

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

Blue Sheet No. 20050911-UTL

1. Action Requested/Purpose:

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

2. What Action Accomplishes:

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

3. Management Recommendation:

Lee County Utilities requests that the County Manager's office recommend approval of this item.

4. Departmental Category: 10

CIOF

5. Meeting Date:

08-02-2005

6. Agenda:

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

7. Requirement/Purpose (specify)

- Statute
- Ordinance
- Admin. Code
- Other

Approval

8. Request Initiated:

Commissioner _____
 Department **Public Works**
 Division **Utilities**
 By: *[Signature]* **6/23/05**
Rick Diaz / P. E., Utilities Director

9. Background:

This project is located within the former Gulf Environmental Services' service area, therefore 'Permission to Construct' was not granted by the Board and there is no previous Blue Sheet number.

The installation has been inspected for conformance to the Lee County Utilities Operations Manual.

Satisfactory pressure testing of the force main has been completed.

Record Drawings have been provided.

Engineer's Certification of Completion has been provided---copy attached.

Project location map---copy attached.

Warranty has been provided---copy attached.

Waiver of lien has been provided---copy attached.

Certification of Contributory Assets has been provided---copy attached

Connection/Capacity fees will be paid as each parcel develops and/or requests service.

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

SECTION 08 TOWNSHIP 46S RANGE 25E DISTRICT # 5 COMMISSIONER ALBION

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> Lavender Date: <i>6-24-05</i>	N/A	N/A	<i>A.C.</i> T. Osterhout Date: <i>6/23</i>	S. Coovert Date:	<i>P.H.</i> <i>6/21/05</i>	<i>MF</i> <i>6/27/05</i>	<i>KS</i> <i>6/27/05</i>	<i>[Signature]</i> Lavender Date: <i>6-24-05</i>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: *6/24/05*
 Time: _____
 Forwarded To: *[Signature]*
6/24/05

RECEIVED BY
 COUNTY ADMIN:
6-24-05
4 pm
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
6/24/05
[Signature]

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "Chason Investments, LLC", owners of record, to make a contribution to Lee County Utilities of sewer facilities (force main extension), serving **"ALICO-JEAN STREET FORCE MAIN"**; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$77,200.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

- Commissioner Janes: _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah: _____ (3)
- Commissioner Hall: _____ (4)
- Commissioner Albion: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____,

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

LETTER OF COMPLETION

DATE: 11/16/2004

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

Gentlemen:

This is to certify that the **sanitary sewer** system located in
Alico Jean Street Force Main
(Name of Development)

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

Upon completion of the work, we observed the following successful tests of the facilities:
Pressure Test(s) - Force Main

Very truly yours,

David Douglas, P.E. - David Douglas Associates, Inc.
(Owner or Name of Corporation)



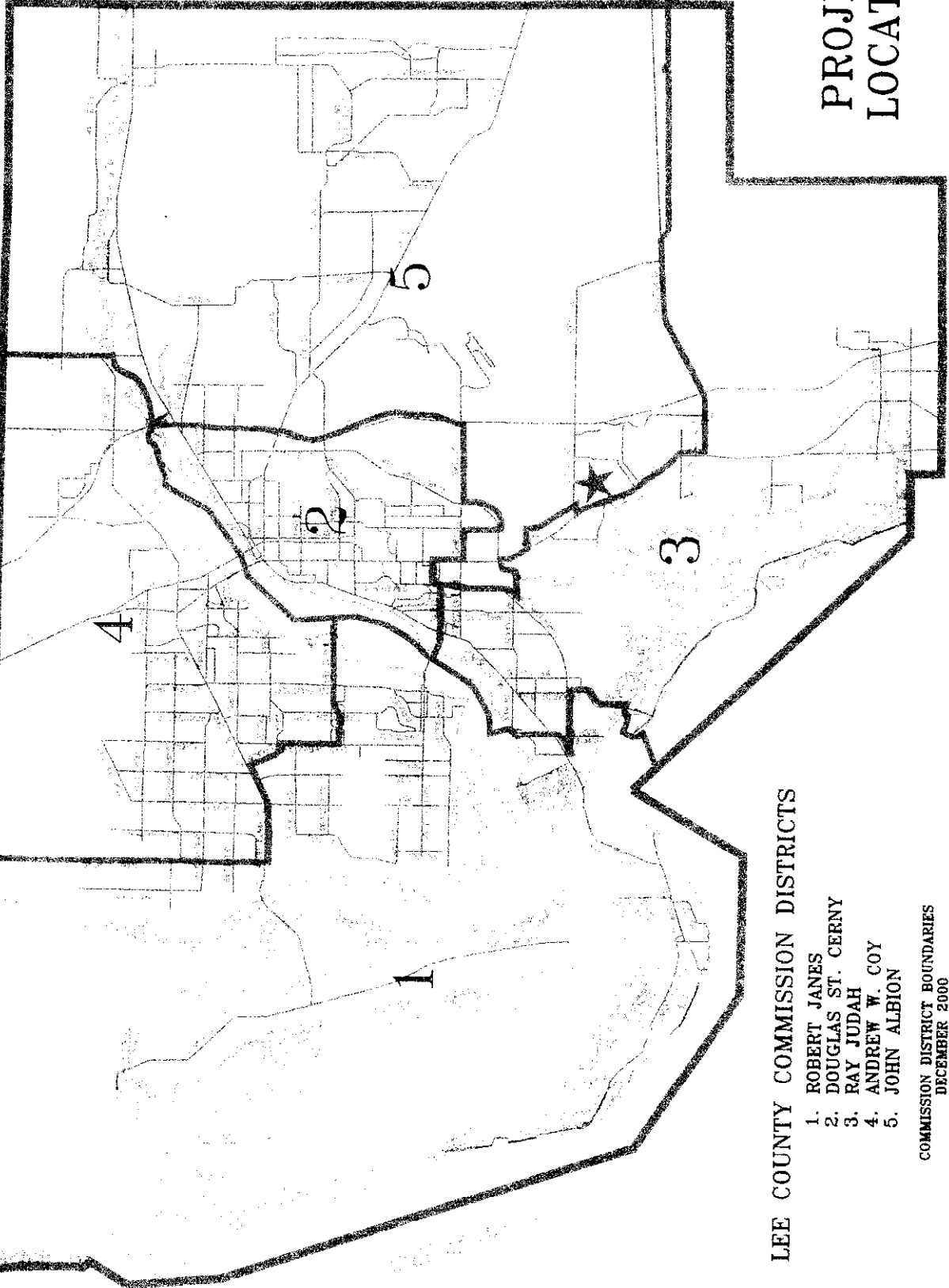
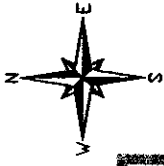
(Signature)

Vice President
(Title)

(Seal of Engineering Firm)



ALICO/JEAN STREET FORCE MAIN - MCMAHON PROJECT
08-46-25-00-00003.0080 7500 ALICO ROAD
COMMISSION DISTRICT #5 - ALBION



LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

ALICO-JEAN STREET FORCE MAIN - MCMAHON PROJECT

COMMISSION DISTRICT #5 - ALBION

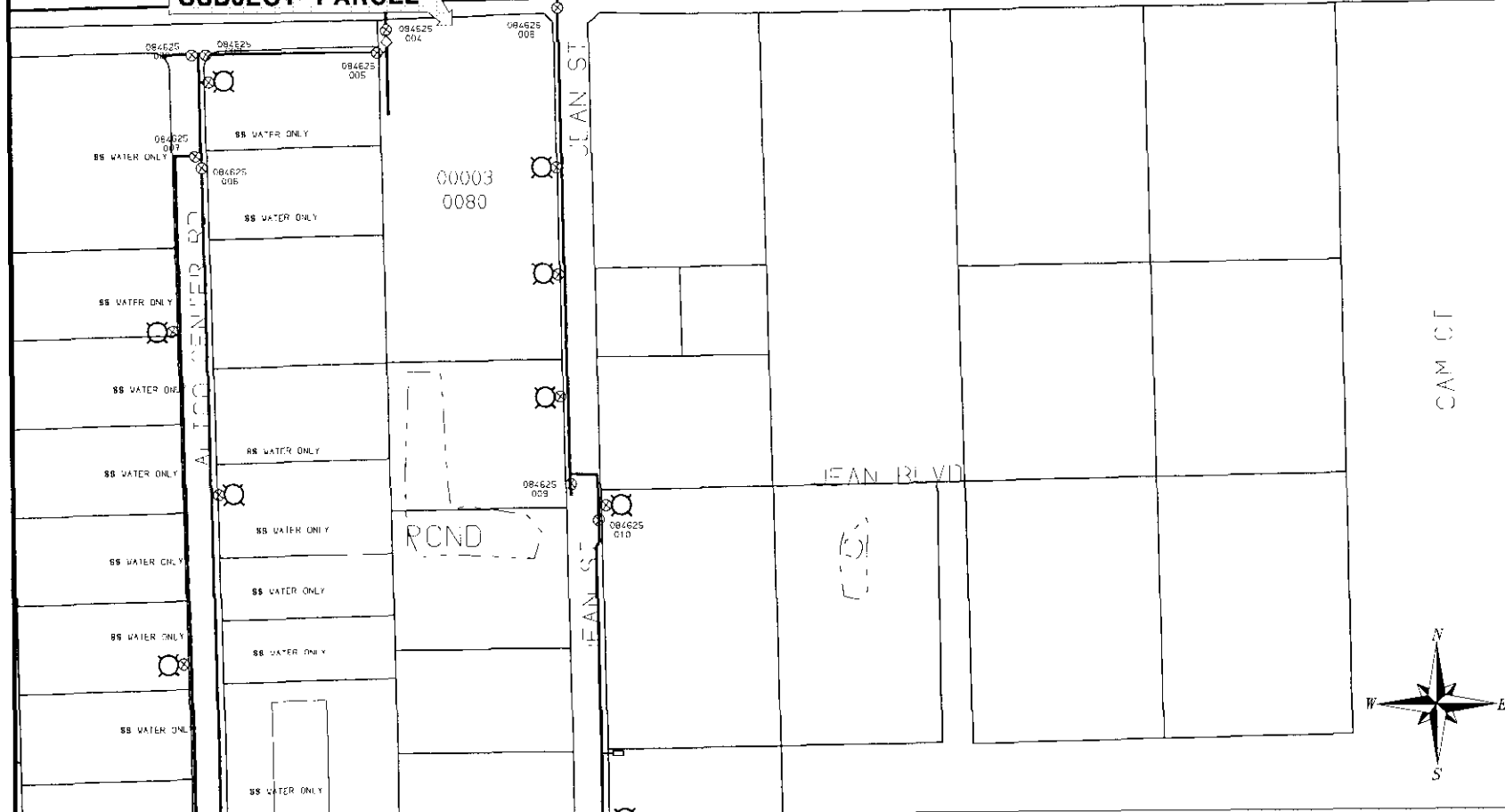
GATOR RD

ALICO RD

ALICO RD

ALICO RD

SUBJECT PARCEL



08-46-25-00-00003.0080 7500 ALICO RD

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the

SEWER systems of (Name of Development ALICO/JEAN STREET FORCEMAIN

ALICO/JEAN STREET FORT MYERS, FL

STRAP # 08-46-25-00-00003.0000

to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

CHRISTO, INCORPORATED
(NAME OF OWNER OR CONTRACTOR)

BY: *Robert A. Keiling*
(SIGNATURE & TITLE) **ROBERT A. KEILING-PRESIDENT**

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 20TH day of

OCTOBER, 20 04 by ROBERT A. KEILING who has produced
(Print or Type Name)

PERSONALLY KNOWN TO ME as identification, and who (did) (did not) take an oath.
(Type of Identification and Number)

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

DD 261445 JAN. 6, 2008
Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

(NOTARY SEAL)



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

The undersigned lienor, in consideration of the final payment in the amount
Of SEVENTY SEVEN THOUSAND TWO HUNDRED DOLLARS AND NO/100 (\$ 77,200.00)

Hereby waives and releases its lien and right to claim a lien for labor, service, or materials

Furnished to CHASON INVESTMENTS, LLC on the job
(Insert name of your customer)

Of CHASON INVESTMENTS, LLC to the following describe
(Insert name of the owner)

Property: ALICO/JEAN STREET FORCEMAIN
(Name of Development/Project)

SEWER SEE CERTIFICATION OF CONTRIBUTORY ASSETS
(Facilities Constructed)

ALICO/JEAN STREET FORT MYERS, FL
(Project Location)

STRAP# 08-46-25-00-00003.0000

Dated on OCTOBER 20, 2004

By: *Robert A. Keiling*
(Signature of Authorized Representative)

By: ROBERT A. KEILING
(Print Name of Authorized Representative)

Title: PRESIDENT

Phone #: 239-997-2823

CHRISTO, INCORPORATED
(Name of Firm or Corporation)

4461-B HANCOCK BRIDGE PKWY
(Address)

N. FORT MYERS, FL 33903
(City, State & Zip)

Fax#: 239-997-4672

State of FLORIDA
County of LEE

The foregoing instrument was signed and acknowledged before me this 20TH day of OCTOBER

2004, by Robert A. Keiling, who produced personally known to me as identification or who is personally

Known to me, and who did/did not take an oath.

NOTARY SEAL
MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DU 261445

Notary Public: *Mark K. Nottingham*
(Signature)
Notary Public Name: MARK K. NOTTINGHAM
(Print)
My Commission Expires: JAN. 6, 2008



CERTIFICATION OF CONTRIBUTORY ASSETSPROJECT NAME: ALICO / JEAN STREET FORCEMAINLOCATION: ALICO, JEAN STREET FORT MYERS, FLSTRAP# 08-46-25-00-00003.0000

(Including STRAP)

NAME AND ADDRESS OF OWNER: CHASON INVESTMENTS, LLC17135 JEAN STREET FORT MYERS, FL 33912

(as shown on Deed)

TYPE UTILITY SYSTEM: SEWER

(List water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

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

ITEM	SIZE	QUANTITY/UNIT	COST	TOTAL
HDPE DR-11	10"	54 LF	150.00	8100.00
HDPE DR-11	6"	322 LF	30.00	9660.00
HDPE DR-11	4"	73 LF	25.00	1825.00
STEEL CASING	16"	120 LF	130.00	15600.00
PVC C-900, DR-18	6"	336 LF	30.00	10080.00
PVC C-900, DR-18	8"	3 LF	100.00	300.00
PVC C-900, DR-18	4"	609 LF	25.00	15225.00
45degree BENDS	8"	2 EA	1000.00	2000.00
MJ REDUCER	8" X 6"	1 EA	1000.00	1000.00
MJ REDUCER	6" X 4"	1 EA	1000.00	1000.00
MJ WYE	6" X 6"	2 EA	500.00	1000.00
MJ WYE	4" X 4"	2 EA	500.00	1000.00
PLUG VALVE	6"	2 EA	1500.00	3000.00
PLUG VALVE	4"	2 EA	900.00	1800.00
MJ CAP	6"	2 EA	500.00	1000.00
MJ CAP	4"	2 EA	500.00	1000.00
MJ SLEEVE	6"	1 EA	1610.00	1610.00
MJ SLEEVE	4"	2 EA	1000.00	2000.00

\$ 77,200.00

TOTAL AMOUNT





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



FDOR10240300
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0123456789

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

08462500000030190

2. Mark (x) all
 that apply

Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller):

EASEMENT #1 DONATION BY:

EVERETT L. WAID, JR.

Last First MI Corporate Name (if applicable)
 631 ESTERO BLVD FT. MYERS BEACH FL 33931

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

8 / 2 / 2005 \$

Sale/Transfer Price

\$10 . 00

Property
 Located In

Lee

6. Type of Document

Contract/Agreement
 for Deed Other
 Warranty Deed
 Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:
 (Round to the nearest dollar.) \$

YES / NO
 . 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional _____ Seller Provided _____ Agreement or
 Contract for Deed _____ Other _____

10. Property Type:
 Mark (x) all
 that apply

Residential _____ Commercial _____ Industrial _____ Agricultural _____ Institutional/
 Miscellaneous _____ Government _____ Vacant _____ Acreage _____ Timeshare _____

11. To the best of your knowledge, was personal property
 included in the sale/transfer? If "Yes", please state the
 amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO \$

\$. 00

12. Amount of Documentary Stamp Tax

70

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES / NO

I, the taxpayer, declare under penalty of perjury that the information on this return is true and correct to the best of my knowledge and belief, and that I am not aware of any information which would lead me to believe that the taxpayer is not so declared.

Signature of Grantor or Grantee or Agent

Date

6/23/05

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

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9 0123456789
 08462500000030190

2. Mark (x) all
 that apply Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller):

EASEMENT #1 DONATION BY:

EVERETT L. WAID, JR.

Last First MI Corporate Name (if applicable)
631 ESTERO BLVD FT. MYERS BEACH FL 33931

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

4. Grantee (Buyer):

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 2394798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

8 2 2005 \$ \$10 .00 Property Located In **46** County Code

6. Type of Document
 Warranty Deed

Contract/Agreement for Deed Other
 Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:
 (Round to the nearest dollar.) \$ **.00**

YES NO
.00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:
 Mark (x) all
 that apply

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES NO \$ **.00**
 \$ **0.70**

12. Amount of Documentary Stamp Tax

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES NO

Signature of Grantor or Grantee or Agent

Date **6/23/05**

To be completed by the Clerk of the Circuit Court's Office

Clerks Date Stamp

This copy to Department of Revenue

O. R. Book
 and
 Page Number
 and
 File Number

Date Recorded

Month Day Year

This copy to Department of Revenue



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



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 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9 0123456789

08462500000030080

2. Mark (x) all
 that apply Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller): **EASEMENT #2 DONATION BY: WILLIAM P. McMAHON, TR.**

Last First MI Corporate Name (if applicable)
670 MASON RIDGE CENTER DR. #220 ST. LOUIS MO 63141

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

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price Property Located In
8 / 2 / 2005 \$ \$10 . 00 Lee

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

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

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

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

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

12. Amount of Documentary Stamp Tax \$ 70

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES / NO

Signature of Grantor or Grantee or Agent Date: **6/23/05**

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

This copy to Property Appraiser



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



FDOR10240300
DR-219
R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0123456789

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

08462500000030080

2. Mark (x) all
that apply Multi-parcel
transaction? →

Transaction is a split
or cutout from
another parcel? →

Property was improved
with building(s) at time
of sale/transfer? →

3. Grantor (Seller):

EASEMENT #2 DONATION BY:

WILLIAM P. McMAHON, TR.

Last First MI Corporate Name (if applicable)
670 MASON RIDGE CENTER DR. #220 ST. LOUIS MO 63141

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

4. Grantee (Buyer):

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 2394798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

Property Located In 46 County Code

8 2 2005 \$ \$10 . 00
Month Day Year (Round to the nearest dollar.)

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

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

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

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

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

12. Amount of Documentary Stamp Tax **0.70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES NO

Under penalty of perjury, I declare that I am the grantor or agent of the grantor and that the information provided on this return is true and correct to the best of my knowledge and belief. I understand that this return is based on the information of which I have knowledge and belief.

Signature of Grantor or Officer or Agent  Date **6/23/05**

To be completed by the Clerk of the Circuit Court's Office

Clerks Date Stamp

This copy to Department of Revenue

O. R. Book
and
Page Number
and
File Number

Date Recorded

Month / Day / Year

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



FDOR10240300
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(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9 0123456789

08462500000030170

2. Mark (x) all
that apply

Multi-parcel
transaction? →

Transaction is a split
or cutout from
another parcel? →

Property was improved
with building(s) at time
of sale/transfer? →

3. Grantor (Seller):

EASEMENT #3 DONATION BY:

ALICO ROAD, LLC

Last First MI Corporate Name (if applicable)
4442 ARNOLD AVE NAPLES FL 34104

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

Property
Located In

8 / 2 / 2005 \$

\$10 . 00

Lee

Month Day Year (Round to the nearest dollar.)

6. Type of Document

Contract/Agreement
for Deed Other
Warranty
Deed Quit Claim
Deed

7. Are any mortgages on the property? If "Yes",
outstanding mortgage balance:

YES / NO
\$. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or
Contract for Deed Other

10. Property Type:
Mark (x) all
that apply

Residential Commercial Industrial Agricultural Institutional/
Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property
included in the sale/transfer? If "Yes", please state the
amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO \$

Cents
. 00

12. Amount of Documentary Stamp Tax

\$. 70

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES / NO

When notaries public are used, the notary must have read the foregoing return and transferred the same to the
taxpayer for his/her signature and acknowledgment, or which neither has any notary power.

Signature of Grantor or Grantee or Agent

Date

6/23/05

To be completed by the Clerk of the Circuit Court's Office

Clerks Date Stamp

This copy to Property Appraiser

O. R. Book
and
Page Number
and
File Number

Date Recorded

Month Day Year

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

1. Parcel Identification Number
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 please call County Property
 Appraiser's Office) →

0 1 2 3 4 5 6 7 8 9

0123456789

08462500000030170

2. Mark (x) all
 that apply

Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller):

EASEMENT #3 DONATION BY:

ALICO ROAD, LLC

Last First MI
 4442 ARNOLD AVE

NAPLES

FL

34104

Corporate Name (if applicable)

4. Grantee (Buyer):

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

Last First MI
 P. O. BOX 398

FT. MYERS

FL

33902

(2394798181)

Corporate Name (if applicable)

5. Date of Sale/Transfer

8 2 2005 \$

Sale/Transfer Price

\$10

. 00

Property Located In

46

County Code

Month Day Year

(Round to the nearest dollar.)

6. Type of Document

Contract/Agreement
 for Deed

Other

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:

YES

NO

Warranty
 Deed

Quit Claim
 Deed

(Round to the nearest dollar.) \$

. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer

such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES

NO

9. Was the sale/transfer financed? YES

NO If "Yes", please indicate type or types of financing:

Conventional

Seller Provided

Agreement or
 Contract for Deed

Other

10. Property Type:

Residential

Commercial

Industrial

Agricultural

Institutional/
 Miscellaneous

Government

Vacant

Acreage

Timeshare

Mark (x) all
 that apply

11. To the best of your knowledge, was personal property

included in the sale/transfer? If "Yes", please state the
 amount attributable to the personal property. (Round to the nearest dollar.)

YES

NO

\$

Cents

. 00

\$

0.70

12. Amount of Documentary Stamp Tax

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES

NO

under penalty of perjury, under oath, declare that the foregoing return and that the facts stated therein were prepared by someone other
 than the taxpayer. This declaration is based on the information on which the return is based and on the best knowledge

Signature of Grantor or Grantee, or Agent

Date

6/23/05

To be completed by the Clerk of the Circuit Court's Office

Clerks Date Stamp

This copy to Department of Revenue

O. R. Book
 and

Page Number
 and

File Number

Date Recorded

Month Day Year

This copy to Department of Revenue



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



FDOR10240300
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9 0123456789

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

08462500000030000

2. Mark (x) all
 that apply Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller):

EASEMENT #4 DONATION BY:

CHASON INVESTMENTS, LLC

Last First MI Corporate Name (if applicable)
17135 JEAN ST. **FORT MYERS** **FL** **33912** ()

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI Corporate Name (if applicable)
P. O. BOX 398 **FT. MYERS** **FL** **33902** (**2394798181**)

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

8 / 2 / 2005
 Month Day Year

\$ 10 . 00
 (Round to the nearest dollar.)

Property Located In **Lee**

6. Type of Document

Contract/Agreement
 for Deed Other
 Warranty
 Deed Quit Claim
 Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:
 (Round to the nearest dollar.) \$ **. 00**

YES / NO
. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or
 Contract for Deed Other

10. Property Type:
 Mark (x) all
 that apply

Residential Commercial Industrial Agricultural Institutional/
 Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property
 included in the sale/transfer? If "Yes", please state the
 amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO \$ **. 00**

12. Amount of Documentary Stamp Tax

\$ **. 70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES / NO

Under penalty of perjury, I declare that the facts and figures herein are true and correct to the best of my knowledge and belief, and that the value shown is not less than the fair market value of the property as of the date of sale/transfer, and that the value shown is not less than the fair market value of the property as of the date of sale/transfer, and that the value shown is not less than the fair market value of the property as of the date of sale/transfer.

Signature of Grantor or Grantee or Agent

Date **6/23/05**

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

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

08462500000030000

2. Mark (x) all that apply
 Multi-parcel transaction? →

Transaction is a split
 or cutout from
 another parcel? →

Property was improved
 with building(s) at time
 of sale/transfer? →

3. Grantor (Seller):

EASEMENT #4 DONATION BY:

CHASON INVESTMENTS, LLC

Last Mailing Address
17135 JEAN ST.

First City MI
FORT MYERS

State Zip Code Phone No.
FL 33912

4. Grantee (Buyer):

Last Mailing Address
RICK DIAZ, P.E. UTIL. DIRECTOR

City State Zip Code Phone No.
FOR LEE CO. BD. OF CO. COMMISSIONERS

Last Mailing Address
P. O. BOX 398

First City MI
FT. MYERS

State Zip Code Phone No.
FL 33902 (239) 4798181

5. Date of Sale/Transfer

8 2 2005
 Month Day Year

Sale/Transfer Price

\$10

. 00

Property Located In **46** County Code

6. Type of Document

Contract/Agreement for Deed Other
 Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:

YES NO
. 00

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES NO

9. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES NO \$

\$

0.70

Cents
. 00

12. Amount of Documentary Stamp Tax

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES NO

Under the terms of the Florida Deed and Document Recording Act, a deed is not enforceable until the full amount of the documentary stamp tax is paid. The tax is due at the time of recording and is payable by the grantor or grantee, as shown on the tax stamp. The tax is not refundable. If the tax is not paid, the deed is void and the property will be sold to satisfy the tax. The tax is due on the date of recording and is payable by the grantor or grantee, as shown on the tax stamp.

Signature of Grantor or Grantee or Agent

Date

6/23/05

To be completed by the Clerk of the Circuit Court's Office

Clerks Date Stamp

This copy to Department of Revenue

O. R. Book
 and
 Page Number
 and
 File Number

Date Recorded

Month / Day / Year

This copy to Department of Revenue

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

V#111463
BS 20050911

SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/record against:

Purchase Order # N/A for ALICO-JEAN STREET FORCE MAIN project.
ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT T MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTILITIES



SUE GULLEDGE Signature Authorization

- 1) EVERETT L. WAID, JR. 6-23-05
- 2) WILLIAM P. McMAHON, TR.
- 3) ALICO ROAD, LLC
- 4) CHASON INVESTMENTS LLC

B. SERVICE RECEIVED: RECORDING EASEMENTS:

O. R. COPIES

PLAT COPIES

CASE # INDEX FEE

RECORDING

DESCRIPTION OF SERVICE

AMOUNT OF FEE INCURRED \$

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D
ENTERED
CUST. # 500283
INV. #

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396

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

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

THIS SPACE RESERVED FOR RECORDING

PERPETUAL PUBLIC UTILITY SPECIAL LIMITED EASEMENT GRANT #1

THIS INDENTURE is made and entered into this _____ day of _____, by and between EVERETT L. WAID, JR., Owner, hereinafter referred to as "GRANTOR", and LEE COUNTY, hereinafter referred to as "GRANTEE".

WITNESSETH:

1. For and in consideration of irrevocably granting, permitting, allowing and/or consenting GRANTOR to now, or in the future, the right, privilege and authority to construct, install, use and/or have access to:

- a. Non-Lee County Utilities (LCU) specified lift station (a "private lift station") for private connection to the GRANTEE's force main sewer utility service at the southern boundary line of the Public Utility Easement (PUE) as defined herein; and,
- b. Chain link fence within the PUE as further described herein; and,
- c. Bushes, shrubs, and other landscape plantings and materials, but not trees, within the PUE; and,
- d. 12" water line stub-out to the southern boundary line of the PUE for industrial and fire line use on GRANTOR's property; and,
- e. "Jersey Barriers" within the PUE for product separation purposes.

In addition to other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a special limited perpetual public utility easement situated in Lee County, Florida, but only to the extent within

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

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 within the subject special easement as described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, and repair said system so long as within the physical boundaries of the area as further described in Exhibit "A". GRANTOR also grants to the GRANTEE the right to trim and remove roots, trees, shrubs, bushes and plants, and remove fences, jersey barriers, or other improvements to the extent necessary to maintain and/or repair the operation of lines, mains and/or utility facilities so long as the same is within the physical boundaries of the easement as described in Exhibit "A". In such event that GRANTEE so desires to take such future actions within the PUE, GRANTEE shall provide GRANTOR at least seventy-two (72) hours advance notice of its intentions, unless a result of an emergency condition and in such case as much notice as reasonably possible under the circumstances.

3. 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.

4. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

5. GRANTEE will have reasonable right of access traveling directly from Alico Road across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. However, GRANTEE does not have the right to travel across or otherwise occupy GRANTOR's property within or outside the PUE for any other purposes other than as specified in paragraph 2 above, including without limitation for temporary construction purposes of Alico Road improvements, widening, and/or other improvement. Any damage to GRANTOR's property or improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs of the utilities located within the described easement shall be restored by GRANTEE at its sole cost, to the condition in which it existed prior to the damage.

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

7. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)

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

[Handwritten Signature]

[1st Witness' Signature]

Thomas A. Wilson

[Type or Print Name]

April School

[2nd Witness' Signature]

April School

[Type or Print Name]

BY:

[Handwritten Signature]

[Signature Grantor's/Owner's]

[Handwritten Name]

[Type or Print Name]

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this 10th day of April 2006, by Thomas A. Wilson who produced the following as identification [Handwritten ID] or is personally know to me, and who did/did not take an oath.

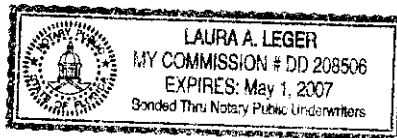
[stamp or seal]

[Handwritten Signature]

[Signature of Notary]

April 10, 2006

[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this _____
day of _____, 20_____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney

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



GULF SHORE SURVEYING, INC. #/

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

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

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

DESCRIPTION


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

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE AFORESAID SECTION 8; THENCE RUN S.01°22'26"E. ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) FOR 66.82 FEET TO THE SOUTH RIGHT-OF-WAY OF ALICO ROAD; THENCE RUN S.89°30'55"E. FOR 585.44 FEET ALONG SAID RIGHT-OF-WAY; THENCE RUN N.89°41'05"E. FOR 407.11 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING; THENCE RUN N.89°41'05"E. FOR 331.20 FEET ALONG SAID RIGHT-OF-WAY TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE RUN S.01°18'47"E. FOR 10.00 FEET ALONG SAID FRACTION LINE; THENCE RUN S.89°41'05"W. FOR 331.20 FEET TO THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE RUN N.01°20'00"W. FOR 10.00 FEET ALONG SAID FRACTION LINE TO THE POINT OF BEGINNING.

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

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

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


TIM J. PUFAHL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 4666

GULF SHORE SURVEYING, INC.

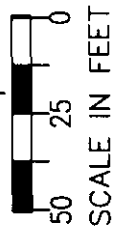
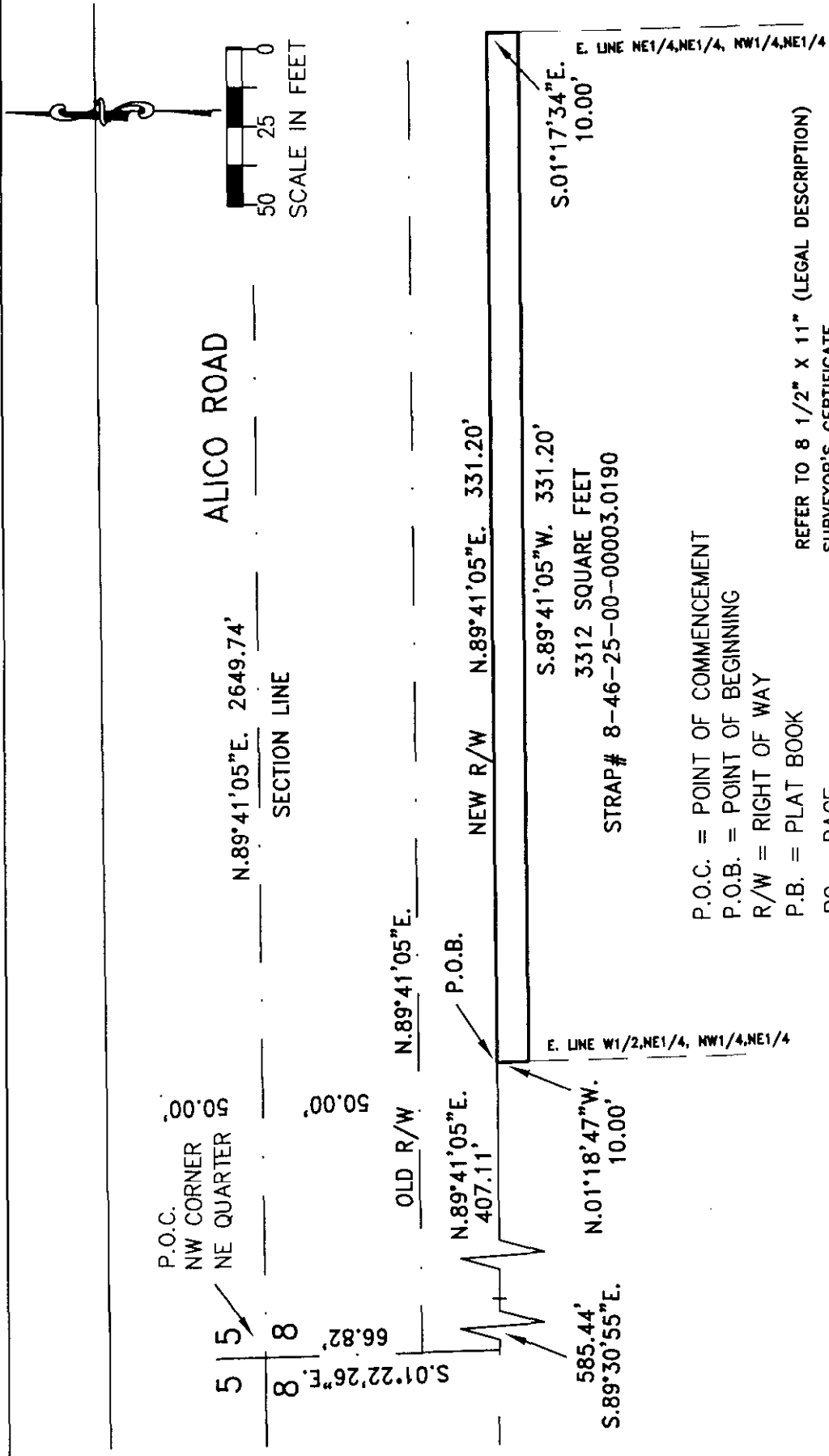
LICENSED BUSINESS NO. 8728
 LEE COUNTY: 2112 S.E. 11TH STREET
 CAPE CORAL, FL. 33909
 PUNTA GORDA, FL. 33955
 (941) 658-7800



DATE : 03/09/04
 SCALE : 1"=50'
 CADD : TP
 CHECK : TP
 FILE : 0265L07.DWG

SKETCH OF DESCRIPTION
 (NOT A FIELD SURVEY)
 NE 1/4 SECTION 8-46-25
 ALICO ROAD
 LEE COUNTY, FLORIDA

0265
 L07



REFER TO 8 1/2" X 11" (LEGAL DESCRIPTION)
 SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED SKETCH IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 61G17-6 FAC, AND AS PREPARED UNDER THE DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

DATE OF SIGNATURE: 03/09/04

Tim J. Pufahl
 TIM J. PUFALH
 PROFESSIONAL SURVEYOR AND MAPPER
 F.L.A. CERTIFICATE NO. 4686

P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R/W = RIGHT OF WAY
 P.B. = PLAT BOOK
 PG = PAGE

SUBJECT TO EASEMENTS,
 RESTRICTIONS, RESERVATIONS, AND
 RIGHTS OF WAY OF RECORD.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH
 LINE OF SECTION 8, BEING N.89°41'05"E.

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

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

Strap Number:

08-46-25-00-00003.0080

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #2

THIS INDENTURE is made and entered into this ____ day of _____, by and between William McMahon, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

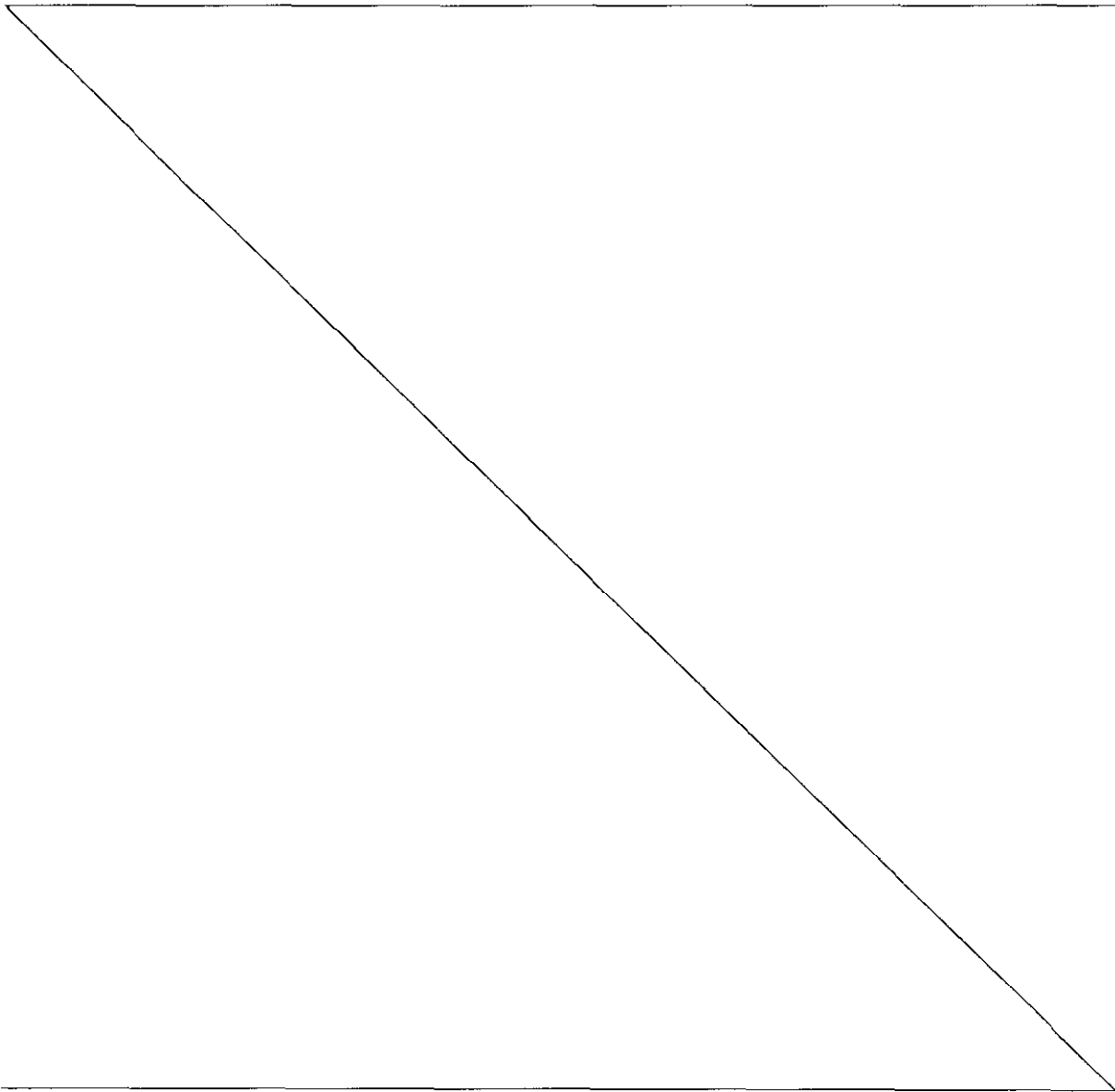
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

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

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

Amy J. Cagle
[1st Witness' Signature]

Amy J. Cagle
[Type or Print Name]

Andrew E. Acher
[2nd Witness' Signature]

ANDREW E. ACHER
[Type or Print Name]

BY: William McMahon

[Signature Grantor's/Owner's]

William McMahon

[Type or Print Name]

Trustee

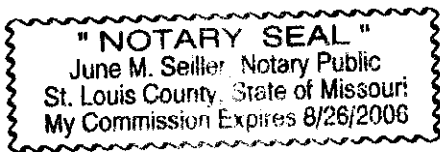
[Title]

STATE OF ~~FLORIDA~~ MISSOURI

COUNTY OF ST. LOUIS

The foregoing instrument was signed and acknowledged before me this 31st day of March 2005 by William P. McMahon who produced the following as identification (is personally known to me) or is personally know to me, and who ~~did~~/did not take an oath.

[stamp or seal]



June M. Seiller
[Signature of Notary]

June M. Seiller

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____
day of _____, 20____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



GULF SHORE SURVEYING, INC. #2

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

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

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

DESCRIPTION

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

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

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

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

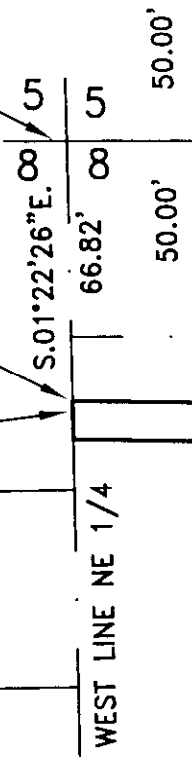
REFER TO 8 1/2" X 11" SKETCH.
GULF SHORE SURVEYING, INC.

Tim J. Pufahl 03/09/04
TIM J. PUFAHL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 4666

#2

P.O.C.
NW CORNER
NE QUARTER

P.O.B.
N.01°22'26"W.
10.01'



50.00'

50.00'

WEST LINE NE 1/4

ALICO ROAD

N.89°41'05"E. 2649.74'

SECTION LINE

N.89°41'05"E. 301.19'

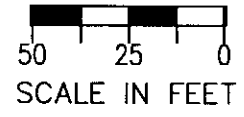
S.45°23'27"E.
14.36'

OLD R/W

S.89°30'55"E. 287.34' NEW R/W

N.89°30'55"W. 297.33'

STRAP# 8-46-25-00-00003.0080
2923 SQUARE FEET



SCALE IN FEET

JEAN STREET

30'

30'



SUBJECT TO EASEMENTS,
RESTRICTIONS, RESERVATIONS, AND
RIGHTS OF WAY OF RECORD.

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- P.B. = PLAT BOOK
- PG = PAGE

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH
LINE OF SECTION 8, BEING N.89°41'05"E.

REFER TO 8 1/2" X 11" (LEGAL DESCRIPTION)
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED SKETCH IS AN
ACCURATE REPRESENTATION OF THE LANDS DESCRIBED
HEREON, WAS PREPARED. IN ACCORDANCE WITH THE
MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING,
CHAPTER 61G17-6 FAC, AND AS PREPARED UNDER THE
DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED
LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF
OUR KNOWLEDGE AND BELIEF.

DATE OF SIGNATURE: 03/09/04

Tim J. Pufahl
TIM J. PUFALH
PROFESSIONAL SURVEYOR AND MAPPER
FLA. CERTIFICATE NO. 4686

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

GULF SHORE SURVEYING, INC.
LICENSED BUSINESS NO. 6729
LEE COUNTY: 2112 S.E. 11TH STREET
CAPE CORAL, FL 33990 (941) 458-2368
CHARLOTTE COUNTY: 30830 OIL WELL ROAD
PUNTA GORDA, FL 33955 (941) 638-7800

DATE : 03/09/04
SCALE : 1"=50'
CADD : TP
CHECK : TP
FILE : 0265L04R.DWG

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)
NE1/4 SECTION 8-46-25
ALICO ROAD
LEE COUNTY, FLORIDA

0265
L04R

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

Strap Number:

08-46-25-00-00003.0170

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #3

THIS INDENTURE is made and entered into this ____ day of _____
20__, by and between Alico Road, LLC, Owner, hereinafter referred to as
GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida,
hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

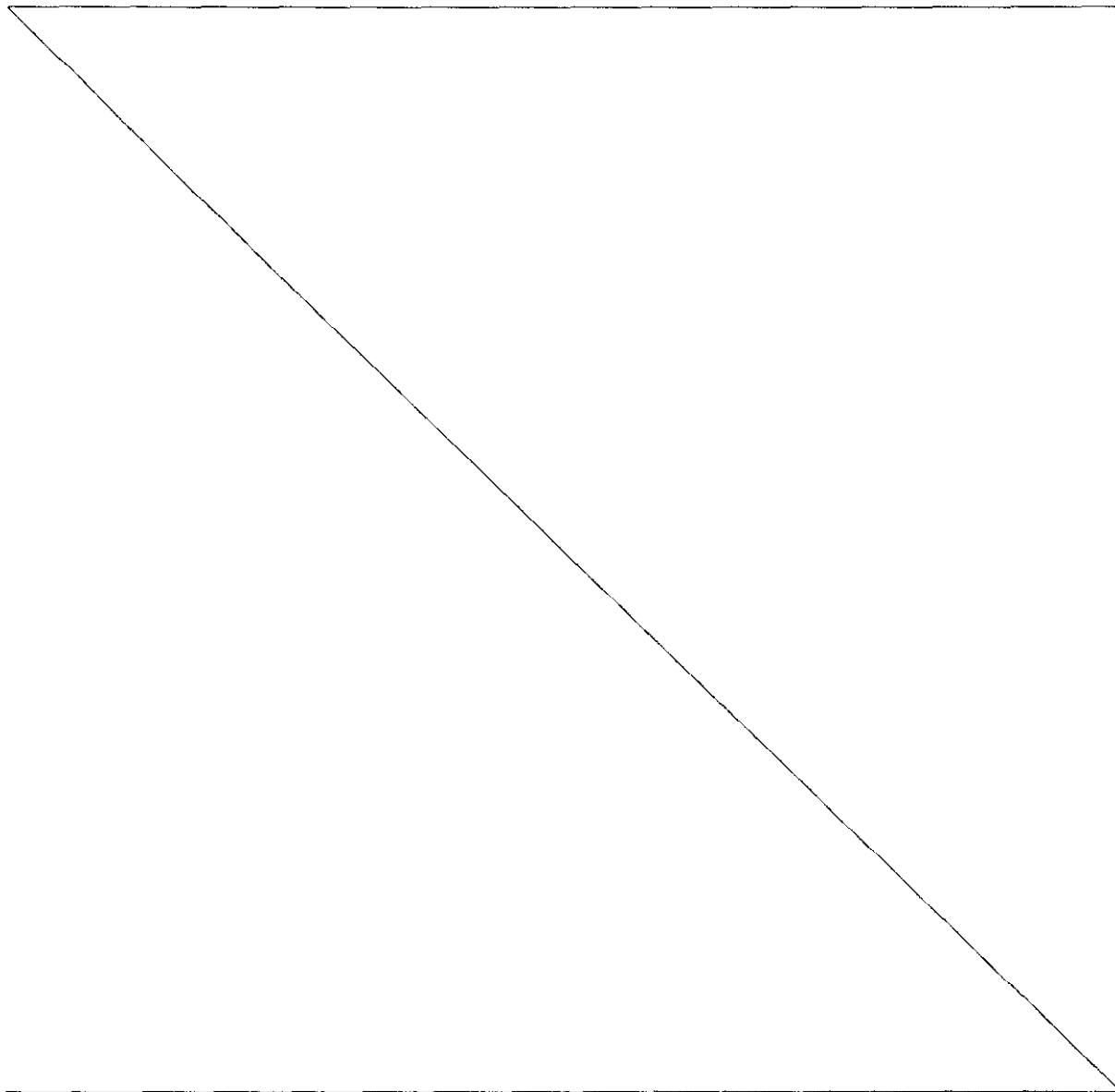
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

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

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

[Handwritten Signature]
[1st Witness' Signature]

[Handwritten Name]
[Type or Print Name]

[Handwritten Signature]
[2nd Witness' Signature]

Ginisa Packman
[Type or Print Name]

BY: [Handwritten Signature]
[Signature Grantor's/Owner's]

Frank Vespi
[Type or Print Name]

Managing Member
[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 25 day of March 2005, by Frank Vespi who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

VIRINIA KAY PACKMAN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD193085
EXPIRES 06/03/2007
BONDED THRU 1-888-NOTARY1

[Handwritten Signature]
[Signature of Notary]

Virinia Kay Packman
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 20_____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



GULF SHORE SURVEYING, INC.

#3

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

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

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

DESCRIPTION


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

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

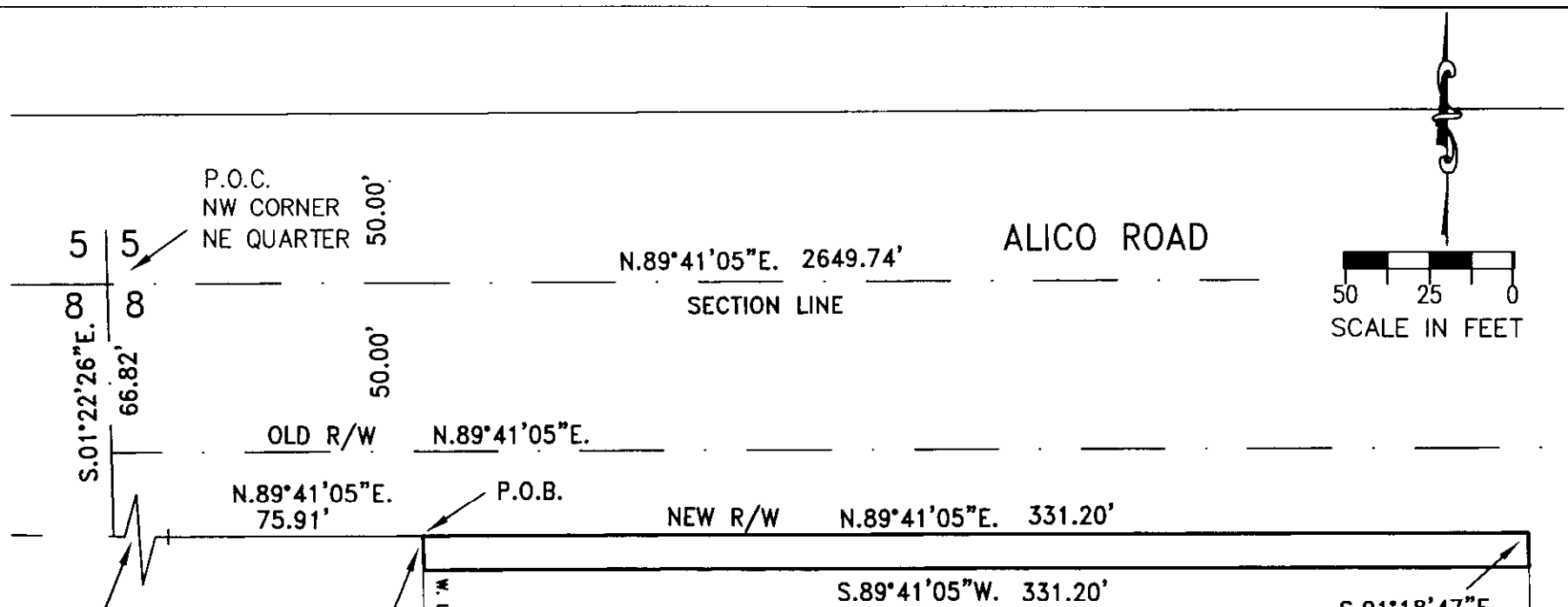
SAID TRACT CONTAINS 3,312 SQUARE FEET, MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

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

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

 03/09/04
TIM J. PUFAHL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 4666

#3



3312 SQUARE FEET
STRAP# 8-46-25-00-00003.0170

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
P.B. = PLAT BOOK
PG = PAGE

REFER TO 8 1/2" X 11" (LEGAL DESCRIPTION)
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED SKETCH IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, WAS PREPARED. IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 61G17-6 FAC, AND AS PREPARED UNDER THE DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

DATE OF SIGNATURE: 03/09/04

Tim J. Pufan
TIM J. PUFAN,
PROFESSIONAL SURVEYOR AND MAPPER
FLA. CERTIFICATE NO. 4688

SUBJECT TO EASEMENTS,
RESTRICTIONS, RESERVATIONS, AND
RIGHTS OF WAY OF RECORD.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH
LINE OF SECTION 8, BEING N.89°41'05"E.

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

GULF SHORE SURVEYING, INC.
LICENSED BUSINESS NO. 6729
LEE COUNTY: 2112 S.E. 11TH STREET
CAPE CORAL, FL 33990 (941) 458-2388
CHARLOTTE COUNTY: 30850 OIL WELL ROAD
PUNTA GORDA, FL 33955 (941) 639-7800

DATE : 03/09/04
SCALE : 1"=50'
CADD : TP
CHECK : TP
FILE : 0265L06R.DWG

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)
NE 1/4 SECTION 8-46-25
ALICO ROAD
LEE COUNTY, FLORIDA

0265
L06R

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

Strap Number:

08-46-25-00-00003.0000

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #4

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between Chason Investments, LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

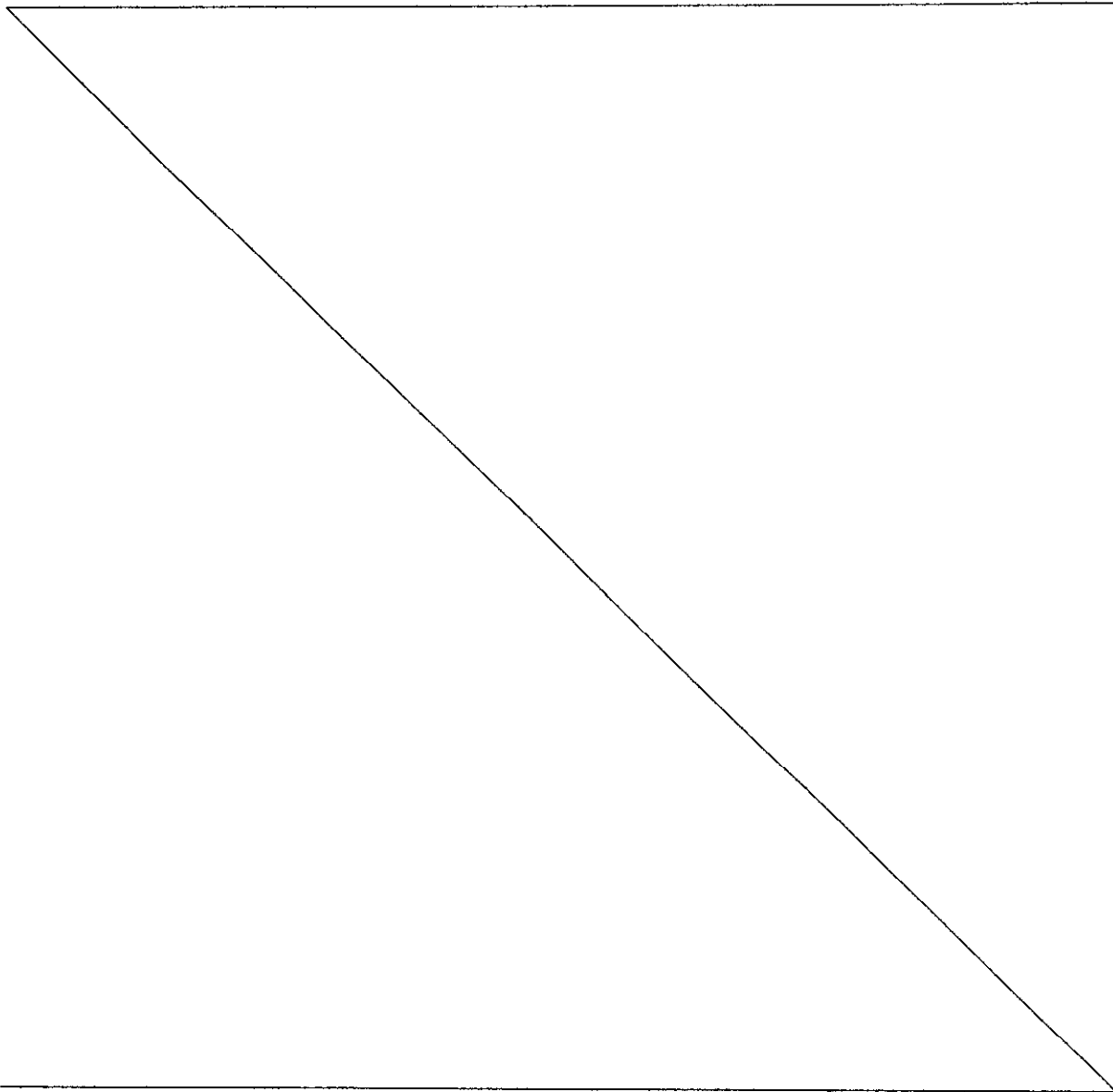
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

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

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

Diane Davis

[1st Witness' Signature]

DIANE DAVIS

[Type or Print Name]

H Evans

[2nd Witness' Signature]

TERESA A EUANS

[Type or Print Name]

BY: R. E. Brownell

[Signature Grantor's/Owner's]

Roger Brownell

[Type or Print Name]

Manging Member

[Title]

STATE OF FLORIDA

COUNTY OF _____

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

[stamp or seal]



[Signature]
[Signature of Notary]

[Name]
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 20____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



GULF SHORE SURVEYING, INC.

#4

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

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

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

DESCRIPTION

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

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

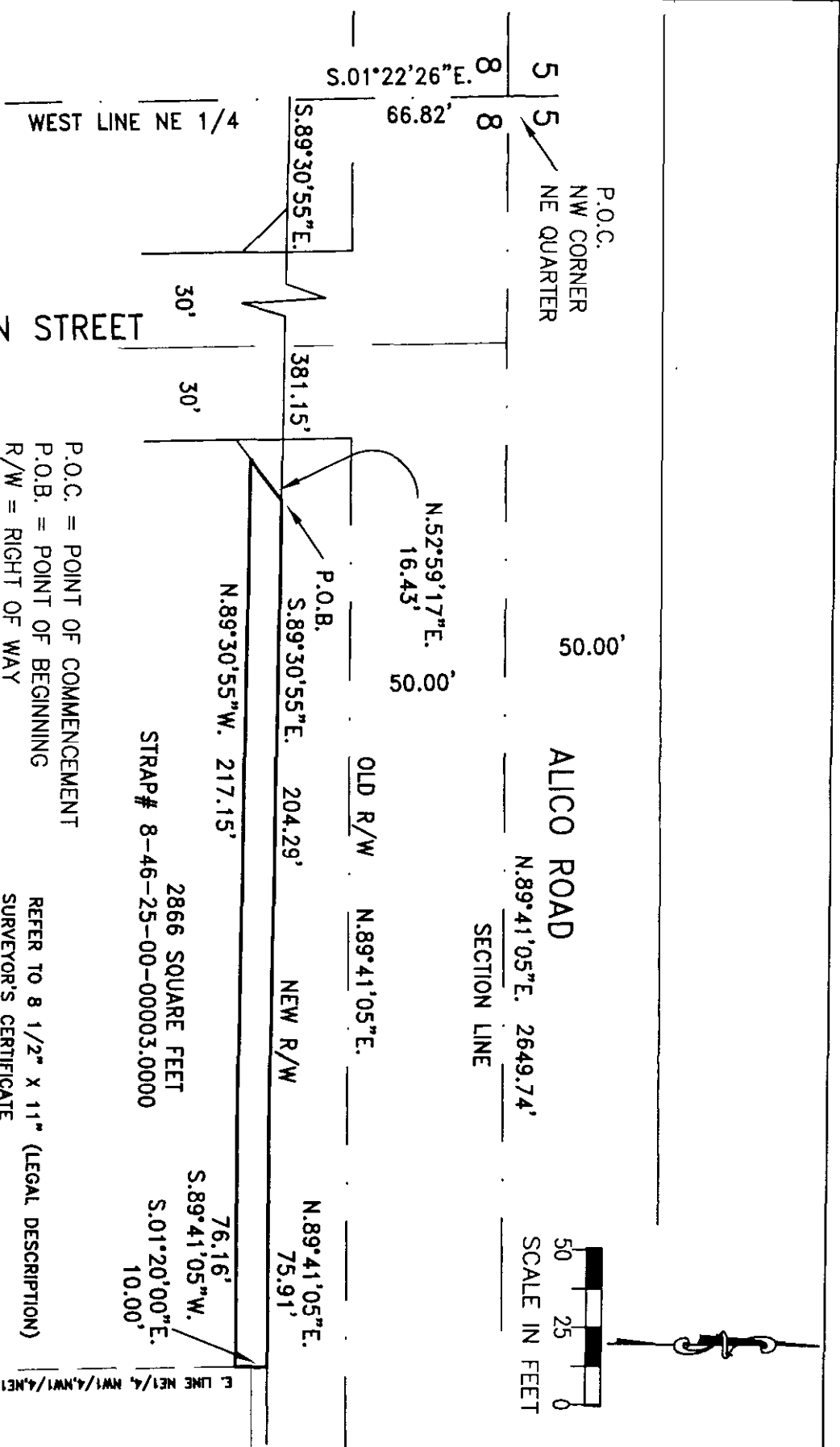
SAID TRACT CONTAINS 2,866 SQUARE FEET, MORE OR LESS AND IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

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

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

Tim J. Pufahl 03/09/04
TIM J. PUFAHL
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NUMBER 4666

44

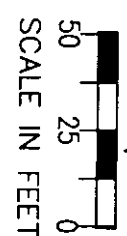


50.00'

ALICO ROAD

N.89°41'05"E. 2649.74'

SECTION LINE



P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R/W = RIGHT OF WAY
 P.B. = PLAT BOOK
 PG = PAGE

2866 SQUARE FEET
 STRAP# 8-46-25-00-00003.0000

I HEREBY CERTIFY THAT THE ATTACHED SKETCH IS AN ACCURATE REPRESENTATION OF THE LANDS DESCRIBED HEREON, WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING, CHAPTER 61G17-6 FAC, AND AS PREPARED UNDER THE DIRECT SUPERVISION OF THE UNDERSIGNED REGISTERED LAND SURVEYOR, IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

DATE OF SIGNATURE: 03/09/04

Tim J. Purfall

TIM J. PURFALL
 PROFESSIONAL SURVEYOR AND MAPPER
 FLA. CERTIFICATE NO. 4088

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

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 8, BEING N.89°41'05"E.

<p>0265 L05R</p>	<p>SKETCH OF DESCRIPTION (NOT A FIELD SURVEY) NE 1/4 SECTION 8-46-25 ALICO ROAD LEE COUNTY, FLORIDA</p>	<p>DATE : 03/09/04 SCALE : 1"=50' CADD : TP CHECK : TP FILE : 0265L05R.DWG</p>	<p>GULF SHORE SURVEYING, INC. LICENSED BUSINESS NO. 6729 LEE COUNTY: 2112 S.E. 11TH STREET CAPE CORAL, FL 33990 (941) 458-2388 CHARLOTTE COUNTY: 30930 OIL WELL ROAD PUNTA GORDA, FL 33955 (941) 639-7800</p>
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