LEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY BLUE SHEET NO: 20030215 -UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance by Resolution and recording of three (3) Utility Easements as a donation of a water distribution system and a gravity collection system serving **CALOOSA COVE SUBDIVISION.** This is a developer contributed asset project located on the north side of Linton Road, approximately 225' east of Cook Road.

WHY ACTION IS NECESSARY: To provide potable water service, fire protection and sanitary sewer service to the recently constructed residential development.

WHAT ACTION ACCOMPLISHES: Places the water and sewer systems into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES C/OG 3. MEETING DATE: 03-11-2003								
4. AGENDA:		5. REQUIRE	MENT/PURPOSE	. <u>6. F</u>	REQUESTOR OF INFORMAT	ION:	:	
X CONSENT (Specify) A. COMMISSIONER: B. DEPARTMENT: Lee County Public Works C. DIVISION/SECTION: Utilities Division BY: Rick Division BY: Rick Division DATE: 2/20/03								
7. BACKGROU	UND:				1/		′′	
The Board granted permission to construct on 06/19/01, Blue Sheet #20010642. The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing of the water system has been completed. Satisfactory closed circuit television inspection of the gravity collection system has been performed. As-builts have been provided. Engineer's Certification of Completion has been providedcopy attached. Project location mapcopy attached. Warranty has been providedcopy attached. Waiver of Lien has been providedcopy attached. Certification of Contributory Assets has been providedcopy attached. 100% of the connection fees have been paid. Funds for recording fees are available in Account No. OD5360748700.504930.								
SECTIO	IENT RECOMM	/NSHIP 45S	RANGE	Z3E DIS	TRICT #1 COMMI	SSIONER	JANES	
o. MARAGEM	ENT RECOININ	ENDATIONS.						
			9. RECOMM	ENDED APPRO	OVAL			
(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES	3	(G) COUNTY MANAGER	
Saundi Lavender Date: 2 Hos	N/A Date:	N/A Date:	T. Osterhout Date: Z-20	D. Owen Date:	OA OM RISK P. M. 2/26 03 (2/1/103) 2/24	3 118	Sundly J. Lavender Date: J. 7-15 ² 5	
	10. COMMISSION ACTION: APPROVED RECEIVED BY COUNTY ADMIN. (N) (Style). 5170. 52.03 2.25-03 1:00.00 1:00.00							
	DENIED DEFERRED OTHER COUNTY ADMIN. FORWARDED TO: FORWARDED TO:							



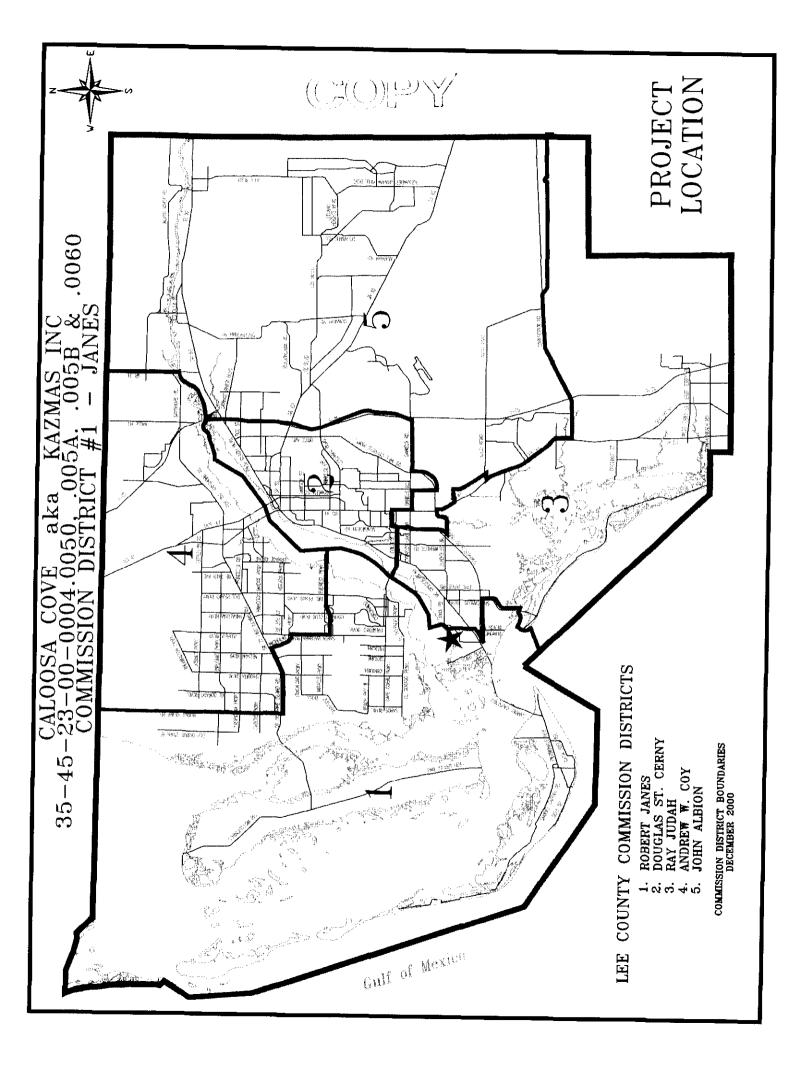
LETTER OF COMPLETION

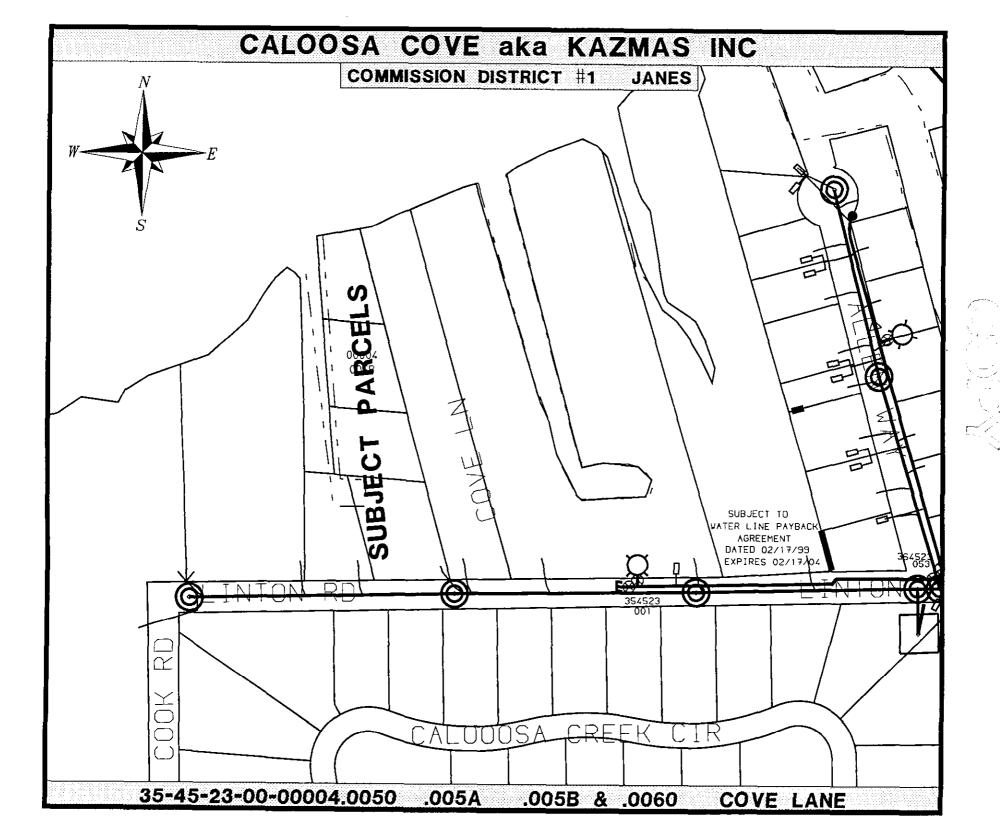
DATE: 10/15/01 Department of Lee County Utilities Division of Engineering Post Office Box 398 Fort Myers, FL 33902 Gentlemen: This is to certify that the water distribution and/or sewage collection system(s) located in CALOOSA COVE / LINTON LANE
(Name of Development) were designed by me and have been constructed in conformance with: the revised plans, attached the approved plans and: the approved specifications the revised specifications, attached Upon completion of the work, we observed the following successful tests of the facilities: WATEMAIN PRESSURE TEST, FINAL INSPECTION AND T.V. OF SANITARY SEWER Very truly yours, MANUEL GARCIA (Owner or Name of Corporation) Momel Sarua

SEAL OF ENGINEERING FIRM

PRINCIPAL

(Title)





WARRANTY

THE UNDERSIGNED parties	do hereby warrant and/or guar	ranty all work executed by the contractor on the water and/or
sewer systems of (Name of Develop	ment): CALCOSA COVE	13160-90 LINION ROAD, FT. MYERS, FL
SIRAP# 35-45-23-	00-00004.0050 / .005A, .00	060, 0070
to be free from defects in material an	nd workmanship for a period o	fone (1) year from the date of acceptance by the Lee County
Board of County Commissioners. T	he 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 defecti	ive work under this Warranty-Guaranty
It is furthermore understood th	at the consideration for the giv	ring of this warranty and/or guaranty is the requirement by the
General Conditions and Specification	ns under which the contract w	vas let that such warranty and/or guaranty would be given.
		. CHRISTO, INCORPORATED
		(NAME OF OWNER OR CONTRACTOR) BY: (Shot a Korum
		(SIGNATURE & TITLE) ROBERT A. KEILING - PRESIDENT
STATE OF FLORIDA)		
) SS: COUNTY OF <u>LEE</u>)		
The foregoing instrument was signed ROBERT A. KEILING	d and acknowledged before m who has produced	e this 18th day of SEPT., 2001by PERSONALLY KNOWN TO ME
(Print or Type Name)	•	(Type Of Identification and Number)
as identification, and who (did) (did	not) take an oath.	
Notary Public Signature		
MARK K. NOTTINGHAM	MARK K. NOTTINGHAM Notary Public, State of Flori	ida
Printed Name of Notary Public	My comm. exp. Jan. 6, 20	04
CC900356 JAN. 6, 2004	Comm. No. CC900356	
Notary Commission Number		(NOTARY SEAL)

WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount

Of	Forty-two Thousand Ninety	dollars & NO	/100 (\$	42,090.00)
Hereby waives	s and releases its lien and right	o claim a lien	ı for labor, s	ervice, or mater	rials
Furnished to	CARLTON-NAUMAI	NN CONST.,	INC.	on th	he job
	(Insert name of				J
Of	CATALPA POINTE PARTNE	ERSHIP	to the	following desc	cribed
j	(Insert name o	of the owner)		_	
Property:	CALOOSA C	OVE			
	(Name of Develo	pment/Project)			
	WATER DISTRIBUTION AND G	RAVITY COLLE	ECTION SYST	EM	
	(Facilities Con	structed)			
	13160-90 LINTON R	OAD FORT	MYERS, FI	<u> </u>	
	(Project L	ocation)			
	35-45-23-00-00004.00)50 / .005A / .	.0060 / .0070	0	
	(STRA	AP#)			
Dated on February 1	12, 2003				
By PART all	Muz	CID	ieto bice		
(Signature of Authorized	Representative)	CHR	(Name of Firm o	ORPORATED or Corporation)	
D. DODEDTA VE	TI INC	1161		-	NZ WW
By: ROBERT A. KE (Print Name of Authorize		4401	(Address)	CK BRIDGE P	KWY
		N F	, ,	O EL 22002	
Title: PRESIDE	NI	<u>N. FC</u>	City, State & Zi	S, FL 33903	
Phone #: 239-997-2	ดาว	F#-		•	
Phone #	023	Fax#:	239-997-46	372	
State of FLORIDA County of LEE					
The foregoing instru	ument was signed and acknowledged	pefore me this _	12 TH day of	February	
2003 by Robert A.	Keiling , who produced <u>persona</u>	lly known to m	e as identifica	ition or who is per	sonally
Known to me, and who did	/did not take an oath.		\mathcal{M}	127	241
NOTARY SEAL	MARK K. NOTTINGHAM Notary Public. State of Florida My comm. eva. Jan. 3, 2004 Comm. No. 00000356	Notary Publi Notary Publi My Commis	(Si c Name: <u>MA</u>	ignature) ARK K. NOTTING Print) JAN. 6, 2004	
(Forms-Waiver of Lien-Revised I	December 2002)				

(3) 1/19/2

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:	CALCOSA COVE
LOCATION:	13160 - 90 IJINIO ROAD FURT MAERS, FL
	SURARN 35-45-23-00-00004.0050 / .005A, .0060, .0070
NAME AND ADDRESS	(Including STRAP) OF OWNER: CRUMER ROUNDE HARDERSHIP
-	17499 MICRECOR BOAD, FORT MYERS, FL. 33908
TYPE UTILITY SYSTE	(as shown on Deed) 4: WITER
	(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
PAC C-900, DR-18	8"	431	TF	12.00	5172,00
FVC C-900, DR-18	4"	444		10_00	4440_00
COUP CL 50	A ^{rr}	.40	IF.	25,00-	1000.00
GATE VALVE	811	· 1 1	FA	1000_00	1000_00
M RIG	, B''	1	EΑ	200,00	200,00
WI ZIERKE	8"	1	EA	1000,00	1000,00
MT TEE	8" x 6"	1	<u> </u>	400,00	460_0 0
MT TEE	8" X 4"	1	D\	400.00	400,00
GATE VADVE	6"	1	FA		800_00
CACTE VALVE	4"	2		700,00	1400,00
45° BEND	410	4	FA	500,00	2000,00
FIRE HYLRAND	5211	1	F/A	2244.00	2244.00
HOM CES YESA	4" X 2"	1 1		354,00	354.00
SINGE SERVICE	111	1		350_00	350,90
MALE SHATE	911		EA-	400.00	800,00
HOW OFF ASSY,	8" X 2"	·1	<u>E</u> A	500-00	500_00
					22,060,00
					- Tarabana

TOTAL AMOUNT

(If more space is required, use additional page(s). Number each page and include the name of the project).

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

	CERTIFYING: ROBERT A. KEILING - PRESIDENT
	(Name & Title of Cerfiying Agent)
	OF: CHRISIO, INCORPORATED
	(Firm or Corporation)
	ADDRESS: 2202 S.E. 27th SIRFET
	CAPE CORAL, FL 33904
•	
STATE OF	
	nowledged before me this 18th day of SEPT. who has produced FESOVALLY KNOWN TO ME
(Print or Type Name) as identification, and who (did) (did not) take an oa	(Type Of Identification and Number) th.
Motary Public Signature MARK K. NOITINGHAM Printed Name of Notary Public	MARK K. NOTTINGHAM Notary Public, State of Florida My comm. exp. Jan. 6, 2004 Comm. No. CC900356
·	
OC900356 JAN 6, 2004 Notary Commission Number	(NOTARY SEAL)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME:	CALOOSA COVE				
LOCATION:	13160 - 90 LI	INTO ROAD FORT MYE	S, FL		
	SIRAP# 35-45-	-23-00-00004,0050 /	.005A, .0060, .0	0070	
NAME AND ADDRE	(Including ST				
NAME AND ADDRE	ess of owner:	CALALPA ROINII	E PARINERSHIP		
	17499 MbGREGOR	BLVD. FORT MYERS,	FL 33908		
	(as shown on	Deed)			
TYPE UTILITY SYS	TEM:	list water sewer and	affluent sauce ser	areataly)	
	(itst water, sewer and	emuent reuse sep	parately)	
· <u>DES</u>	CRIPTION AND C	OST OF MATERIAL	L, LABOR, AND	SERVICES	
Diago list and slame	ant af the sustain a		:A:	l &#:</td><td>-4-</td></tr><tr><th>Please list each eleme</th><th>ent of the system, e</th><th>.g., pipe, mannoies, i</th><th>in stations, meter</th><th>s, vaives, intings,</th><th>etc.</th></tr><tr><th>ITEM</th><th>SIZE</th><th>QUANTITY</th><th>UNIT</th><th>COST</th><th>TOTAL</th></tr><tr><td>PAC STR 26</td><td>8^{rr}</td><td>404</td><td>IF</td><td>27,00</td><td>10,908.00</td></tr><tr><td>SINGLE SERVICE</td><td>6'1_</td><td>2</td><td>FA</td><td>400_00</td><td>800.00</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>OUBLE SERVICE</td><td>6''</td><td>1</td><td>FA_</td><td>500,00</td><td>500_0</td></tr><tr><td>OUBLE SERVICE TO ASSY</td><td>ศ'</td><td>3</td><td></td><td>500,00</td><td>500_00 450_00</td></tr><tr><td></td><td></td><td></td><td></td><td> -</td><td>450.00</td></tr><tr><td>TO ASSY</td><td>ศ'</td><td>3</td><td><u>FA</u></td><td>150,00</td><td>450.00</td></tr><tr><td>TO ASSY</td><td>ศ'</td><td>3</td><td><u>FA</u></td><td>150,00</td><td>450.00</td></tr><tr><td>TO ASSY</td><td>ศ'</td><td>3</td><td><u>FA</u></td><td>150,00</td><td>450.0</td></tr><tr><td>TO ASSY</td><td>ศ'</td><td>3</td><td><u>FA</u></td><td>150,00</td><td>450.0</td></tr><tr><td>TO ASSY</td><td>ศ'</td><td>3</td><td><u>FA</u></td><td>150,00</td><td>450.0</td></tr><tr><td>TO ASSY</td><td>ศ'</td><td>3</td><td><u>FA</u></td><td>150,00</td><td>450.0</td></tr><tr><td>TO ASSY</td><td>ศ'</td><td>3</td><td><u>FA</u></td><td>150,00</td><td>450.0</td></tr><tr><td>TO ASSY</td><td>ศ'</td><td>3</td><td><u>FA</u></td><td>150,00</td><td>450.00</td></tr><tr><td>TO ASSY</td><td>ศ'</td><td>3</td><td><u>FA</u></td><td>150,00</td><td>=</td></tr></tbody></table>	

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

	CERTIFYING: ROFERT A. KEILING - PRESIDENT (Name & Title of Certiying Agent) OF: CHRISIO, INCORPORATED (Firm or Corporation) ADDRESS: 2202 S.E. 27th SIRFET
	CAPE CORAL, FL 33904
STATE OF	owledged before me this <u>18th</u> day of <u>SEPT.</u> , ho has produced FESCIVALLY KNOWN TO ME
(Print or Type Name) as identification, and who (did) (did not) take an oath	(Type Of Identification and Number)
Motary Public Signature MARK K. NOITINGHAM Printed Name of Notary Public	MARK K. NOTTINGHAM Notary Public, State of Florida My comm. exp. Jan. 6, 2004 Comm. No. CC900356
OC900356 JAN 6, 2004 Notary Commission Number	(NOTARY SEAL)

TO: LEE COUNTY FINANCE DEPARTMENT	
FROM:	BS 20030215-UTL
(Department)	_
SUE GULLEDGE	_
A. AUTHORIZATION:	
This transmittal authorizes the UTIL. ENGINEERING	_
office to incur expenses for filing/records against:	
Purchase Order # for project.	(THREE EASEMENTS)
ACCOUNT NO. OD5360748700.504930	-CATALPA POINTE PARTNERSHIP -GREGORY & STEPHANIE TOTH
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING WITH COPY TO SUE GULLEDGE, UTILITIES	-MORAIN SERVICES INC.,
with corr to sue dumbedge, differiles	The Juledge
	SOE GULLEDOE Ségnature Authorization
B. SERVICE RECEIVED: RECORDING	
O. R. COPIES	
PLAT COPIES	
CASE #/INDEX FEE	
DESCRIPTION OF SERVICE	
AMOUNT OF FEE INCURRED \$	
(date)	(DEBLITY CLERK)
(uate)	(DEPUTY CLERK)
THIS FORM GOES TO CASHIER WITH RE	(CUSTOMER) (DEPT.) EGULAR RECEIPT ATTACHED
C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY	1
	}
REC'D	
ENTERED	
CUST. #	
INV. #	
PLEASE REMIT TO: Clerk's Accounting	

FORT MYERS, FLORIDA 33902-2396
White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE

P.O. BOX 2396



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

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE

DR-219 R. 07/98

H	(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)
1.	Parcel Identification Number (If Parcel ID not available please call County Property Of Land County Pr
2.	Appraiser's Office) Appraiser's Office) Transaction is a split Multi-parcel that apply With building(s) at time
3.	trian apply transaction? →
	15148 ANCHORAGE WAY, FT MYERS FL 33908
4.	Mailing Address City State Zip Code Phone No. LEE COUNTY BOARD OF COUNTY COMMISSIONERS Last First MI Corporate Name (if applicable)
	P. O. BOX 398, FT MYERS FL 33902 (239) 479-8181
5.	Mailing Address City State Zip Code Phone No. Date of Sale/Transfer Sale/Transfer Price
	Month Day Year (Round to the nearest dollar.) Property Located In 4 6 County Code (County Codes on Revers
6.	Type of Document Contract/Agreement X Other 7. Are any mortgages on the property? If "Yes", YES / NO
	Warranty Deed Outstanding mortgage balance: Quit Claim EASEMENT Deed DONATION Outstanding mortgage balance: Quit Claim EASEMENT Deed ONATION
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.
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 Institutional/
	Property Type: Residential Commercial Industrial Agricultural Miscellaneous Government Vacant Acreage Timeshare Mark (x) all that apply Cents
	To the best of your knowledge, was personal property YES / X NO \$
13.	If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?
ı	Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of thick he/her has any knowledge.
L	Signature of Grantor or Grantee or Agent WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPRIESED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY INDOSED BY THE REVENUE IN A PENALTY OF \$25.00 IN ADDITION TO ANY
	OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.
	(To be completed by the Clerk of the Circuit Court's Office) Clerks Date Stamp
C	D. R. Book
Pa	and ge Number
Fi	and le Number
Dat	e Recorded Day Year

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

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE DR-219 R. 07/98

(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

Maling Address Date of Sale/Transfer Sale/Transfer Price Sale/Transfer Price Out O Property Year (Round M the nearest dollar) Type of Document Contract/Agreement Contract/C		Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.	
Apprehiser's Office) - 3H-35 Supply Output Supply Transaction is a split or cultural from the family transaction? - 3H-35 Supply transaction?	1.	(If Parcel ID not available	
2. Maint (s) all Multi-parcel protection from that apply interascion? Multi-parcel protection from the protect protection of adala/transfer? The state of the protection of adala/transfer? The state of the protection of the protection of adala/transfer? The provided interaction of the protection of the provided interaction of the provide		Appraiser's Office) → 3543/2300000040058	
State Corporate Name (if applicable) 12651 MCGREGOR BLND 4-403, FT MYERS FL 33919 State Zip Code Phone No.	2.	mark (x) all Multi-parcel or cutout from with building(s) at time that apply transaction?	
1.2651 MGGREGOR BLVD 4-403, FT MYERS FI, 33919 Mailing Address Let Country BOARD OF COUNTY COMMISSIONERS Last First P. O. BOX 398, FT MYERS FI, 33902 P. O. BOX 398, FT MYERS FI, 33902 Sale/Transfer Price Mailing Address Sale/Transfer Price Month Day Vear (Round to the nearest dollar) Month Day Contract/Agreement (Country Commissioners) Month Day Contract/Agreement (Round to the nearest dollar) Month Day Contract/Agreement (Round to the nearest dollar) Month Day Contract/Agreement (Round to the nearest dollar) Deed Doll Claim EASEMENT (Round to the neares	3.	Grantor (Seller):	_
4. Grantee (Buyer): LEE COUNTY BOARD OF COUNTY COMMISSIONERS First First MERS FL 33902 P. O. BOX 398, FT MYERS FL 33902 Mailing Address Sale/Transfer Price Mailing Address Sale/Transfer Price Sale/Transfer Price Countract/Agreement Month Day Year Contract/Agreement Contract/Agreement Month Day Year Contract/Agreement Contract/Agreement Contract/Agreement Month Deed DoAATION Contract/Agreement Contract/Agreement Contract/Agreement Month Deed DoAATION Contract/Agreement Month Deed DoAATION To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Focated sale by count order? Foreclosure pending? Stores Sale? Title defects? Corrective Deed? Mineral rights? YES Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing: Conventional Solior Provided Conventional Agreement or Conventional Solior Provided Conventional Agreement or Conventional Solior Provided Conventional Solior Provided Conventional Solior Provided Conventional Agreement or Conventional Solior Provided Conventional Solior Provided Conventional Solior Provided Conventional Solior Provided Conventional		Will Golphiate Hairie (il applicable)	
P. O. BOX 398, FT MYERS FL 33902 Mailting Address Sale/Transfer Price Sale/Transfer Sale/Transfer Sale/Transfer Sale/Transfer Sale/Transfer Sale/Transfer Sale/Transfer Sale/Transfer Price Sale/Transfer Inanced? PES Mait Carpanage Datance Sale/Transfer Price Sale/T		1 THE COUNTY BOARD OF COUNTY CONSTRUCTOR	_
Mailing Address City State Mailing Address City State Countral City State State Countral City State	4.	G. Britoo (Bayer).	-
5. Date of Sale/Transfer Sale/Transfer Price		P. O. BOX 398, FT MYERS FL 33902 (239) 479-8181	_
Month Day Year (Round to the nearest dollar.) 6. Type of Document or Deed Type of Document for Deed Outstanding mortgage balance: Warranty Outstanding mortgage balance: YES Outstanding mortgage balance: Outstanding mortgage balance: Outstanding mortgage balance: YES Outstanding mortgage balance: YES Outstanding mortgage balance: Outstanding mortgage balance: YES Outstanding mortgage balance: YES Outstanding mortgage balance: Outstanding mortgage balance: YES Outstanding mortgage balance: Outstanding mortgage balance: YES Outstanding mortgage balance: YES Outstanding mortgage balance: Outstanding mortgage balance: Outstanding mortgage balance: YES Outstanding mortgage balance: YES Outstanding mortgage balance: Outstanding mortgage balan	5.		
Warranty Deed Out Claim EASEMENT (Round to the nearest dollar.) 8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by count order? Procelosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? YES Sale of a partial or undivided interest? Related to seller by blood or marriage. 9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing: Conventional Seller Provided Contract for Deed Other Institutional/ 10. Property Type: Residential Commercial Industrial Agricultural Miscellaneous Government Vacant Acreage Mark (x) all that apply		(County Codes on Reversi	9)
Warranty Deed Quit Claim Deed DoNATION (Round to the nearest dollar,) 8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. 9. Was the sale/transfer financed? YES	6.)
Sale of a partial or undivided interest? Related to seller by blood or marriage. 9. Was the sale/transfer financed? YES		Warranty Deed Quit Claim EASEMENT (Round to the nearest dollar.)]
Conventional Seller Provided Agreement or Contract for Deed Other 10. Property Type: Residential Commercial Industrial Agricultural Miscellaneous Government Vacant Acreage 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.) 12. Amount of Documentary Stamp Tax 13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under a 201.02(6), Florida Statutes? Under penalties of perjury. I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by some than the taxpayer, his/her declaration is based on all information of factor of the facts stated in it are true. If prepared by some than the taxpayer, his/her declaration is based on all information of factor of the facts stated in it are true. If prepared by some than the taxpayer, his/her declaration is based on all information of factor of the facts stated in it are true. If prepared by some than the taxpayer, his/her declaration is based on all information of factor of factor or Grantee or Agent Number Fortie This Returns on Attendary of Factor of the Circuit Court of the Circuit Court's Office) On the completed by the Clerk of the Circuit Court's Office) On the factor of the Circuit Court's Office) On the factor of the Circuit Court's Office)		such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?)
Conventional Seller Provided Contract for Deed Other Institutional/ Miscellaneous Government Vacant Acreage 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.) 12. Amount of Documentary Stamp Tax under a 201.02(6), Florida Statutes? Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by some than the taxpayer, his/her declaration is based on all information of your penalties of perjury. I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by some than the taxpayer, his/her declaration is based on all information of your penalties of perjury. Date WARNING FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN A OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA. (To be completed by the Clerk of the Circuit Court's Office) Clerks Date Stamp O. R. Book and Page Number and File Number Date O. R. Book Page Number Date O. R. Book Page Number Date O. R. Book Page Number Date Date O. R. Book Page Number Date	9.		
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Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by some than the taxpayer, his/her declaration is based on all information of which be/hen has any knowledge. Signature of Grantor or Grantee or Agent WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORMAPPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN A OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA. (To be completed by the Clerk of the Circuit Court's Office) Clerks Date Stamp O. R. Book and Page Number and File Number Date Recorded / / / / / / / / / / / / / / / / / / /	13.		
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Date Recorded / / / / / / / / / / / / / / / / / /	Fi		
Month Day Year		te Recorded/	

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

PHOTOCOPIES OF THIS FORM NOT ACCEPTABLE

DR-219 B. 07/98

(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING) Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below. 0 Parcel Identification Number (If Parcel ID not available please call County Property 300000040050 Appraiser's Office) Property was improved Transaction is a split Mark (x) all Multi-parcel with building(s) at time or cutout from that apply transaction? of sale/transfer? another parcel? CATALPA POINTE PARTNERSHIP Grantor (Seller): Last Corporate Name (if applicable) **First** MI 17499 MCGREGOR BLVD, FT MYERS FL 33908 Mailing Address Zip Code State Phone No LEE COUNTY BOARD OF COUNTY COMMISSIONERS Grantee (Buyer): P. O. BOX 398, FT MYERS FL 33902 Corporate Name (if applicable) 479-8181 Mailing Address City State Zip Code Phone No. Date of Sale/Transfer Sale/Transfer Price Property County Code 4 6 Located In (County Codes on Reverse) Day (Round to the nearest dollar.) Month Contract/Agreement Other 7. Are any mortgages on the property? If "Yes", Type of Document for Deed outstanding mortgage balance Warranty Quit Claim EASEMENT (Round to the nearest dollar.) Deed Deed DONATION 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. Was the sale/transfer financed? YES NO If "Yes", please indicate type or types of financing: Agreement or Conventional Seller Provided Contract for Deed Other Institutional/ 10. Property Type: Residential Commercial Agricultural Miscellaneous Timeshare Industrial Government Vacant Acreage Mark (x) all that apply Cents 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.) 12. Amount of Documentary Stamp Tax 13. If no tax is due in number 12, is deed exempt from Documentary Stamp Ta YES NO 201.02(6), Florida Statutes? Under penalties of perjury, I declare that I have read the foregoing return. ind that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of #hic he/her\has any knowledge. lo? Signature of Grantor or Grantee or Agent DIRECTOR
RTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY RTCK DT.
WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA (To be completed by the Clerk of the Circuit Court's Office) Clerks Date Stamp O. R. Book and Page Number and File Number **Date Recorded**

Day

Year

Month

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

#1 (Lot 4)

THIS INDE	NTURE is	made	and entered in	nto this	da	ay of	, 20	<u>_</u> ,
by and between _	Catalpa	Pointe	Partnership	,	Owner,	hereinafter	referred	to
as GRANTOR(S),	and LEE	COUN	TY, hereinafte	r referre	ed to as	GRANTEE.		

WITNESSETH:

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

- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, shall assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.
- 7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.
- 8. GRANTEE shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.
- 9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,
- 10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

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

	Was aum Parince
X / Kolo a. A Vois some	
(Signature of 1st Witness)	(Grantor's/Owner's Signature) (ATAL PARCINITY PARTICIONITY
(Name of 1st Witness)	(Grantor's/Owner's Name)
(Name of 1" vvitness)	(Grantor s/Owner's Name)
X Merille Sharkenst	Dwner
(Signature of 2 nd Witness)	Yitle
(Name of 2nd Witness)	
STATE OF 1011da) COUNTY OF LEE)	n NC
The foregoing instrument was signed an of Chilon 2003 by MRK produced the following as identification personally known to me, and who did/did not	d acknowledged before me this 13 th day MUMAN N or is take an oath.
Notary Public Signature (1) (CHELE K (CHOO))	S. SMELE R. GROPP Line Mile. State of Fluids Laure 1989. Mar. 29, 2005 Line Mar. 10 013574
Printed Name of Notary Public	
(Notary Seal & Commission Number)

MICHELE R. GROPP Notary Public, State of Florida My comm. exp. Mar. 29, 2005 Comm. No. DD 013574



LAND SURVEYORS • PLANNERS

L-4 Survey

LEGAL DESCRIPTION
OF A PARCEL LYING IN
SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST,
LEE COUNTY, FLORIDA

(LOT 4, CALOOSA COVE SUBDIVISION UNRECORDED)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST, BEING LOT 4, CALOOSA COVE SUBDIVISION UNRECORDED AS SHOWN IN OFFICIAL RECORD BOOK 136, PAGE 591-600 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF GOVERNMENT LOT 4, ALSO BEING THE CENTERLINE OF LINTON ROAD (50 FEET WIDE) AS MONUMENTED AND OCCUPIED FOR 832.14 FEET; THENCE N.14*32'16"W. FOR 25.83 FEET TO THE NORTH LINE OF SAID LINTON ROAD (50 FEET WIDE) AS MONUMENTED AND OCCUPIED, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE WEST ALONG THE NORTH LINE OF SAID LINTON ROAD FOR 125.49 FEET; THENCE N.14*32'16"W. FOR 173.25 FEET; THENCE S.85*03'09"E. FOR 128.85 FEET TO AN INTERSECTION WITH THE WEST LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3235, PAGE 375 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.14*32'16"E. ALONG SAID WEST LINE FOR 161.77 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 0.47 ACRES, MORE OR LESS AS DESCRIBED.



LEGAL DESCRIPTION OF AN EASEMENT LYING IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA

(30' UTILITY EASEMENT)

LOT 4 Proposed Utility Exsensit

A 30 FOOT WIDE UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST, BEING PART OF LOT 4, CALOOSA COVE (UNRECORDED SUBDIVISION) AS RECORDED IN OFFICIAL RECORD BOOK 136 AT PAGES 591-597, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E ½) CORNER OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF GOVERNMENT LOT 4, ALSO BEING THE CENTERLINE OF LINTON ROAD (50 FEET WIDE), AS MONUMENTED AND OCCUPIED FOR 832.14 FEET; THENCE N.14°32'16"W. FOR 25.83 FEET TO THE NORTH LINE OF SAID LINTON ROAD (50 FEET WIDE), AS MONUMENTED AND OCCUPIED, BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE WEST ALONG SAID NORTH LINE FOR 30.99 FEET; THENCE N.14°32'16"W. FOR 164.60 FEET; THENCE S.85°03'09"E. FOR 31.82 FEET TO THE WEST LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 3235 AT PAGE 375 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.14°32'16"E. ALONG SAID WEST LINE FOR 161.77 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 4,896 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT LOT 4 IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST BEING WEST.

MERIDIAN SURVEYING & MAPPING, LLC

FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

SCOTT M. SHORE

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

1125SK6.doc

O.R. 2122, PAGE 2468 MATE OF COME (O.A., 136, PG, 597) CONT. STATE [0] 5 CONC. SEVANTI 5' WALKWAY EKSEMENT (OUR. 134, PG. 597) LOT 2 CONC. SEVERALL JOHN F. LOT 3 DUTH UNE OF LOT 1 LĐ LOI 🛧 (SO' MIDE) 23.53.
UNTON ROAD SOUTH LINE OF GOVERNMENT LOT 4.
EAST-WEST 1/4 SECTION LINE SKETCH TO ACCOMPANY DESCRIPTION 6' WILLY EASEMENT B N.14'32'16'W. 25.83' 14.25.41.N 3.91,25,115 GVE 30A9 , GESE , A.O. 30' UTILLY EXSEMENT AS MONUMENTED AND OCCUPIED * SEE SHEET I OF 2 FOR LEGAL DESCRIPTION * WEST 832.14" EAST 1/4 CORNER SECTION 35-45-23 P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORD BOOK
PG. = PAGE
CONC. = CONCRETE LEGEND: 2-1-2002 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. 11255K6.DWG UNTOW ROAD IS SO PET WIDE (25 FEET ON EACH SIDE OF THE FAACTION LINE), AS HOMOWEDTED, HOWERER THE UNRECORDED PLAT OF CLACOSA CORK SHOWS THE HORPH LINE OF LINTON HOME AND TO BE LIS FEET FROM THE FACTORION LINE AND THE LOCATION OF LINTON ROAD ON THE SCRETCH WAS BASED ON CURRENT MONLMENTATION/OCCUPATION. DESCRIPTION ATTACHED HYBEIN WAS BASED ON THE IMPRECIABLED PLAT OF CALCOSA COME, AND EXISTING ANDMINISTRATION FROM A SURVEY PREPARED OF THIS FIRM, PROJECT NO. 1125, DATED 3-2-2001. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS—OF—WAY (RECORDED AND UNRECORDED, WRITTEN AND UNMRITTEN). BEARINGS ARE BASED ON THE SOUTH LINE OF GOVERNMENT LCT 4 IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST BEING WEST. NOTES: MERIDIAN SURVEYING & MAPPING, LLC LAND SURVEYORS FLANNERS
LB# 7071 SKETCH OF DESCRIPTION Exhibit "A" : = 50 * THIS IS NOT A SURVEY * 9 SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
PROFIDA CERTIFICATE NO. LS# 5743 DATE SIGNED: OFEDGE BY TLM/SWS 1125 5245 RAMSEY WAY, SUITE #2 FORT MYEAS, FLORIDA 33907 PHONE: (941) 275—8575 FAX: (941) 275—8457 2-4-2002 ***.meridianfl.com 35-45-23 2 OF 2

#1 (Lot 4)

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

#2 (Lot 2)

THIS INDENTURE is made and entered into this	s day of	, 20
by and between Greg Toth & Stephanie Miller Toth.	Owner, hereinafter	referred to
as GRANTOR(S), and LEE COUNTY, hereinafter refer		

WITNESSETH:

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

- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, shall assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.
- 7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.
- 8. GRANTEE shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.
- 9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,
- 10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

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

x Charles Broken	x Composition
(Signature of 1 st Witness)	(Grantor's/Owner's/Signature)
(Name of 1st Witness)	(Grantor's/Owner's Name)
(Name of 1st Witness)	(Grantor s/Owner's Name)
X (Signature of 25 Witness)	JA, po Consulation
(Signature of 25 Witness)	Title
(Name of 2) Witness)	
(Name of 27 Witness)	
STATE OF Orda) SS: COUNTY OF Let) The foregoing instrument was signed an of 1000 by 1000	
Notary Public Signature Notary Public Signature Printed Name of Notary Public	MICHELE R. GROPP Notary Public, State of Florida My comm. exp. Mar. 29, 2005 Comm. No. DD 013574 (Notary Seal & Commission Number)



LEGAL DESCRIPTION OF AN EASEMENT LYING IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA

(30' UTILITY EASEMENT)

A 30 FOOT WIDE UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST, BEING PART OF LOT 2, CALOOSA COVE (UNRECORDED SUBDIVISION) AS RECORDED IN OFFICIAL RECORD BOOK 136 AT PAGES 591-597, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E ½) CORNER OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF GOVERNMENT LOT 4, ALSO BEING THE CENTERLINE OF LINTON ROAD (50 FEET WIDE), AS MONUMENTED AND OCCUPIED FOR 832.14 FEET; THENCE N.14°32′16″W. FOR 25.83 FEET TO THE NORTH LINE OF SAID LINTON ROAD (50 FEET WIDE), AS MONUMENTED AND OCCUPIED, THENCE CONTINUE N.14°32′16″W. ALONG THE WEST LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 3235 AT PAGE 375 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA FOR 277.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE N.85°03′09″W. FOR 31.82 FEET; THENCE N.14°32′16″W. FOR 147.92 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE S.85°03′09″E. ALONG SAID NORTH LINE FOR 31.82 FEET TO SAID WEST LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 3235 AT PAGE 375 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.14°32′16″E. ALONG SAID WEST LINE FOR 147.92 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 4,438 SQUARE FEET OR 0,10 ACRES, MORE OR LESS.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT LOT 4 IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST BEING WEST.

MERIDIAN SURVEYING & MAPPING, LLC FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

SCOTT M. SHORE

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

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ETCH TO ACCOMPANY DESCRIPTION 5245 RAMSEY WAY, SUITE #2 FORT MYERS, FLORIDA 33907 PHONE: (941) 275—8575 FAX: (941) 275—8457 UNTON ROJO IS SO FEET WIDE (25 FEET ON EACH SOE OF THE FRACTION UNE), AS WOMENITD, HOWENST THE UNECORDED FAT OF CUCAGO, COVE SHOWS THE NOWTH UNE OF UNES ROAD TO BE 15 FEET FROM THE FRACTION UNE AND THE LOCATION OF LINTON ROAD ON THIS SKETCH WAS BASED ON CURRENT MONUMENTATION/OCCUPATION DESCRIPTION ATTACHED HEREDN WAS BASED ON THE UNRECTROED PLAT OF OALDOSA COVE, AND ENTIRM UNRAMENTATION FROM A SURVEY PREPARED BY THIS FIRM, PROJECT WAS, 11%, DRIFF 3-2-2001. * THIS IS NOT A SURVEY * 2 05 2 ••• meridianfl.com NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL CF FLORIDA LICENSED SURVEYOR AND MAPPER. BEARINGS ARE BASED ON THE SOUTH LINE OF GOVERNMENT LOT 4 IN SECTION 35, TOWNSHIP 45 SOUTH, AANGE 23 EAST BEING WEST. CATE SIGNED: 2-4-2002 SUBLECT TO EXEMPUTS, RESTRICTIONS, RESERVATIONS AND RIGHTS—OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN). SKETCH OF DESCRIPTION | PROJECT NO. 1125 TLM/SMS SURVEYING & MAPPING, LLC MERIDIAN LAND SURVEYORS -P_ANNERS LB# 7071 30. = 50. PELD BOCK/PACE. #2 (Lot 2) SMS * SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION * P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT~OF-WAY
O.R. = OFFICIAL RECORD BOOK
PG. = PAGE
CONC. = CONCRETE 1125SK4.DWG NOTES 342704 DATE: 2-1-2002 PLE NAME: LEGEND: NORTH LINE OF LINTON ROAD AS MONUMENTED AND OCCUPIED P.O.C. EAST 1/4 CORNER SECTION 35-45-23 (50° MOE) 25.83' WEST 8.22.14'
LINTON ROAD SOUTH LINE OF GOVERNMENT LOT 4
EAST—WEST 1/4 SECTION LINE 30' UTUTY EASEMENT N.14'32'16"W. 25.83' 3235, PAGE 375 UTILITY EASEMENT R. 136, PAGE 597) **→** N.14-32-18-W. 101 3 ψ MORTH LINE OF LOT 2 רסו 2 WALKWAY EASEMENT (O.F. 136, PG. 597) 5 CONC. SEABALL 5' WALKWAY EASDLENT (O.R. 136, PC. 597) SANAL LQ1 55 CONC. SEMBAL FACE OF CONC. SEAWALL CYNYC O.R. 2122, PAGE 2468

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT #3 (Lot 3)

THIS INDENTURE is made and entered into this	day of	, 20
by and between Morain Services, Inc.	Owner, hereinafter	referred to
as GRANTOR(S), and LEE COUNTY, hereinafter referre	ed to as GRANTEE.	

WITNESSETH:

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

- 5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.
- 6. GRANTOR(S), its heirs, successors or assigns, shall assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.
- 7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.
- 8. GRANTEE shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.
- 9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,
- 10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

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

x7) ida Houseaman	Mozain Services Inc.	
(Signature of 1 st Witness)	(Grantor's/Owner's Signature)	
Viola Fleischman	Robert Morain	
(Name of 1 st Witness)	(Grantor's/Owner's Name)	
X Mulle S. Slankers of (Signature of 2nd Witness)	Dwner	
(Signature of 2 nd Witness)	Title	
Mulle B Blanken Shif (Name of 2nd Witness)	2	
(Name of 2 nd Witness)		
STATE OF TO Ida) SS: COUNTY OF TO COUNTY OR COUNTY OF TO COUNTY OR COUNTY OF TO COUNTY OR COUNTY OF TO COUNTY OR COUNTY OF TO COUNTY OR COUNTY OF TO COUNTY OF	mart	
The foregoing instrument was signed and acknowledged before me this 2016 day of		
Notary Public Signature Michele R. GRUDD Printed Name of Notary Public	MICHELE R. GROPP Notary Public, State of Floride My comm. exp. Mar. 29, 2005 Comm. No. DD 013574	
Printed Name of Notary Fubile ((Notary Seal & Commission Number)	



LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION OF AN EASEMENT LYING IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA

(30' UTILITY EASEMENT)

A 30 FOOT WIDE UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST, BEING PART OF LOT 3, CALOOSA COVE (UNRECORDED SUBDIVISION) AS RECORDED IN OFFICIAL RECORD BOOK 136 AT PAGES 591-597, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 35; THENCE WEST ALONG THE SOUTH LINE OF GOVERNMENT LOT 4, ALSO BEING THE CENTERLINE OF LINTON ROAD (50 FEET WIDE), AS MONUMENTED AND OCCUPIED FOR 832.14 FEET; THENCE N.14°32'16"W. FOR 25.83 FEET TO THE NORTH LINE OF SAID LINTON ROAD (50 FEET WIDE), AS MONUMENTED AND OCCUPIED, THENCE CONTINUE N.14°32'16"W. ALONG THE WEST LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 3235 AT PAGE 375 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA FOR 161.77 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE N.85°03'09"W. FOR 31.82 FEET; THENCE N.14°32'16"W. FOR 116.11 FEET; THENCE S.85°03'09"E. FOR 31.82 FEET TO SAID WEST LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 3235 AT PAGE 375 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.14°32'16"E. ALONG SAID WEST LINE FOR 116.11 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 3,483 SQUARE FEET OR 0.08 ACRES. MORE OR LESS.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT LOT 4 IN SECTION 35, TOWNSHIP 45 SOUTH, RANGE 23 EAST BEING WEST.

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SCOTT M. SHORE

PROFESSIONAL SURVEYOR AND MAPPER

FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

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#3 (Lot 3)

