

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Accept a Petition to Vacate a 12-foot wide Public Utility Easement located at 636-638 Meadow Rd. Lehigh Acres Florida, and adopt a resolution, setting a Public Hearing for 5:00 PM on the 25th day of November, 2003. (Case No. VAC2003-00039)

**WHY ACTION IS NECESSARY:** To build a single-family residence on the combined lots. The vacation of this easement will not alter existing drainage and/or utility conditions and the easement is not necessary to accommodate any future drainage and/or utility requirements.

**WHAT ACTION ACCOMPLISHES:** Sets the time and date of the Public Hearing.

**2. DEPARTMENTAL CATEGORY:**  
**COMMISSION DISTRICT #:**  
5

**C4A**

**3. MEETING DATE:**

**10-14-2003**

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE F.S. Ch. 177
- ORDINANCE
- ADMIN. CODE 13-1
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Community Development
- C. DIVISION Development Services
- BY: [Signature] 9/24/03
- Peter J. Eckenrode, Director

**7. BACKGROUND:**

The completed petition to vacate, VAC2003-00039 was submitted by Kurt and Jason Smutney.

**LOCATION:** Petition No. VAC2003-00039 proposes to vacate a 12-foot wide Public Utility Easement centered on the lot lines common to Lots 18 and 19, Block 36, Unit 3, a subdivision of Lehigh Acres, as recorded in Plat Book 15, Page 83, Section 5, Township 45 South, Range 26 East, of the Public Records of Lee County, Florida, LESS and EXCEPT the North 6-foot and the South 6-foot thereof. The site is located at 636-638 Meadow Rd., Lehigh Acres, Florida.

Documentation pertaining to this Petition to Vacate is available for viewing at the Office of Lee Cares.

There are no objections to this Petition to Vacate. Staff recommends the scheduling of the Public Hearing.

Attached to this Blue sheet is the Petition to Vacate, Resolution to set Public Hearing, Notice of Public Hearing and Exhibits.

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>Admin 10/2/03</i>			G County Manager	
<i>Mam</i> <i>(10/1/03)</i>	N/A	N/A	N/A	<i>John</i> <i>Redman</i> 10-1-03	<i>OA</i> <i>10/1/03</i>	<i>JOM</i> <i>10/1/03</i>	<i>Risk</i> <i>10/1/03</i>	<i>GC</i> <i>10/1/03</i>	<i>AS</i> <i>10/7/03</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 9/24/03  
Time: 3:15 PM  
Forwarded To:  
Co. Admin.  
10/1/03 9:44

RECEIVED BY  
COUNTY ADMIN: TD  
10/1/03  
9:20 am 5/1  
COUNTY ADMIN  
FORWARDED TO: HS/6/1  
10/1/03

PETITION TO VACATE

Case Number: VAC 2003-00039

Petitioner(s), SMUTNEY'S CONCRETE & PUMPING, INC.

requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner(s) mailing address, 3709 41st Street SW  
Lehigh Acres, FL 33971
2. In accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, Petitioner desires to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".
3. A sketch showing the area the Petitioner desires to vacate is attached as Exhibit "B".
4. Proof Petitioner paid all applicable state and county taxes is attached as Exhibit "C".
5. Petitioner is fee simple title holder to the underlying land sought to be vacated.
6. Petitioner did provide notice to all affected property owners concerning the intent of this Petition in accordance with the LCAC 13-1.
7. In accordance with letters of review and recommendation provided by various governmental and utility entities, it is apparent if the Board grants the Petitioner's request, it will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

Wherefore, Petitioner respectfully requests the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted,  
Smutney's Concrete & Pumping, Inc.

By: Jason J. Smutney  
Petitioner Signature

Jason J. Smutney - President  
Printed Name

By: Kurt R. Smutney  
Petitioner Signature

Kurt R. Smutney - V. President  
Printed Name

**Exhibit "A"**  
**Petition to Vacate**  
**VAC2003-00039**

A portion of a twelve-foot (12') wide Public Utility Easement centered on the common line between Lots 18 and 19 of Block 36, on the Plat of Unit 3, a subdivision of Lehigh Acres, Lee County, Florida, according to map or plat there on file and recorded in Plat Book 15, Page 83 of the of the Public Records of Lee County, Florida.

**Less and except** the North six feet and the South six feet thereof.



# Exhibit "C"

## Petition to Vacate

### VAC2003-00039

#### Tax Roll Search - Real Property

Search the Lee County Tax Collector's real property records by selecting the search criteria for the tax year. Use the extensive search feature to view a broader range of data.

*The results to your tax search are based upon information provided to the Lee County Tax Collector by the Lee County Property Appraiser. **This website should not be relied upon for a title search.** Amounts due are subject to change without notice due to statutory compliance (i.e. tax deed application, county held tax certificates, errors & insolvencies (E&I), bankruptcy, litigation, etc.)*

View Account  for Tax Year:

Save as File  Extensive Search  
 View file format.

Your search for 05452603000360180 has returned 5 result(s).

Account	Tax Year	Owner Name and Address	Status
05-45-26-03-00036.0180	2002	SMUTNEY CONCRETE + PUMPING INC 534 MEADOW RD	PAID
05-45-26-03-00036.0180	2001	HANSEN THORVALD D + PHYLLIS 534 MEADOW RD	PAID
05-45-26-03-00036.0180	2000	HANSEN THORVALD D + PHYLLIS 534 MEADOW RD	PAID
05-45-26-03-00036.0180	1999	HANSEN THORVALD D + PHYLLIS 534 MEADOW RD	PAID
05-45-26-03-00036.0180	1998	HANSEN THORVALD D + PHYLLIS	PAID
(Click on the account number for more information and/or online payment.) 5 match(es) <span style="float: right;">Page 1 of 1</span>			

View Account  for Tax Year:

Save as File  Extensive Search  
 View file format.

Your search for 05452603000360190 has returned 5 result(s).

Account	Tax Year	Owner Name and Address	Status
05-45-26-03-00036.0190	2002	SMUTNEY CONCRETE + PUMPING INC 536 MEADOW RD	PAID
05-45-26-03-00036.0190	2001	GREEN R L + VIVIEN 536 MEADOW RD	PAID
05-45-26-03-00036.0190	2000	GREEN R L + VIVIEN 536 MEADOW RD	PAID
05-45-26-03-00036.0190	1999	GREEN R L + VIVIEN 536 MEADOW RD	PAID
05-45-26-03-00036.0190	1998	GREEN R L + VIVIEN	PAID
(Click on the account number for more information and/or online payment.) 5 match(es) <span style="float: right;">Page 1 of 1</span>			



Return to: Sandra Jones  
Name: Executive Title Insurance Services, Inc.  
Address: 1140 Lee Boulevard Suite 111  
Lehigh Acres, Florida 33936

INSTR # 5684688  
OR BK 03824 PG 2619  
RECORDED 01/16/2003 09:56:06 AM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 10.50  
DEED DOC 42.00  
DEPUTY CLERK M Bernard

This Instrument Prepared:  
Sandra Jones  
Executive Title Insurance Services, Inc.  
1140 Lee Boulevard Suite 111  
Lehigh Acres, Florida 33936

as a necessary incident to the fulfillment of conditions  
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):  
05-45-26-03-00036.0180

File No:7021456

**WARRANTY DEED**

**This Warranty Deed Made the 31st day of December, 2002, by**

**Thorvald D. Hansen and Phyllis Hansen, Husband and Wife,**

hereinafter called the grantor, whose post office address is:

**524 Pennview Avenue, Lehigh Acres, FL 33936**

**to Smutney Concrete & Pumping Incorporated, A Florida Corporation,**

whose post office address is:

**3709 41st Street SW, Lehigh Acres, FL 33971,**

hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, viz:

Lot 18, Block 36, Unit 3, Lehigh Estates, Lehigh Acres, Florida, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 83, Public Records of Lee County, Florida. Subject to reservations, restrictions, and Easements of record, and taxes for the calendar year. Reserving however, all oil, gas, and mineral rights.

The property is not the homestead of the Grantor(s).  
**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.  
**To Have and to Hold**, the same in fee simple forever.

Page 2 of 2-Warranty Deed

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2002**, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES

**(TWO SEPARATE WITNESSES REQUIRED)**

1<sup>st</sup> Witness Signature: [Signature]  
Printed Name: Sandra L. Jones

[Signature]  
Thorvald D. Hansen

2<sup>nd</sup> Witness Signature: [Signature]  
Printed Name: Brandi Johnson

[Signature]  
Phyllis Hansen

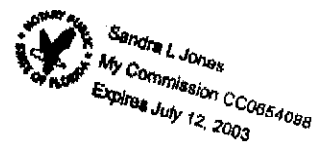
STATE OF SC  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of January, 2002, by **Thorvald D. Hansen and Phyllis Hansen, Husband and Wife**, who is/are personally known to me or who has/have produced driver license(s) as identification, and who did / did not take an oath.

My Commission Expires:

[Signature]  
Notary Signature  
Print Name: Sandra L. Jones  
Serial Number

SEAL





Return to: **Sandra Jones**  
 Name: **Executive Title Insurance Services, Inc.**  
 Address: **1140 Lee Boulevard Suite 111**  
**Lehigh Acres, Florida 33936**

**INSTR # 5686700**  
**OR BK 03836 PG 1315**  
 RECORDED 01/17/2003 10:56:40 AM  
 CHARLIE GREEN, CLERK OF COURT  
 LEE COUNTY  
 RECORDING FEE 10.50  
 DEED DOC 35.00  
 DEPUTY CLERK J Miller

This Instrument Prepared:  
**Sandra Jones**  
**Executive Title Insurance Services, Inc.**  
**1140 Lee Boulevard Suite 111**  
**Lehigh Acres, Florida 33936**

as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):  
**05-45-26-03-00036.0190**

File No:**7021455**

**WARRANTY DEED**

**This Warranty Deed Made the 30th day of December, 2002, by**

**R. L. Green and Vivien Green, Husband and Wife,**

hereinafter called the grantor, whose post office address is:

**2211 S. Christiana Avenue, Chicago, IL 60623**

**to Smutney Concrete & Pumping Incorporated, A Florida Corporation,**

whose post office address is:

**3709 41st Street SW, Lehigh Acres, FL 33971,**

hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, viz:

Lot 19, Block 36, Unit 3, Lehigh Estates, Lehigh Acres, Florida, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 83, Public Records of Lee County, Florida. Subject to reservations, restrictions, and Easements of record, and taxes for the calendar year. Reserving however, all oil, gas, and mineral rights.

The property is not the homestead of the Grantor(s).  
**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.  
**To Have and to Hold**, the same in fee simple forever.



Page 2 of 2-Warranty Deed

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2002**, reservations, restrictions and easements of record, if any.

*(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)*

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES

~~(TWO SEPARATE WITNESSES REQUIRED)~~

1<sup>st</sup> Witness Signature: [Signature]  
Printed Name:

R. L. Green  
R. L. Green

2<sup>nd</sup> Witness Signature: [Signature]  
Printed Name:

Vivien Green  
Vivien Green

STATE OF IL

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 2 day of Jan, 2003 by **R. L. Green and Vivien Green, Husband and Wife**, who is/are personally known to me or who has/have produced driver license(s) as identification, and who did / did not take an oath.

My Commission Expires:



SEAL

[Signature]  
Notary Signature  
Print Name:  
Serial Number



Florida Power & Light Company

May 31, 2003

Ms. Sabrina Spainhower  
A&D Homes, INC.  
25 Homestead Rd Unit 5  
Lehigh Acres, FL 33936

Re: Request for Letter of Review and Recommendation for proposed vacation of the public utility easement for Strap# 05-45-26-03-00035.0180 & 05-45-26-03-00035.0190.

Dear Ms. Spainhower:

Florida Power and Light Company does not have any electrical facilities in the referenced PUE to be vacated between lots 18 and 19, Block 36, Unit 3 Lehigh Acres. Therefore FPL has no objection to this vacation provided that good and sufficient easements are granted to provide electrical service to the property upon development.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Hoogwerf', with a long, sweeping flourish extending to the right.

Mark Hoogwerf  
FPL Customer Project Manager



April 3, 2003

Jason & Kurt Smutney  
Smutney's Concrete & Pumping, Inc.  
3709 41<sup>st</sup> Street S.W.  
Lehigh Acres, Florida 33971

Re: Vacation of Public Utility Easement:  
A 12 foot wide public utility and drainage easement  
centered on the lot line common to lots 18 & 19,  
Block 36, Unit 3, Section 5, Township 45S, Range 26E,  
as recorded in Plat Book 15, Page 83 of the Official Records of Lee County.

Dear Jason & Kurt Smutney:

Sprint-Florida Incorporated has reviewed the document for the above referenced information. Based on the review, we have no objection to the vacation of a portion of a public utility easement at the Lehigh Acres location.

If you should require additional information, please contact me at 239-336-2023.

Sincerely,

A handwritten signature in cursive script that reads "Wayneth Jackson".

Wayneth Jackson  
Engineer

2931 Michigan Avenue  
Fort Myers, Florida 33916  
Phone 941-334-8828  
Fax 941-334-8575



June 12, 2003

Sabrina Spainhower  
A & D Homes, Inc.  
25 Homestead Road- Unit 5  
Lehigh Acres, Florida 33936

Re: A twelve-foot Public Utility Easement on the common lot line between Lots 18 & 19, Block 36, Unit 3, a subdivision of Lehigh Acres, as recorded in Plat Book 15 at Page 83 of the Public Records of Lee County, Florida, less and except the north six feet and south six feet thereof.

Dear Ms. Spainhower:

This letter will serve to inform you that Comcast has no objection to your vacation of easement, of the above referenced property.

If you should require additional information, please feel free to contact me here.

Cordially,

A handwritten signature in cursive script that reads "Lucia Vera". The signature is written in black ink and is positioned above the printed name.

Lucia Vera  
Project Coordinator



May 29, 2003

Jason & Kurt Smutney  
25 Homestead Rd. Unit 5  
Lehigh, FL 33936

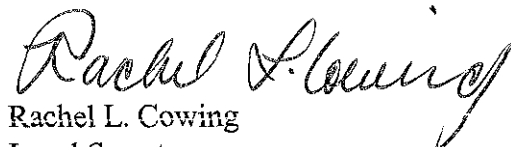
Re: A 12-foot Public Utility Easement centered on the common lot line between Lots 18 & 19, Block 36, Unit 3 of Lehigh Estates Subdivision as recorded in Plat Book 15, Page 83 of the Public Records of Lee County, Florida, less and except the north six feet and south six feet thereof.

Dear Jason & Kurt:

Please be advised that Florida Water Services Corporation has reviewed the above-referenced request for a vacation of easement. We have no objection to the vacation of easement as described above.

Please call me at (407) 598-4187, if you need any additional information or other assistance.

Sincerely,

  
Rachel L. Cowing  
Legal Secretary

AN ALLETE COMPANY

Florida Water Services Corporation / P.O. Box 609520 / Orlando, Florida 32860-9520 / Phone 407/598-4100

*Water For Florida's Future*



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: 479-8375

Bob Janes  
*District One*

Douglas R. St. Cerny  
*District Two*

Ray Judah  
*District Three*

Andrew W. Coy  
*District Four*

John E. Albion  
*District Five*

Donald D. Stillwell  
*County Manager*

James G. Yaeger  
*County Attorney*

Diana M. Parker  
*County Hearing Examiner*

September 22, 2003

Kurt and Jason Smutney  
3709 41<sup>st</sup> St. SW  
Lehigh Acres

Re: VAC2003-00039

Dear Kurt and Jason Smutney:

You indicated that as a result of combining adjacent lots into one residential building site, these platted easements prohibit the construction of your proposed site plan. Based on a review of the information provided and our subsequent research, this office has no objection to the proposed vacation.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT  
Development Services Division

Peter J. Eckenrode  
Director

PJE/LLL

U:\200309\VAC20030.003\9\Development Review Recommends.wpd



**LEE COUNTY**  
SOUTHWEST FLORIDA

(941) 479-8124

**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: \_\_\_\_\_

Wednesday, May 28, 2003

Bob Janes  
*District One*

Douglas R. St. Cerny  
*District Two*

Ray Judah  
*District Three*

Andrew W. Coy  
*District Four*

John E. Albion  
*District Five*

Donald D. Stilwell  
*County Manager*

James G. Yaeger  
*County Attorney*

Diana M. Parker  
*County Hearing Examiner*

Ms. Sabrina Spainhower  
A&D Homes, Inc.  
25 Homestead Road-Unit 5  
Lehigh Acres, FL 33936

Re: Petition to Vacate a twelve (12) foot wide public utility and drainage easement common to Lots 18 & 19, Unit 3, Block 36 Lehigh Acres Subdivision, as recorded in Plat Book 15 Page 83, in the public records, Lee County, Florida

Dear Ms. Spainhower:

Based on the review of the documents submitted with your request, Lee County Division of Natural Resources has no objection to the vacation of the subject public utility and drainage easement.

Should you have any questions, please call me at the above telephone number.

Regards,

LEE COUNTY PUBLIC WORKS DEPARTMENT

Allen L. Davies, Jr.  
Natural Resources Division

-cc: Don Blackburn, Development Services  
Joan Henry, County Attorney's Office  
Margaret Lawson, LCDOT  
Roland Ottolini, P.E., NRD

S:\NATRES\SURFACE\DOCUMENT\vac336.doc



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

Writer's Direct Dial Number: 479-8580

Bob Janes  
*District One*

Douglas R. St. Cerny  
*District Two*

Ray Judah  
*District Three*

Andrew W. Coy  
*District Four*

John E. Albion  
*District Five*

Donald D. Stilwell  
*County Manager*

James G. Yaeger  
*County Attorney*

Diana M. Parker  
*County Hearing Examiner*

April 8, 2003

Ms. Sabrina Spainhower  
A & D Homes  
25 Homestead Road  
Unit 5  
Lehigh Acres, FL 33936

**RE: Petition to Vacate  
The 12 foot wide Public Utility Easement  
On the Lot Line common to Lots 18 and 19,  
Block 36, Unit 3, Lehigh Acres (534 Meadow Road)  
Section 05, Township 45, Range 43**

Dear Ms. Spainhower:

Lee County Department of Transportation has reviewed your request to vacate the above described easement recorded in Plat Book 15, page 83. DOT has no facilities within the easement and does not maintain it.

Therefore, DOT offers no objection to this petition to vacate as proposed.

Very truly yours,

DEPARTMENT OF TRANSPORTATION

Margaret Lawson  
Right-of-way Supervisor

MAL/JMK/mlb

Cc: Don Blackburn, Development Services  
Allen Davies, Natural Resources  
Jason and Kurt Smutney  
DOT PTV File

S:\DOCUMENT\Petition To Vacate\2003\Lots 18&19 Lehigh - Smutney.doc



**RESOLUTION NO. \_\_\_\_\_ TO SET PUBLIC HEARING  
FOR PETITION TO VACATE Case Number: VAC2003-00039**

WHEREAS, a Petition to Vacate was filed with the Board of County Commissioners;  
and

WHEREAS, the Petitioner seeks to abandon, discontinue, close or vacate a portion  
of a plat, easement, parcel or right-of-way legally described in the attached Exhibit "A".

WHEREAS, under Florida Statute and the Lee County Administrative Code, the  
Board must hold a Public Hearing in order to grant a vacation affecting a public easement,  
public right-of-way or platted lands.

BE IT THEREFORE RESOLVED by the Board of County Commissioners of Lee  
County, Florida, as follows:

1. A Public Hearing on Petition to Vacate No. VAC2003-00039  
is set for the \_\_\_\_\_  
\_\_\_\_\_ in the Lee County Commission Chambers.

2. A Notice of Public Hearing on this Petition to Vacate will be published in  
accordance with the Lee County Administrative Code.

THIS RESOLUTION passed by voice and entered into the minutes of the Board of  
County Commissioners of Lee County, Florida this \_\_\_\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY  
COMMISSIONERS OF  
LEE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk Signature

\_\_\_\_\_  
Chairman Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

APPROVED AS TO FORM

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
Please Print Name

**Exhibit "A"**  
**Petition to Vacate**  
**VAC2003-00039**

A portion of a twelve-foot (12') wide Public Utility Easement centered on the common line between Lots 18 and 19 of Block 36, on the Plat of Unit 3, a subdivision of Lehigh Acres, Lee County, Florida, according to map or plat there on file and recorded in Plat Book 15, Page 83 of the of the Public Records of Lee County, Florida.

**Less and except** the North six feet and the South six feet thereof.



# CUSTOMERS COPIES

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

PRODUCED BY:

## **EXECUTIVE TITLE INSURANCE SERVICES, INC.**

*Kevin  
Jursinski*

PLEASE RETAIN FOR YOUR RECORDS.

SHOULD YOU HAVE ANY QUESTIONS  
OR  
NEED FURTHER ASSISTANCE PLEASE CONTACT

*536 meadow Rd  
Strap # 0545-26-03-00036.0190  
534 Meadow Rd -0180*

*Sandra Jones*

### **Executive Title Insurance Services, Inc.**

---

1140 Lee Boulevard, Suite 111, Lehigh Acres, FL 33936  
Phone: 239-369-6111 Fax: 239-369-2070

**A. U.S. Department of Housing and Urban Development**

**B. Type of Loan**

1.  FHA      2.  FMHA      3.  Conv. Unins.  
 4.  VA      5.  Conv. Ins.      [X] Other.

6. File Number: 7021455      7. Loan Number

**Settlement Statement**

**B. Mortgage Ins. Case No.**

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

**D. Name of Borrower:** Smutney Concrete & Pumping Incorporated, A Florida Corporation, 3709 41st St SW, Lehigh Acres, FL 33971

**E. Name of Seller:** R. L. Green, 2112 S Christiana Ave, Chicago, IL 60623      TIN:  
 Vivien Green, 2112 S Christiana Ave, Chicago, IL 60623      TIN:

**F. Name of Lender:**

**G. Property Location:** Lehigh Acres Unit 3  
 536 Meadow Rd., Lehigh Acres, FL 33971

**H. Settlement Agent:** Executive Title Insurance Services, Inc. (000) 000-0000      TIN: 65-0093460  
**Place of Settlement:** 1140 Lee Boulevard Suite 111, Lehigh Acres, FL 33936

**I. Settlement Date:** 12/30/2002      **Proration Date:** 12/31/2002

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	5,000.00	401. Contract sales price	5,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	235.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes 12/31/2002 to 1/1/2003		407. County taxes 12/31/2002 to 1/1/2003	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	5,235.50	420. Gross amount due to seller:	5,000.00
200. Amounts paid by or in behalf of the borrower:		500. Reduction in amount due to seller:	
201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	535.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	500.00	520. Total reduction in amount due seller:	535.00
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	5,235.50	601. Gross amount due to seller (line 420)	5,000.00
302. Less amount paid by/for borrower (line 220)	500.00	602. Less total reduction in amount due seller (line 520)	535.00
303. CASH (X) FROM (TO) BORROWER	4,735.50	603. CASH (FROM) (X) TO SELLER	4,465.00

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Executive Title Insurance Services, Inc. (000) 000-0000 with your correct taxpayer identification number. If you do not provide Executive Title Insurance Services, Inc. (000) 000-0000 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

R. L. Green

L. Settlement Charges		12/30/02 9:57 AM	File	or: 7021455
700.	Total sales/broker commission	ba. un : \$5,000.00= \$500.00		
Division of commission (line 700) as follows:			Paid From	Paid From
701.	\$500.00	to Realty World, Inc.- C. Bagans First	Borrower's	Seller's
702.			Funds at	Funds at
703.	Commission paid at settlement	\$500.00	Settlement	Settlement
704.				500.00
705.				
800. Items payable in connection with loan				
801.	Loan origination fee			
802.	Loan discount			
803.	Appraisal fee			
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.				
809.				
810.				
811.				
812.				
900. Items required by lender to be paid in advance				
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for			
904.				
905.				
1000. Reserves deposited with lender				
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments (maint.)			
1006.				
1007.				
1008.	Aggregate Analysis Adjustment			
1009.				
1100. Title charges				
1101.	Settlement or closing fee	to Executive Title Insurance Services, Inc.	25.00	
1102.	Abstract or title search	to Executive Title Insurance Services, Inc.	50.00	
1103.	Title examination	to Executive Title Insurance Services, Inc.	50.00	
1104.	Title insurance binder			
1105.	Document preparation			
1106.	Notary fees			
1107.	Attorney's fees to			
	includes above items no.:			
1108.	Title insurance	to Executive Title Insurance Services, Inc.	100.00	
	includes above items no.:			
1109.	Lender's coverage			
1110.	Owner's coverage	\$5,000.00 \$100.00		
1111.	Endorsements			
1112.	Florida Form 9 Endorsement			
1113.	Courier & Handling Fees			
1114.	Lien Release Fee			
1200. Government recording and transfer charges				
1201.	Recording fees:	Deed \$10.50	10.50	
1202.	City/county tax/stamps:			
1203.	State tax/stamps:	Deed \$35.00		35.00
1204.				
1205.				
1206.				
1300. Additional settlement charges:				
1301.	Survey			
1302.	Pest inspection			
1303.				
1304.				
1305.				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		235.50	535.00

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receivables and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Smutney Concrete & Pumping Incorporated, A Florida Corporation

R. L. Green

Vivien Green

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Executive Title Insurance Services, Inc.

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

## COMMITMENT SCHEDULE A

COMMITMENT NO.: C-7021455

FILE NO.: 7021455

EFFECTIVE DATE: 12/9/2002 at 5:00 PM.

Inquires should be directed to:

Sandra Jones

Executive Title Insurance Services, Inc.

1140 Lee Boulevard Suite 111

Lehigh Acres, Florida 33936

1. Policy to be issued:	Amount
ALTA Owner's Policy - (10-17-92) with Florida Modifications	\$5,000.00

Proposed Insured:

Smutney Concrete & Pumping Incorporated, A Florida Corporation

2. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

3. Title to said estate or interest in said land is at the effective date hereof vested in:

R. L. Green and Vivien Green, Husband and Wife

4. The land referred to in this Commitment is described as follows:

Lot 19, Block 36, Unit 3, Lehigh Estates, Lehigh Acres, Florida, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 83, Public Records of Lee County, Florida. Subject to reservations, restrictions, and Easements of record, and taxes for the calendar year. Reserving however, all oil, gas, and mineral rights.

END OF SCHEDULE A

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**STEWART TITLE  
GUARANTY COMPANY**

**COMMITMENT FOR TITLE INSURANCE**  
ISSUED BY  
**STEWART TITLE**  
**GUARANTY COMPANY**

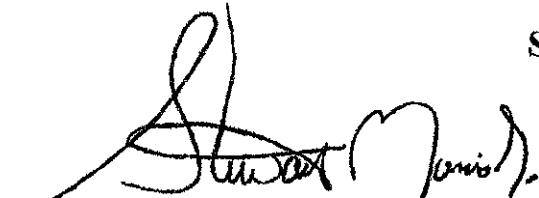
STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

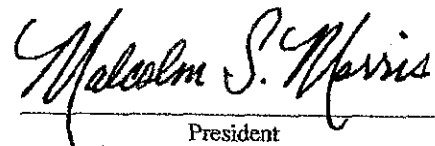
Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.

  
\_\_\_\_\_  
Chairman of the Board

**STEWART TITLE**  
GUARANTY COMPANY



  
\_\_\_\_\_  
President

Countersigned:  
  
\_\_\_\_\_  
Authorized Countersignature  
Executive Title Insurance Services, Inc.

Company  
1140 Lee Boulevard Suite 111  
Lehigh Acres, Florida 33936  
\_\_\_\_\_  
City, State

Serial Number	C-7021455
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## CONDITIONS AND STIPULATIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the exclusions from coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## STEWART TITLE

### GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P. O. Box 2029, Houston, Texas 77252, and identify this commitment by its printed COMMITMENT SERIAL NUMBER which appears on the bottom of the front of the first page of this commitment.

## COMMITMENT SCHEDULE B - SECTION I

COMMITMENT NO.: C-7021455

FILE NO.: 7021455

The following are the requirements to be complied with:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
  - 1. Warranty Deed from R. L. Green and Vivien Green, Husband and Wife to Smutney Concrete & Pumping Incorporated, A Florida Corporation.
  - 2. Certificate of Good Standing from the Secretary of the State of Florida for Smutney Concrete & Pumping, Incorporated, A Florida Corporation.
  
- B. Affidavit from the seller and the borrower stating:
  - 1. That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.
  - 2. That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.
  
- C. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insuror or its agent.
  
- D. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insuror or its agent.

**END OF SCHEDULE B - SECTION I**

## COMMITMENT SCHEDULE B - SECTION II

COMMITMENT NO.: C-7021455

FILE NO.: 7021455

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
  - (a) Rights or claims of parties in possession not shown by the public records.
  - (b) Easements, or claims of easements, not shown by the public records.
  - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
  - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
  - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
  - (f) Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
3. Special Exceptions:
4. Taxes for the year 2003 and subsequent years, which are not yet due and payable.
5. NOTE: Taxes for 2003 become a lien as of January 1, 2003, and are due and payable November 1, 2003. Strap # 05-45-26-03-00036.0190. 2002 Taxes are in the face amount of \$189.26, Paid.
6. Title to personal property is neither guaranteed nor insured.
7. The oil, gas and mineral lease granted by Lehigh Acres Development, Inc., to Humble Oil and Refining Company, recorded April 2, 1969, in Official Record Book 536, Page 614, with many subsequent amendments, in the Public Records of Lee County, Florida.
8. The sewer and water covenants and restrictions recorded December 22, 1959 in Deed Book 317, Page 222, May 24, 1960, in the Official Record Book 10, Page 695 and amended December 19, 1960 in Official Record Book 41, Page 264, in the Public Records of Lee County, Florida.
9. A six foot (6') Public Utility Easement and Drainage Easement over and across each boundary as recited on the plat.
- ~~10. Reservation of Oil, Gas and Mineral Rights as recorded in Official Record Book 1596, Page 1346, of the Public Records of Lee County, Florida.~~
11. Covenants, Conditions, Restrictions, Easements and all other matters, as contained in an instrument recorded in Official Record Book 84, Page 310 and as amended, of the Public Records of Lee County, Florida.

**END OF SCHEDULE B - SECTION II**

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section -I and Schedule B Section-II are included."

**STEWART TITLE  
GUARANTY COMPANY**

# NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2003-00039

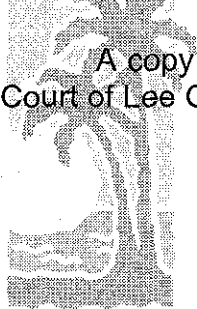
TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 25th day of November 2003 @ 5:00 pm in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider and take action on a Petition vacating the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to any matter considered at this meeting will need a record of the proceeding for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, Minutes Office, 2115 Second Street, Fort Myers, Florida.



LEE COUNTY

CHARLIE GREEN, CLERK

Deputy Clerk Signature

SOUTHWEST FLORIDA

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

**Exhibit "A"**  
**Petition to Vacate**  
**VAC2003-00039**

A portion of a twelve-foot (12') wide Public Utility Easement centered on the common line between Lots 18 and 19 of Block 36, on the Plat of Unit 3, a subdivision of Lehigh Acres, Lee County, Florida, according to map or plat there on file and recorded in Plat Book 15, Page 83 of the of the Public Records of Lee County, Florida.

**Less and except** the North six feet and the South six feet thereof.