

This Easement was prepared by:
Jay Sircy,
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 42080

INSTR. # 2021000242027, Pages 19
Doc Type: EAS, Recorded: 7/21/2021 at 3:55 PM
Linda Doggett Lee County Clerk of the Circuit Court
Rec Fees: \$163.00

Deputy Clerk TBAER
#1

OAE1
[498.1 acres +/-]

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

EASEMENT

Easement Number 33352

THIS EASEMENT, made and entered into this 6th day of July, 2021, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and **LEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by The Gulf Coast University Board of Trustees under Lease Number 4051 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for ingress and egress; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in Lee County, Florida, to-wit:

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. **TERM**: The term of this easement shall be for a period of three year commencing on August 1st, 2021 and ending on July 31st, 2024, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to ingress and egress, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT:** This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION:** GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or

encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **SOVEREIGNTY SUBMERGED LANDS**: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

13. **ENTIRE UNDERSTANDING**: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. **TIME**: Time is expressly declared to be of the essence of this easement.

15. **RIGHT OF AUDIT**: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

16. **PAYMENT OF TAXES AND ASSESSMENTS**: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

17. **AUTOMATIC REVERSION**: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

18. **RECORDING OF EASEMENT**: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

19. **GOVERNING LAW:** This easement shall be governed by and interpreted according to the laws of the State of Florida.
20. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.
21. **SPECIAL CONDITIONS:** The following special conditions shall apply to this easement:
- A. GRANTEE shall restore the Easement Area to original condition to the satisfaction of the managing agency.
 - B. GRANTEE and GRANTOR shall work together to coordinate easement area access during project staging and construction activities.
 - C. GRANTEE shall invite the managing agency to progress meetings and copied with meeting minutes for any construction within the Easement Area.
 - D. GRANTEE shall provide at least forty-eight (48) notification to the managing agency of any anticipated interruptions of utility services.
 - E. GRANTEE shall obtain written consent from managing agency prior to any construction activities within the Easement Area.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

Michele Stevens
Original Signature

Michele Stevens
Print/Type Name of Witness

Jay Siray
Original Signature

Jay Siray
Print/Type Name of Witness

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

(SEAL)

BY:

Brad Richardson

Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department
of Environmental Protection, as agent for and on behalf
of the Board of Trustees of the Internal Improvement Trust Fund
of the State of Florida

“GRANTOR”

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6th day of July, 2021, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection for, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

Audrey Michele Stevens
Notary Public, State of Florida



Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

APPROVED SUBJECT TO PROPER EXECUTION

BY: G L Fabel 03-17-2021



WITNESSES:

Missy Flint
Original Signature

Missy Flint
Print/Type Name of Witness

Joyce Townsend
Original Signature

Joyce Townsend
Print/Type Name of Witness

LEE COUNTY, FLORIDA,
a political subdivision of the State of Florida
By its Board of County Commissioners

(SEAL)

BY: [Signature]
Kevin Ruane, Chairman ~~Chairman~~ Vice-Chair

Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2

“GRANTEE”

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18th day of June, 2021, Cecil Pendergrass, Vice Chair for and on behalf of the Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida. He is personally known to me or who has produced _____, as identification.



STACEY ROHLAND
Commission # GG 354611
Expires July 14, 2023
Bonded Thru Budget Notary Services

[Signature]

Notary Public, State of Florida

Stacey Rohland
Printed, Typed or Stamped Name

My Commission Expires: 7/14/23

Commission/Serial No. GC 354611

Approved as to Form for the
Reliance of Lee County Only

By: [Signature]
Office of the County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 7, 8, 17 AND 18, TOWNSHIP 44 SOUTH, RANGE 26 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, SOUTH 1/2 OF THE SOUTHWEST 1/4 SECTION 8, SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 SECTION 8, NORTH 1730 FEET OF THE EAST 1/2 OF SECTION 18, NORTH 1730 FEET OF THE WEST 3/4 OF SECTION 17

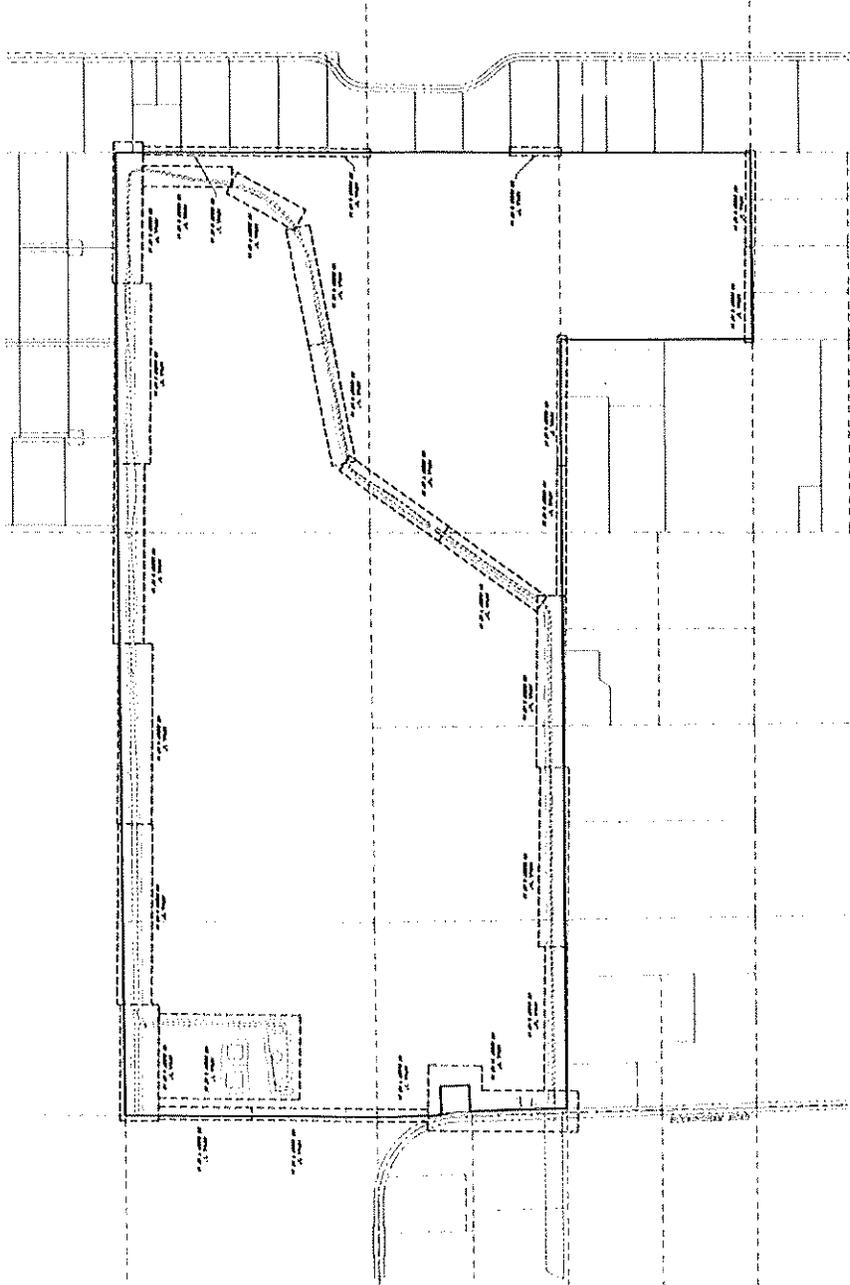
LESS AND EXCEPT THE RIGHT-OF-WAY OF BUCKINGHAM ROAD.

LESS AND EXCEPT ALL LANDS DESCRIBED IN THE STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND LEASE NUMBER 3215.



SURVEY PLAT

A PART OF LAND FROM N. 1/4 SECTION 07, 04, 17 AND 18, TWP. 44S., RANG. 20E. OF COUNTY, IOWA



KEY SHEET

NO. SHEET OF IN THIS SURVEY

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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BANKS ENGINEERING

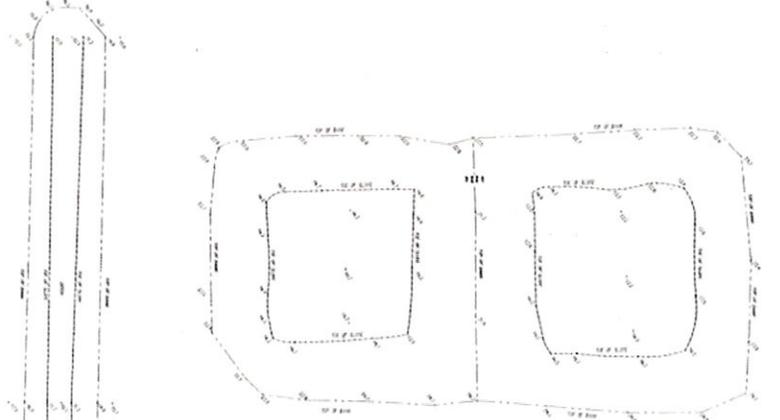
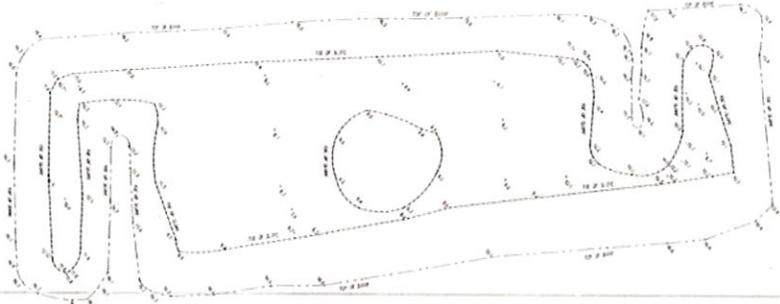
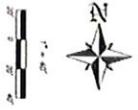
Professional Engineer
 State of Iowa License No. 10000
 1000 Locust Street
 Des Moines, Iowa 50319
 Phone: 515-281-1111
 Fax: 515-281-1112
 Website: www.bankseng.com

CONTRACT AND TOPOGRAIC SURVEY

PORTION OF SEC. 7, 8, 17 & 18, TWP. 44S., RANG. 20E. OF COUNTY, IOWA

NO.	DATE	BY	REVISION
1	10/1/11	JMB	INITIAL
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3	10/1/11	JMB	REVISION
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100	10/1/11	JMB	REVISION

DATE: 10/1/11



DETAIL "1"

MATCH LINE SEE DETAIL "2" ON SHEET 4 OF 10

SURVEY PLAT

OF
 A PART OF LAND LONG IN
 SECTION 07, 08, 17 AND 18 TOWNSHIP 44 SOUTH, RANGE 26 EAST,
 LEE COUNTY, FLORIDA

SEE SHEET 1 OF 10 FOR DIMENSIONS

NO.	DATE	DESCRIPTION	BY

BANKS ENGINEERING
 1000 N. W. 10th Avenue, Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 562-1111
 Fax: (954) 562-1112
 www.banks-engineering.com

BOUNDARY AND TOPOGRAPHIC SURVEY
 PORTION OF SEC. 7, 8, 17 & 18, TWP. 44S, RANG. 26E
 LEE COUNTY, FLORIDA

NO.	DATE	REVISION	BY

Bank
 DATE: 5/20/2010



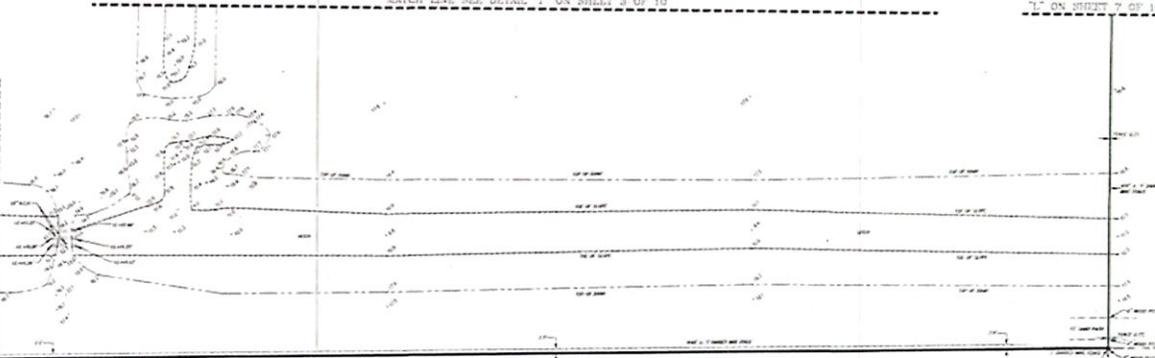
MATCH LINE SEE DETAIL "1" ON SHEET 3 OF 10

MATCH LINE SEE DETAIL "1" ON SHEET 7 OF 10

SURVEY PLAT

OF
A PARCEL OF LAND LYING IN
SECTION 07, 08, 17 AND 18 TOWNSHIP 44 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

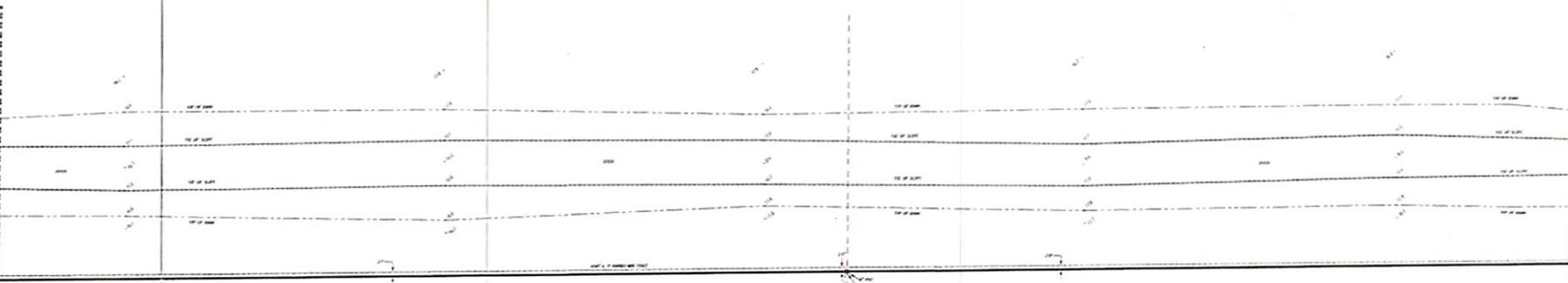
MATCH LINE SEE DETAIL "3" ON SHEET 4 OF 10



DETAIL "2"



MATCH LINE SEE DETAIL "4" ON SHEET 4 OF 10

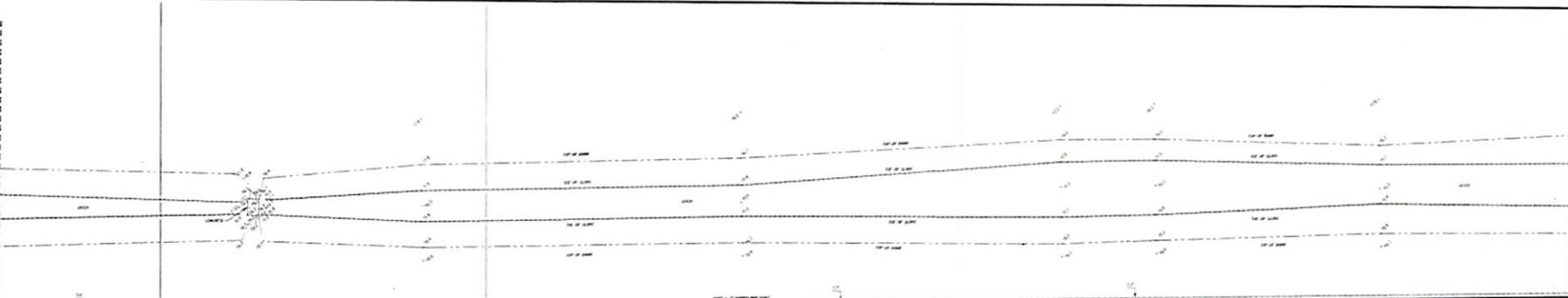


DETAIL "3"

MATCH LINE SEE DETAIL "2" ON SHEET 4 OF 10



MATCH LINE SEE DETAIL "2" ON SHEET 5 OF 10



DETAIL "4"

MATCH LINE SEE DETAIL "3" ON SHEET 4 OF 10

SEE SHEET 1 OF 10 FOR GEOMETRY

DATE: 1/19/2018

NO.	DATE	DESCRIPTION	BY

BANKS ENGINEERING

10001 N.W. 11TH STREET, SUITE 100
FORT MYERS, FLORIDA 33907
PHONE: (888) 888-8888
FAX: (888) 888-8888
WWW.BANKSENG.COM

BOUNDARY AND TOPOGRAPHIC SURVEY
PORTION OF SEC. 7, 8, 17 & 18, TWP. 44S, RING. 26E
LEE COUNTY, FLORIDA

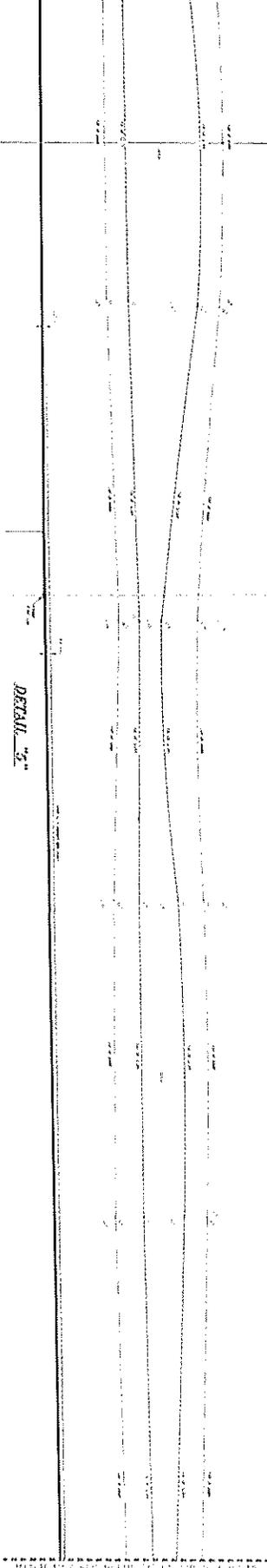
DATE	PROJECT	JOB NO.	SCALE	SHEET NO.	TOTAL SHEETS
01/19/2018	81254	81254-01	1"=40'	4	10

SURVEY PLAT

A PART OF LAND LING IN
SECTION 02, 04, 17 AND 18 TOWNSHIP 44 NORTH, RANGE 75 WEST,
JULY COUNTY, IOWA



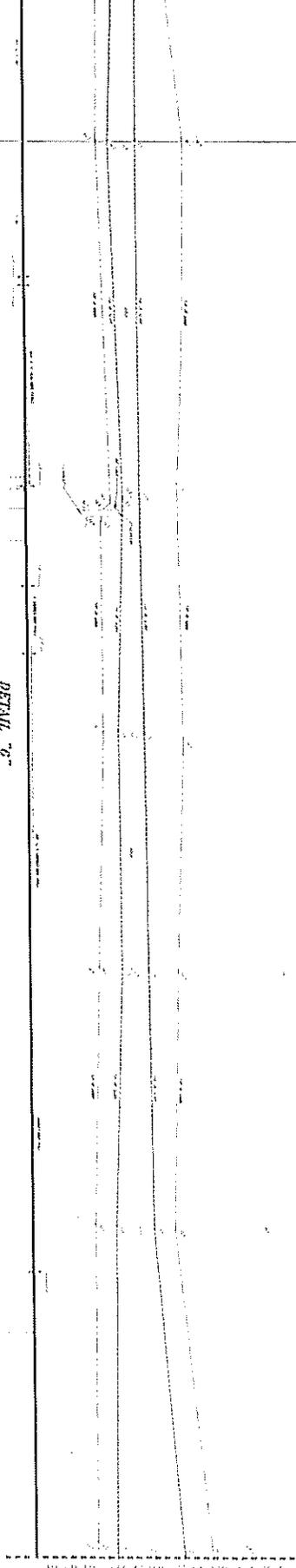
PAGE LINE SEE DETAIL "5" ON SHEET 6 OF 10



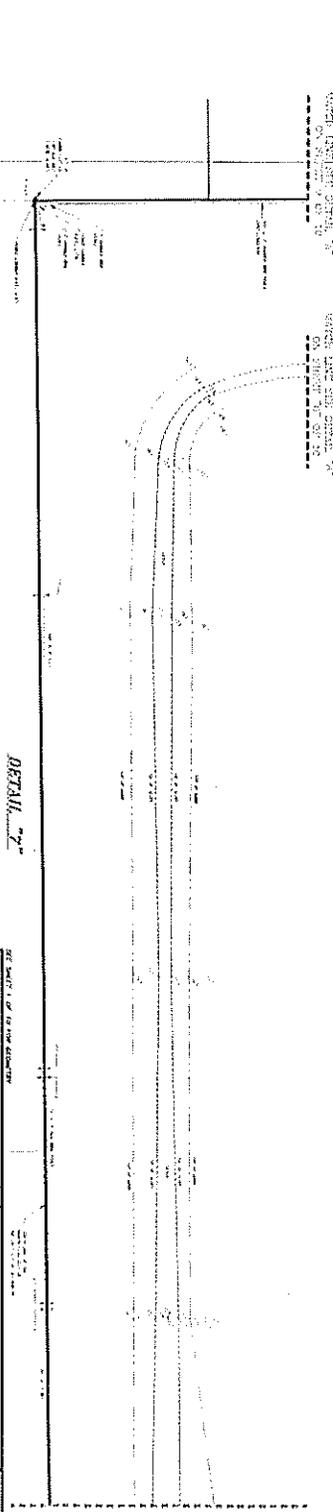
DETAIL "5"



PAGE LINE SEE DETAIL "7" ON SHEET 6 OF 10



DETAIL "7"

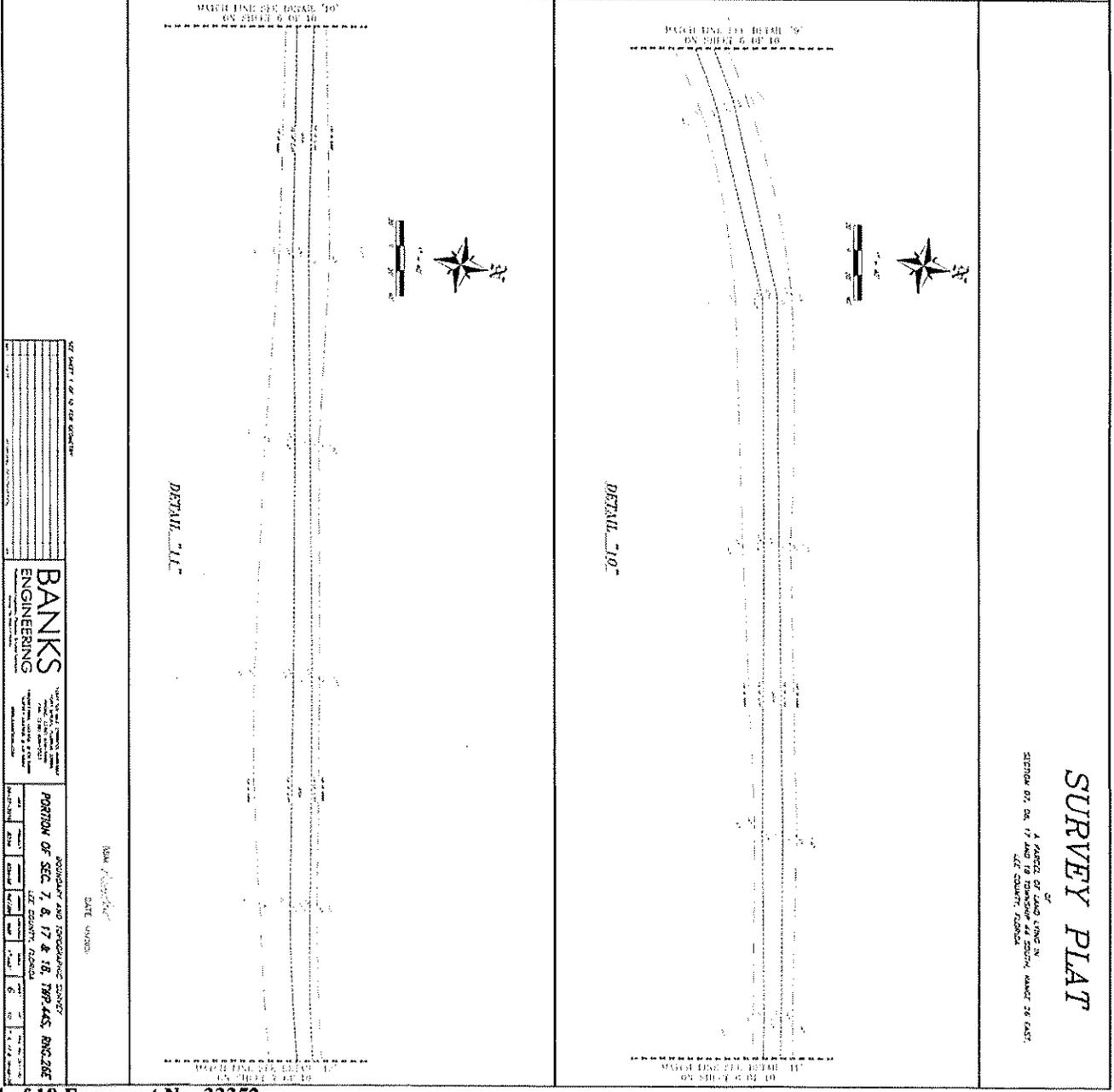
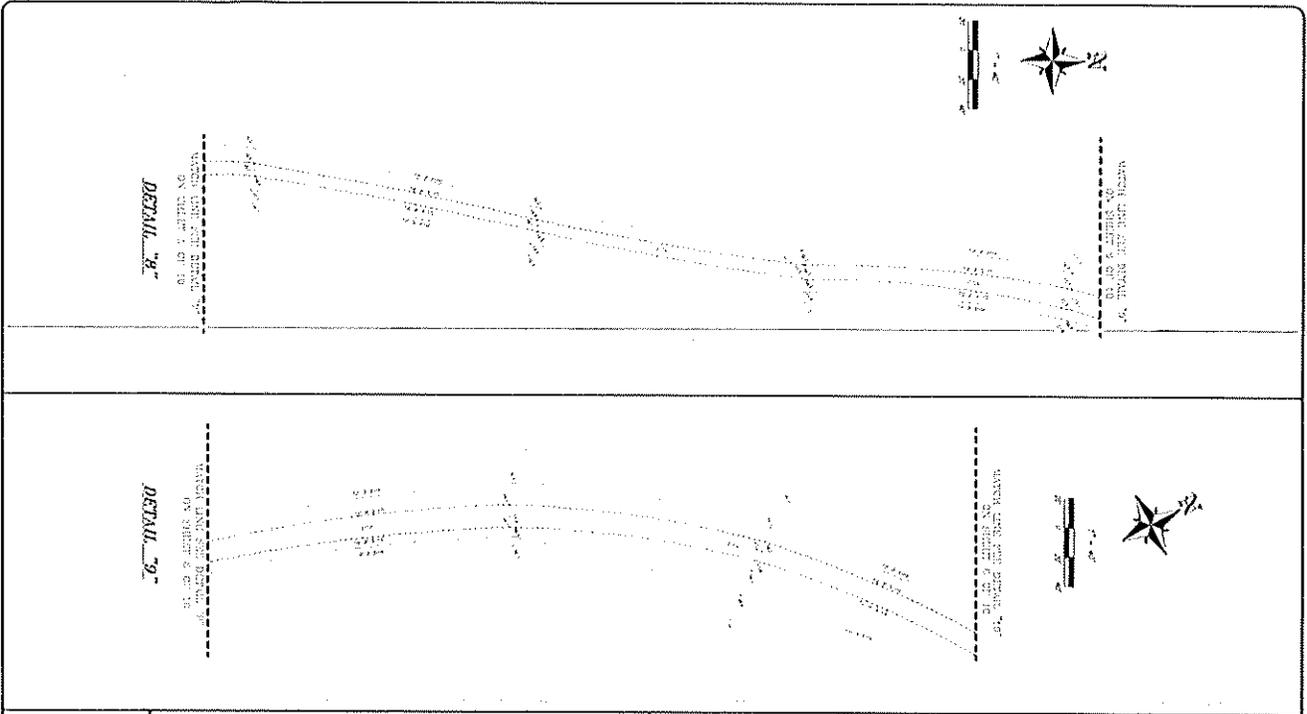


DETAIL "7a"

BANKS ENGINEERING 1001 W. 10th Street, Des Moines, Iowa 50319 Phone: (515) 281-1111 Fax: (515) 281-1112 www.bankseng.com		BOUNDARY AND EASEMENT SURVEY PORTION OF SEC. 7, 8, 17 & 18, TWP. 44S, R. 75W JULY COUNTY, IOWA DATE: 10/20/09	
PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]	DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]	FIELD BY: [Name] CHECKED BY: [Name] DATE: [Date]	CALCULATED BY: [Name] CHECKED BY: [Name] DATE: [Date]

SURVEY PLAT

1 PARTS OF LAND ALONG THE
SECTION 01, 04, 17 AND 18 TOWNSHIP 44 SOUTH, RANGE 26 EAST,
1ST COUNTY, FLORIDA



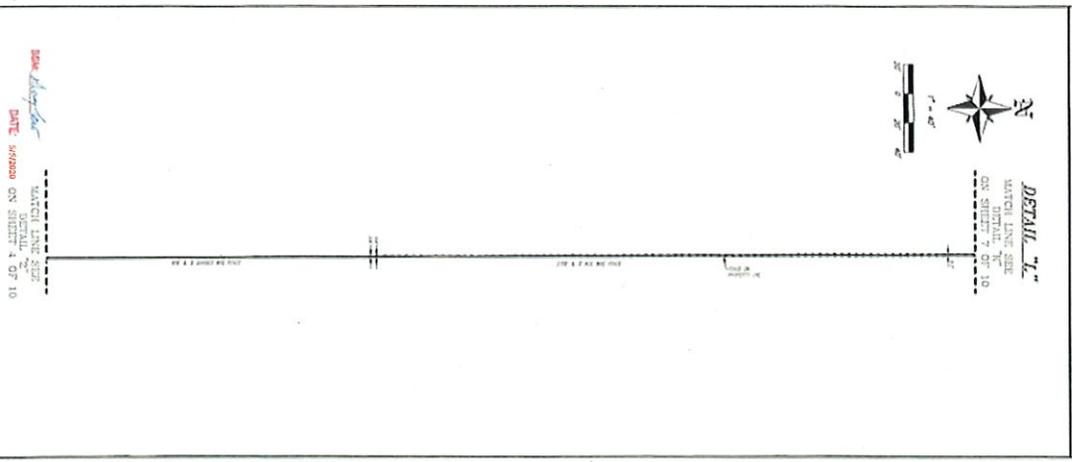
BANKS ENGINEERING		PORTION OF SEC 7, 8, 17 & 18, TWP. 44S, RANG. 26E	
DATE: 11/11/11	DRAWN BY:	CHECKED BY:	SCALE:

SURVEY PLAT

SECTION 02, 04, 17 AND 18 TOWNSHIP 44 SOUTH, RANGE 28 EAST,
LEE COUNTY, FLORIDA



DETAIL "J"
MATCH LINE SEE
DETAIL "I"
ON SHEET 7 OF 10



DETAIL "K"
MATCH LINE SEE
DETAIL "J"
ON SHEET 7 OF 10

DETAIL "L"
MATCH LINE SEE
DETAIL "K"
ON SHEET 9 OF 10

DETAIL "M"
MATCH LINE SEE
DETAIL "L"
ON SHEET 9 OF 10

DETAIL "N"
MATCH LINE SEE
DETAIL "M"
ON SHEET 7 OF 10

DETAIL "O"
MATCH LINE SEE
DETAIL "N"
ON SHEET 6 OF 10

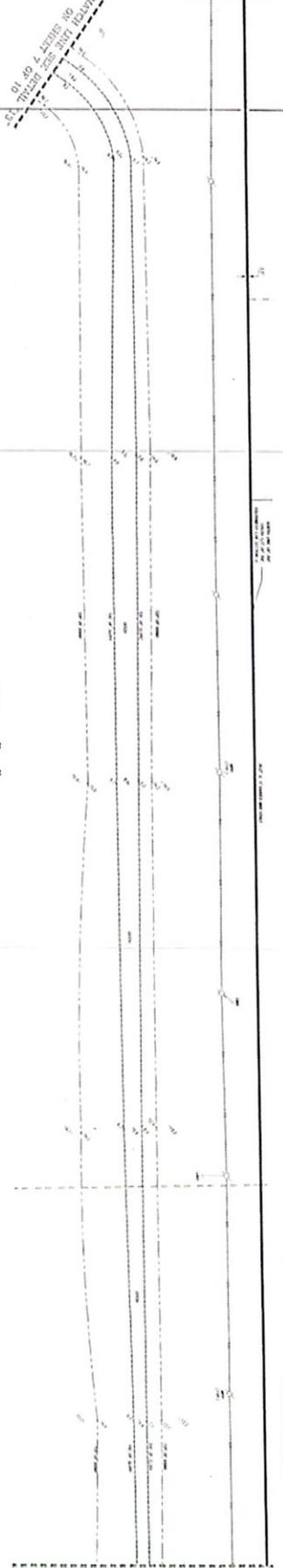
DATE		BY		CHECKED		APPROVED	
BANKS ENGINEERING 1000 W. US HWY 90, SUITE 100 FT. WORTH, TEXAS 76104 TEL: 817-335-1111 FAX: 817-335-1112 WWW.BANKSENG.COM				BOUNDARY AND TOPOGRAPHIC SURVEY PORTION OF SEC. 7, 8, 17 & 18, TWP. 44S, RANG. 28E LEE COUNTY, FLORIDA DATE: 5/18/2010 ON SHEET 4 OF 10			

SURVEY PLAT

SECTION 07, 08, 17 AND 18 TOWNSHIP 44 SOUTH, RANGE 28 EAST,
LEWIS COUNTY, FLORIDA



MATCH LINE SEE DETAIL "G"
ON SHEET 9 OF 10

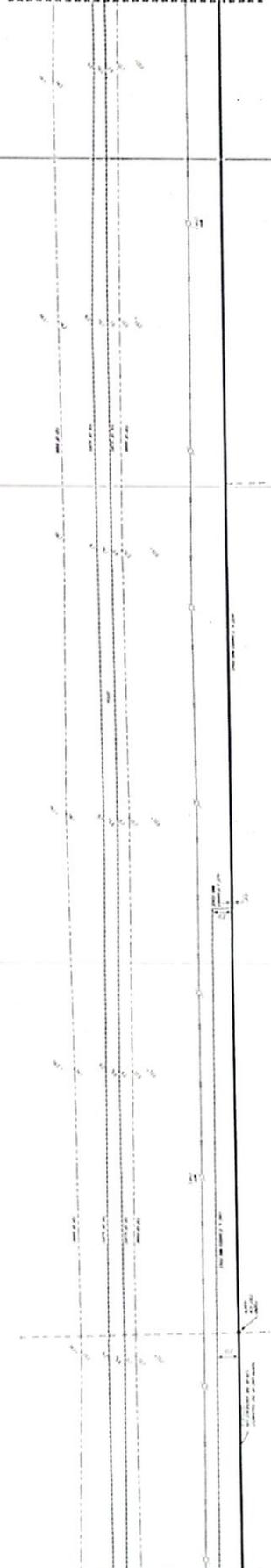


DETAIL "14"

MATCH LINE SEE DETAIL "16"
ON SHEET 8 OF 10



MATCH LINE SEE DETAIL "14"
ON SHEET 8 OF 10

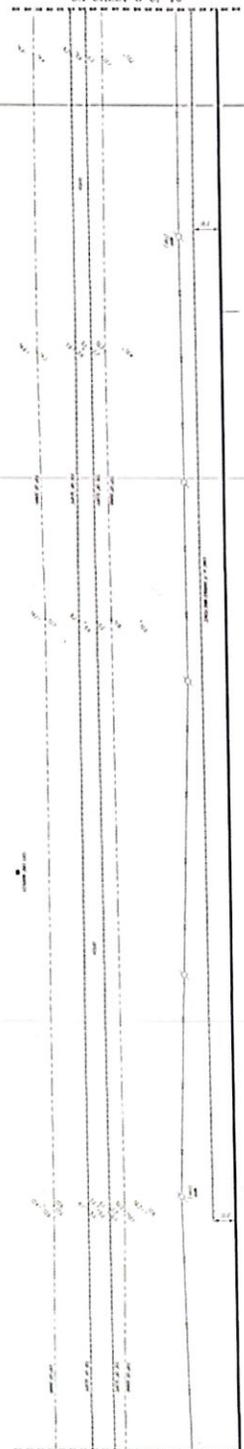


DETAIL "15"

MATCH LINE SEE DETAIL "16"
ON SHEET 8 OF 10



MATCH LINE SEE DETAIL "15"
ON SHEET 8 OF 10



DETAIL "16"

MATCH LINE SEE DETAIL "14"
ON SHEET 10 OF 10

SHEET 16 OF 18 CONFORMING SHEETS

NO.	DATE	BY	REVISION						

BANKS ENGINEERING

PORTION OF SEC. 7, 8, 17 & 18, TWP. 44S, RANG. 28E

LEWIS COUNTY, FLORIDA

DATE: 8/15/2020

NO.	DATE	DESCRIPTION

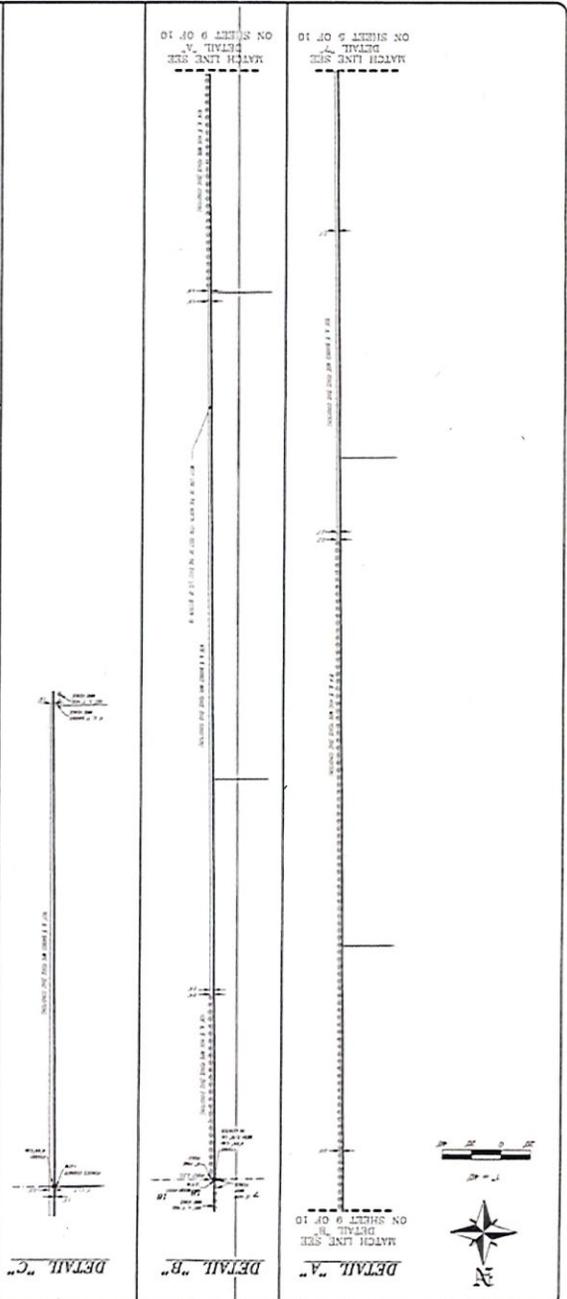
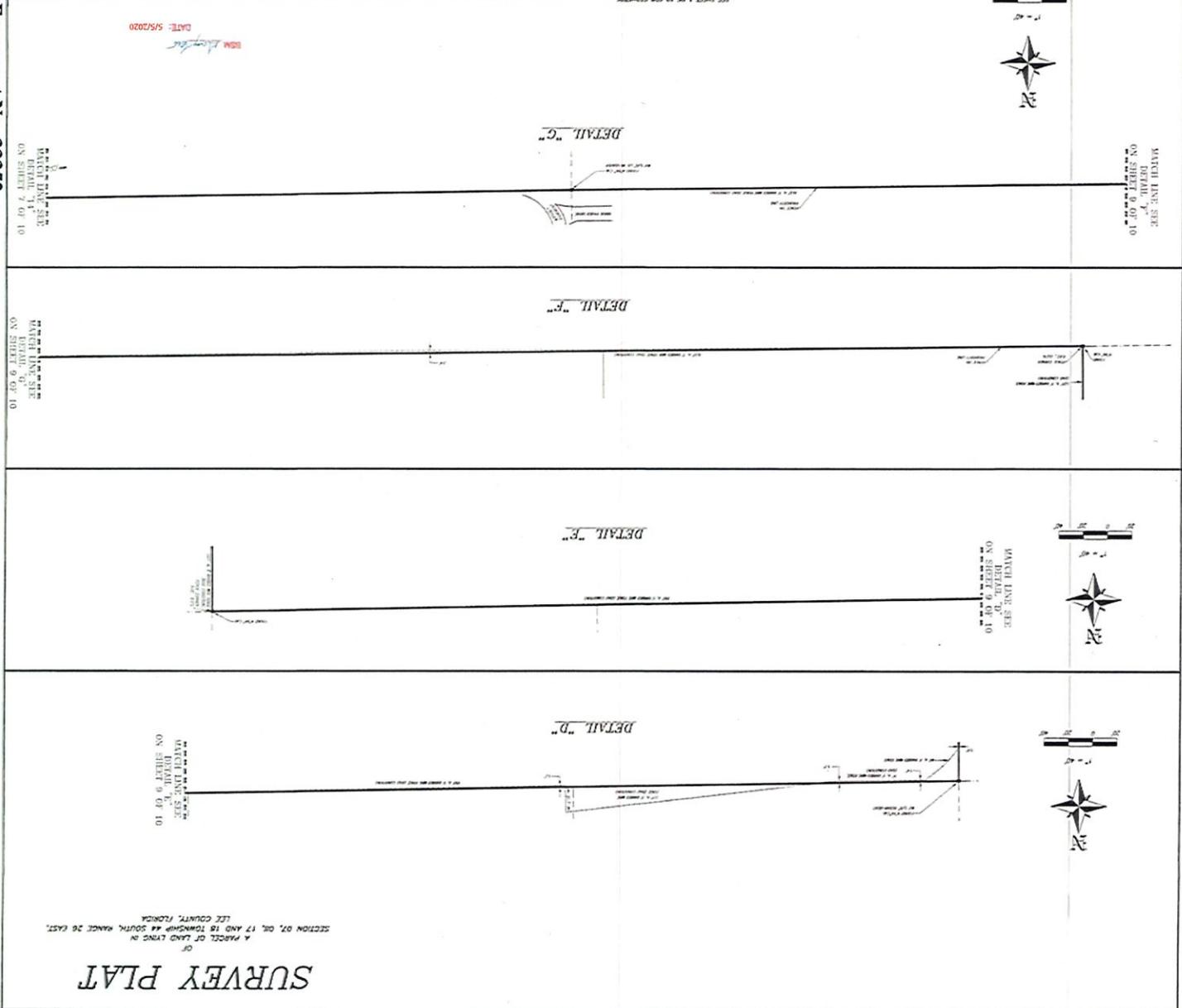
SEE SHEET 1 OF 18 FOR CONTINUED

BANKS ENGINEERING

REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 LICENSE NO. 12589
 1000 W. 10TH AVENUE, SUITE 100
 FT. LAUDERDALE, FLORIDA 33304
 TEL: 772-437-1111 FAX: 772-437-1112
 WWW.BANKSENGINEERING.COM

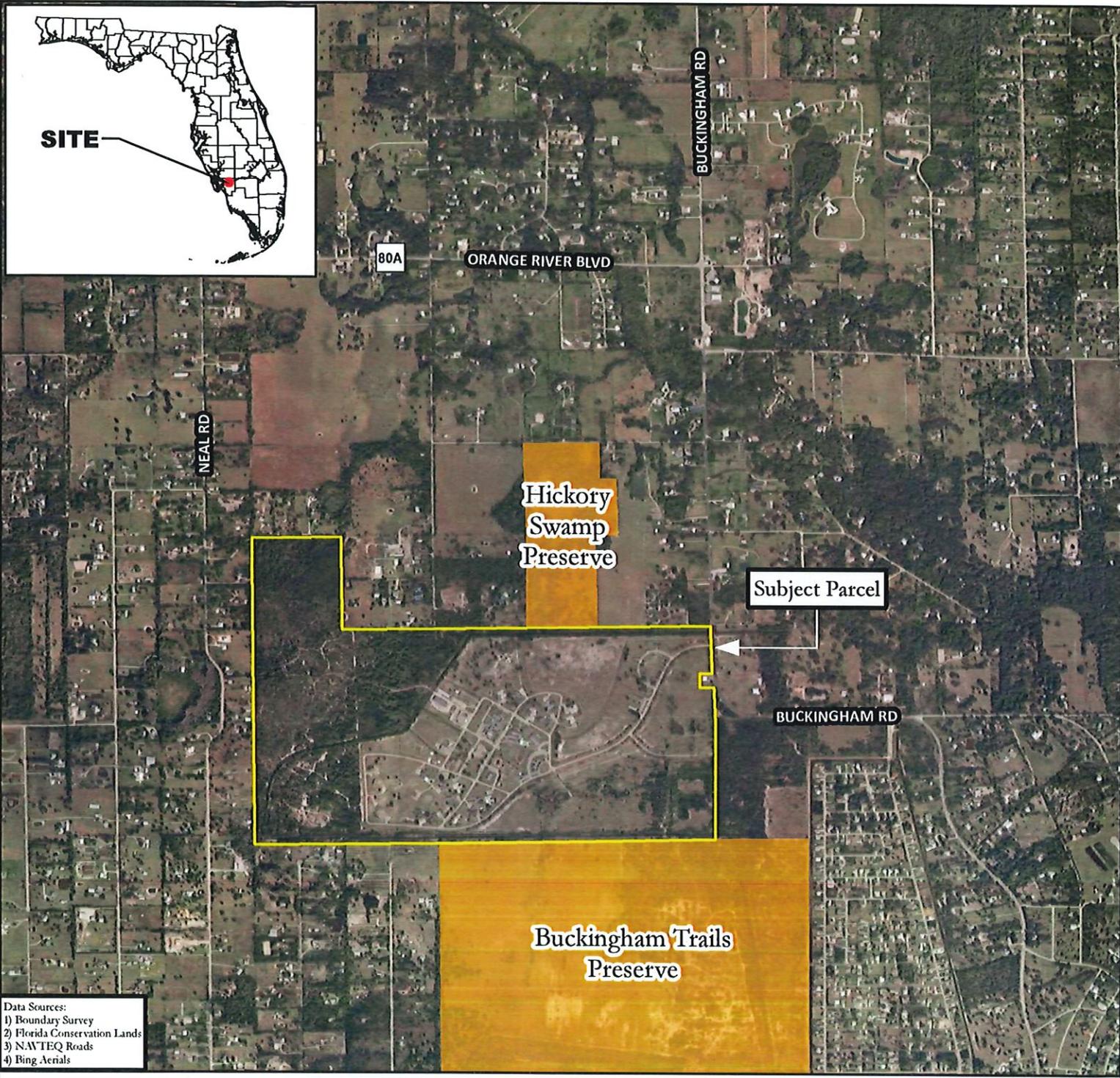
LEE COUNTY, FLORIDA
 PORTION OF SEC. 7, 8, 17 & 18, TRP. 44S, RNC. 26E

DATE: 5/5/2020



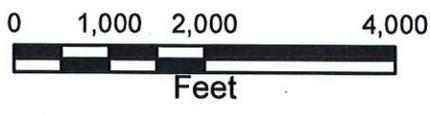
SURVEY PLAT

OF
 A PARCEL OF LAND LYING IN
 SECTION 07, 08, 17 AND 18 TOWNSHIP 44 SOUTH, RANGE 26 EAST,
 LEE COUNTY, FLORIDA



Data Sources:
 1) Boundary Survey
 2) Florida Conservation Lands
 3) NAWTEQ Roads
 4) Bing Aerials

Subject Parcel
 City/County Managed Conservation Lands



Easement No. 33352

Lee County, Florida