. Agenda	a:	7.	Requiremen	t/Purpose	(specify)	8. Rec	tuest Initi	iated:		
	onsent	e		_	Commissioner					
	lministrative	Ordin			Department / Public Works					
	peals			ı.Code _		_	Division Utilitie			
	blic		X Other		Approval	By : _				
W	alk-On				I	Rick Daz	/P. E., U	tilities Director		
9. Backgr	round:						//	•		
The install Satisfactor Record Dr Engineer's Project loc Warranty I Waiver of Certification Connection Funds are SECTIO	was not gran ation has been by pressure test awings have to a Certification mapcontain has been provided has been prov	n inspected ting of the been provide of Comple topy attached idedcopy providedatory Assets will be precording for WNSHIP 4	for conformation force main had led. It is the strict of t	ance to the las been con provided d. ovidedco	Lee County appletedcopy attache app attache apps and/or D5360748	y Utilitie ched. d requests	s Operations of the service.		nal.	
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney		Budget	Services		County Manager / P.W. Director	
Januly Lavender Date: 4.34.05	N/A	N/A	T. Osterhout Date: 6/23	S. Coovert Date:	Analyst (2)	Risk pt of	Grants Grants	Mgr.	Saundir Stavender Dave: 4:24.05	
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Forwarded To:

RESOLUTION	NO.
**************************************	110:

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

WHEREAS, it is the desire of "Chason Investments, LLC", owners of record, to make a contribution to Lee County Utilities of <u>sewer</u> facilities (force main extension), serving "ALICO-JEAN STREET FORCE MAIN"; 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 **\$77,200.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was or	ffered by Commissioner		
THE FOREGOING RESOLUTION was on who moved for its adoption. The and, upon be	motion was seconded by Comr eing put to a vote, the	nissioner vote was	as
follows:	,		
Commissioner Janes:		(1)	
Commissioner St. Cerny	y:	(2)	
Commissioner Judah:		(3)	
Commissioner Hall:		(4)	
Commissioner Albion:		(5)	
DULY PASSED AND ADOPTED this _	day of		,
··	DOLDD OF GOUNTY COMMISSION	NED C	
ATTEST: CHARLIE GREEN, CLERK	BOARD OF COUNTY COMMISSIO OF LEE COUNTY, FLORIDA	NEKS	
By:	By:CHATRMAN		
DEPLITY OF FRE	CHATRMAN		

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

LETTER OF COMPLETION

DATE. 11/16/2004

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

Gentlemen:

This is to certify that the sanitary sewer system located in

Alico Jean Street Force Main

(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:

Pressure Test(s) - Force Main

Very truly yours,

David Douglas, P.E.-David Douglas Associates, Inc.

(Owner or Name of Corporation)

(Signature)

Vice President

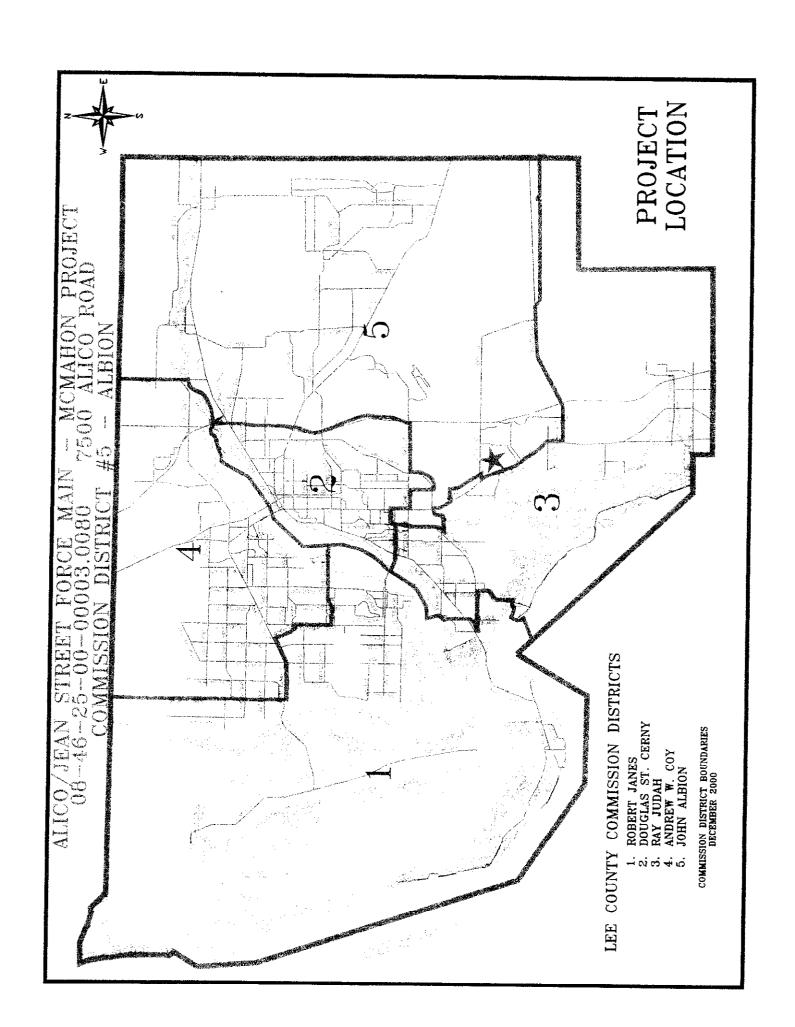
(Title)

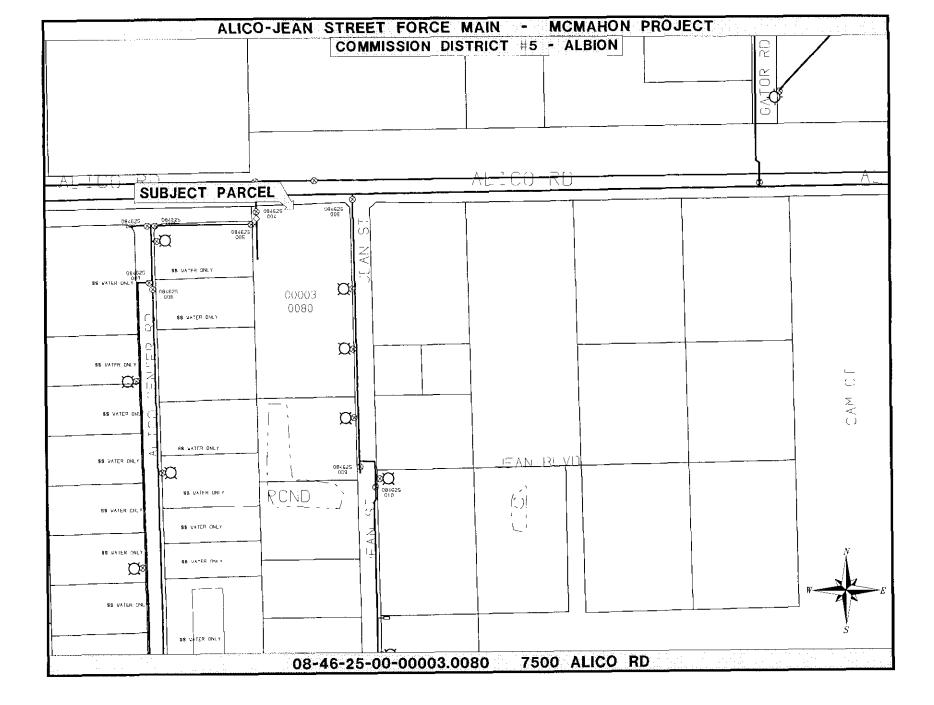
(Seal of Engineering Firm)



I:\Project Files\02-070A - Alico-Jean St. Warehouse\Utilities\Letter of Completion.doc







WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the				
SEWER systems of (Name of Development ALICO/JEAN STREET FORCEMAIN				
ALICO/JEAN STREET FORT MYERS, FL				
ALICO/JEAN STREET FOREMAIN ALICO/JEAN STREET FORT MYERS, FL STRAP # 08-46-25-00-00003,0000 The from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace the 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 meral Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given. CHRISTO, INCORPORATED (NAME OF OWNER OR CONTRACTOR) BY: CHRISTO, INCORPORATED (NAME OF OWNER OR CONTRACTOR) BY: (SIGNATURE & TITLE) ROBERT A. KEILING—PRESIDENT E OF FLORIDA SS: SS: TY OF LEE The foregoing instrument was signed and acknowledged before me this 20 TH day of OCTOBER 20 04 by ROBERT A. KEILING who has produced (Print or Type Name) PERSONALLY KNOWN TO ME as identification, and who (did) (did not) take an oath. MARK K. NOTTINGHAM Notary Public, State of Florida My comm. No. DD 261445				
be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee Cou				
loard of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and repl				
ll 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				
ne General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be give				
OUNTY OF LEE				
The foregoing instrument was signed and acknowledged before me this day of				
MARK K. NOTTINGHAM Notary Public Signature Notary Public, State of Florida My comm. exp. Jan. 6, 2008				
DD 261445 JAN. 6, 2008 Outry Commission Number (NOTARY SEAL)				



WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount

Of <u>s</u>	EVENTY SEVEN TH	<u>IOUSAND TWO HU</u>	NDRED DOLLAR	S AND NO/100	(\$ 77,200.00)		
Hereby	y waives and rele	ases its lien and	right to claim a	lien for labor, se	ervice, or materials		
1	Furnished to	CHASON IN	VESTMENTS.	LLC	on the job		
			ame of your customer)				
	Of <u>CHASO</u>	N INVESTME	NTS, LLC	_to the following	ng describe		
		(Insert	name of the owner)				
	Property:	ALICO/JEAN	STREET FO	RCEMAIN _			
		(Name o	f Development/Project)				
	SEV	VER SEE CERTIFIC	CATION OF CONT	RIBUTORY ASSET	rs .		
			rics Constructed)		TOPS:		
	A	ALICO/JEAN S	TREET FOR	T MYERS, FL	4		
			roject Location)		V 		
		STRAP#	08-46-25-00-0	00003 0000			
			00 10 20 00 0		_		
By: Oct	OBER 20, 2004	ng	CHF	RISTO, INCORI	PORATED		
(Signature of Authorized R	Representative)		(Name	of Firm or Corporation)		
By: ROBERT A	A KEILING		4461	I-B HANCOCK	BRIDGE PKWY		
(Print Name of Authorized		***************************************	(Addre				
Title: PRESIDEN	rr		N. F	ORT MYERS,	FL 33903		
<u> </u>	\ <u>- </u>			State & Zip)			
Phone #:239-9	997-2823		Fax#:	239-997-467	72		
State of FLORID County of LEE	<u>A</u> -						
The foregoing	g instrument was sign	ned and acknowledg	ed before me this_	day	of OCTOBER		
2004, byRobe	rt A. Keiling , wh	o produced <u>pers</u> e	onally known to n	ne as identification	on or who is personally		
Known to me, and wl	ho did/did not take a	n oath.		$\sim 10^{-1}$	172		
inovitio ino, and vi	MARK K. NOTTI		Notary Public / Kuk . 100/19				
NOTARY SEAL	Notary Public, Stat My comm. exp. Ja	e of Florida	Notary P	ublic Name: <u>MA</u>	mature) RK K. NOTPINGHAM Print		
	Comm. No. DU		My Com	(1 mission Expires:	Print)JAN, 6, 2008		
(Forms-Waiver of Lien-Re	vised December 2002)		•				

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:	ALICO / J	EAN STREE	TFORCEMAIN					
LOCATION:	ALICO, JE	EAN STREE	T FORT MYERS, FL					
_	STRAP#	08-46-25-0	0-00003.0000					
		(Including	STRAP)					
NAME AND ADDRESS (NAME AND ADDRESS OF OWNER: CHASON INVESTMENTS, LLC							
	17135 JEAN ST	REET FORT	MYERS, FL 33912					
	(as sh	nown on Deed						
TYPE UTILITY SYSTEM	-· 	SEWER						
	(L	ist water, sew	er and effluent reuse separately)					
DES	CRIPTION AND	COST OF M.	ATERIAL, LABOR, AND SERVICES					

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

ITEM	SIZE	QUANTITY/UNIT	COST	TOTAL
HDPE DR-11	10"	54 LF	150.00	8100.00
HDPE DR-11	6"	322 LF	30.00	9660.00
HDPE DR-11	4"	73 LF	25,00	1825.00
STEEL CASING	16"	120 LF	130.00	15600.00
PVC C-900, DR-18	6"	336 LF	30.00	10080.00
PVC C-900, DR-18	8"	3 LF	100.00	300.00
PVC C-900, DR-18	4"	609 LF	25.00	15225.00
45degree BENDS	8"	2 EA	1000.00	2000.00
MJ REDUCER	8" X 6"	1EA	1000.00	1000,00
MJ REDUCER	6" X 4"	1 EA	1000.00	1000.00
MJ WYE	6" X 6"	2_ EA	500,00	1000,00
MJ WYE	4" X 4"	2 EA	500.00	1000.00
PLUG VALVE	6"	2 EA	1500.00	3000.00
PLUG VALVE	4"	2EA	900,00	1800.00
MJ CAP	6"	2 EA	500.00	1000.00
MJ CAP	4"	2 EA	500.00	1000.00
MJ SLEEVE	6"	1 EA	1610.00	1610.00
MJ SLEEVE	4"	2 EA	1000.00	2000.00
				

\$ 77,200.00TOTAL AMOUNT





and File Number

Date Recorded

Day

Year

Month

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

FDOR10240300 DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

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1.	Parcel Identification Number (If Parcel ID not available please call County Property	0 1 2 3			.23456789	
	Appraiser's Office)		08462	5000000301	90	
2.	Mark (x) all Multi-parcel transaction?		Transaction is a spli or cutout from another parcel?	•	Property was impro- with building(s) at til of sale/transfer?	me →
3.	Grantor (Seller):	ASEMENT #1 DONA First		EVE	RETT L. WAID, porate Name (if applicable	
	631 ESTERO		MI T. Myers bea		33931 ()	3)
_	Mailing Ad		City	State	Zip Code Phone N	lo.
4.	Grantee (Buyer): RICK DI				BD. OF CO. Co	
	P. O. BOX	First	MI MARINA		porate Name (if applicable	
_	P. O. BOX Mailing Ad		FT. MYERS City	FL State	33902 (239) Zip Code Phone N	4798181
5.	Date of Sale/Transfer		Sale/Transfer Price	State	Zip Code Thone N	···
	8 / 2 /	2005 \$	\$10	. 0	0 Property Lee	
	Month Day		ound to the nearest dolla	аг.)		1.44
6.	Type of Document Conti	ract/Agreement X Other		gages on the property nortgage balance:	·? If "Yes", γ	res / 🗶 No
	Warranty Quit	Claim d	(Round to the neares	· · · · · · · · ·	* . ,	.00
8.	To the best of your knowledg such as: Forced sale by court of Sale of a partial or undivided in	order? Foreclosure pendir	ig? Distress Sale? Title (s to the sale/transfer defects? Corrective D	eed? Mineral rights?	res / 🕱 No
9.	Was the sale/transfer financed?	YES / X NC	If "Yes", please indicat	e type or types of fina	ncing:	
	Conventional	Seller Provided	Agreement or Contract for Deed	Other		
10.	Property Type: Residential	Commercial Industrial		itutional/ ellaneous Governa	ment Vacant Acre	eage Timeshare
	Mark (x) all that apply	- 11 - 11			*	
11	To the best of your knowledg	a was nersonal property	YES / X	NO \$		Cents
•••	included in the sale/transfer? If	"Yes", please state the	120 /	NO ¥	* •	.00
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13.	If no tax is due in number 12, is			1/1	a Statutes?	ES / NO
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RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERT (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

INET

FDOR10240300 DR-219 R. 07/98

Parcel Identification Number (If Parcel ID not available please call County Property

Appraiser's Office)

Enter numbers as shown below.

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If typing, enter numbers as shown below. 0123456789

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2.	Mark (x) all that apply	Multi-parcel transaction?			or cutout from	1			ng(s) at time	
2	Grantor (Seller):	E		#1 DONA	CION BY:	zi:	EVE		WAID, JR	ł.
Э.	. ,	Last ESTERO	BLVD	First F1	. MYERS	MI BEACH	FL Co	rporate Name (if	applicable)	
4.	Grantee (Buyer)	Mailing Ad	ddress IAZ, P.E		City DIRECTO	R FOR	State LEE CO	Zip Code BD. OF	Phone No. CO. COMMI applicable) , 239479	
_	F.	Mailing Ad			City		State	33902 Zip Code	Phone No.	
5.	Date of Sale/Tra	_			Sale/Transfer F		_	Property	4.0 Co.	inty Code
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6.	Type of Docume Warranty	ent Cont for D	ract/Agreemen eed	nt X Other		y mortgages or nding mortgage		y? If "Yes",	YES	× _{NO}
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8.	To the best of y such as: Forced Sale of a partial	our knowledg sale by court	ge, were there ι order? Foreclo	sure pending	? Distress Sale?	? Title defects?		Deed? Mineral riç	ghts? YES	X _{NO}
9.	Was the sale/tra	nsfer financed	? YES	× NO	f "Yes", please	indicate type or	r types of fin	ancing:		
	Convention	al	Seller Provide	ed	Agreement Contract for		Other			
10.	Property Type: Mark (x) all that apply	Residential	Commercial	Industrial	Agricultural	Institutional, Miscellaneou		nment Vacant	Acreage	Timeshare
	To the best of y included in the s amount attribute Amount of Document	ale/transfer? If able to the pers	"Yes", please sonal property.	state the	YES nearest dollar.	× NO	\$ \$	0.7	0	. 0 0
13.	If <u>no tax</u> is due ir	number 12, is	deed exempt	from Docume	entary Stamp Ta	x inder s 201	.02(6), Floric	la Statutes?	YES	NO
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FDOR10240300 DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

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1.	Parcel Identification Number (If Parcel ID not available	0 1 2	3 4 5 6	7 8 9		3456789	Tennes and Tennes	I
	please call County Property Appraiser's Office) →			08462500	00003008)		
2.	Mark (x) all Multi-parcel transaction? →	•·	or cuto	ction is a split ut from parcel?		Property was with building(of sale/transf	(s) at time	
3.	Grantor (Seller):		ONATION I	BY:		A P. McM		R
6	Last 70 MASON RIDGE CENTE		irst 20 ST.	LOUIS		rate Name (if ap	plicable)	
	Mailing Addres			City	State	Zip Code Pi	hone No.	
4.	Grantee (Buyer): RICK DIAZ		UTIL. DIRE	CTOR FOR	LEE CO. 1	BD. OF CO	O. COMMIS	SIONERS
	P. O. BOX 39		FT.	MYERS		33902 (2394798:	181
5	Mailing Addres Date of Sale/Transfer	ss		City nsfer Price	State	Zip Code Pi	hone No.	
J .		005 \$		\$10	ΛÓ	Property	Lee	
	Month Day	Year	(Round to the			Located In	LEC	
6.	for Deed	Agreement 🗶		Are any mortgages outstanding mortgage		If "Yes",	YES	/ × NC
	Warranty Quit Clair Deed Deed	m		o the nearest dollar	C C	7	4.	.00
8.	To the best of your knowledge, w such as: Forced sale by court orde Sale of a partial or undivided interes	r? Foreclosure	pending? Distress	Sale? Title defects	sale/transfer ? Corrective Deed	d? Mineral rights	s? YES	/ x _{NC}
9.	Was the sale/transfer financed? YE	ES / X		ease indicate type	or types of financi	ng;		
	Conventional Sel	ller Provided	_	ment or act for Deed	Other			
10.	Property Type: Residential Co Mark (x) all that apply	ommercial Ind	lustrial Agriculi	Institutiona tural Miscellaneo		nt Vacant	Acreage -	Timeshare
	that apply		<u></u>				4	Cents
11.	To the best of your knowledge, wincluded in the sale/transfer? If "Yes amount attributable to the personal	s", please state t	the	dollar) × NO	\$ \$,		. 0 0
12.	Amount of Documentary Stamp Tax			<u> </u>	Ψ	ý	9	70
13.	If no tax is due in number 12, is dee	ed exempt from	Documentary Star	mp Tax under s. 201	1.02(6), Florida St	atutes?	YES	/ NO
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FDOR10240300 DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

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2.	Mark (x) all that apply		i-parcel saction?		#2 T	ONAT	or cuto anothe	out from er parcel?	lit →	wt	.	\	with build of sale/tr	ding(s) ansfer		TR.	
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4.	Grantee (Buye	r): Last		AZ, P.		UTIL.		City ECTOR MI	FOR	LEE	CO.	BD	OF Name (CO .	. COMN	MISSIC	
	P.		BOX .		•		FT.	City		FL State			3902 Code		one No.	98181	<u> </u>
5.	Date of Sale/T	ransfer	-		•	5	Sale/Tra	insfer Price								ounty Co	do
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	Warranty Deed		Quit Co Deed	aim				to the neare		Œ						•	0 0
8.	To the best of such as: Force Sale of a partia	d sale by	court or	der? Foreck	osure	pending?	Distres	s Sale? Title				ed? I	Mineral r	ights?	YES		X _{NO}
9.	Was the sale/tr	ransfer fir	nanced?	YES	*	NO If		olease indica	te type o	r types o	of finar	ncing:					
	Conventio	onal	ę	Seller Provid	led			tract for Deed	ż	0	ther						
10.	Property Type: Mark (x) all that apply	Resid	dential	Commercia	l Inc	tustrial	Agricu		stitutional cellaneou		vernn	nent	Vacar	nt	Acreage	Times	share
12.	To the best of included in the amount attribu Amount of Doc	sale/tran table to t umentary	sfer? If "` he perso / Stamp T	es", please nal property ax	state . (Rou	the nd to the		dollar.)	NO PS 201	\$ \$	=lorida	Stati	0. 7	70	YES		O O
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FDOR10240300 DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

Use black ink. Enter numbers as shown below.

If typing, enter numbers as shown below.

Parcel Identification Number

0 1 2 3 4 5 6 7 8 9 0123456789

	(If Parcel ID not available please call County Property	084625000	00030170	
_	Appraiser's Office) →	Transaction is a split	Property was improved	
2.	Mark (x) all Multi-parcel that apply transaction? →	or cutout from	with building(s) at time	
	transaction,	another parcel? ONATION BY:	of sale/transfer? ALICO ROAD, LLC	
3.	Grantor (Seller).			.
	Last First 4442 ARNOLD AVE	st MI NAPLES	Corporate Name (if applicable) FL 34104 /)	
	Mailing Address	City	FL 34104 () State Zip Code Phone No.	
	ים מי הגדת שידע די	<u>-</u>	LEE CO. BD. OF CO. COMMISSION	RRS
4.	Grantee (Buyer): Last First		Corporate Name (if applicable)	
	P. O. BOX 398	FT. MYERS	FL 33902 (2394798181	
_	Mailing Address	City	State Zip Code Phone No.	•
5.	Date of Sale/Transfer	Sale/Transfer Price	ciale approach in the re-	
	8 / 2 / 2005 \$	\$10	O O Property Lee	
	and the second of the second o	(Round to the nearest dollar.)	Located In Lee	
6.		Other 7. Are any mortgages on		NO
	for Deed Warranty	outstanding mortgage	balance:	· ·
	Deed Quit Claim Deed Deed	(Round to the nearest dollar.)	Ψ , , , , , , , , , , , , , , , , , , ,) ()
	To the best of your knowledge, were there unusual such as: Forced sale by court order? Foreclosure per Sale of a partial or undivided interest? Related to self was the sale/transfer financed? YES	ending? Distress Sale? Title defects? ler by blood or marriage. NO If "Yes", please indicate type or	Corrective Deed? Mineral rights? YES /	NO
	Conventional Seller Provided	Agreement or Contract for Deed	Other	
10.	Property Type: Residential Commercial Indu Mark (x) all that apply	Institutional/ strial Agricultural Miscellaneous		are
	* ************************************			Cents
11.	To the best of your knowledge, was personal proprincluded in the sale/transfer? If "Yes", please state the	е	\$, , , ,	0 (
40	amount attributable to the personal property. (Round	to the nearest dollar.)	\$	70
12.	Amount of Documentary Stamp Tax	// //	5	, 0
13.	If <u>no tax</u> is due in number 12, is deed exempt from D	ocumentary Stamp Tax under s. 201.0	02(6), Florida Statutes?	NO
ł	 Inton the taxpayer it is ner it do and to a more than the taxpayer it is ner it do and to it is not seen. 		Charmout de la lista de la composition de la servició ser a servició ser a la composition de la composition della compos	.3
L	Signature of Granton in surantee or Aband	K	Dae (723/0)	
	the second secon	and the second of the second o		
	To be completed by the Clerk of the Ci	ircuit Court's Office	Clerks Date Stamp	
	This conv to Property Appraisor			

To be co	impleted by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This co	py to Property Appraiser	
O. R. Book and Page Number and File Number		
Date Recorded	Month Day Year	



and File Number

Date Recorded

Month

Day

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

RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERT (PLEASE READ INSTRUCTIONS BEFORE COMPLETING) ÎNET

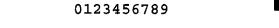
FDOR10240300 DR-219 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below

Parcel Identification Number (If Parcel ID not available please call County Property

0 1 2 3 4 5 6 7 8 9



08462500000030170 Appraiser's Office) -Property was improved Transaction is a split 2. Mark (x) all Multi-parcel or cutout from with building(s) at time that apply transaction? another parcel? of sale/transfer? EASEMENT #3 DONATION BY: ALICO ROAD, LLC 3. Grantor (Seller): Last First Corporate Name (if applicable) 4442 ARNOLD AVE NAPLES 34104 FL Mailing Address City State Zip Code Phone No RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS Grantee (Buyer) Last First Corporate Name (if applicable) Р. BOX 398 0. FT. MYERS FL 33902 2394798181 Mailing Address City Zip Code State Phone No. 5. Date of Sale/Transfer Sale/Transfer Price Property County Code 8 2 46 \$10 2005 Located In Month Day (Round to the nearest dollar.) X Other Contract/Agreement 7. Are any mortgages on the property? If "Yes", YES 6. Type of Document for Deed outstanding mortgage balance: Warranty Quit Claim (Round to the nearest dollar.) Deed Deed 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? YES Sale of a partial or undivided interest? Related to seller by blood or marriage. NO If "Yes", please indicate type or types of financing: 9. Was the sale/transfer financed? YES Agreement or Conventional Seller Provided Contract for Deed Other Institutional/ 10. Property Type: Residential Commercial Industrial Agricultural Miscellaneous Government Vacant Acreage Timeshare Mark (x) all X that apply Cents 11. To the best of your knowledge, was personal property YES included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) 0.70 12. Amount of Documentary Stamp Tax 13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under .02(6), Florida Statutes? YES NO onder beräulies vir behun. In den die bild in das Hab, filo forbychig betui the little appayer. The recited atoms in a desertion a continuition or which Signature of Granton on Orantes, or Asia s 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



(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

FDOR10240300 DR-219 R. 07/98

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	171	.35 JEA	N ST.	First	FORT	MYERS		FL		3912	f applicable)		
		_	Address			City		State		Zip Code	Phone No			
4.	Grantee (Buyer)): RICK I	DIAZ, P.E.	UTIL. First	DIRE	CTOR MI	FOR				CO. CO		SION	ERS
	P.		x 398	1 11 31	FT.	MYERS		FL		33902		, 17981	81	
5 .	Date of Sale/Tra	_	Address		C Sale/Trans	City sfer Price		State	Ž	Zip Code	Phone No	5.		
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	Month	Day	Year	(Rour	nd to the n	nearest dolla	r.)	· •		Located				
6.	Type of Docume		ontract/Agreement r Deed	X Other		re any mortg utstanding m			erty? If	"Yes",	Υ	ES	/ >	€ NO
	Warranty Deed		uit Claim eed			the nearest		\$;	ÿ		. (0 0
8.	such as: Forced	sale by cou	dge, were there un irt order? Foreclosu I interest? Related t	re pending?	Distress	Sale? Title d				? Mineral ri	^{ghts?} Y	ES	/ >	r NO
9.	Was the sale/tra	insfer finance	ed? YES	X NO If		ease indicate	type or	types of f	financin	g:				
	Convention	nal	Seller Provided		•	ct for Deed		Othe	er .					
10.	Property Type: Mark (x) all that apply	Residentia	al Commercial	Industrial	Agriculti		tutional/ ellaneous	Gove	ernmen	t Vacan	t Acrea	age Ti	imesha	are
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13.			, is deed exempt fro				I M	1	rida Sta	itutes?	Y	ES	/	NO
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L			Grantee or Agent _				7				_ Date T			
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	lo be cor	mpleted by	y the Clerk of th	e Circuit (Jourt's (Office				Clerks D	ate Stam	ıp		
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FDOR10240300 DR-219 R. 07/98

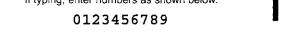
(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

1 2 3 4 5 6



08462500000030000

2.	Mark (x) all that apply	Multi-paro transactio	n? →		or cutor another	r parcel? 🧡	•		w of	ith buildir f sale/trar			
3.	Grantor (Seller)): Last 135 JEA		T #4 DOI	NATION FORT	BY: MYERS		CHAS FL		Name (if	applicable)	, LLC	
4.	Grantee (Buyer	Mailing / RICK I r): Last O. BOX	DIAZ, P	P.E. UT	'IL. DIRI	City ECTOR MI MYERS	FOR	State LEE Co FL	orporate l		applicable)	MISSIO 798181	
5.	Date of Sale/Tr	Mailing /				City nsfer Price		State		Code	Phone No.		
	8	2	2005	\$		\$10		_ (Property Located I		County Cod	le
	Month	Day	Year	(Round to the	nearest dolla	r.)	• '		Localca			
6.	Type of Docum Warranty Deed	for	ntract/Agreer Deed ait Claim eed	ment 🗶 O	(Are any morte outstanding moterates	nortgage		rty? If "Ye	es",	YE	s •	0 0 x
8.	To the best of such as: Forced Sale of a partial	d sale by cou	rt order? Fore	eclosure pen	ding? Distress	Sale? Title o				lineral rig	^{hts?} YE	S	× NO
9.	Was the sale/tra	ansfer finance	ed? YES	×	IO If "Yes", p	lease indicate	e type or	types of fi	nancing:				
	Convention	nal	Seller Pro	vided	_	ement or act for Deed		Othe	r				
10.	Property Type: Mark (x) all that apply	Residentia	al Commen	cial Industr	ial Agricul		tutional/ ellaneous	Gover	nment	Vacant X	Acreag	e Times	hare
	To the best of pincluded in the samount attribut Amount of Docu	sale/transfer? table to the pe	If "Yes", plea ersonal prope	se state the			NO NO	\$ \$ \		0.70)		O O
13.	If no tax is due i	in number 12,	is deed exer	npt from Doc	umentary Sta	mp Tax unde	rs. 2 01,0	2(6), Flor	ida Statut	es?	YE	S	NO
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L	Signature i	of Granter or .	(Stantea or A) -			444	F T						
	nas ma	sa e da cara	1. f.r	4.5 27							·		
	To be co	mpleted by	the Clerk	of the Circ	uit Court's	Office	/			Cler	ks Date S	tamp	
	•	This copy	to Departi	ment of R	evenue								
Pa F	D. R. Book and age Number and ile Number te Recorded			· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·								
		Month	Day	Yea	ir								

TO: LEE COUNTY FINANCE DEPARTMENT	
FROM: UTILITIES ENGINEERING	V#111463
(Department)	BS 20050911
SUE GULLEDGE	
A. AUTHORIZATION:	
This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/record against:	
Purchase Order # for ALICO-JEAN STREET projection	FORCE MAIN ect.
ACCOUNT NO. OD5360748700.504930	^ ~
ORIGINAL EASEMENT T MINUTES AFTER RECORDING, WITH COPY TO SUE GULLEDGE, UTILITIES	The Julledy
1) EVERETT L. WA	STE GULLED Signature Authorization AID, JR. 6–23–05
B. SERVICE RECEIVED: FASEMENTS. 2) WILLIAM P. Mc	MAHON, TR.
O. R. COPIES	•
PLAT COPIES	· · · · · · · · · · · · · · · · · · ·
CASE # INDEX FEE	
DESCRIPTION OF SERVICERECORDING	
AMOUNT OF FEE INCURRED \$	
(date)	(DEPUTY CLERK)
THIS FORM GOES TO CASHIER WITH R	(CUSTOMER) (DEPT.) REGULAR RECEIPT ATTACHED
C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)	
REC'D	
ENTERED	
CUST. # 500283	
INV. #	
PLEASE REMITTO: Clerk's Accounting	

P.O. BOX 2396

FORT MYERS, FLORIDA 33902-2396

This Instrument Prepared By: Lee County Attorney's Office 1500 Monroe Street - 3rd Floor Fort Myers, Florida 33901

Strap Number: 08-46-25-00-00003.0190

THIS SPACE RESERVED FOR RECORDING

PERPETUAL PUBLIC UTILITY SPECIAL LIMITED EASEMENT GRANT #1

THIS	INDENTURE	is	made	and	entered	into	this _		day	of
		, }	by and	betwe	en EVER	RETT	L. WAID), JR.,	Owr	ner,
hereinaiter	referred to as "	GRAI	NTOR",	and Li	EE COUN	ITY, h	nereinafte	r referr	ed to	as
"GRANTEE	"									

WITNESSETH:

- 1. For and in consideration of irrevocably granting, permitting, allowing and/or consenting GRANTOR to now, or in the future, the right, privilege and authority to construct, install, use and/or have access to:
 - a. Non-Lee County Utilities (LCU) specified lift station (a "private lift station") for private connection to the GRANTEE's force main sewer utility service at the southern boundary line of the Public Utility Easement (PUE) as defined herein; and,
 - b. Chain link fence within the PUE as further described herein; and,
 - c. Bushes, shrubs, and other landscape plantings and materials, but not trees, within the PUE; and,
 - d. 12" water line stub-out to the southern boundary line of the PUE for industrial and fire line use on GRANTOR's property; and,
 - e. "Jersey Barriers" within the PUE for product separation purposes.

In addition to 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 special limited perpetual public utility easement situated in Lee County, Florida, but only to the extent within

elevation from finished ground to 20 feet below and located with in the boundary lines and area more particularly described in Exhibit "A", attached hereto and made a part hereof (herein above and below referred to as the "PUE").

- GRANTEE, its successors, appointees and assigns, are granted the 2. 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 within the subject special easement as described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, and repair said system so long as within the physical boundaries of the area as further described in Exhibit "A". GRANTOR also grants to the GRANTEE the right to trim and remove roots, trees, shrubs, bushes and plants, and remove fences, jersey barriers, or other improvements to the extent necessary to maintain and/or repair the operation of lines, mains and/or utility facilities so long as the same is within the physical boundaries of the easement as described in Exhibit "A". In such event that GRANTEE so desires to take such future actions within the PUE, GRANTEE shall provide GRANTOR at least seventy-two (72) hours advance notice of its intentions, unless a result of an emergency condition and in such case as much notice a reasonably possible under the circumstances.
- 3. Title to all utilities constructed and/or place hereunder by GRANTEE or its agents shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.
- 4. 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.
- 5. GRANTEE will have reasonable right of access traveling directly from Alico Road across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. However, GRANTEE does not have the right to travel across or otherwise occupy GRANTOR's property within or outside the PUE for any other purposes other than as specified in paragraph 2 above, including without limitation for temporary construction purposes of Alico Road improvements, widening, and/or other improvement. Any damage to GRANTOR's property or improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs of the utilities located within the described easement shall be restored by GRANTEE at its sole cost, to the condition in which it existed prior to the damage.

- 6. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any roads within GRANTOR'S property. This easement is strictly for utility purposes only and subject to the terms and conditions set forth herein. Moreover, the parties further represent and warrant that the grant of this PUE does not permit, or otherwise allow, GRANTEE the right to traverse upon, over and/or through, or otherwise use for any other purposes, including without limitation, a temporary construction easement for any improvements within, or without, the easement, as relating to the construction of Alico Road, or otherwise. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law.
- 7. This easement shall 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.

AMI-	BY:	<u> </u>			100 mm
[1 st /Witness' Signature]		[Signature	Grantor	's/Owner's	
I honas A. Willson				<u> </u>	
[Type or Print Name]		[Type or F			
April Chil					
[2 nd Witness' Signature]					
HORN SCHEE					
[Type or Print Name]					
STATE OF FLORIDA COUNTY OF The foregoing instrument was si	gned and	acknowledg	ed before	e me this _	<i>N</i> (178)
day of20, by	/ <u> </u>		e. ;		_ who
produced the following as identification					or
is personally know to me, and who did/g [stamp or seal]	<u>did not</u> tak	e an oath.			
[stamp or sear]		<u> </u>	101 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		_
3]	Signature o	of Notary]			
		11: 7	27	:	_
רן	Typed or P	rinted Name)]		
	MY	LAURA A. LEGER COMMISSION # DD 2 EXPIRES: May 1, 200	08506 7		

Approved and accepted for a	and on	behalf of Lee County, Florida, this
day of	, 20	
ATTEST:		BOARD OF COUNTY COMMISSIONERS
CHARLIE GREEN, CLERK		OF LEE COUNTY, FLORIDA
BY: Deputy Clerk	BY:	Chairman
Deputy Clerk		Chairnan
		APPROVED AS TO FORM
	BY:	
		Office of the County Attorney

S:\GS\SSC\Utilities\Waid-2nd Amended PUE; 2-16-04.doc



GULF SHORE SURVEYING, INC.

#/

TIM J. PUFAHL, P.L.S. 30930 OIL WELL RD., PUNTA GORDA, FL. 33955 (941) 639-7800 • FAX: (941) 639-7600

NICK POULOS, P.L.S. 2112 SE. 11TH ST., CAPE CORAL, FL. 33990 (239) 458-2388 • FAX: (239) 574-3719

MARCH 09, 2004 JOB NUMBER: 0265 FILE: 0265L07.LGL

DESCRIPTION

PART OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE AFORESAID SECTION 8; THENCE RUN S.01°22'26"E. ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) FOR 66.82 FEET TO THE SOUTH RIGHT-OF-WAY OF ALICO ROAD; THENCE RUN S.89°30'55"E. FOR 585.44 FEET ALONG SAID RIGHT-OF-WAY; THENCE RUN N.89°41'05"E. FOR 407.11 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING; THENCE RUN N.89°41'05"E. FOR 331.20 FEET ALONG SAID RIGHT-OF-WAY TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE RUN S.01°18'47"E. FOR 10.00 FEET ALONG SAID FRACTION LINE; THENCE RUN S.89°41'05"W. FOR 331.20 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE

SAID TRACT CONTAINS 3,312 SQUARE FEET, MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 8 BEING N.89°41'05"E.

03/09/09

REFER TO 8 1/2" X 11" SKETCH. GULF SHORE SURVEYING. INC.

TIM J. PUFAHL

PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATE NUMBER 4666

ALICO ROAD LEE COUNTY, FLORIDA : 0565L07.DWG 3JIJ 20920 OIL WELL ROAD PUNTA GORDA, FL. 33955 341) 639-7800 (841) 499-5299 CVNE COBVT LT 22880 5115 2'E' 111H 21BEEL 0265 CHECK: dТ 107 NE 1/4 ZECLION 8-48-52 CVDD DRE SURVEY (17) STREET (1993) CITY (17) STREET (17) ST CHARLOTTE COUNTY: : 1,=20, SCALE (NOT A FIELD SURVEY) SHORE 10/60/20 : 31AQ INC. $\exists \exists \cap \cap$ 0Ł **2KELCH DESCRIPTION** I HEREBY CERTIFY THAT THE ATTACHED SKETCH IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, WAS PREPARED. IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 61G17—6 FAC, AND AS PREPARED UNDER THE DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. TIM J. PUFAHL PROFESSIONAL SURVEYOR AND WAPPER FLA. CERTIFICATE NO. 4886 E. LINE NE1/4,NE1/4, NW1/4,NE1/4 SCALE IN FEET S.01*17'34"E. 10.00 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. REFER TO 8 1/2" X 11" (LEGAL DESCRIPTION) 104 160 DATE OF SIGNATURE SURVEYOR'S CERTIFICATE ALICO ROAD 331.20 331.20 STRAP# 8-46-25-00-00003.0190 3312 SQUARE FEET S.89*41'05"W. N.89*41'05"E. = POINT OF COMMENCEMENT = POINT OF BEGINNING N.89*41'05"E. 2649.74' SECTION LINE RIGHT OF WAY = PLAT BOOK **₹** NE₩ = PAGE H P.O.B. P.O.C. R∕ ¥ P.B. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 8, BEING N.89'41'05"E. N.89*41'05"E. P.O.B. E. LINE W1/2,NE1/4, NW1/4,NE1/4 SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD. N.89*41*05"E. 407.11* N.01118'47"W 50.00 10.00 50.00 OLD R/W QUARTER NW CORNER P.O.C. S.89*30*55"E. 585.44 ∞ 28.99 ഹ 2.01.22'26"E.∞ S

This Instrument Prepared By: Lee County Utilities 1500 Monroe Street - 3 rd Floor Fort Myers, Florida 33901	
Strap Number:	
08-46-25-00-00003.0080	
	THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #2

	THIS	SINE	ENTURE	is made a	and	entered	into this		_ ua	y of				
,	by	and	between	William	M	<u>cMahon,</u>	Owner,	her	eina	fter	refer	red	to	as
GRAN	TOR	(S),	and LEE	COUNTY	, a	political	sub-divis	sion	of t	he	State	of	Flori	da,
herein	after	refe	rred to as	GRANTE	Ξ.									

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.

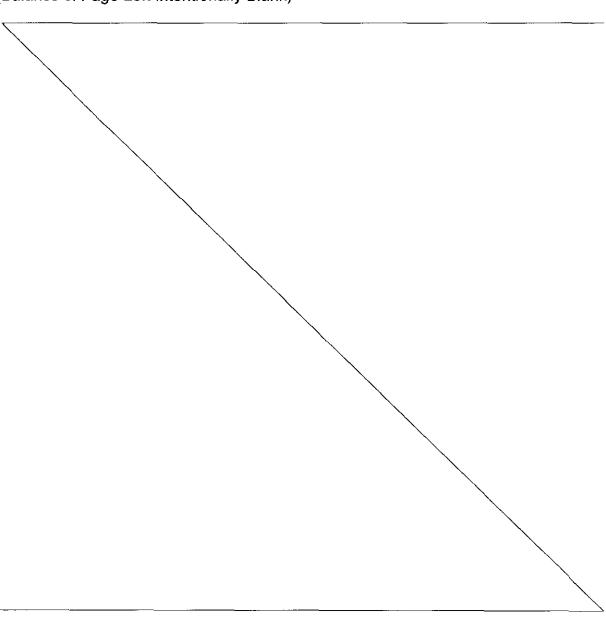


- 3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, 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.

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•		has caused this document to be
signed on the date and year first about	BY:	William Mark
[1st Witness' Signature]	_	[Signature Grantor's/Owner's]
Amy J. Cagle		William McMahon
[Type or Print Name]		[Type or Print Name]
Comp R. OL		Trustee
[2 nd Witness' Signature]		[Title]
ANDREW E. ACHER		
[Type or Print Name]		
STATE OF FLORIDA MISSOURI		
COUNTY OF ST. LOUIS		
The foregoing instrument was day of March 2005 by William (is personally knownton)	am P. McMah who prod	nd acknowledged before me this 31st on uced the following as identification or is personally know to me,
and who did/did not take an oath.		
[stamp or seal]		
"NOTARY SEAL"		ne M. Seiller
June M. Seiller Notary Public St. Louis County, State of Missouri My Commission Expires 8/26/2006	[Signature	of Notary]
my continuous asking a land	June	e M. Seiller
	[Typed or	Printed Name]



Approved and accepted for and or	n behalf of Lee County, Florida, this
day of, 20	·
ATTEST:	BOARD OF COUNTY COMMISSIONERS
CHARLIE GREEN, CLERK	OF LEE COUNTY, FLORIDA
BY:	BY:
Deputy Clerk	Chairman
	APPROVED AS TO FORM
	BY:
	Office of the County Attorney



GULF SHORE SURVEYING, INC.

TIM J. PUFAHL, P.L.S. 30930 OIL WELL RD., PUNTA GORDA, FL. 33955 (941) 639-7800 • FAX: (941) 639-7600

NICK POULOS, P.L.S. 2112 SE. 11TH ST., CAPE CORAL FL 3399C (239) 458-2388 • FAX: (239) 574-3719

#2

MARCH 09, 2004 JOB NUMBER: 0265 FILE: 0265L04R.LGL

DESCRIPTION

PART OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE AFORESAID SECTION 8; THENCE RUN S.01°22'26"E. ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) FOR 66.82 FEET TO THE SOUTH RIGHT-OF-WAY OF ALICO ROAD AND THE POINT OF BEGINNING; THENCE RUN S.89°30'55"E. FOR 287.34 FEET ALONG SAID RIGHT-OF-WAY; THENCE RUN S.45°23'27"E. FOR 14.36 FEET; THENCE RUN N.89°30'55"W. FOR 297.33 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE AFORESAID SECTION 8; THENCE RUN N.01°22'26"W. FOR 10.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,923 SQUARE FEET, MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

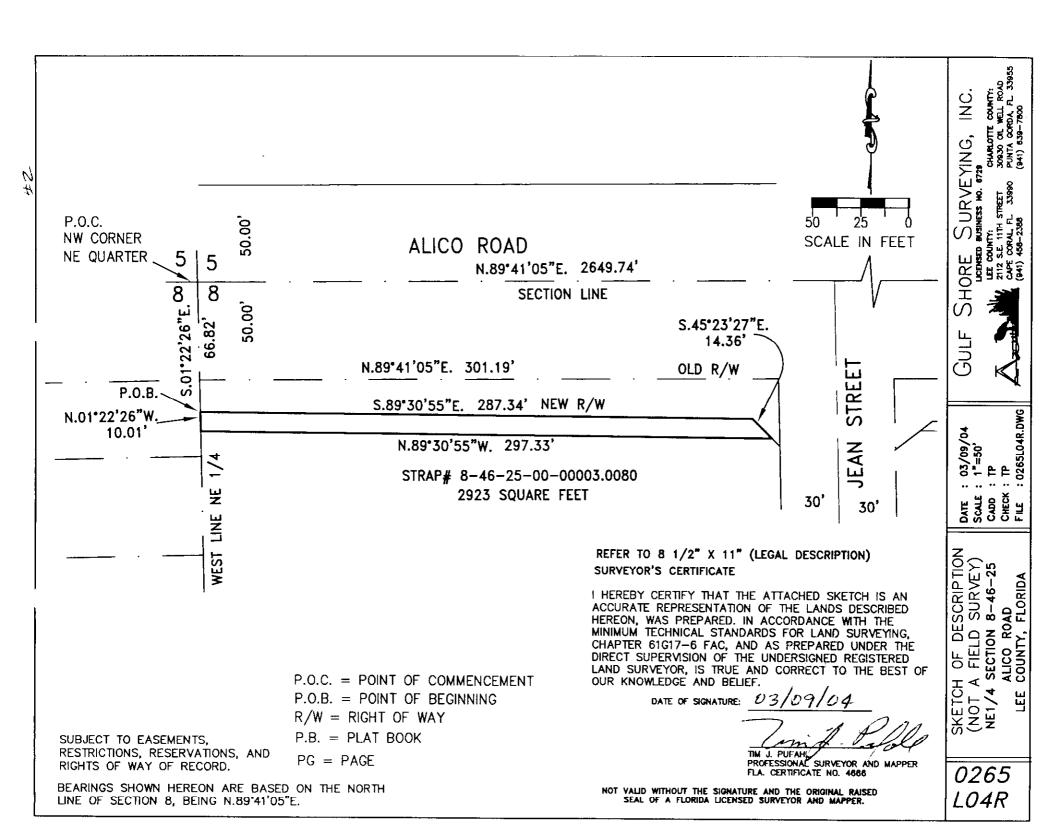
BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHEAST OUARTER (NE 1/4) OF SAID SECTION 8 BEING N.89°41'05"E.

00 03/09/04

REFER TO 8 1/2" X 11" SKETCH. GULF SHORE SURVEYING, INC.

TIM J. PUFAHL

PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATE NUMBER 4666



This Instrument Prepared By: Lee County Utilities 1500 Monroe Street - 3 rd Floor Fort Myers, Florida 33901	
Strap Number:	
08-46-25-00-00003.0170	
	THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #3

	THIS	SINE	ENTURE	is mad	e and	entered	into this		day o	f			
			between										
GRAN	TOR	R(S),	and LEE	COUN	TY, a	political	sub-divi	sion o	f the	State	of	Flori	da,
herein	after	refer	red to as	GRANT	EE.								

WITNESSETH:

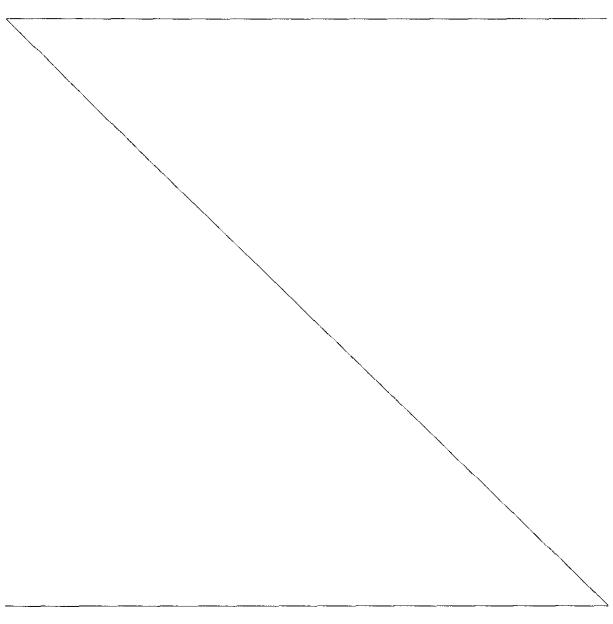
- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated 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.

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

111-11-	BY:		
[1 st Witness' Signature]		[Signature Grantor's/Owner's]	
		Frank Vespi	
[Type or Print Name]		[Type or Print Name]	
h Pul		Managing Member	
[2 nd Witness' Signature]		[Title]	
GINECA PACKMAN			
[Type or Print Name]			
STATE OF FLORIDA COUNTY OF <u>LEE</u> The foregoing instrument was day of <u>March</u> 2005, by <u>Frank Ves</u>	•	d acknowledged before me this <u>25</u> duced the following as identification or is personally know to me	n
and who did/did not take an oath.		or is personally know to the	. ,
[stamp or seal]			
VIRINIA KAY PACKMAN NOTARY PUBLIC - STATE OF FLORIDA COMMISSION # DD193085 EXPIRES 06/03/2007 BONDED THRU 1-888-NOTARY1	[Signature o		

Approved and accepted for and or	behalf of Lee County, Florida, this
day of, 20	
ATTEST:	BOARD OF COUNTY COMMISSIONERS
CHARLIE GREEN, CLERK	OF LEE COUNTY, FLORIDA
BY:	BY:
Deputy Clerk	Chairman
	APPROVED AS TO FORM
	BY:
	Office of the County Attorney
	•



GULF SHORE SURVEYING, INC.

TIM J. PUFAHL, P.L.S. 30930 OIL WELL RD., PUNTA GORDA, FL. 33955 (941) 639-7800 • FAX: (941) 639-7600 NICK POULOS, P.L.S. 2112 SE, 11TH ST., CAPE CORAL FL. 33990 (239) 458-2388 • FAX: (239) 574-3719

MARCH 09, 2004 JOB NUMBER: 0265 FILE: 0265L06R.LGL

DESCRIPTION

PART OF THE WEST HALF (W 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE AFORESAID SECTION 8; THENCE RUN S.01°22'26"E. ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) FOR 66.82 FEET TO THE SOUTH RIGHT-OF-WAY OF ALICO ROAD; THENCE RUN S.89°30'55"E. FOR 585.44 FEET ALONG SAID RIGHT-OF-WAY; THENCE RUN N.89°41'05"E. FOR 75.91 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING; THENCE RUN N.89°41'05"E. FOR 331.20 FEET ALONG SAID RIGHT-OF-WAY TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE RUN S.01°18'47"E. FOR 10.00 FEET ALONG SAID FRACTION LINE; THENCE RUN S.89°41'05"W. FOR 331.20 FEET TO THE WEST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER; THENCE RUN N.01°20'00"W. FOR 10.00 FEET ALONG SAID FRACTION LINE TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,312 SQUARE FEET, MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

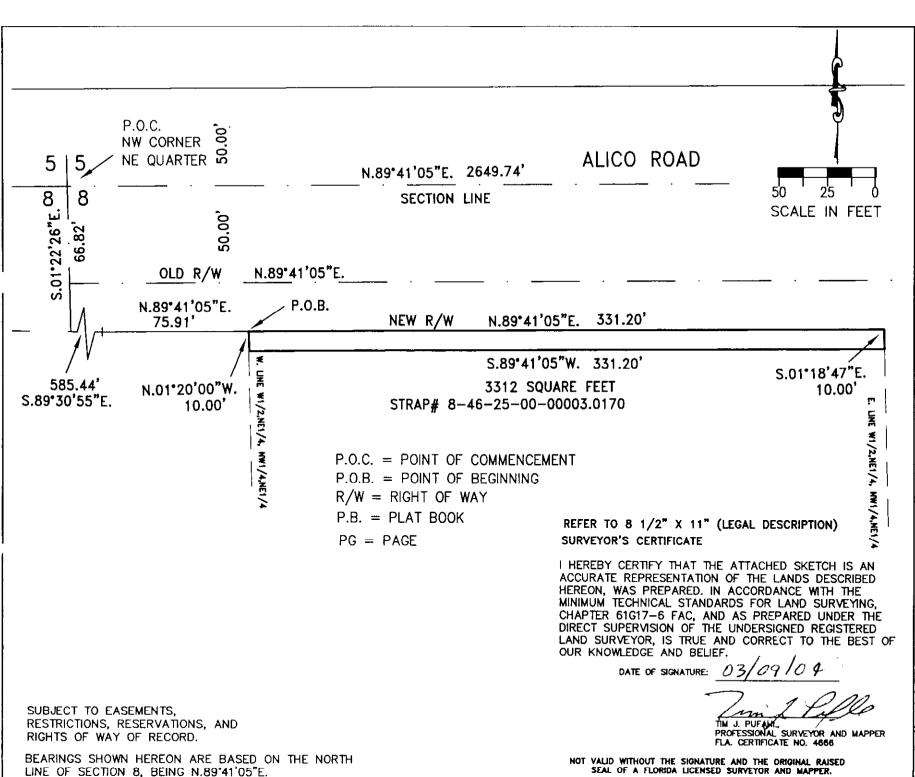
BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHEAST OUARTER (NE 1/4) OF SAID SECTION 8 BEING N.89°41'05"E.

le 03/09/04

REFER TO 8 1/2" X 11" SKETCH. GULF SHORE SURVEYING, INC.

TIM J. PUFAHL

PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATE NUMBER 4666



S Z YING, SHORE BULF

DATE SCALE CABD CHECY

DESCRIPTION SURVEY) 8-46-2 OF DE FIELD SKETCH (NOT A

0265 L06R

This Instrument Prepared By: Lee County Utilities 1500 Monroe Street - 3 rd Floor Fort Myers, Florida 33901	
Strap Number:	
08-46-25-00-00003.0000	
	THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #4

THIS INDENTURE is made and entered into this day of	
20, by and between <u>Chason Investments, LLC</u> , Owner, hereinafter re	
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.

Diane Dais	BY:	(E Burnell
[1 st Witness' Signature]		[Signature Grantor's/Owner's]
DIANE DAVIS		Roger Brownell
[Type or Print Name]		[Type or Print Name]
Halwans		Manging Member
[2 nd Witness' Signature]	·····	[Title]
TERESA A EUANS		
[Type or Print Name]	***************************************	
COUNTY OF		
The foregoing instrument	was signed and	d acknowledged before me this
• •	-	uced the following as identification or is personally know to me,
and who did/did not take an oath.		
[stamp or seal]		
IAURA A LEGER MY COMMISSION # DD 203506 EXPIRES: May 1, 2007	1. July 1. Jul	
GAT I.R.C.S. May 1, 2007 Bondso Thru Notary Public Underwriters	[Signature o	of Notary]
	[Typed or Pi	rinted Name]



Approved and accepted for and o	on behalf of Lee County, Florida, this
day of, 20	·
ATTEST: CHARLIE GREEN, CLERK	BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA
BY:	BY: Chairman
	APPROVED AS TO FORM BY:
	Office of the County Attorney



GULF SHORE SURVEYING, INC. #4

TIM J. PUFAHL, P.L.S. 30930 OIL WELL RD., PUNTA GORDA, FL. 33955 (941) 639-7800 FAX: (941) 639-7600

NICK POULOS, P.L.S. 2112 SE. 11TH ST., CAPE CORAL FL. 33990 (239) 458-2388 • FAX: (239) 574-3719

MARCH 09, 2004 JOB NUMBER: 0265 FILE: 0265L05R.LGL

DESCRIPTION

PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST OUARTER (NE 1/4) OF THE AFORESAID SECTION 8; THENCE RUN S.01°22'26"E. ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) FOR 66.82 FEET TO THE SOUTH RIGHT-OF-WAY OF ALICO ROAD; THENCE RUN S.89°30'55"E. FOR 381.15 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°30'55"E. FOR 204.29 FEET ALONG SAID RIGHT-OF-WAY; THENCE N.89°41'05"E. FOR 75.91 FEET ALONG SAID RIGHT-OF-WAY TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; RUN S.01°20'00"E. FOR 10.00 FEET ALONG SAID FRACTION LINE; THENCE RUN S.89°41'05"W. FOR 76.16 FEET; THENCE RUN N.89°30'55"W. FOR 217.15 FEET; THENCE RUN N.52°59'17"E, FOR 16.43 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,866 SQUARE FEET, MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 8 BEING N.89°41'05"E.

10 03/09/04

REFER TO 8 1/2" X 11" SKETCH. GULF SHORE SURVEYING, INC.

TIM J. PUFAHL

PROFESSIONAL SURVEYOR & MAPPER FLORIDA CERTIFICATE NUMBER 4666

