

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

Blue Sheet No. 20051526-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution and recording of two (2) utility easements, as a donation of water distribution and gravity systems, force main extension and one (1) lift station to provide potable water service, fire protection and sanitary sewer service to *COCO BAY*, a residential development. This is a Developer Contributed asset project located approximately 500' south of Kelly Road and 2,000' east of McGregor Boulevard.

2. What Action Accomplishes:

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

3. Management Recommendation:

Approval.

4. Departmental Category: 10 -

C10R

5. Meeting Date:

12-13-2005

6. Agenda:

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

7. Requirement/Purpose (specify)

- Statute
- Ordinance
- Admin. Code
- Other Approval

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Utilities
 By: Rick Diaz, P. E., Utilities Director
 Date: 11/21/05

9. Background:

The Board granted permission to construct on 02/17/04, Blue Sheet #20040110.
 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. Satisfactory lift station startup has been performed. (L/S#1151)
 Record Drawings have been provided.
 Engineer's Certification of Completion has been provided---copy attached.
 Project location map---copy attached.
 Warranty has been provided---copy attached.
 Waiver of lien has been provided---copy attached.
 Certification of Contributory Assets has been provided---copy attached.
 100% of the connection fees have been paid.
 Funds for recording fees are available in Account No. OD5360748700.504930.

SECTION 06 TOWNSHIP 46S RANGE 24E DISTRICT #6 COMMISSIONER JUDAH

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: <u>11-21-05</u>	N/A	N/A	<i>T.O.</i> T. Osterhout Date: <u>11/21</u>	<i>S. Covert</i> S. Covert Date: <u>11/23/05</u>	<i>P.M.</i> 11/21/05	<i>W/Work</i>	<i>M.</i> 11/29/05	<i>J. Lavender</i> Date: <u>11-21-05</u>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: PM
11-28-05
4:30 PM
 COUNTY ADMIN
 FORWARDED TO: 11
11-30-05
3:24

Rec. by CoAtty
 Date: 11/23/05
 Time: 8:23am
 Forwarded To:
Admin 11/23

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

BS 20051526

WHEREAS, it is the desire of "**Centex Homes, a Nevada G.P.**", owner of record, to make a contribution to Lee County Utilities of water facilities (**water distribution system**) and sewer facilities (**gravity system, force main extension and one lift station**) serving "**COCO BAY**"; 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 **\$676,882.17** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

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

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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY



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



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) →

0646243200000920

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): #1 **EASEMENT: CENTEX HOMES, A NEVADA G.P.**

Last	First	MI	Corporate Name (if applicable)		
5801 PELICAN BAY BLVD-#600	NAPLES	FL	34108		
Mailing Address		City	State	Zip Code	Phone No.

Last	First	MI	Corporate Name (if applicable)		
RICK DIAZ, P.E.	UTIL. DIRECTOR	FL	33902	(239) 4798181	
Mailing Address		City	State	Zip Code	Phone No.

4. Grantee (Buyer):

Mailing Address		City	State	Zip Code	Phone No.
P. O. BOX 398		FT. MYERS	FL	33902	(239) 4798181

5. Date of Sale/Transfer: 12 / 13 / 2005 \$ 10,000.00
 Sale/Transfer Price (Round to the nearest dollar.) Property Located In Lee

6. Type of Document: Contract/Agreement for Deed Other Warranty Quit Claim Deed Deed
 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: \$ 00.00
 (Round to the nearest dollar.) 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 \$ 00.00
 12. Amount of Documentary Stamp Tax \$ 70.00

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/she has any knowledge.
 Signature of Grantor or Grantee or Agent: _____ Date: 11/27/05

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

<p>To be completed by the Clerk of the Circuit Court's Office</p> <p>This copy to Property Appraiser</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p>	<p>Clerks Date Stamp</p>
--	--------------------------

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
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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
 0646243200000920

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:

CENTEX HOMES, A NEVADA G.P.

Last First MI Corporate Name (if applicable)
5801 PELICAN BAY BLVD-#600 NAPLES FL 34108

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIRECTOR 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

12 13 2005 \$ \$10 . 00 46 Property Located In County Code

Month Day Year

(Round to the nearest dollar.)

6. Type of Document

Contract/Agreement for Deed Other

7. Are all 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:
 Mark (x) all that apply

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

\$

Cents

. 00

12. Amount of Documentary Stamp Tax

\$

0.70

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/she has any knowledge.

Signature of Grantor or Grantee or Agent

Date

11/27/05

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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



FLORIDA DEPARTMENT OF REVENUE
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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) → 0646243200000010, 0990

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): #2 **EASEMENT: CENTEX HOMES, A NEVADA G.P.**

Last First MI Corporate Name (if applicable)
5801 PELICAN BAY BLVD-#600 NAPLES FL 34108

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

5. Date of Sale/Transfer: 12 / 6 / 2005 \$ 10,000 Property Located In Lee
 Month Day Year (Round to the nearest dollar.)

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: \$ 00
 (Round to the nearest dollar.)

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 \$ 00
 12. Amount of Documentary Stamp Tax \$ 70

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/she has any knowledge.
 Signature of Grantor or Grantee or Agent _____ Date 11/21/05

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

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Month Day Year	

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FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
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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
06462432000000010, 0990

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: CENTEX HOMES, A NEVADA G.P.**
 Last First MI Corporate Name (if applicable)
5801 PELICAN BAY BLVD-#600 NAPLES FL 34108

4. Grantee (Buyer): Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

5. Date of Sale/Transfer Mailing Address City State Zip Code Phone No. Sale/Transfer Price
12 6 2005 \$10 .00 Property Located In 46 County Code
 Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES NO
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$.00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:
 Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES NO \$.00

12. Amount of Documentary Stamp Tax 0.70

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 11/21/05

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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

Handwritten mark

LETTER OF COMPLETION

DATE: June 1, 2005

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 sanitary sewer** located in
Coco Bay
(Name of Development/Project)

were designed by me and have 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 , TV Inspection, Mandrill - Gravity Main ,
Pressure Test(s) - Water Main , Bacteriological Test , Lift Station Start-up
and Low Pressure Test(s) - Gravity Main**

Very truly yours,

Johnson Engineering, Inc.
(Owner or Name of Corporation/Firm)

Kevin M. Winter

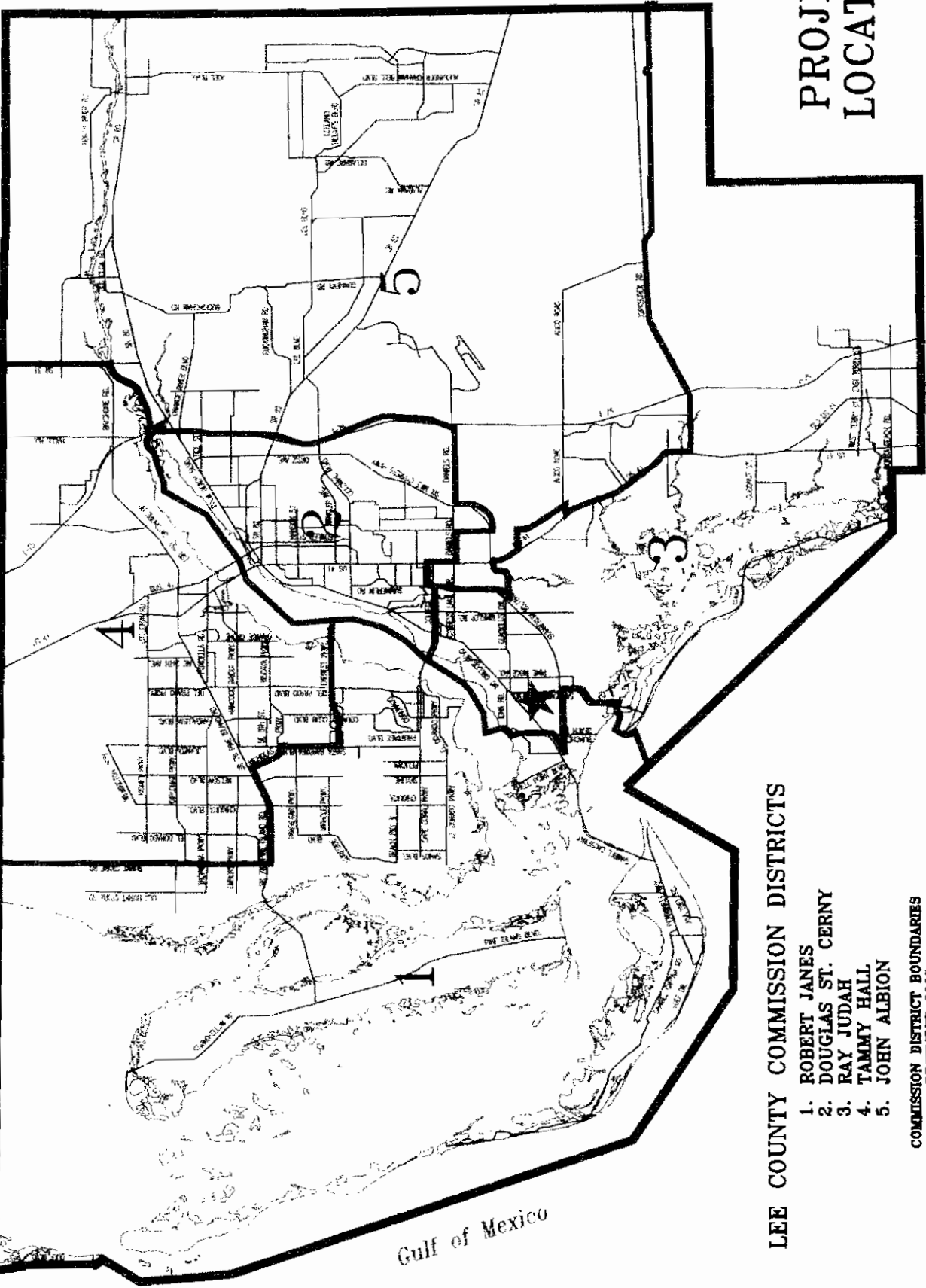
(Signature)

Kevin M. Winter, P.E.
(Title)

(Seal of Engineering Firm)



COCO BAY
06-46-24-32-00RD1.00CE
COMMISSION DISTRICT #3 - JUDAH



LEE COUNTY COMMISSION DISTRICTS

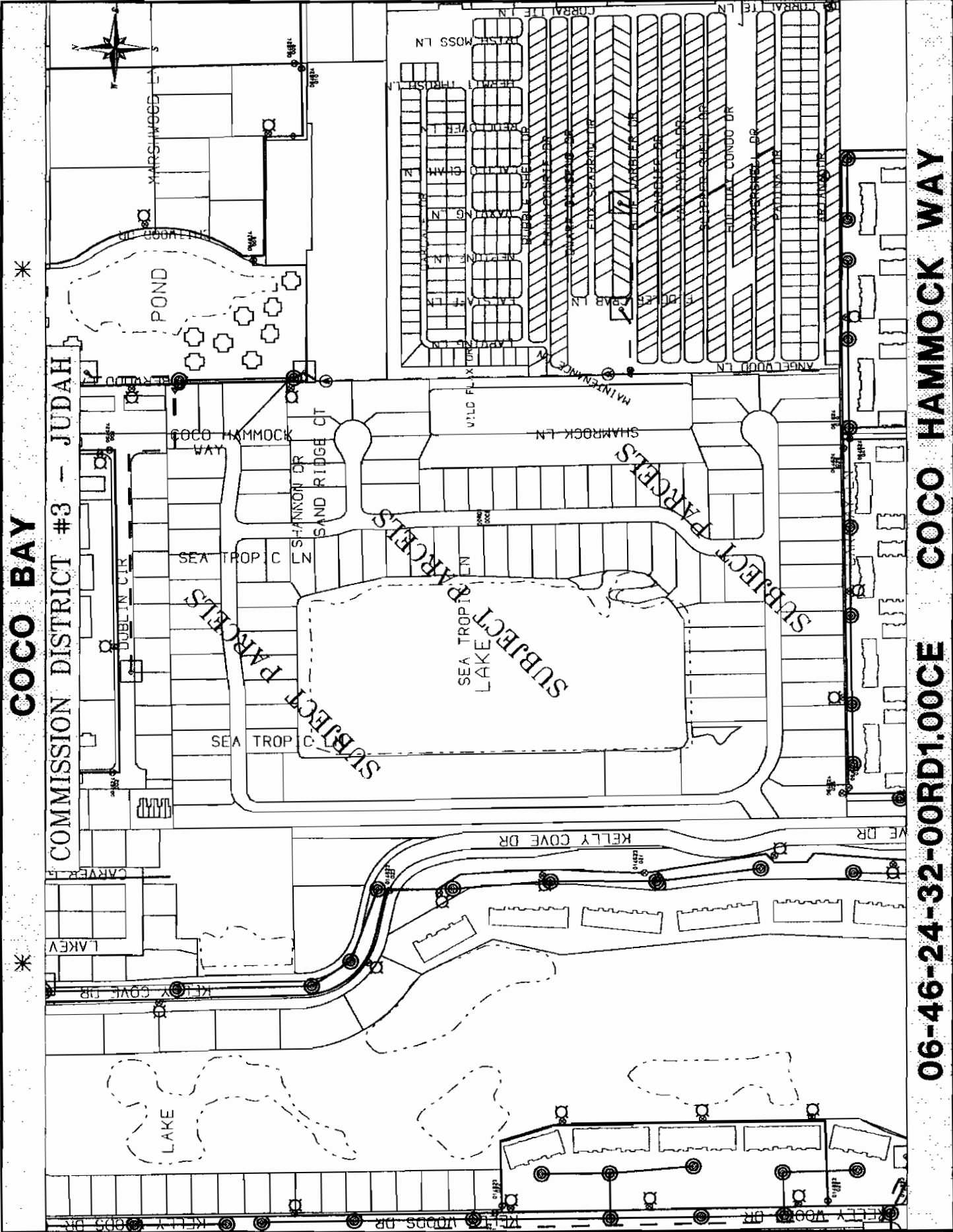
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

COCO BAY

COMMISSION DISTRICT #3 - JUDAH



06-46-24-32-00RD1.00CE COCO HAMMOCK WAY

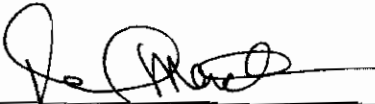
WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer system of COCO BAY 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 defcctive 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.

HALEAKALA CONSTRUCTION INC.

(Name of Owner/Contractor)

BY: 

(Signature of Owner/Contractor)

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 2 nd day of NOV, 2004 by Brenda K. Merchant who has produced the following as identification - personally known , and who did not take an oath.


Notary Public Signature

Linda Mahon
Printed Name of Notary Public

(Notary Seal & Commission Number)



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc



PAINTS & COATINGS

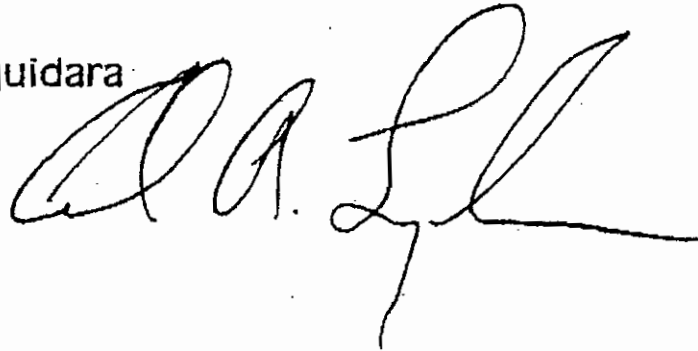
"The Finest in Wastewater Structure Rehabilitation!"

To Whom It May Concern:

Please accept this letter as certification that the structures supplied to, COCO BAY were coated on the inside with IET Systems by Paints and Coatings, Inc.

Yours truly,

Carl A. Laquidara
President



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

The undersigned lienor, in consideration of the final payment in the amount of Six Hundred Seventy Six Thousand Eight Houndred Eighty Two Dollars and Seventeen Cents (\$676,882.17) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Centex Homes on the job of COCO BAY to the following described property:

COCO BAY
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

COCO HAMMOCK WAY, SEA TROPIC LANE, SAND RIDGE COURT
(Location)

06-46-24-32-00RD1.00CF
(Strap # or Section, Township & Range)

Dated on, September 30, 2005

By: [Signature]
(Signature of Authorized Representative)

HALEAKALA CONSTRUCTION INC.
(Name of Firm or Corporation)

By: Brenda K. Merchant
(Print Name of Authorized Representative)

5758 TAYLOR RD
(Address of Firm or Corporation)

Title: Authorized Agent

NAPLES, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)598-1968 Ext.

Fax#: (239)598-9418

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 30 th day of September, 2005 by Brenda K. Merchant, who has produced the following as identification - personally known , and who did not take an oath.



(Notary Seal & Commission Number)

[Signature]
(Notary Public Signature)

Linda Mahon
(Printed Name of Notary Public)

RECEIVED SEP 29 2005

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: COCO BAY

STRAP NUMBER: 06-46-24-32-00RD1.00CE

LOCATION: COCO HAMMOCK WAY, SEA TROPIC LANE, SAND RIDGE COURT

OWNER'S NAME: CENTEX HOMES

OWNER'S ADDRESS: 5801 PELICAN BAY BLVD, SUITE 600

OWNER'S ADDRESS: NAPLES, FL 34108-

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
SINGLE WATER SERVICE/COMPLETE	1"	14.0	EA	\$300.00	\$4,200.00
SINGLE WATER SERVICE/COMPLETE	2"	6.0	EA	\$1,000.00	\$6,000.00
DOUBLE WATER SERVICE/COMPLETE	1"	43.0	EA	\$400.00	\$17,200.00
SINGLE WATER SERVICE/COMPLETE	1.5"	1.0	EA	\$600.00	\$600.00
FIRE HYDRANT ASSEMBLY		10.0	EA	\$2,450.00	\$24,500.00
CL-50 DIP	8"	190.0	LF	\$25.52	\$4,848.80
PVC C-900 DR-18	10"	4,327.0	LF	\$20.09	\$86,929.43
GATE VALVE	10"	12.0	EA	\$1,300.00	\$15,600.00
PVC C-900 DR-18	8"	1,367.0	LF	\$17.57	\$24,018.19
GATE VALVE	8"	3.0	EA	\$900.00	\$2,700.00
CL-50 DIP	10"	381.0	LF	\$28.93	\$11,022.33
TAPPING SLEEVE W/VALVE	12"x10"	1.0	EA	\$2,500.00	\$2,500.00
HDPE SDR-11 CASING	18"	92.0	LF	\$100.00	\$9,200.00
HDPE SDR-11	10"	107.0	LF	\$53.60	\$5,735.20
STEEL CASING	16"	28.0	LF	\$105.00	\$2,940.00
HDPE SDR-11	8"	124.0	LF	\$95.00	\$11,780.00
TAPPING SLEEVE W/VALVE	6"x6"	1.0	EA	\$4,000.00	\$4,000.00
HDPE SDR-11 CASING	16"	106.0	LF	\$253.00	\$26,818.00
ARV		1.0	EA	\$1,200.00	\$1,200.00
TOTAL					\$261,791.95

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

RECEIVED SEP 29 2005

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]
(Signature of Certifying Agent)

BRENDA K. MERCHANT AUTHORIZED AGENT

(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC.

(Name of Firm or Corporation)

5758 TAYLOR ROAD

(Address of Firm or Corporation)

NAPLES, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 30 th day of September, 2005 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

[Signature]

Notary Public Signature

Linda Mahon

Printed Name of Notary Public

DD177119

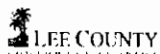
Notary Commission Number



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL.)

RECEIVED SEP 29 2005



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: COCO BAY

STRAP NUMBER: 06-46-24-32-00RD1.00CE

LOCATION: COCO HAMMOCK WAY, SEA TROPIC LANE, SAND RIDGE COURT

OWNER'S NAME: CENTEX HOMES

OWNER'S ADDRESS: 5801 PELICAN BAY BLVD, SUITE 600

OWNER'S ADDRESS: NAPLES, FL 34108-

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.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
PVC SDR-26 GRAVITY MAIN	8"	5,459.0	LF	\$29.30	\$159,948.70
PVC SDR-26 GRAVITY MAIN	10"	45.0	LF	\$46.50	\$2,092.50
LIFT STATION		1.0	EA	\$80,000.00	\$80,000.00
MANHOLE	4'	25.0	EA	\$3,600.00	\$90,000.00
MANHOLE	6'	1.0	EA	\$6,800.00	\$6,800.00
SINGLE SEWER SERVICE W/CLEANOUT	6"	39.0	EA	\$560.00	\$21,840.00
DOUBLE SEWER SERVICE W/CLEANOUT	6"	36.0	EA	\$575.00	\$20,700.00
TAPPING SLEEVE W/VALVE	8"x4"	1.0	EA	\$1,500.00	\$1,500.00
PVC C-900 DR-18	4"	1,121.0	LF	\$12.62	\$14,147.02
HDPE SDR-11 CASING	10"	236.0	LF	\$52.00	\$12,272.00
HDPE SDR-11	4"	250.0	LF	\$23.16	\$5,790.00
TOTAL					\$415,090.22

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

I do hereby certify that the quantities of material and services described above are a true and accurate representation of the as-installed cost of the system being contributed to Lee County and corresponds with the record drawings.

CERTIFYING:

X *Brenda K. Merchant*

(Signature of Certifying Agent)

BRENDA K. MERCHANT AUTHORIZED AGENT

(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC.

(Name of Firm or Corporation)

5758 TAYLOR ROAD

(Address of Firm or Corporation)

NAPLES, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 3 rd day of August, 2005 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

Linda Mahon

Notary Public Signature

Linda Mahon

Printed Name of Notary Public

DD177119

Notary Commission Number

(NOTARY SEAL)



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

1

RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullledge

LCU 500283

OD5360748700.504930

BLUE SHEET NO. 2005 1526

THANK YOU

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

Strap Number(s):
06-46-24-32-00000.0920

LCU 500283

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT - #1

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between Centex Homes, a Nevada general partnership, 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.

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.

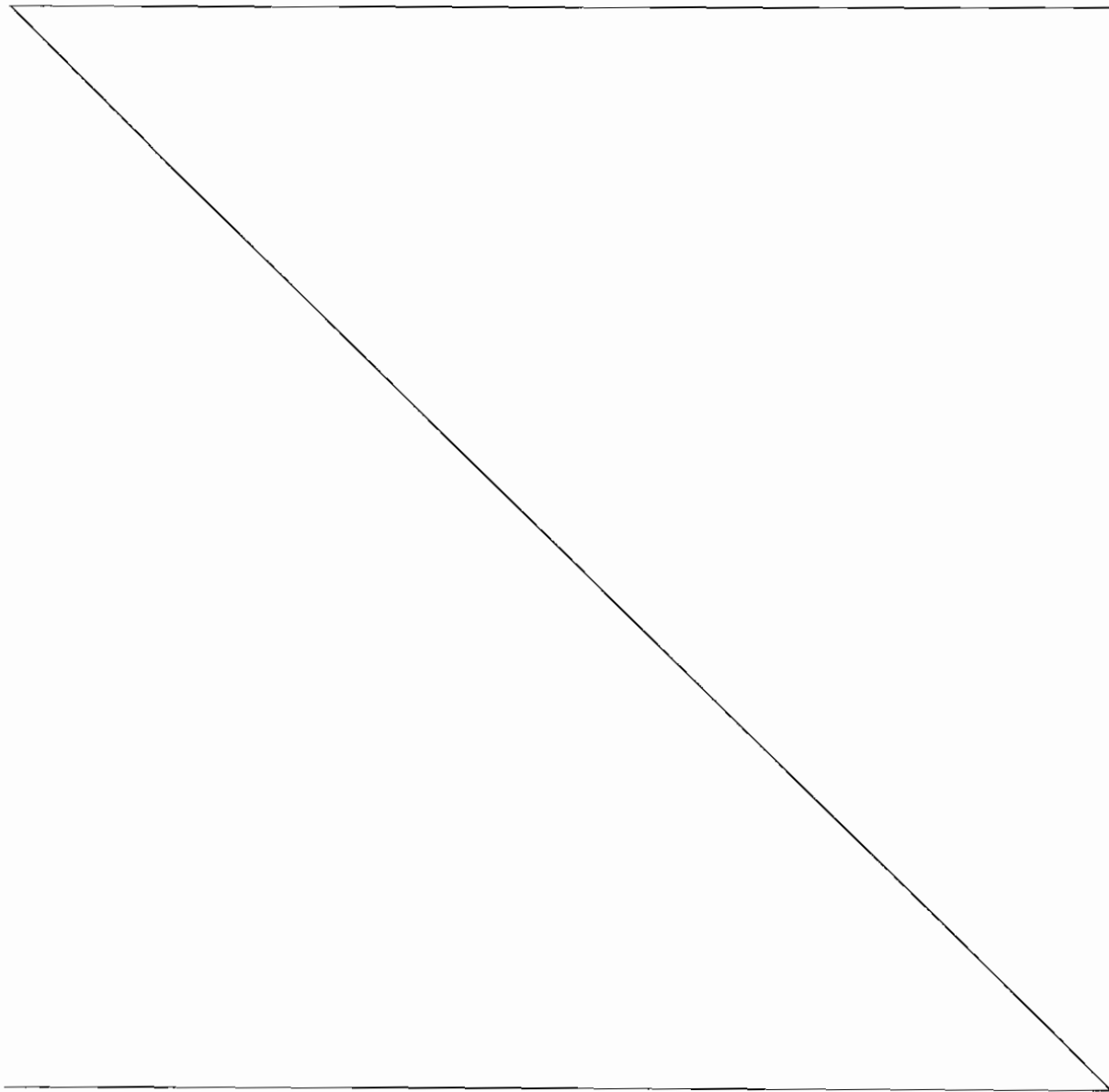
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Handwritten Signature]

[1st Witness' Signature]

Thomas Wilgus

BY:

[Handwritten Signature]

[Signature Grantor's/Owner's]

Tim Ruemler

Division President

Centex Homes

[Handwritten Signature]

[2nd Witness' Signature]

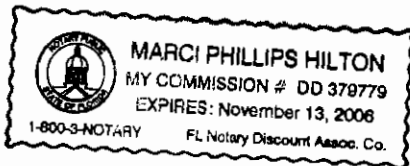
Stephen Valdivia

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 22nd day of Febuary 2005, by Tim Ruemler who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



[Handwritten Signature]

[Signature of Notary]

Marci Phillips Hilton

[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



NOTES:

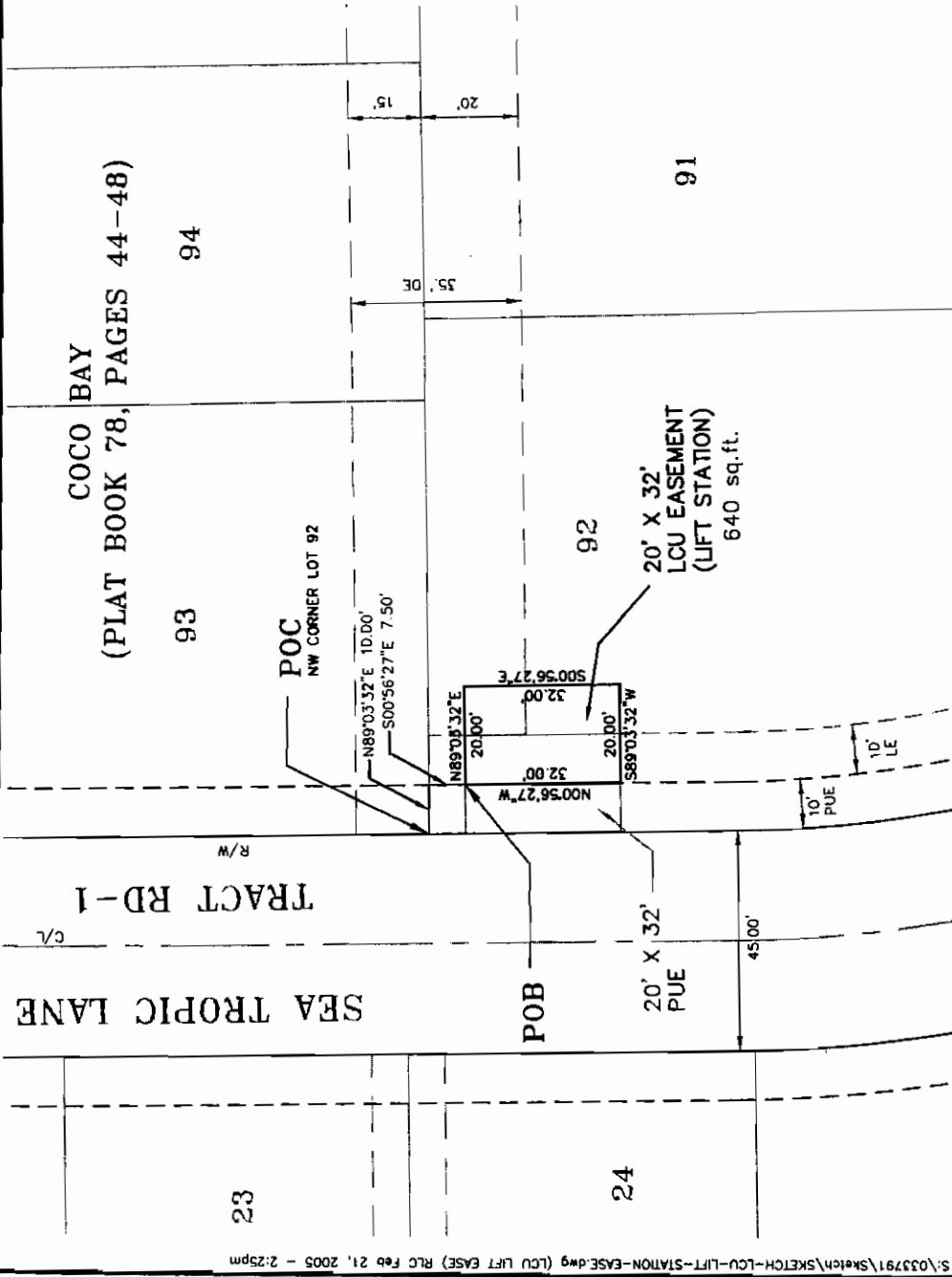
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE AS SHOWN ON THE PLAT OF COCO BAY TO BEAR N 88°56'02" E, RECORDED IN PLAT BOOK 78, PAGES 44-48 IN THE PUBLIC RECORDS OF LEE COUNTY.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING
5. LCU = LEE COUNTY UTILITY
6. DE = DRAINAGE EASEMENT
7. PUE = PUBLIC UTILITY EASEMENT
8. LE = LANDSCAPE EASEMENT

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE TABLE)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

FEB 2 2 2005
 DATE SIGNED: _____ AND THE ORIGINAL RAISED
 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 2 OF 2



JOHNSON ENGINEERING

LEE COUNTY UTILITY EASEMENT
 COCO BAY
 SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

2158 JOHNSON STREET
 P.O. BOX 1450
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY
 DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
2/21/05	20033791	06-46-24	1"=30'	1 OF 2

#/



February 22, 2005

SHEET 2
(NOT VALID WITHOUT SHEET 1)

DESCRIPTION

LEE COUNTY UTILITY EASEMENT
COCO BAY
PART OF LOT 92 LYING IN
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 6, Township 46 South, Range 24 East, Lee County Florida, being a part of Lot 92 as shown on the Plat of Coco Bay as recorded in Plat Book 78, Pages 44-48, Public Records of Lee County, Florida, and more particularly described as follows:

Commencing at the northwest corner of said Lot 92, thence run N 89° 03' 32" E along the north line of said Lot 92 for a distance of 10.00 feet to the common line of a 10-foot wide public utility easement and a 10-foot wide landscape easement as shown on said plat; thence run S 00° 56' 27" E along said common line and departing the north line of Lot 92 for a distance of 7.50 feet to an intersection with the north line of a 20-foot wide public utility easement as shown on said plat and the Point of Beginning.

From said Point of Beginning run N 89° 03' 32" E departing said common line and along the north line of said 20-foot public utility easement and its easterly prolongation for a distance of 20.00 feet; thence run S 00° 56' 27" E parallel to the easterly line of said public utility easement for a distance of 32.00 feet to an intersection with the easterly prolongation of the south line of said 20-foot wide public utility easement; thence run S 89° 03' 32" W along said prolongation for a distance of 20.00 feet to an intersection with said common easement line; thence run N 00° 56' 27" W along said common easement line for a distance of 32.00 feet to the Point of Beginning.

Parcel contains 640 square feet more or less.

Bearings shown hereon are State Plane Coordinate for the West Zone of Florida (NAD 83/90 adjustment) and are based on the north line as shown on the plat of Coco Bay, recorded in Plat Book 78, Pages 44-48 of the Public Records of Lee County, Florida having a bearing of N 88° 56' 02" E.

20033791 Coco Bay LCU Easement Lift Station 022205

#2

RECORDERS OFFICE:

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gullidge

LCU 500283

OD5360748700.504930

BLUE SHEET NO. 2005 1526

THANK YOU

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

Strap Number(s):
06-46-24-32-00000.0010 and
06-46-24-32-00000.0990

LCU 500283
THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT - #2

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between Centex Homes, a Nevada general partnership, 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.

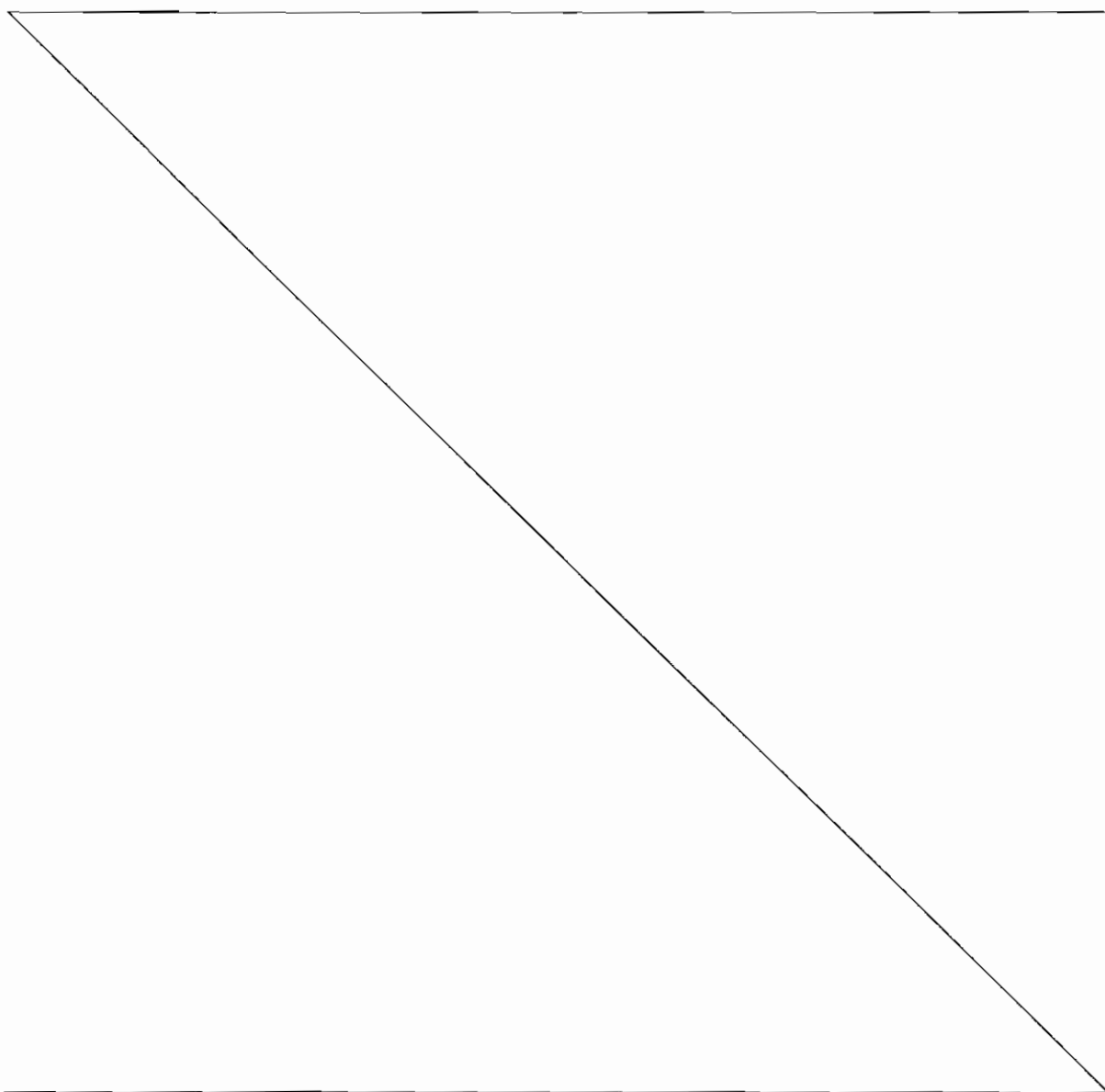
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Handwritten Signature]

[1st Witness' Signature]

TESHA MURDOCH

[Type or Print Name]

[Handwritten Signature]

[2nd Witness' Signature]

Bradley Muckel

[Type or Print Name]

BY:

[Handwritten Signature]

[Signature Grantor's/Owner's]

Timothy J. Ruemler

[Type or Print Name]

Division President

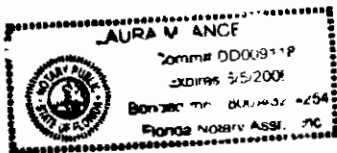
[Title]

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 20th day of January 2005, by Tim Ruemler who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



[Handwritten Signature]

[Signature of Notary]

Laura M. Mance

[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

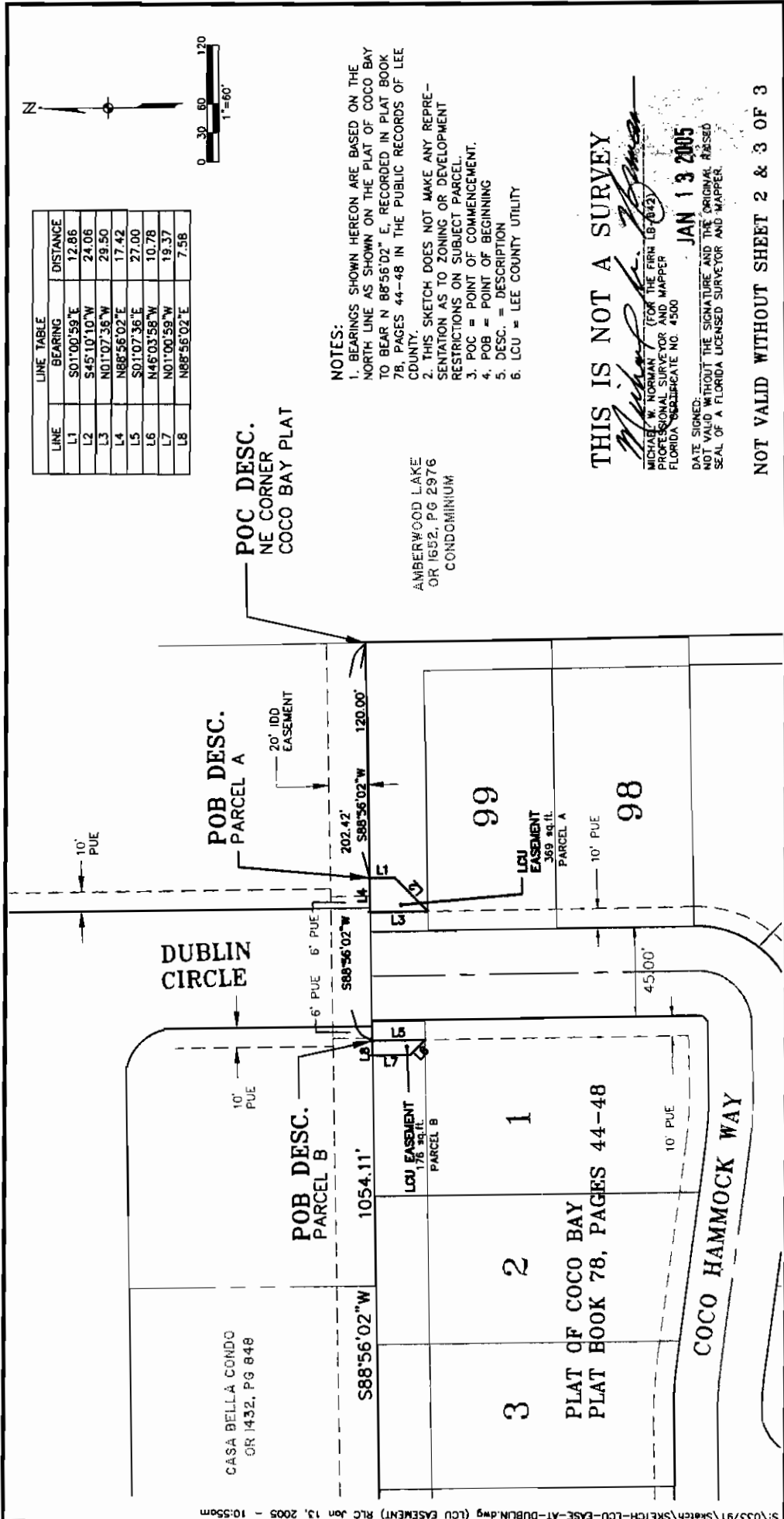
BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

LINE	BEARING	DISTANCE
L1	S01°00'59"E	12.86
L2	S45°10'10"W	24.06
L3	N01°07'36"W	29.50
L4	N88°56'02"E	17.42
L5	S01°07'36"E	27.00
L6	N46°03'58"W	10.78
L7	N01°00'59"W	19.37
L8	N88°56'02"E	7.98



- NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE AS SHOWN ON THE PLAT OF COCO BAY TO BEAR N 88°56'02" E, RECORDED IN PLAT BOOK 78, PAGES 44-48 IN THE PUBLIC RECORDS OF LEE COUNTY.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 3. POC = POINT OF COMMENCEMENT.
 4. POB = POINT OF BEGINNING.
 5. DESC. = DESCRIPTION.
 6. LCU = LEE COUNTY UTILITY.

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LB-843)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. 4500

JAN 13 2005
 DATE SIGNED:
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RASSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 2 & 3 OF 3

2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

JOHNSON
ENGINEERING

LEE COUNTY UTILITY EASEMENTS
 COCO BAY
 SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

SKETCH TO ACCOMPANY
 DESCRIPTION #2

DATE	1/05/05	PROJECT NO.	20033791	FILE NO.	06-45-24	SCALE	1"=60'	SHEET	1 OF 3
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January 13, 2005

SHEET 2
(NOT VALID WITHOUT SHEETS 1 AND 3)

DESCRIPTION

LEE COUNTY UTILITY EASEMENT (PARCEL B)
COCO BAY
PART OF LOT 1 LYING IN
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 6, Township 46 South, Range 24 East, Lee County Florida, being a part of Lot 1 as shown on the Plat of Coco Bay as recorded in Plat Book 78, Pages 44-48, Public Records of Lee County, Florida, and more particularly described as follows:

Commencing at the northeast corner of Lot 99 as shown on the said plat of Coco Bay, thence run S 88° 56' 02" W along the north line of said plat for a distance of 202.42 feet to an intersection with the west line of a 10-foot Public Utility Easement along the east line of said Lot 1 and the Point of Beginning.

From said Point of Beginning run S 01° 07' 36" E along said easement line for a distance of 27.00 feet; thence run N 46° 03' 58" W departing said easement line for a distance of 10.78 feet; thence N 01° 00' 59" W for a distance of 19.37 feet to an intersection with the north line of said Lot 1; thence N 88° 56' 02" E along said lot line for a distance of 7.58 feet to the Point of Beginning.

Parcel contains 176 square feet, more or less.

Bearings shown hereon are State Plane Coordinate for the West Zone of Florida (NAD 83/90 adjustment) and are based on the north line as shown on the plat of Coco Bay, recorded in Plat Book 78, Pages 44-48 of the Public Records of Lee County, Florida having a bearing of N 88° 56' 02" E.

20033791 LC Utility Easement Parcel B 011305



January 13, 2005

SHEET 3
(NOT VALID WITHOUT SHEETS 1 AND 2)

DESCRIPTION

LEE COUNTY UTILITY EASEMENT (PARCEL A)
COCO BAY
PART OF LOT 99 LYING IN
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 6, Township 46 South, Range 24 East, Lee County Florida, being a part of Lot 99 as shown on the Plat of Coco Bay as recorded in Plat Book 78, Pages 44-48, Public Records of Lee County, Florida, and more particularly described as follows:

Commencing at the northeast corner of said Lot 99, thence run S 88° 56' 02" W along the north line of said lot for a distance of 120.00 feet to the Point of Beginning.

From said Point of Beginning run S 01° 00' 59" E departing said lot line for a distance of 12.86 feet; thence run S 45° 10' 10" W for a distance of 24.06 feet to an intersection with the east line of a 10-foot Public Utility Easement as shown on said plat; thence run N 01° 07' 36" W along said easement line for a distance of 29.50 feet to an intersection with the north line of said Lot 99; thence run N 88° 56' 02" E along said lot line for a distance of 17.42 feet to the Point of Beginning.

Parcel contains 369 square feet, more or less.

Bearings shown hereon are State Plane Coordinate for the West Zone of Florida (NAD 83/90 adjustment) and are based on the north line as shown on the plat of Coco Bay, recorded in Plat Book 78, Pages 44-48 of the Public Records of Lee County, Florida having a bearing of N 88° 56' 02" E.

20033791 LC Utility Easement Parcel A 011305