#### LEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA İTEM SUMMARY BLUE SHEET NO: 20040745-UTL 1. REQUESTED MOTION: ACTION REQUESTED: Approve final acceptance, by Resolution, and recording of five Utility Easements as a donation, for a gravity collection system serving Brookshire Village. This is considered a developer contributed asset and the project is located on the northwest corner of Daniels and Six Mile Cypress Parkways. WHY ACTION IS NECESSARY: Allows Lee County Utilities to monitor the sanitary sewer system of the residential community to provide adequate assurance that compliance with the Lee County Utilities inflow and infiltration policy is achieved. WHAT ACTION ACCOMPLISHES: To convey ownership and maintenance of the Brookshire Village gravity collection system to Lee County Utilities. Assures compliance with the Lee County Utilities Operations Manual. 2. DEPARTMENTAL CATEGORY: 10 - UTILITIES 3. MEETING DATE: **COMMISSION DISTRICT #: 2** 4. AGENDA: 5. REQUIREMENT/PURPOSE: 6. REQUESTOR OF INFORMATION: X CONSENT (Specify) A. COMMISSIONER: ADMINISTRATIVE STATUTE Lee County-Public Works B. DEPARTMENT: ORDINANCE C. DIVISION/SECTION: Utilities Division APPEALS ADMIN. CODE PUBLIC Rick Diaz, P.E., Utilities Director X OTHER Res, 5 Easements WALK ON TIME REQUIRED:

#### 7. BACKGROUND:

For the past 14 years Brookshire Village has been correcting and upgrading the gravity collection system with the intention of conveying it to Lee County Utilities. The Homeowners Association retained an engineering firm to evaluate the system and the Homeowners Association has paid for several system improvements. Lee County Utilities accepted the lift stations on August 29, 1990 (BS 901384).

The rehabilitation of the existing collection system has been inspected for conformance to the Lee County Utilities Operations

Satisfactory closed circuit television inspection of the gravity collection system has been performed.

As-builts 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 are available for recording fees in Account No. OD5360748700.504930. SECTION 19 TOWNSHIP 45S RANGE 25E DISTRICT #2 COMMISSIONER ST. CERNY MANAGEMENT RECOMMENDATIONS: 9. RECOMMENDED APPROVAL (A) **(B)** (C) (D) **(F)** (G) PURCH. OR COUNTY BUDGET COUNTY DEPARTMENT HUMAN ATTORNEY DIRECTOR CONTRACTS RESOURCES OTHER SERVICES MANAGER 1604 OM Risk GC OA 10 N/A N/A T. Osterhout Date: U/201 07 Date: Date: 🚄 🎝 10. COMMISSION ACTION: Rec. by CoAtti RECEIVED BY COUNTY ADMIN: 11 APPROVED DENIED DEFERRED pmSLT **OTHER** COUNTY ADMIN Forwarded To: FORWARDED TO Admin. ~L)

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

WHEREAS, it is the desire of Brookshire Village Condominium Association, Inc., owner of record, to make a contribution to Lee County Utilities of <a href="mailto:sewer">sewer</a> facilities (gravity collection system), serving "BROOKSHIRE VILLAGE"; 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 **\$1,064,770.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

THE FOREGOING RESOLUTION was o	ttered by Commissioner		
who moved for its adoption. The and, upon be	motion was seconded by Com	missioner vote was	as
follows:			
Commissioner Janes:		(1)	
Commissioner St. Cerny	y:	(2)	
Commissioner Judah:	<del></del>	(3)	
Commissioner Coy:		(4)	
Commissioner Albion:		(5)	
DULY PASSED AND ADOPTED this _	day of		,
ATTEST: CHARLIE GREEN, CLERK	BOARD OF COUNTY COMMISSIC OF LEE COUNTY, FLORIDA	ONERS	
BY:	By:CHAIRMAN		
1/221117 11288	LHAIRWAN		

APPROVED AS TO FORM

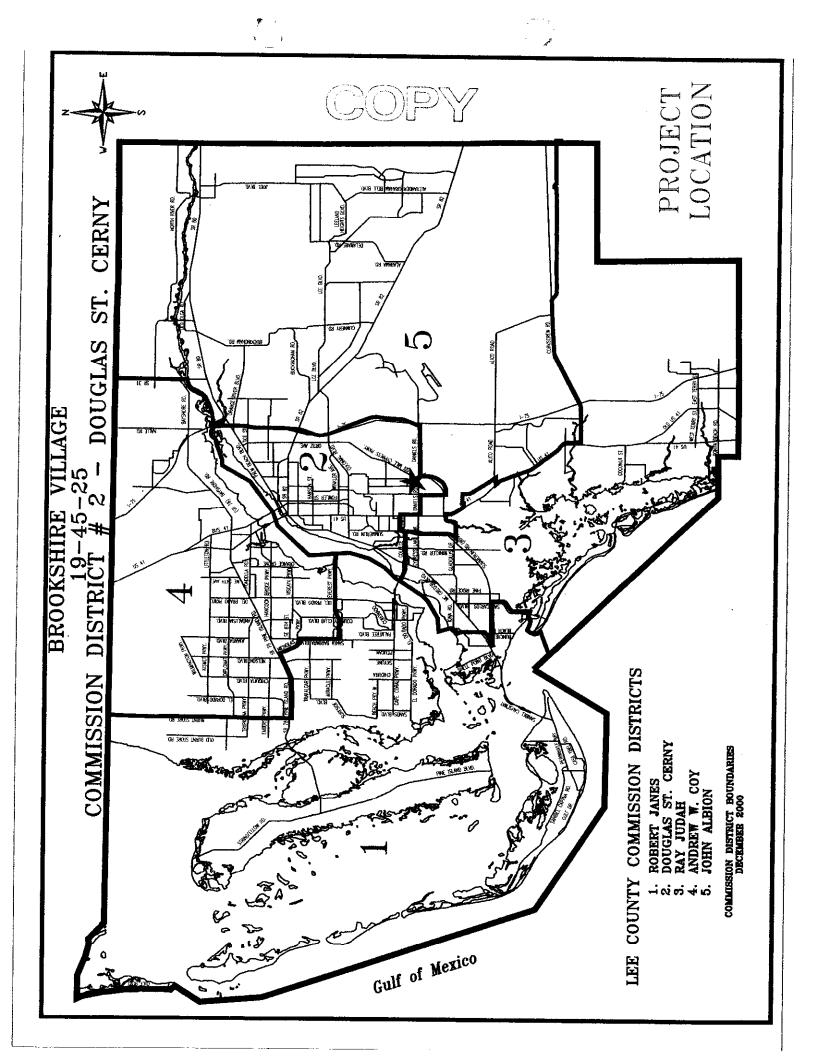
OFFICE OF COUNTY ATTORNEY



#### LETTER OF COMPLETION

DATE: October 16 2003

Department of Lee County Utilities Division of Engineering Post Office Box 398 Fort Myers, FL 33902	
Gentlemen:	
This is to certify that the water dis	stribution and/or sewage collection system(s) located in
The Brookshire Bath	n & Tennis Club Association, Inc.
•	(Name of Development) en constructed in conformance with:
X the FDEP certified plans	the revised plans, attached
and:	
approved specifications	the revised specifications, attached
•	observed the following successful tests of the facilities: Lamp tested  Station acceptance by Lee County Utilities
Very truly yours,	
Source Inc.	
(Owner or Name of Corporation)	The second control of
(Signature)	
President (Title)	SEAL OF ENGINEERING FIRM





#### WARRANTY

THE UNDERSIGNED parties do hereb	y warrant and/or guaranty all work executed by the contractor on the weeter and/or
sewer systems of (Name of Development):	Brookshire Bath and Tennis Club
	(Entire sewer collection system)
to be free from defects in material and workm	nanship for a period of one (1) year from the date of acceptance by the Lee County
Board of County Commissioners. The unders	signed parties further agree that they will, at their own expense, repair and replace
all such defective work and all other work dan	naged by said defective work under this Warranty-Guaranty
It is furthermore understood that the con	sideration 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.
	Brookshire Bath and Tennis Club Association, Inc.  (NAME OF OWNER OR CONTRACTOR)  BY:  (SIGNATURE & TITLE)  Doug Worthington, President
STATE OF <u>Florida</u> ) SS: COUNTY OF <u>Lee</u> )	
The foregoing instrument was signed and ackr Douglas K. Worthington (Print or Type Name)	who has produced FC DE LIC # NG 35 171 403330  (Type Of Identification and Number)
as identification, and who (did) (did not) take a large Carry Notary Public Signature	Clara C. Cain
Printed Name of Notary Public	Expires April 2, 2005  Bonded Thru  Atlantic Bonding Co., Inc.
Notary Commission Number	(NOTARY SEAL)

#### WATVER OF LIEN

KNOW ALL MEN BY THE	E PRESENTS, thatDOU	g worthington		
as <u>Preside</u> nt	, of	Brookshire B	ath & Tennis Club	
for and in consideration of One	million Sixty-four Thous red Seventy Dollars and	and Seven	<u>(\$ 1,064.770.0</u>	In 0)
nund	red Seventy Dollars and I	No Cents		.:
and other good and valuable consi	derations, lawful money of the United	States of America,	to me in hand paid, the rec	eipt whereof
is hereby acknowledged, does her	eby waive, release, remiss, and relin	quish any and all ri	ight to claim any lien or lie	ns for work
performed or material furnished, o	or any kind or class of lien whatsoever	er on the following	described property:	
	*.1	•	•	
of Daniels Road and	um Association, Inc. loc Six Mile Cypress Parkway this location is a sanit	. The system	having	
			÷.	
	·		Bath & Tennis Clu	b Assoc Inc
		43101 Bark		<u> </u>
	**** *********************************	Ft Myers	FL 33907	
		NAME & ADI	DRESS OF FIRM OR CORI	PORATION
	В	v. Dang	- Lat	
STATE OF FLORIDA		· · · · · · · · · · · · · · · · · · ·	AUTHORIZED REPRES	ENTATIVE
) SS:				
COUNTY OF LEE )			<i>.</i>	
The foregoing instrument w		pe Of Identification  ain 014809	personally	0.43 T
Printed Name of Notary Public	Bonded Thru Atlantic Bonding C	a ·	•	
# DD014809	-cibra			,
Notary Commission Number	(NOTARY SEAL)			

LCDUOPMAN - July 1, 1996 - Sect 11

#### **CERTIFICATION OF CONTRIBUTORY ASSETS**

PROJECT NAME:	Brookshire	Village			-	•
LOCATION:	Brookshire	parcels located a	NW corner	of Daniels	& Six Mi.	Cypre
	19-45-25-05	5-0000E.00CE				_
NAME AND ADDRI		STRAP) R: Brookshire Bat			tion, Inc.	· ·
		43-101 Bark1ey	Circle, Ft	. Myers, FL	33907	•
TYPE UTILITY SYS	· · · · · · · · · · · · · · · · · · ·	on Deed) Sanitary sewer	collection	svstem		
		(list water, sewer and				•
DES	SCRIPTION AN	O COST OF MATERIAL	. LABOR. ANI	D SERVICES	*	
<del></del>	,				ar eta	
i lease list each elem	ent of the system	ı, e.g., pipe, manholes, li	it stations, mer	ers, varves, mini	gs, eic.	
ITEM	SIZE	QUANTITY	UNIT	COST	TOTAL	ľ
PVC SDR 26 (2'-14')	8"	17,784	LF	42.50	\$ 755,820	-00
Std. Manholes (0-14')	4 dia.	72	Ea.	2,850.00	205,200	-00
Building Sewer Connection	6"	415	Ea.	250.00	103,750	
	•					
				*		
	Ź	·				
					:	
				\$ 1,0	64,770.00	
		onal page(s). Number ea	.1	TOTAL A		

LCDUMan - July 1, 1996 - Sect 11

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.

	CERTIEYING:	•
	A Clear	
	James P. Elliott, P.E., President	
	(Name & Title of Cerfiying Agent)	
	OF: Source, Inc.	
	(Firm or Corporation)	
•	ADDRESS: 1334 Lafayette Street	
	Cape Coral, FL 33904	
	·	
STATE OF <u>Ilouda</u> )		
COUNTY OF) SS:		,
The foregoing instrument was signed a	and acknowledged before me this 144 day of Jou	comba.
2003 by James P. Elliott	who has produced is KNOWN TO A	re.
(Print or Type Name)	(Type Of Identification and Number)	
ps-identification, and who (did)(did not))tak	e an oath.	
Josepher D. Stormer		
Notary Public Signature	ROSEMARY N. STORMER	
Resembly N. Stormer	Expires 0/19/2008	
Printed Name of Notary Public	(800-408-4354) Florids Notary Assn., Inc.	
# DD 0098882		
Notary Commission Number	(NOTARY SEAL)	

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FLORIDA DEPARTMENT OF REVENUE

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FDOR10240300 DR-219

Ш	RE	IURN FOR TRAN: PLEASE READ IN	SFERS OF INTER NSTRUCTIONS BEF				07/98
Ш			numbers as shown bel		ter numbers as shown below	<u></u>	
1.	Parcel Identification Number	0 1 2 3 4			123456789		
	(If Parcel ID not available please call County Property					<u>-</u>	_
	Appraiser's Office)			50800000	ے ایا لیا نہیں نہا ۔ ۔ ۔ ا ا		
2.	Mark (x) all Multi-parcel		Transaction is a split or cutout from		Property was improve with building(s) at time		
_	that apply transaction?	→ ASEMENT DONAT	another parcel? TION BY:	 BROOKSHIRE	of sale/transfer?	<b>→</b>	'NTC'
3.	Last	First	MI MI		orporate Name (if applicable		
C/	O BENSON'S INC, 12650		FT. MYERS	FL	33907 ( )	,	
4	Mailing Addre Grantee (Buyer): RICK DIAZ		City . DIR. FOR	State LEE CO. I	Zip Code Phone No BOARD OF COUNTY		ON
٠.	Last	First	MI	Co	orporate Name (if applicable	)	
_	P. O. BOX 39		FT. MYERS	FL State	33902 (239)4 Zip Code Phone No	798181	
5.	Date of Salc/Transfer		Sale/Transfer Price	State -	<u> </u>	·-	
	Month Day	Year (Rou	and to the nearest dolla	<u>C</u>	Property Lee		
6.		t/Agreement 🙀 Other	/ a o any money	ages on the proper	ty? If "Yes", YI	ES / /	NO
	Warranty — for Deed			ortgage balance:			<u> </u>
	Deed Deed		(Round to the nearest	· / i	ا لــــــــــــــــــــــــــــــــــــ	U	U
8.	To the best of your knowledge, we such as: Forced sale by court order Sale of a partial or undivided interest.	er? Foreclosure pending	? Distress Sale? Title d	to the sale/transfer efects? Corrective		≣s	NO
9.	Was the sale/transfer financed? Y	ES / NO	If "Yes", please indicate	type or types of fin	ancing:		
	Conventional Se	eller Provided	Agreement or Contract for Deed	Other			
10.	Property Type: Residential C	Commercial Industrial		:utional/ ellaneous Govern	nment Vacant Acrea	ige Timeshare	<u> </u>
	Mark (x) all that apply					Ĭ	
44	To the heat of course by and above					_	nts
11.	To the best of your knowledge, wincluded in the sale/transfer? If "Yes	s", please state the		NO \$	<u> </u>		0
12.	amount attributable to the persona Amount of Documentary Stamp Tax	I property. (Round to the	nearest dollar.)	→ \$			
13.	If no tax is due in number 12, is dee	ed exempt from Docume	intary Stamn Tax under	s 201 02(6) Florid	Sa Statutos?		NO.
	Under penalties of perjury. I de	eclare that I have read th	ne foregbing return and	that the facts state	- d in it are true. If prepared b		NO
	than the taxpayer, his/her deci	laration is based on all in	nformation of which he/l	ner has any knowle	dge.		
L	Signature of Grantor or Grante WARNING, FAILURE TO FILE THIS RE	· ·	M APPROVED BY THE DEPAR	RTMENT OF REVENUES	Date _ <b>AD  </b> SHALL RESULT IN A PENALTY OF \$2	2 4 104	^ ^ V
	OTHER PENALTY MPOSED BY THE R	REVENUE LAW OF FLORIDA.		1000	THE REDUCTION OF SE	5:00 TV ADDITION TO	AIVI
	To be completed by the	Clerk of the Circuit	Court's Office		Clerks Date Stam	<b>O</b>	
	This copy to Property	Appraiser					
_	N. D. Dark						Ì
_	D. R. Book and	<u>'</u>					
Pa	ge Number						
Fi	and le Number						
			'	ļ.			
υat	e Recorded / Month Da	ay Year					

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

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

NET

FDOR10240300 DR-219 R. 07/98

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

Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0123456789

	please call Coun Appraiser's Office					19452	5080	00000	OOCE					
2.	Mark (x) all that apply	Multi-paro	on? →		or cuto anothe	action is a spli out from er parcel?	•		v c	vith buildi of sale/tra		e →		
3.	Grantor (Seller):		EASEMEN'	r DONAT	CION	BY:	BROOF				I CON		3N .	INC
C/	O BENSON'S	Last INC, 12	650 WHITEHAL	First L DR	FT.	MYERS		FL C		Name (if <b>907</b>	applicable)			
4.	Grantee (Buyer):	RICK I	Address DIAZ, P.E.	<u> </u>	. DIR	City R. FOR	LEE		BOARI		Phone No		SSI	ON
	P.	O. BO	x 398	First	FT.	MYERS		FL C		Name (if 3 9 0 2	applicable) 2394	79818	1	
	Date of Sala/Tea	_	Address		Sala/Tra	City ansfer Price		State	Zip	Code	Phone No.			
Э.	Date of Sale/Tra	rister		\$	Sale/ FIZ	maici Pitce			<u> </u>	Property	46	County C	ode	
	Month	Day	Year	(Rou	nd to the	e nearest dolla	ar.)	• '	0	Located	In			
6.	Type of Docume	7)   [	ontract/Agreement Deed	<b>X</b> Other	7.	Are any morte outstanding r			rty? If "Y	es",	YE	:S	_	NO
	Warranty Deed	-	uit Claim eed		(Round	I to the neares	t dollar.)	\$					, 0	0
8.	such as: Forced	sale by cou	dge, were there un int order? Foreclos interest? Related	ure pending:	? Distres	ss Sale? Title				Aineral riç	ihts? YE	ES		NO
9.	Was the sale/tran	nsfer finance	ed? YES	NO I		please indicat	e type or t	ypes of fi	nancing:					
	Convention	al	Seller Provided	t		eement or tract for Deed		Othe	r					
10.	Property Type: Mark (x) all that apply	Residentia	al Commercial	Industrial	Agric		itutional/ :ellaneous	Gove	rnment	Vacant	Acrea	ge Tim	eshar	·e
	included in the sa	ale/transfer? ible to the pe	dge, was personar If "Yes", please st ersonal property. (I mp Tax	ate the	YES		NO →	\$ \$		0.0	0	•	0	ents 0
13.	If <u>no tax</u> is due in	number 12	, is deed exempt fo	om Docume	ntary St	amp Tax unde	ers. 201.0	2(6), Flor	ida Statu	tes?	YE	ES		NO
I			iry, I declare that i er declaration is ba							e true. If	prepared b	/ someone	othe	r
L			Grantee or Agent		<del></del>	17					Date		<u>4</u>	
			THIS RETURN OR ALTÉ BY THE REVENUE LAW		v <b>r</b> APPRO\		ARTMENTO:	FREVENJE	SHALL RE	SJLTIN A P	ENALTY OF \$2	5.00 IN ADDI	FION TO	OANY
	To be con	npleted by	y the Clerk of t	ne Circuit	Court's	s Office				Cler	ks Date	Stamp		
	т	his copy	to Departmen	t of Reve	nue									
(	D. R. Book													
Pá	and age Number													
F	and ile Number													
Da	ite Recorded	Month /	Dav	Year										
		MODEL	La Cay	ı cai										

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

#### PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-08-00000.00CE

THIS INDENTURE is made and entered into this day of		
THIS INDENTURE is made and entered into this day of by and between Condominium Association, Inc, Owner, hereinaπe	r referred	to
as GRANTOR(S), and LEE COUNTY, hereinafter referred to as GRANTEE	• •	

#### WITNESSETH:

- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.
- 2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.
- 3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of 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 shall 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 shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

france.

- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, shall 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 shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.
- 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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,
- 10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

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

<b>♥</b>	
	well and the all
(Signature of 1 <sup>st</sup> Witness)	(Grantor's/Owner's Signature)
,	<u> </u>
(Name of 1st Witness)	(Grantor's/Owner's Name)
Les Wevnandi	SERRETARY/TREASURER. Title
(Signature of 2 <sup>nd</sup> Witness)	Title
(Name of 2 <sup>nd</sup> Witness)	
(Name of 2 <sup>nd</sup> Witness)	
STATE OF // ) SS: COUNTY OF /ee )	
The foregoing instrument was signed a of	or is
Motary Public Signature  JANICE M Voss  Printed Name of Notary Public	JANICE M VOSS MY COMMISSION #DD204729 EXPIRES: APR 21, 2007 Bonded through Advantage Notary  (Notary Seal & Commission Number)
	(itolan) would be continued and it is a re-

#### EXHIBIT "A"

#### DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE I, PHASE 2, A CONDOMINIUM as recorded in O.R. Book 1900, Page 353 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village I, Phase 2, A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (24.00 feet wide); thence run S.07°06'19"W. along said Easterly right-of-way line for 136.54 feet to the point of beginning of the herein described centerline; thence run N.89°02'27"E. for 136.17 feet to the terminus of said centerline.

Said parcel contains 2,723.4 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village I, Phase 2, A Condominium.

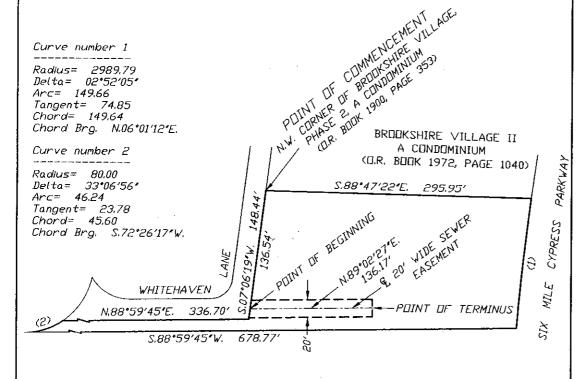
John B. Harris P.S.M. #4631

August 14, 2003

SKETCH OF

### SEWER EASEMENT LYING IN BROOKSHIRE VILLAGE I PHASE 2, A CONDOMINIUM

SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST (C.R. BOOK 1900, PAGE 353) LEE COUNTY, FLORIDA



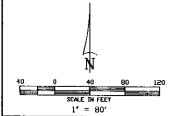
#### DESCRIPTION:

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HARRIS – JURGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CURAL, FLURIDA PHUNE: (941) 772–9939 FAX: (941) 772–1315	AUGUST 18 2003
PROJECT #	NGHM/TE/≒HV&BH2™ b/2M
JOB #1 02473-E-4625	FLORIDA LAND SURVEYER #4631
SKETCH DATE: 8/19/03	EL HOTTA CEDTICIONES DE AUTUROCEATION LE RECON



## EXHIBIT "A"

#### DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE I, PHASE 2, A CONDOMINIUM as recorded in O.R. Book 1900, Page 353 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village I, Phase 2, A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (24.00 feet wide); thence run S.07°06′19″W. along said Easterly right-of-way line for 136.54 feet to the point of beginning of the herein described centerline; thence run N.89°02′27″E. for 136.17 feet to the terminus of said centerline.

Said parcel contains 2,723.4 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village I, Phase 2, A Condominium.

John B. Harris

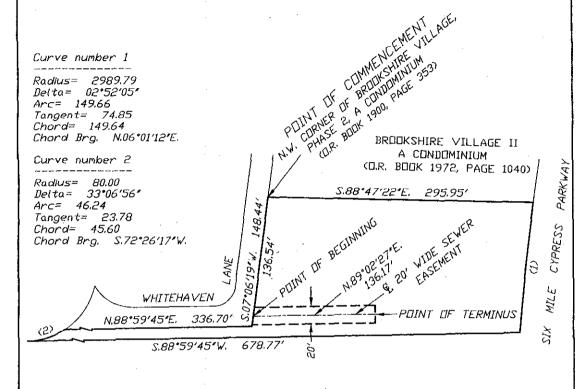
P.S.M. #4631

August 14, 2003

SKETCH OF

### SEWER EASEMENT LYING IN BROOKSHIRE VILLAGE I PHASE 2, A CONDOMINIUM

SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST (CLR. BOOK 1900, PAGE 353) LEE COUNTY, FLORIDA



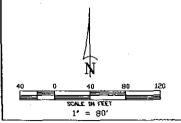
#### DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE I, PHASE 2, A CONDOMINIUM as recorded in O.R. Book 1900, Page 353 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village I, Phase 2, A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (24.00 feet wide); thence run S.07°06'19"W. along said Easterly right-of-way line for 136.54 feet to the point of beginning of the herein described centerline; thence run N.89°02'27"E. for 136.17 feet to the terminus of said centerline.

Said parcel contains 2,723.4 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village I, Phase 2, A Condominium.



HARRIS - JURGENSEN, INC.
2706 S.E. SANTA BARBARA PLACE
CAPE CURAL, FLURIDA
PHUNE: (941) 772-9939
FAX: (941) 772-1315

PROJECT #

JUHN B. HARRIS, PSM
FLURIDA LAND SURVEYOR #4631

SKETCH DATE: 8/19/03

FLURIDA CERTIFICATE DF AUTHORIZATION LB #6921

えんの



# FLORIDA DEPARTMENT OF REVENUE

FDOR10240300

	RETURN FOR TRANSFERS OF INTEREST	E E E E E R. 17/90
	(PLEASE READ INSTRUCTIONS BEFORE Use black ink. Enter numbers as shown below.	If typing, enter numbers as shown below.
1.	Parcel Identification Number (If Parcel ID not available	0123456789
		000000CE
2.	Transaction is a split	Property was improved with building(s) at time of sale/transfer?
3.	another pareer:	OKSHIRE VILLAGE II CONDO ASSN INC
	Last First MI	Corporate Name (if applicable)  FL 33907 (
-	O BENSON'S INC, 12650 WHITEHALL DR FT. MYERS  Mailing Address City	FL 33907 ( ) State Zip Code Phone No.
4.	Grantee (Buyer).	EE CO. BOARD OF COUNTY COMMISSION
	P. O. BOX 398 FT. MYERS	Corporate Name (if applicable)  FL 33902 (2394798181
_	Mailing Address City	State Zip Code Phone No.
5.	Date of Sale/Transfer Price	O O Property
	Month Day Year (Round to the nearest dollar.)	Lee Located In Lee
6.	Type of Document Contract/Agreement outstanding mortgages  Warranty Other 7. Are any mortgages outstanding mortgages	
	Deed Quit Claim (Round to the nearest dolla	r) \$ <u>0</u> _0
8.	To the best of your knowledge, were there unusual circumstances or conditions to the such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defect Sale of a partial or undivided interest? Related to seller by blood or marriage.	
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 Miscellanee Mark (x) all that apply	
	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.)  Amount of Documentary Stamp Tax	\$ 00 \$
13.	If <u>no tax</u> is due in number 12, is deed exempt from Documentary Stamp Tax under s. 20	01.02(6), Florida Statutes?
ı	Under penalties of perjury. I declare that I have read the foregoing return and that than the taxpayer, his/her declaration is based on/all information of which he/her h	as any knowledge.
L	Signature of Grantor or Grantee or Agent	Date 6 27 04
	WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMEN OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA	OF REVENUE SPALE RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY
	To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
	This copy to Property Appraiser	
(	D. R. Book	
!	and	
۲	age Number and	
F	ile Number	
Da	ite Recorded Month Day Year	

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

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

FDOR10240300 DR-219 R. 07/98

(If Parcel ID not available

Enter numbers as shown below. 0 1 2 3 4 5 6 7 8 9 If typing, enter numbers as shown below.

0123456789

#### 194525090000000000

	please call Cour Appraiser's Office		ty			19452508000000CE											
2.	Mark (x) all that apply	Multi-p transac	tion? →			or cuto	action is a out from er parcel?	, →				with of sa	buildir le/trar	ng(s) a nsfer?		<b>,</b>	
3.	Grantor (Seller):	:	EA	SEMENT	DONA'	CION	BY:		ROOK							NEEA C	INC
C/	O BENSON'S	Last INC, 1	.2650 WI	HITEHAL	First LDR	FT.	MYE	MI RS		FL	Corpo	73 3 9 0	ne (if : <b>7</b>	applic (	cable) )		
4.	Grantee (Buyer)	RICK	ng Address DIAZ,			. DIR	City FOR		LEE	State CO.			FC	OUI		OMMIS	SION
	P.	C. B	OX 39	8	First	FT.	MYE	MI RS		FL	Corpo	rate Nar 3390				98181	
	Date of Sale/Tra		ng Address	<u></u>		Sale/Tra	City ansfer Pri	<u></u>		State		Zip Cod	de	Phor	ne No.		_
IJ.	Date of Sale/11a	3115161			\$	0016/116	ansici i ii	00			<b>n</b> 1		perty	4	6 c	ounty Code	Э
	Month	Day		Year	(Rou	nd to the	e nearest	dollar.)		•	0 (	U Loc	ated I	n			
6.	Type of Docume		Contract/A for Deed	greement	X Other	7.	Are any outstand					If "Yes",			YES		NO
	Deed		Quit Claim Deed			(Round	to the ne	earest d	ollar.)	<b>\$</b>						•	0 0
8.	To the best of y such as: Forced Sale of a partial	sale by o	ourt order	? Foreclosu	ure pending	? Distres	ss Sale?	Title def				ed? Mine	ral rig	hts?	YES		NO
9.	Was the sale/tra	ınsfer finai	nced? YE	S	NO	lf "Yes",	please in	dicate t	ype or t	ypes of	financ	cing:					
	Convention	nat	Selle	er Provided	I	•	eement or tract for D			Oth	ıeı						
10.	Property Type: Mark (x) all that apply	Reside	ntial Cor	nmercial	Industrial	Agric	ultural	Institu Miscelli		Gov	ernme	ent Va	acant	,	Acreage	Timesh	nare
	To the best of y included in the s amount attribute Amount of Docu-	ale/transfo able to the	er? If "Yes" personal p	, please sta property. (F	ate the	YES	=	× 1	vo ;	\$ \$		0	.00	)		•	Cents 0 0
	If <u>no tax</u> is due ir	-	,		om Docume	entary St	tamo Tax	under s	. 201.02	2(6). Fle	orida S	Statutes?	,		YES		NO
I	Under pena	alties of pexpayer, his	erjury, I dec s/her declar	lare that I fration is ba	nave read the	ne forego	oing retur	n and th	nat the f	acts st	ated in	it are tri	ue. If p	orepa Date	red by s		-
L	WARNING: FA	ILURE TO FI	LE THIS RETU	JRN OR ALTE	RNATIVE FOR	M APPROV	VED BY THE	DEPART	MENT OF	REVEN	JE SHA.	RESULT				OITIOCA NI 0	Y TO ANY
	OTHER PENAL				ne Circuit	Court's	e Office						Cler	ke D	 ate Sta		
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	1	This cop	y to De	oartmen	t of Reve	nue											j
	O. R. Book and age Number and							_									
F	ile Number			= -													į
Da 	ite Recorded	Month	Day		Year												

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

#### PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-08-00000.00CE

THIS INDENTURE is made and entered into this	s day of _	
by and between Brookshire Village II Condominium Association, Inc.	Owner, hereinafter	
as GRANTOR(S), and LEE COUNTY, hereinafter refer	red to as GRANTEE.	

#### WITNESSETH:

- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.
- 2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.
- 3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of 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 shall 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 shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

1- -

- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, shall 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 shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.
- 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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,
- 10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

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

X Muril Mada (Signature of 1st Witness)	X (Grantor's/Owner's Signature)
(Name of 1st Witness)	Grantor's/Owner's Name)
(Signature of 2 <sup>nd</sup> Witness)	Title RUSIDENT, BROCKSHIRE VILLAG
ALBERT A. (FONARD) (Name of 2 <sup>nd</sup> Witness)	
STATE OF)  COUNTY OF	
The foregoing instrument was signed of 2003 by 1 with a produced the following as identification personally known to me, and who did/did r	and acknowledged before me this 23 day  who who or is not take an oath.
Notary Public Signature  Javice M Voss  Printed Name of Notary Public	JANICE M VOSS  MY COMMISSION #DD204729  EXPIRES. APR 21, 2007  Bonded through Advantage Notary
	(Notary Seal & Commission Number)

## EXHIBIT "A"

#### DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE II A CONDOMINIUM as recorded in O.R. Book 1972, Page 1040 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village II A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (24.00 feet wide); thence run S.07°06'19"W. along said Easterly right-of-way line for 146.70 feet to the point of beginning of the herein described centerline; thence run S.86°32'15"E. for 131.69 feet to the point of terminus of said centerline.

Said parcel contains 2,633.8 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village II A Condominium.

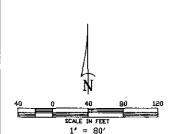
John B. Harris P.S.M. #4631

August 14, 2003

SKETCH OF SEWER EASEMENT LYING IN BROOKSHIRE VILLAGE II A CONDOMINIUM SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST (U.R. BOOK 1972, PAGE 1040) LEE COUNTY, FLORIDA POINT OF COMMENCEMENT
OF COMMENCEMENT
BROOKSHIRE
AF CONDOM
1040)
N.W. LAGE
U.A. BOOK
1972, PAGE
OUR. BOOK Curve number 1 Radius= 2989.79 Delta= 04°38'12' Arc= 241.94 Tangent= 121.04 Chord= 241.88 BRODKSHIRE VILLAGE IV Chord Brg. N.09\*46'20'E. (D.R. BOOK 2061, PAGE 3072) S.81°07'38"E, 305,79 POINT OF BEGINNING OCULIVIANT SEWER

C 20' WIDE SEWER

EASEMENT CYPRESS PARKWAY WHITEHAVEN LANE -- POINT OF TERMINUS 131.69 S.86°32'15°E, N BROOKSHIRE VILLAGE II A CONDOMINIUM N.88\*47'22\*W. 295,95' BROOKSHIRE VILLAGE I A CONDOMINIUM, PHASE 2



HARRIS - JURGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CURAL, FLÜRIDA PHÜNE: (941) 772–9939 FAX: (941) 772–1315

PROJECT #

JOB # 02473-C-4625 SKETCH DATE: 8/12/03 AVGUST 14 ZOO3

JOHN B. HARRIS, PSM FLORIDA LAND SURVEYOR #4631

FLORIDA CERTIFICATE DE AUTHORIZATION LB #6921

# 

# FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERT

ÎNET

FDOR10240300 DR-219 R 07/98

Ш	RETURN FOR TRANSFERS  (PLEASE READ INSTRUC			R. 07/98
	Use black ink. Enter numbers		typing, enter numbers as	shown below.
1.	Parcel Identification Number (If Parcel ID not available	5 7 8 9	012345678	
	please call County Property Appraiser's Office)	1945250800	00000CE	
2.	Mark (x) all Multi-parcel or cuto	ection is a split out from or parcel? →		was improved ding(s) at time ransfer?
3.	Grantor (Seller): EASEMENT DONATION			IV CONDO ASSN INC
c/	Cast First O BENSON'S INC, 12650 WHITEHALL DR FT.	MYERS	Corporate Name <b>FL</b> 33907	(if applicable)
	Mailing Address	City	State Zip Code	Phone No.
4.	Grantee (Buyer): RICK DIAZ, P.E., UTIL. DIR			COUNTY COMMISSION
	Last First P. O. BOX 398 FT.	MI MYERS	Corporate Name <b>33902</b>	(if applicable) (_239 <mark>4798181</mark>
_	Mailing Address	City	State Zip Code	Phone No.
5.	Date of Sale/Transfer  Sale/Transfer  \$ 1	nsfer Price	. 0 0 Proper	ty d in Lee
		nearest dollar.)		
6.		Are any mortgages on t outstanding mortgage b		YES / NO
	Warranty — Out Old	to the nearest dollar.)	\$	
8.	To the best of your knowledge, were there unusual circumstances such as: Forced sale by court order? Foreclosure pending? Distres Sale of a partial or undivided interest? Related to seller by blood or	s Sale? Title defects? C	le/transfer Corrective Deed? Mineral	rights? YES /NO
9.	Was the sale/transfer financed? YES/NO If "Yes", p	elease indicate type or t	ypes of financing:	
		ement or ract for Deed	Other	
40	Property Transaction Control of the	Institutional/		
	Property Type: Residential Commercial Industrial Agricu Mark (x) all that apply	Itural Miscellaneous	Government Vaca	nt Acreage Timeshare
	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 Amount of Documentary Stamp Tax		\$	
13	If no tax is due in number 12, is deed exempt from Documentary Sta	omn Tay under s. 201 0	2(6) Florida Statutes?	YES / NO
	Under penalties of perjury. I declare that I have read the foregothan the taxpayer, his/her declaration is based on   phinformatiq	ing return and that the f	facts stated in it are true.	<del></del>
L	Signature of Grantor or Grantee or Agent	19		_ Date 6 24 04
	WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVI OTHER PENALTY: MPOSED BY THE REVENUE: AW OF FLORIDA	ED BY THE DEPARTMENT OF	REVENUE SHALL RESULT IN A	PENALTY OF \$29.00 IN ADDITION TO ANY
	To be completed by the Clerk of the Circuit Court's	Office	Clerks I	Date Stamp
	This copy to Property Appraiser			
	D. R. Book and			
Pa	ge Number			
Fi	le Number			
Dat	e Recorded Month Day Year			

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

PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300 DR-219 R. 07/98

 Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) Enter numbers as shown below. If typing

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0123456789

#### 194525080000000CE

2.	Mark (x) all that apply	Multi-pa transaci	tion? →	SEMENT	DONAT	or cuto anothe	action is a sout from or parcel?	<b>→</b>	KSHT:	RE VI	with buil of sale/t	y was impro Iding(s) at ti ransfer? I IV CC	me →	ASSN	INC
	Grantor (Seller):	Last			First		N	<u></u>		Corpora	te Name	(if applicabl			
	O BENSON'S		Address	ITEHALI	DR	FT.	MYER City	S 	FL State		3907 Lip Code	() Phone N	i lo		_
4.	Grantee (Buyer):	RICK		P.E.,	UTIL.	DIR	. FOR	LE:		BOAI	RD OF		Y CO	MMISS	ION
	Р.	0. BO	X 398	3		FT.	MYER		FL		33902	(239	479	8181	
5.	Date of Sale/Tra	,	Address	-	s	Sale/Tra	City nsfer Price	- }	State	Z	ip Code	Phone N	lo.		
					\$					0.0	Proper Locate		Cou	nty Code	
	Month I	Day	•	Year	(Roun	d to the	nearest d	ollar.)	•	0 0	Locate	16 IFF			
6.	Type of Docume	FIIL	Contract/Ag or Deed	greement	<b>X</b> Other			ortgages or g mortgage			"Yes",	١	/ES		NO
	Warranty Deed		Quit Claim Deed		(	Round	to the near	rest dollar.)	\$					. (	0 0
8.	To the best of yesuch as: Forced Sale of a partial of	sale by co	ourt order?	Foreclosu	re pending?	Distres	s Sale? Tit				? Mineral	rights?	/ES		NO
9.	Was the sale/tran	nsfer finan	ced? YES	3	NO If	, .		cate type o	types of	f financin	g:				
	Convention	al	Selle	r Provided		_	ement or ract for De	ed	Ot	her					
10.	Property Type: Mark (x) all that apply	Resident	tial Com	nmercial	Industrial	Agricu		nstitutional liscellaneou		/ernmen	t Vacai	nt Acre	eage	Timesha	are
	To the best of your included in the sa amount attributa Amount of Document	ale/transfe ble to the	r? If "Yes", personal p	please sta	te the	YES		× NO	\$ \$		0.0	00		. (	Cents 0
13.	If no tax is due in  Under pena than the tax  Signature of  WARNING, FAIL OTHER PENAL	ilties of per payer, his/ f Grantor o	jury, I decl her declara r Grantee E THIS RETU	are that I hat I h	ave read the sed of all inf	e forego ormaliq	ing return n d which	and that the	e facts st any kno	tated in it wledge.	are true.	If prepared Date'	تي ک	1/0	4
	To be con	npleted t	by the Cl	erk of th	e Circuit C	Court's	Office				CI	erks Date	Stan	ıp	
	т	his cop	y to Dep	artment	of Rever	nue		<u> </u>			-				
Pa F	D. R. Book and age Number and ile Number te Recorded	Month	/ Day		Year										

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

#### PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-08-00000.00CE

THIS INDENTURE is made and entered into this	day o	of		
THIS INDENTURE is made and entered into this by and between Gondominium Association, Inc.	Owner, he	reinatter	referred	to
as GRANTOR(S), and LEE COUNTY, hereinafter refere	red to as GF	RANTEE.		

#### WITNESSETH:

- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.
- 2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.
- 3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of 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 shall 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 shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, shall 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 shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.
- 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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,
- 10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

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

x Dennis C. Bolonk	× Santage Comment
(Signature of 1 <sup>st</sup> Witness)	(Grantor's/Owner's Signature)
Name of 1st Witness)	· of fitting you to a spirit and
(Name of 1 <sup>st</sup> Witness)	(Grantor's/Owner's Name)
XP V Que (Signature of 2 <sup>nd</sup> Witness)	Title
(Name of 2 <sup>nd</sup> Witness)	
STATE OF FLORIDA ) COUNTY OF LEE ) SS:	
The foregoing instrument was signed a of Sept 2003 by THERE produced the following as identification personally known to me, and who did/did no	Who or is
Wianne M. Racine Notary Public Signature	
DIANNE M-RACINE	•
Printed Name of Notary Public	(Notary Seal & Commission Number)
	DIANNE M. RACINE  AN COMMISSION # DD 038713  EXPIRES: July 2, 2005



#### EXHIBIT "A"

#### DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE IV A CONDOMINIUM as recorded in O.R. Book 2061, Page 3072 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village IV A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (right-of-way varies); thence run S.34°19'37"W. along said Easterly right-of-way line for 7.94 feet to a point of curvature; thence run Southwesterly along said Easterly right-of-way line for 105.35 feet along the arc of a curve concave Southeasterly, with a radius of 415.83 feet, a delta of 14°30'55", a chord bearing of S.27°04'11"E. and a chord distance of 105.07 feet to the point of beginning of the herein described centerline; thence run S.79°20'55"E. for 154.45 feet to the point of terminus of said centerline.

Said parcel contains 3,088.1 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village IV A Condominium.

John B. Harris P.S.M. #4631

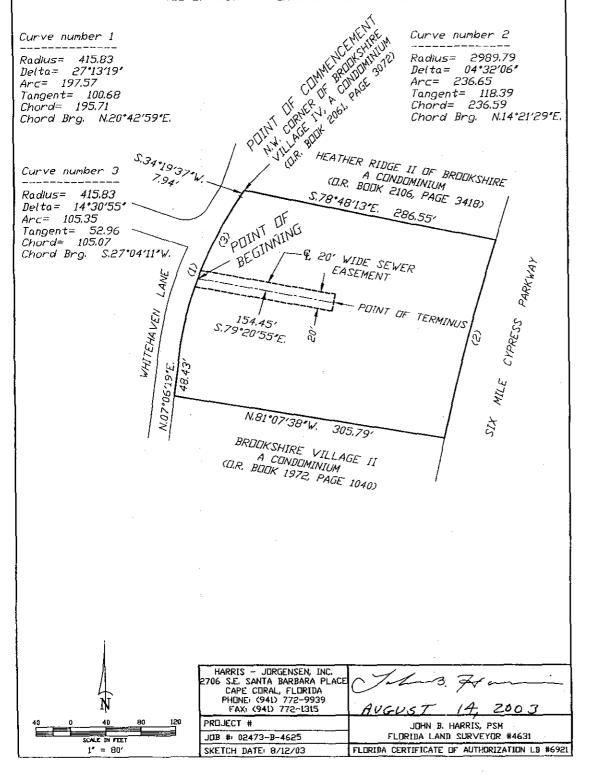
August 14, 2003

SKETCH DF

#### SEWER EASEMENT LYING IN BROOKSHIRE VILLAGE IV A CONDOMINIUM

SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST (CLR. BOOK 2061, PAGE 3072) LEE COUNTY, FLORIDA

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION!



#### DESCRIPTION:

A 20.00 foot wide sewer easement lying within Brookshire Village A Condominium, lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said 20 foot wide easement is described as follows:

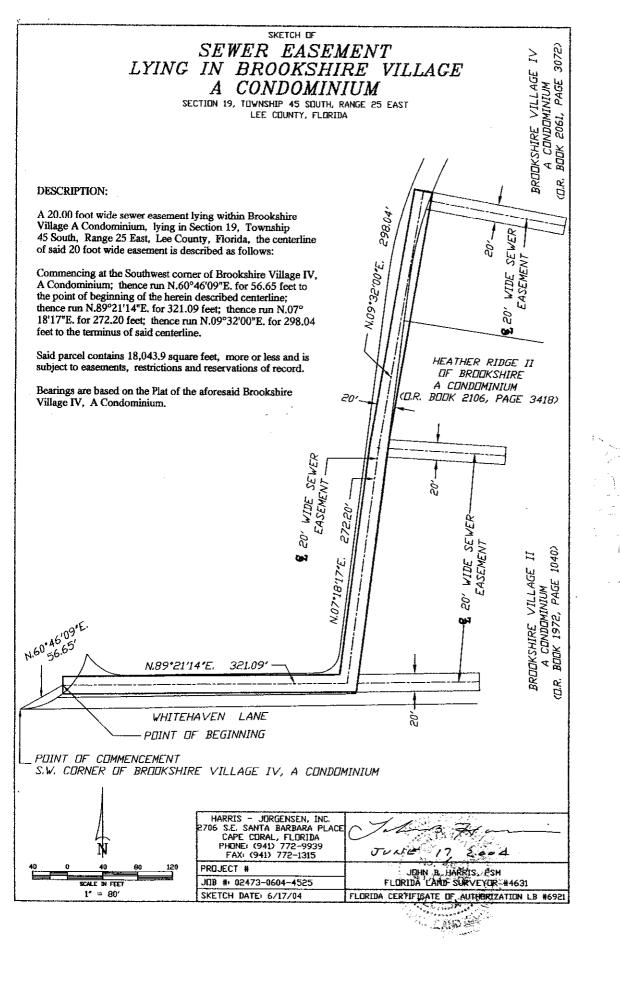
Commencing at the Southwest corner of Brookshire Village IV, A Condominium; thence run N.60°46'09"E. for 56.65 feet to the point of beginning of the herein described centerline; thence run N.89°21'14"E. for 321.09 feet; thence run N.07°18'17"E. for 272.20 feet; thence run N.09° 32'00"E. for 298.04 feet to the terminus of said centerline.

Said parcel contains 18,043.9 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the Plat of the aforesaid Brookshire Village IV, A Condominium.

John B. Harris

P.S.M. #4631



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# FLORIDA DEPARTMENT OF REVENUE

**FDOR10240300** 

				T IN REAL PROPERTY	DR-219 R. 07/98
Ш			ISTRUCTIONS BEFOR numbers as shown below.		ab and balance
1.	Parcel Identification Number	0 1 2 3 4		If typing, enter numbers a	
	(If Parcel ID not available please call County Property Appraiser's Office) →		1945251	2000000DA	
2.	Mark (x) all Multi-parcel that apply transaction		Transaction is a split or cutout from another parcel?	Proper with bu	ty was improved  iliding(s) at time  /transfer?
3.	Grantor (Seller):	EASEMENT DONAT	•		OOKSHIRE CONDO ASSN INC
c/	Last O BENSON'S INC, 1265	First	MI FT. MYERS	Corporate Name FL 33907	e (if applicable)
	Mailing Ac		City	State Zip Code	( ) Phone No.
4.		AZ, P.E., UTIL.	•		COUNTY COMMISSION
	P. O. BOX	First	MI FT. MYERS	Corporate Name FL 33902	
_	Mailing Ac		City	State Zip Code	<u> </u>
5.	Date of Sale/Transfer		Sale/Transfer Price	Proper	orty.
		\$	أ نيوا الله الوال	. 0 0 Prope	ed in Lee
	Month Day		nd to the nearest dollar.)		
6.	Type of Document Cont	tract/Agreement Cother Deed	<ol><li>7. Are any mortgage outstanding mort</li></ol>	es on the property? If "Yes",	YES / NO
	Warranty Quit	Claim d	(Round to the nearest do	· · · · · · · · · · · · · · · · · · ·	00
8.	To the best of your knowledg such as: Forced sale by court Sale of a partial or undivided in	order? Foreclosure pending?	? Distress Sale? Title defe	the sale/transfer cts? Corrective Deed? Minera	I rights? YES / NO
		$ _{\prime}$ $\neg$			
9.	Was the sale/transfer financed	? YES /NO I	f "Yes", please indicate ty	pe or types of financing:	
	Conventional	Seller Provided	Agreement or Contract for Deed	Other	
10.	Property Type: Residential Mark (x) all that apply	Commercial Industrial	Instituti Agricultural Miscellar		ant Acreage Timeshare
	To the best of your knowledge included in the sale/transfer? If amount attributable to the personal terms of t	f "Yes", please state the sonal property. (Round to the	YES / X N	o \$	
	Amount of Documentary Stamp			→! <u></u>	┚ <b>╌</b> ╄┈╶┈┞┤ <b>╷</b> ┞╣└╌
13.	If <u>no tax</u> is due in number 12, is	· ·		. ,,	YES / NO
ı	than the taxpayer, his/her	n i declare that I have read the declaration is based on a in	ie ioregoingreturn and than formation of which he/her	at the facts stated in it are true has any knowledge.	. If prepared by someone other
	Signature of Grantor or Gr	rantee or Agent	4- 97		Date 6 24 04
	WARNING, FAILURE TO FILE TH OTHER PENALTY IMPOSED BY	IIS RETURN OR ALTERNATIVE FORM THE REVENUE LAW OF FLORIDA.	MAPPROVED BY THE DEPARTM	ENT OF REVENUE SHALL RESULT IN	A PENALTY OF \$25,00 IN ADDITION TO ANY
	To be completed by t	the Clerk of the Circuit	Court's Office	Clerks	Date Stamp
	This copy to Proper	rty Appraiser			
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C	D. R. Book				
D-	and Sumbar				
Pa	and				
F	ile Number				
Dat	te Recorded				

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

FDOR10240300 DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

Enter numbers as shown below.

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 1. Parcel Identification Number (If Parcel ID not available

0123456789

#### 1945251200000000A

	please call Cour Appraiser's Office							194	52512	200	000	000	0A					
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C,	o BENSON'S	Last INC,	1265	O WHI:	<b>FEHALL</b>	First DR	FT.		MI S		FL	Corp	orate	Name (	if applicabl	e)		
4.	Grantee (Buyer)	RIC	ailing Ad CK DI.		P.E.,	UTIL	. DIR	City R. FOR	L	EE	State CO.	во	Zip <b>ARD</b>	Code <b>OF</b>	Phone N		MISS	ION
	P.	Last O.	вох	398		First	FT.		MI RS		FL	Corp		Name (	if applicable 239	e) <b>4798</b> :	181	
_			ailing Ad	dress				City		-	State			Code	Phone N			
5.	Date of Sale/Tra	ansfer			9	\$	Sale/Tra	ansfer Pric	c			^	^	Propert	y. 46	Count	y Code	
	Month	Day		Yea	ar	₹ (Rou	nd to the	e nearest o	dollar.)		•	U		Locate	in TO		,	
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	Warranty		for De Quit 0			•	(D	outstandi		٠,	alance <b>\$</b>	:					C	
	Deed		Deed					I to the nea		·	•						٠ ر	) ()
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9.	Was the sale/tra	nsfer fi	nanced?	YES		NO I	f "Yes",	please ind	icate type	or ty	pes of	finan	cing:					
	Convention	ıal		Seller P	rovided		-	eement or tract for De	ed		Oth	ner						
									Institution	al/								
10.	Property Type: Mark (x) all that apply	Resi	dential	Comm	ercial I	ndustrial	Agrico	ultural M	Viscellane	ous	Gov	ernm	ent	Vacan	t Acre	age T	imesha	re
11.	To the best of y	our kn	owledae	. was pe	ersonal o	roperty	YES	2	× NO	. 9	5						C	Cents
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	Under pena	lties of	perjury.	l declare	that I ha	ave read th	<b>()</b> forego	oing r <b>Ati</b> rn	and that	the fa	acts sta	ated in	n it are		-		ine othe	
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)ai	te Recorded	Month	/	Day	/	Year												
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This Instrument Prepared By: Lee County Utilities 1500 Monroe Street - 3<sup>rd</sup> Floor Fort Myers, Florida 33901

#### PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-12-00000.000A

THIS INDENTURE is made and entered into this day of	
THIS INDENTURE is made and entered into this day of_ by and between Condominium Association, Inc, Owner, herei	nafte referred to
as GRANTOR(S), and LEE COUNTY, hereinafter referred to as GRAN	NTEE.

#### WITNESSETH:

- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.
- 2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.
- 3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of 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 shall 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 shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

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- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, shall 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 shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.
- 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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,
- 10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

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

	•
x Burne L. Wells	x-77- e
(Signature of 1st Witness)	(Grantor's/Owner's Signature)
BARBARA L. WELLS	RICHARD J. HIGGINS JR
(Name of 1 <sup>st</sup> Witness)	Richard J. Hischild (Grantor's/Owner's Name)
X (islene (e. 4/web.).  (Signature of 2 <sup>nd</sup> Witness)	PRESIDENT HEATHER RIDGE I
(Signature of 2 <sup>nd</sup> Witness)	Title
ARUENE A. FREDEN (Name of 2 <sup>nd</sup> Witness)	
(Name of 2 <sup>nd</sup> Witness)	
STATE OF FL ) SS: COUNTY OF Lee )	. <del>/</del>
The foregoing instrument was signed an of Lugus 1 2013 by produced the following as identification personally known to me, and who did with mo	nd acknowledged before me this 2/2 day who or is
Notary Public Signature  JANIER M Voss  Printed Name of Notary Public	JANICE M VOSS MY COMMISSION #DD204729 EXPIRES: APR 21, 2007 Bonded through Advantage Notary

(Notary Seal & Commission Number)

### EXHIBIT "A"

#### DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM as recorded in O.R. Book 2011, Page 824 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

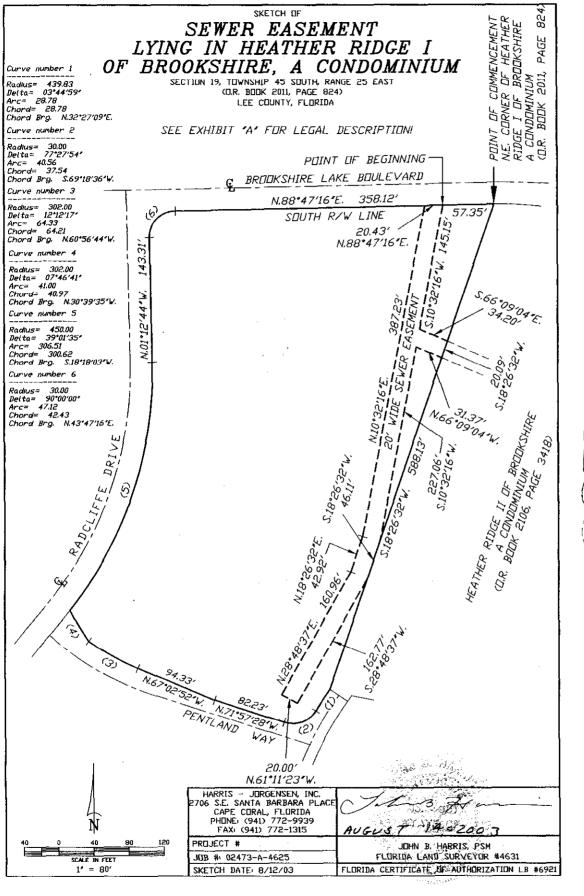
Commencing at the Northeast corner of the aforesaid Heather Ridge I Of Brookshire, A Condominium, said point lying on the Southerly right-of-way line of Brookshire Lake Boulevard (rightof-way varies); thence run S.88°47'16"W. along said Southerly right-of-way line for 57.35 feet to the point of beginning; thence run S.10°32'16"W. for 145.15 feet; thence run S.66°09'04"E. for 34.20 feet to a point on the Easterly boundary of the aforesaid Heather Ridge I Of Brookshire, A Condominium; thence run S.18°26'32"W. along said Easterly boundary line for 20.09 feet; thence run N.66°09'04"W. for 31.37 feet; thence run S.10°32'16"W. for 227.06 feet to a point on the Easterly boundary of the aforesaid Heather Ridge I Of Brookshire, A Condominium; thence run S.18°26'32"W. along said Easterly boundary line for 46.11 feet; thence run S.28°48'37"W. for 162.77 feet; thence run N.61°11'23"W. for 20.00 feet; thence run N.28°48'37"E. for 160.96 feet; thence run N.18°26'32"E. for 42.92 feet; thence run N.10°32'16"E. for 387.23 feet to a point on the Southerly right-of-way line of the aforesaid Brookshire Lake Boulevard; thence run N.88°47' 16"E. along said Southerly right-of-way line for 20.43 feet to the point of beginning.

Said parcel contains 12,583.2 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Heather Ridge I Of Brookshire, A Condominium.

John B. Harris P.S.M. #4631

August 14, 2003





# FLORIDA DEPARTMENT OF REVENUE

FDOR10240300 DR-219

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J.	Grantor (Seller)	): Last		First		MI			Corporate Na	me (if applicable	·)	
C/	O BENSON'S			DR	FT.	MYERS		FL	3390			
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5.	Date of Sale/Tr	Mailing A	ddress	S		City Isfer Price		State	Zip Co	de Phone No	).	
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(If Parcel ID not available

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

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

FDOR10240300 DR-219 R. 07/98

Parcel Identification Number

Enter numbers as shown below. If typing, enter numbers as shown below.

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0123456789

#### 1945251200000000A

	please call Coun Appraiser's Office							194	452	5120	000	0000	)A						
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	Convention	al		Seller F	Provided			eement on tract for			Ot	her							
10.	Property Type: Mark (x) all that apply	Resi	dential	Comm	ercial	Industrial	Agric	cuitural		utional/ llaneous	Gov	vernme	ent \	/acan	t A	crea	ge T	imeshar	re
	To the best of y included in the sa amount attribute Amount of Document	ale/tra	nsfer? If " the perso	Yes", pl nal pro	ease sta	ite the	YE: e neares	_		NO →	\$ \$		(	0.0	0			. 0	ents 0
13.	If <u>no tax</u> is duc in	numb	er 12, is o	deed ex	cempt fro	om Docum	entary S	tamp Tax	c under	s. 201.0	02(6), F	lorida 9	Statutes	?		ΥE	S		NO
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	т	his c	opy to	Depa	rtmen	t of Rev	enue												
Pá	O. R. Book and age Number and File Number ate Recorded	Montil		Day	/_	Year													

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

1- --

#### PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-12-00000.000A

	is made and entered into this		y of	· 	,,
by and between _Condomin	Ridge II of Brookshire	, ປົwner,	hereinafter	referred	to
	COUNTY, hereinafter refer				

#### WITNESSETH:

- 1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.
- 2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.
- 3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of 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 shall 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 shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, shall 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 shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.
- 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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,
- 10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

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

X	X Dand   Lunch Trulle (Grantor's/Owner's Signature)
(Signature of 1 <sup>st</sup> Witness)	(Grantor's/Owner's Signature)
HOWARD HREN (Name of 1st Witness)	DAVID J. LIONETT
(Name of 1 <sup>st</sup> Witness)	(Grantor's/Owner's Name)
R D VO	PRESIDENT Title
(Signature of 2 <sup>nd</sup> Witness)	Title
BUNITA VANDALL	
(Name of 2 <sup>nd</sup> Witness)	
STATE OF PURIDA ) COUNTY OF LEE ) SS:	-72.
The foregoing instrument was signed a	and acknowledged before me this 29 day
of SEPTEMBER 2003 by DAVID produced the following as identification	i. LIONETT who or is
personally known to me, and who did/did no	
Rianne M. Raine	
Notary Public Signature	
DIANNE M. RACINE	
Printed Name of Notary Public	(Notary Seal & Commission Number)



### EXHIBIT "A"

#### DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of HEATHER RIDGE II OF BROOKSHIRE, A CONDOMINIUM as recorded in O.R. Book 2106, Page 3418 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

Commencing at the Northeast corner of the aforesaid Heather Ridge II Of Brookshire, A Condominium, said point lying on the Southerly right-of-way line of Brookshire Lake Boulevard (rightof-way varies); thence run N.61°59'33"W. along said Southerly right-of-way line for 147.49 feet to the point of beginning; thence run S.23°49'44"W. for 359.71 feet; thence run S.17°09'08"W. for 211.16 feet; thence run N.72°50'52"W. for 20.00 feet; thence run N.17°09'08"E. for 212.33 feet; thence run N.23°49'44"E. for 141.14 feet; thence run N.66°09'04"W. for 156.40 feet to a point on the Westerly boundary of the aforesaid Heather Ridge II Of Brookshire, A Condominium; thence run N.18°26'32"E. along said Westerly boundary line for 20.09 feet; thence run S.66°09'04"E. for 158.28 feet; thence run N.23°49'44"E. for 200.94 feet to a point on a curve on the Southerly right-of-way line of the aforesaid Brookshire Lake Boulevard; thence run Southeasterly along said Southerly right-of-way line for 13.93 feet along the arc of a curve concave Southwesterly, with a radius of 378.53 feet, a delta of 02°06'30", a chord bearing of S.63°02' 48"E. and a chord distance of 13.93 feet to a point of tangency; thence run S.61°59'33"E. along said Southerly right-of-way line for 6.11 feet to the point of beginning.

Said parcel contains 14,601 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Heather Ridge II Of Brookshire, A Condominium.

John B. Harris

P.S.M. #4631

August 14, 2003

SKETCH OF SEWER EASEMENT LYING IN HEATHER RIDGE II POINT OF COMMENCEMENT
N.E. CORNER OF HEATHER
RIDGE II OF BROOKSHIRE
A CONDOMINIUM
(O.R. BOOK 2106, PAGE 3418) OF BROOKSHIRE, A CONDOM
SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST
(C.R. BOOK 2106, PAGE 3418) CONDOMINIUM LEE COUNTY, FLORIDA SEE EXHIBIT "A" FOR LEGAL DESCRIPTION! POINT OF BEGINNING TOWARD N.88°47′16°E Curve number 1 N61:39:33.W. Radius= 378.53 Radius 27'06'41' Arc= 179.11 Tangent= 91.27 Chord= 177.45 Chord Brg. S.77\*39'24'E. Radius= 378.53 Delta= 02°06'30' Arc= 13.93 Chord= 13.93 J. 67 5 33 E. C.B. S.63°02'48'E. SOUTHERY P. V. LINE. HEATHER RIDGE ! OF BROOKSHIRE OR. BOOK 2011, PAGE 824) 5.66°09'04'E 66.09.04.W. 1.55.40.22 W 72°50'52°W. 20.00-N.78°48'13'W. 286,55 HARRIS – JÜRGENSEN, INC. 706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHUNEL (941) 772–9939 FAXI (941) 772–1315 AUGUST PROJECT # JOHN B. HÁRRIS, PSM FLORIDA LAND SURVEYOR #4631 JOB # 02473-D-4625 LE IN FEET FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921 SKETCH DATE: 8/12/03 1" = 80"

TO: LEE COUNTY FINANCE DEPARTMENT		
FROM: UTILITIES ENGINEERING	BS	20040745-UTL
(Department)		
SUE GULLEDGE		
A. AUTHORIZATION:		
This transmittal authorizes the UTIL • ENGINEERING office to incur expenses for filing/record against:	_	
Purchase Order # for BROOKSHIRE VILLAGE project ACCOUNT NO. OD5360748700.504930 EASEMENT:	et. BROOKSHIRE VILLAGE C	ONDO ASSN INC.
ORIGINAL EASEMENTS TO MINUTES AFTER RECORDING, WITH COPIES TO SUE GULLEDGE, UTILITIES		Lledge Signature Authorization
:		W-Wip.
B. SERVICE RECEIVED: EASEMENTS (5)		
O. R. COPIES		
PLAT COPIES		
CASE # INDEX FEE		
DESCRIPTION OF SERVICE RECORDING		
AMOUNT OF FEE INCURRED \$		
(date)	(DEPUTY CLERK)	
THIS FORM GOES TO CASHIER WITH RE	(CUSTOMER) (DEPT.) EGULAR RECEIPT ATTACHED	
C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)		
REC'D		
ENTERED		
CUST. #		
INV. #		
PI FASE REMITTO: Clerk's Accounting		

P.O. BOX 2396

FORT MYERS, FLORIDA 33902-2396