

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20020709-UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance by Resolution, and recording of two easements as a donation of a water distribution system, and a gravity collection system serving **Legends Tract 'P', Phases 1 & 2 - Bristol Bay**. This is a developer contributed asset and the project is located on the west side of Fiddlesticks Boulevard across from The Olde Hickory Club and just north of Fiddlesticks Country Club.

WHY ACTION IS NECESSARY: To provide potable water service, fire protection and sanitary sewer service to this phase of the 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
COMMISSION DISTRICT #: 5

C10B

3. MEETING DATE:

07-02-2002

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
 - ORDINANCE
 - ADMIN. CODE
 - OTHER Res. /Easements

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER: _____
 B. DEPARTMENT: Lee County Public Works
 C. DIVISION/SECTION: Utilities Division
 BY: Rick Diaz, Utilities Director
 DATE: 6/13/02

7. BACKGROUND:

The Board granted permission to construct on 11/28/00; Blue Sheet #20001118.
 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 provided---copy attached.
 Project location map---copy attached.
 Warranty has been provided---copy attached.
 Waiver of lien has been provided---copy attached.
 Certification of Contributory Assets has been provided---copy attached.
 100% of the connection fees have been paid.

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

SECTION 28 TOWNSHIP 45S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
J. Lavender Date: 6/18/02	N/A	N/A	T. Osterhout Date: 6-13	6/18/02	6/19/02	6/20/02	6/20	6-19-02	J. Lavender Date: 6/19/02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN. DD
6/19 12:00
COUNTY ADMIN.
FORWARDED TO:
6/20/02 1pm

RECEIVED
by CO. ATTY.
1:50pm
CO. ATTY. J. L. H. S.
FORWARDED TO:
Budget
10:05 AM

COPY

11.4

LETTER OF COMPLETION

DATE: **JUNE 25, 2001**

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 **sewer** collection system (s) located in _____

LEGENDS GOLF AND COUNTRY CLUB - TRACT "P" - PH1

(Name of Development)

were designed by me and have been constructed in conformance with:

- the approved plans
- the revised plans, attached

and:

- the approved specifications
- the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: _____

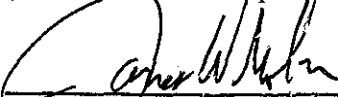
Water pressure tests and sewer pressure tests, sewer viewer

Very truly yours,

JAMES W. MOLNAR, P.E. # 49237

Banks Engineering, Inc.

(Owner or Name of Corporation)


(Signature) 6/25/01

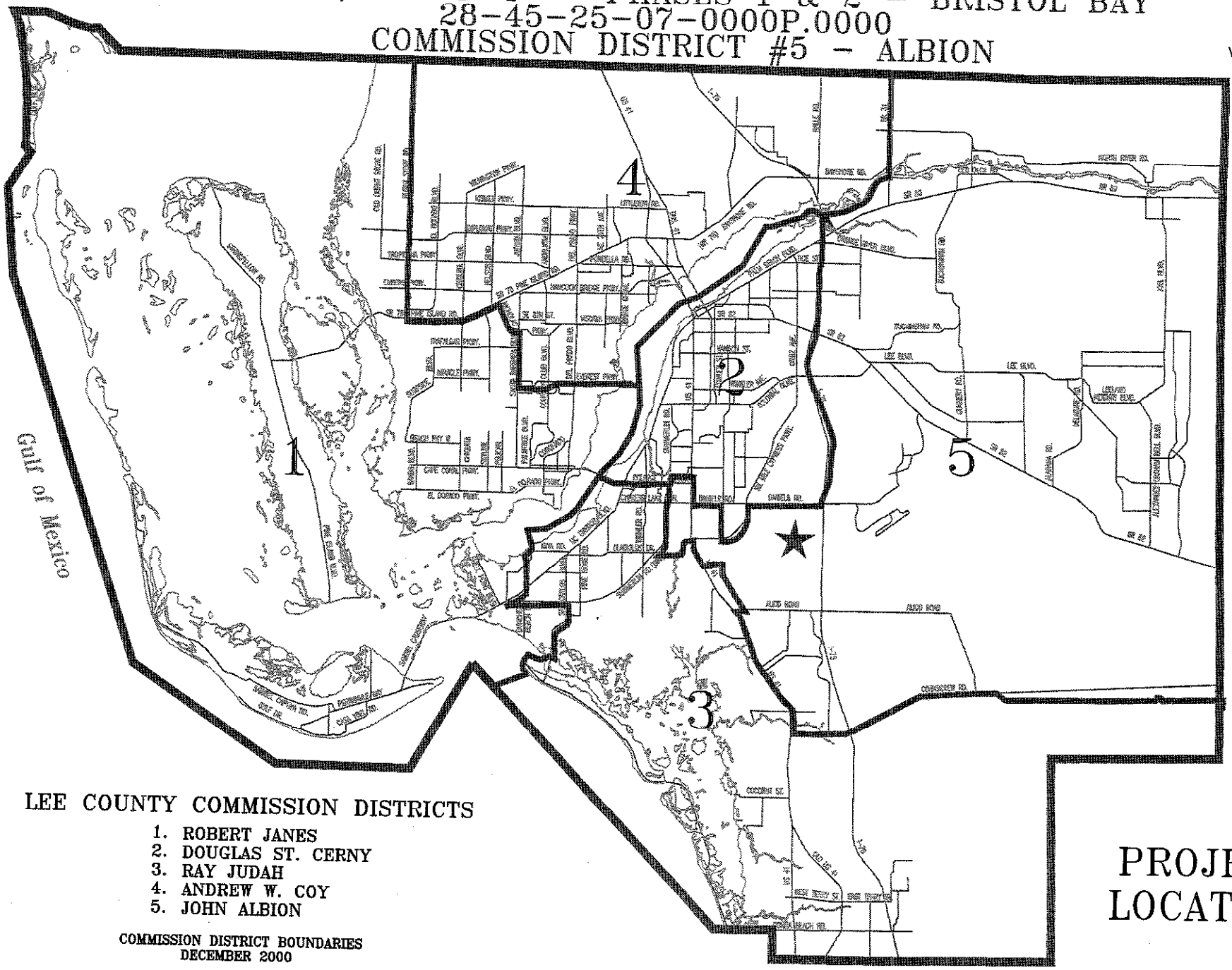
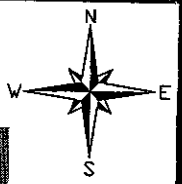
PROJECT MANAGER

(Title)

(SEAL OF ENGINEERING FIRM)

7/1/96

LEGENDS, TRACT 'P' - PHASES 1 & 2 - BRISTOL BAY
 28-45-25-07-0000P.0000
 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

COPY

PROJECT
 LOCATION

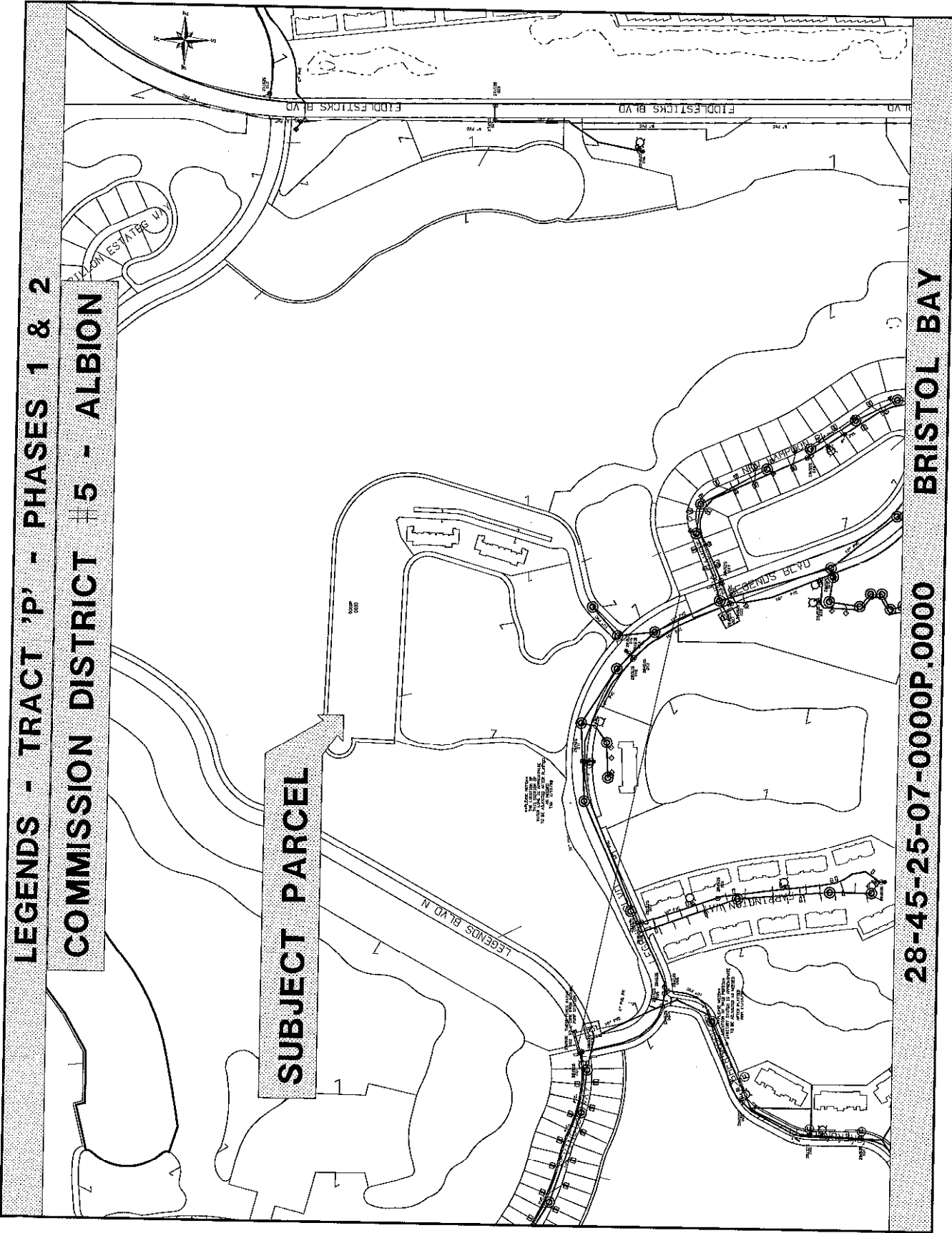
COPY

LEGENDS - TRACT 'P' - PHASES 1 & 2

COMMISSION DISTRICT #5 - ALBION

SUBJECT PARCEL

28-45-25-07-0000P.0000 BRISTOL BAY



COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of (Name of Development): Legends Tract P, Phase One 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.

I.P. MURPHY, INC
(NAME OF CONTRACTOR)

BY: [Signature]
(SIGNATURE & TITLE)

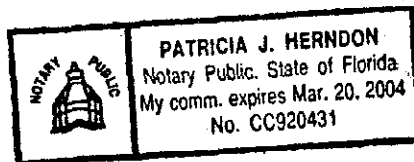
STATE OF FLORIDA)
COUNTY OF LEE) SS:

The foregoing instrument was signed and acknowledged before me this 12 day of October, 2001 by S. JAMES PATRICK MURPHY,
(Print or Type Name)
who has produced FEDL# ML10455410490,
(Type of Identification and Number)
as identification, and who (did) (did not) take an oath.

[Signature]
Notary Public Signature

Patricia J Herndon
Printed Name of Notary Public

CC920431
Notary Commission Number



(NOTARY SEAL)

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the sewer system of (Name of Development): Legends Tract P, Phase One 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.

J.P. MURPHY, INC.
(NAME OF CONTRACTOR)

BY: J.P. Murphy Owner
(SIGNATURE & TITLE)

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was signed and acknowledged before me this 10th

day of August, 2001 by J. P. MURPHY
(Print or Type Name)

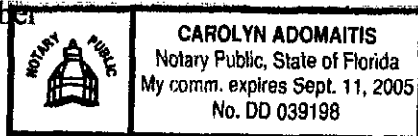
who has produced Fla Lic. No. M 610-455-41-049-0
(Type of Identification and Number)

as identification, and who (did) (did not) take an oath.

Carolyn Adomaitis
Notary Public Signature

CAROLYN ADOMAITIS
Printed Name of Notary Public

Notary Commission Number



(NOTARY SEAL)

AUG 22 2001

COPY

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that James P. Murphy, as owner, of J.P. Murphy, Inc., #2 Pepita Street, Fort Myers Beach, Florida 33931, for and in consideration of Fifty Thousand Seventy One and 00/100 dollars (\$50,071.00) and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby waive, release, remiss, and relinquish any and all right to claim any lien or liens for work performed or material furnished, or any kind or class of lien whatsoever on the following described property:

Legends Tract P, Phase One, Water System, Section 21, Township 45 S, Range 25 E, Lee County.

J.P. Murphy, Inc.

#2 Pepita Street

Ft. Myers Beach, Florida 33931

NAME & ADDRESS OF FIRM OR CORPORATION

BY: J.P. Murphy
AUTHORIZED REPRESENTATIVE

STATE OF FLORIDA)

COUNTY OF LEE) SS:

The foregoing instrument was signed and acknowledged before me this 15th

day of FEB, 2002 by JAMES P MURPHY

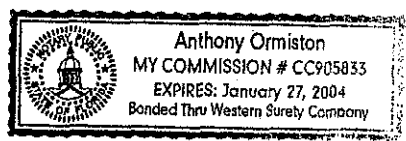
who has produced FLORIDA # M61045541099.0

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

Anthony Ormiston
Notary Public Signature

ANTHONY ORMISTON
Printed Name of Notary Public

CC905833
Notary Commission Number



(NOTARY SEAL)

FEB 15 11:00

COPY

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that J. P. Murphy,
as J. P. Murphy, Inc., of #2 Pepita Street, Fort Myers Beach, Florida
33931, for and in consideration of Fifty Seven Thousand Three Hundred
Two and 88/100 dollars (\$57,302.88) and other good and valuable considerations, lawful
money of the United States of America, to me in hand paid, the receipt whereof is hereby
acknowledged, does hereby waive, release, remiss, and relinquish any and all right to
claim any lien or liens for work performed or material furnished, or any kind of class of
lien whatsoever on the following described property:

Legends Tract P, Phase One Sewer System, Section 21, Township 45 S,
Range 25 E, Lee County.

J.P. Murphy, Inc.

#2 Pepita Street

Ft. Myers Beach, Florida 33931

NAME & ADDRESS OF FIRM OR CORPORATION

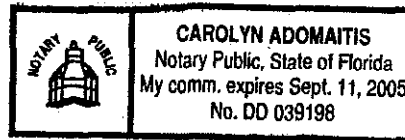
BY: J.P. Murphy Owner
AUTHORIZED REPRESENTATIVE

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was signed and acknowledged before me this 10th
day of August, 2001 by S. P. MURPHY
(Print or Type Name)
who has produced Florida Lic 1M610-455-41-049-0
(Type of Identification and Number)
as identification, and who (did) (did not) take an oath.

Carolyn Adomaitis
Notary Public Signature

CAROLYN ADOMAITIS
Printed Name of Notary Public



Notary Commission Number

(NOTARY SEAL)

AUG 22 REC'D

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: _____ LEGENDS GOLF & COUNTRY CLUB TRACT P PHASE ONE

LOCATION: _____ SECTION 21, TOWNSHIP 45 S, RANGE 25 E, LEE COUNTY _____

28-45-25-07-0000P.0000

(Including STRAP)

NAME AND ADDRESS OF OWNER: _____ KINGS WOOD DEVELOPMENT COMPANY L.C., A _____
LIMITED LIABILITY COMPANY BY LENNAR HOMES, INC., A FLORIDA CORPORATION.
10481 SIX MILE CYPRESS PARKWAY, FT. MYERS, FLORIDA 33912

TYPE OF UTILITY SYSTEM: _____ WATER _____

(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.

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
C900, CL 150 PVC Water Main (10")	1,260	LF	\$17.00	\$21,420.00
C900, CL 200 PVC Water Main (10")	50	LF	\$20.00	\$1,000.00
CL 50 DIP Water Main (10")	124	LF	\$20.00	\$2,480.00
C900, CL 150 PVC Water Main (8")	12	LF	\$15.00	\$180.00
CL 50 DIP Water Main (8")	38	LF	\$17.00	\$646.00
10" Restrained Joint Vertical Offset	2	EA	\$1,200.00	\$2,400.00
Single 2" Water Service	2	EA	\$1,200.00	\$2,400.00
Fire Hydrant Assembly	5	EA	\$1,950.00	\$9,750.00
Gate Valve (10")	3	EA	\$990.00	\$2,970.00
Gate Valve (8")	1	EA	\$975.00	\$975.00
Gate Valve (4")	2	EA	\$475.00	\$950.00
8" X 4" Reducer	1	EA	\$75.00	\$75.00
CL 50 DIP Fire Main (4")	20	LF	\$10.00	\$200.00
Blow Off Assembly Temporary	1	EA	\$1,500.00	\$1,500.00
Connect to Existing Main	1	LS	\$500.00	\$500.00
10" X 8" MJ Tee	1	EA	\$350.00	\$350.00
10" X 4" MJ Tee	2	EA	\$325.00	\$650.00
10" 22.5 MJ Fitting	3	EA	\$325.00	\$975.00
10" 45 MJ Fitting	1	EA	\$325.00	\$325.00
10" 90 MJ Fitting	1	EA	\$325.00	\$325.00

TOTAL POTABLE WATER SYSTEM

\$50,071.00

FEB 15 RECD

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:

J. P. Murphy
J. P. Murphy, Owner
(Name & Title of Certifying Agent)

OF: J. P. Murphy, Inc. _____
(Firm or Corporation)
Address: #2 Pepita Street _____
Fort Myers Beach, Florida 33931 _____

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

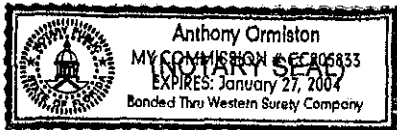
The foregoing instrument was signed and acknowledged before me this 15th

day of FEB, 2002 by JAMES P MURPHY
(Print or Type Name)
who has produced M 610 455 41 649 - 0 FL DR 215CA
(Type of Identification and Number)
as identification, and who (did) (did not) take an oath.

Anthony Ormiston
Notary Public Signature

ANTHONY ORMISTON
Printed Name of Notary Public

#CC905833
Notary Commission Number



FEB 15 RECD

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: _____ LEGENDS GOLF & COUNTRY CLUB TRACT P PHASE ONE

LOCATION: _____ SECTION 21, TOWNSHIP 45 S, RANGE 25 E, LEE COUNTY _____

28-45-25-07-0000P.0000

(Including STRAP)

NAME AND ADDRESS OF OWNER: _____ KINGS WOOD DEVELOPMENT COMPANY L.C., A _____
LIMITED LIABILITY COMPANY BY LENNAR HOMES, INC., A FLORIDA CORPORATION.
10481 SIX MILE CYPRESS PARKWAY, FT. MYERS, FLORIDA 33912
(as shown of Deed)

TYPE OF 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.

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
10" SDR 26 (6'-8')	276	EA	\$33.30	\$9,190.80
10" SDR 26 (8'-10')	811	EA	\$35.28	\$28,612.08
Manhole (6'-8')	1	EA	\$3,000.00	\$3,000.00
Manhole (8'-10')	3	EA	\$3,150.00	\$9,450.00
6" PVC Single Service	9	EA	\$700.00	\$6,300.00
Connect to Existing Manhole	1	LS	\$750.00	\$750.00
TOTAL SANITARY SEWER SYSTEM				\$57,302.88

AUG 22 RECD

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:

J. P. Murphy Owner
J. P. Murphy, Owner
(Name & Title of Certifying Agent)

OF: J. P. Murphy, Inc. _____
(Firm or Corporation)
Address: #2 Pepita Street _____
Fort Myers Beach, Florida 33931 _____

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 10th

day of August, 2001 by J. P. MURPHY

(Print or Type Name)
who has produced Fla Mr Lic M610-455-41-049-0
(Type of Identification and Number)

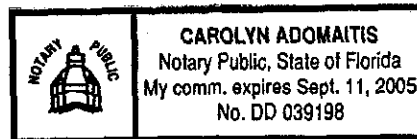
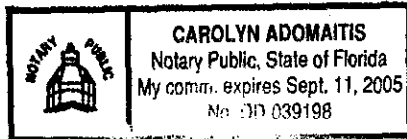
as identification, and who (did) (did not) take an oath.

Carolyn Adomaitis
Notary Public Signature

CAROLYN ADOMAITIS
Printed Name of Notary Public

Notary Commission Number _____

(NOTARY SEAL)



AUG 22 RECD

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this ____ day of _____, 2002, by and between **KINGS WOOD DEVELOPMENT COMPANY, L.C.**, Owner, hereinafter referred to as GRANTOR(S), and **LEE COUNTY**, hereinafter referred to as GRANTEE.

WITNESSETH:

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

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

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of his 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 indemnify and hold the GRANTEE harmless 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 location 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 or amended 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.

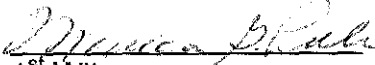
9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of roads. The easement is strictly for utility purposes.


10. This easement shall be binding upon the parties hereto, their successors and assigns.

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



JAMES E. CURRY
GRANTOR


1st Witness


2nd Witness

VICE PRESIDENT
Title

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

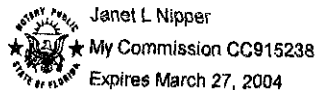
The foregoing instrument was signed and acknowledged before me this 25th day of JULY, 2001, by JAMES E. CURRY
(Print or Type Name)

who is personally known to me or has produced _____
(Type of Identification and Number)

as identification, and who (did) (did not) take an oath.


Notary Public Signature

JANET L. NIPPER
Printed Name of Notary Public



CC 915238
Notary Commission Number

(Notary Seal)

Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 28, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
20' WIDE UTILITY EASEMENT

A 20 FOOT WIDE UTILITY EASEMENT, SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING PART OF TRACT-P LEGENDS GOLF AND COUNTRY CLUB – UNIT 4, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 65, AT PAGES 34-44, OF THE PUBLIC RECORDS OF SAID LEE COUNTY, AND BEING 20.00 FEET IN WIDTH, THE SIDE LINES OF WHICH LIE 10.00 FEET EACH SIDE OF (AS MEASURED ON A PERPENDICULAR) THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SOUTHEASTERLY CORNER OF SAID TRACT-P; THENCE N.43°28'32"E. ALONG THE EASTERLY LINE OF SAID TRACT FOR 22.97 FEET TO **POINT OF BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE OF A UTILITY EASEMENT 20.00 FEET IN WIDTH, THE SIDELINES OF WHICH LIE 10.00 FEET EACH SIDE OF SAID CENTERLINE (AS MEASURED ON A PERPENDICULAR); THENCE N.07°30'48"W. ALONG SAID CENTERLINE FOR 24.44 FEET; THENCE N.46°01'29"E. ALONG SAID CENTERLINE FOR 164.02 FEET; THENCE N.74°00'42"E. ALONG SAID CENTERLINE FOR 228.70 FEET; THENCE N.13°46'20"E. ALONG SAID CENTERLINE FOR 236.45 FEET; THENCE N.15°59'40"E. ALONG SAID CENTERLINE FOR 238.73 FEET; THENCE N.01°56'29"E. ALONG SAID CENTERLINE FOR 313.46 FEET; THENCE N.60°47'47"W. ALONG SAID CENTERLINE FOR 5.58 FEET TO THE **POINT OF TERMINUS**.

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

BEARINGS ARE BASED ON THE EASTERLY LINE OF SAID TRACT-P AS BEARING N.43°28'32"E.

REVISED 04-23-02

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SHEET 1 OF 2

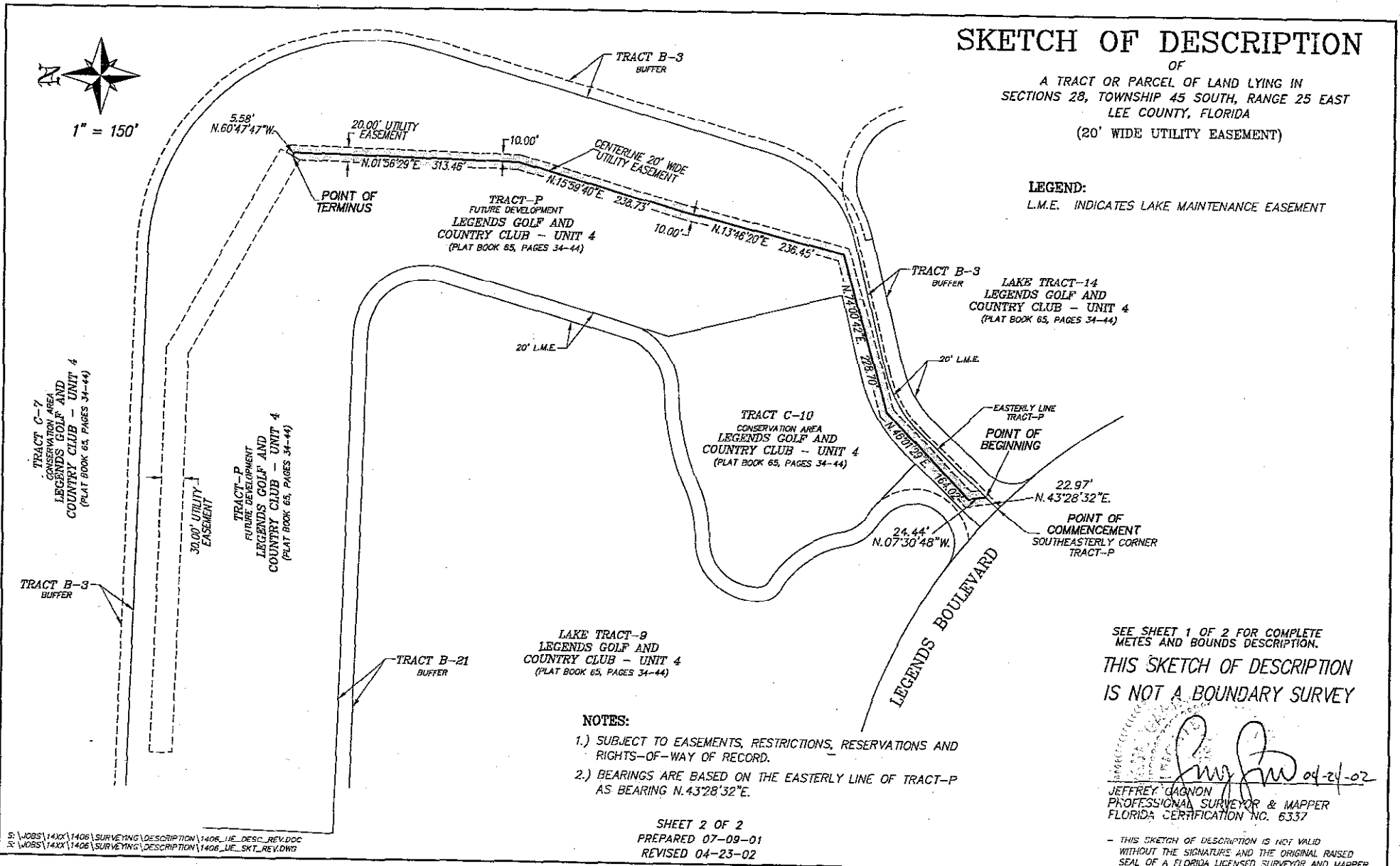
COPY

SKETCH OF DESCRIPTION

OF
A TRACT OR PARCEL OF LAND LYING IN
SECTIONS 28, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
(20' WIDE UTILITY EASEMENT)

LEGEND:

L.M.E. INDICATES LAKE MAINTENANCE EASEMENT



SEE SHEET 1 OF 2 FOR COMPLETE METES AND BOUNDS DESCRIPTION.
THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Jeffrey Gagnon 04-24-02
JEFFREY GAGNON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 6337

SHEET 2 OF 2
PREPARED 07-09-01
REVISED 04-23-02

- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\JOBS\14XX\1406\SURVEYING\DESCRIPTION\1406_LIE_DESC_REV.DWG
S:\JOBS\14XX\1406\SURVEYING\DESCRIPTION\1406_LIE_SKT_REV.DWG



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)

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 0 1 2 3 4 5 6 7 8 9

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

284525070000P0000

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): **KINGS WOOD DEVELOPMENT CO.**

Last First MI Corporate Name (if applicable)
700 NW 107TH AVENUE, MIAMI, FL 33172

4. Grantee (Buyer): **LEE CO. BD. OF COUNTY COMMISSIONERS**

Last First MI Corporate Name (if applicable)
P. O. BOX 398, FT. MYERS, FL 33902 (239) 479-8181

5. Date of Sale/Transfer

Month / Day / Year

Sale/Transfer Price

\$ (Round to the nearest dollar.)

Property Located In County Code (County Codes on Reverse)

6. Type of Document Contract/Agreement for Deed Other

Warranty Deed Quit Claim Deed **EASEMENT DONATION**

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

(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.

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 \$

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 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 which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

RICK DIAZ, UTI, DIRECTOR

Date **6/13/02**

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT 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
O. R. Book and Page Number and File Number	
Date Recorded	

COPY

11.4

LETTER OF COMPLETION

DATE: **January 4, 2002**

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 sewer collection system (s) located in _____

LEGENDS GOLF AND COUNTRY CLUB – TRACT "P" – PHASE 2

(Name of Development)

were designed by me and have been constructed in conformance with:

- the approved plans
- the revised plans, attached

and:

- the approved specifications
- the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: _____

Water pressure tests and sewer pressure tests, sewer viewer

Very truly yours,

JAMES W. MOLNAR , P.E. # 49237

Banks Engineering, Inc.
(Owner or Name of Corporation)


(Signature)

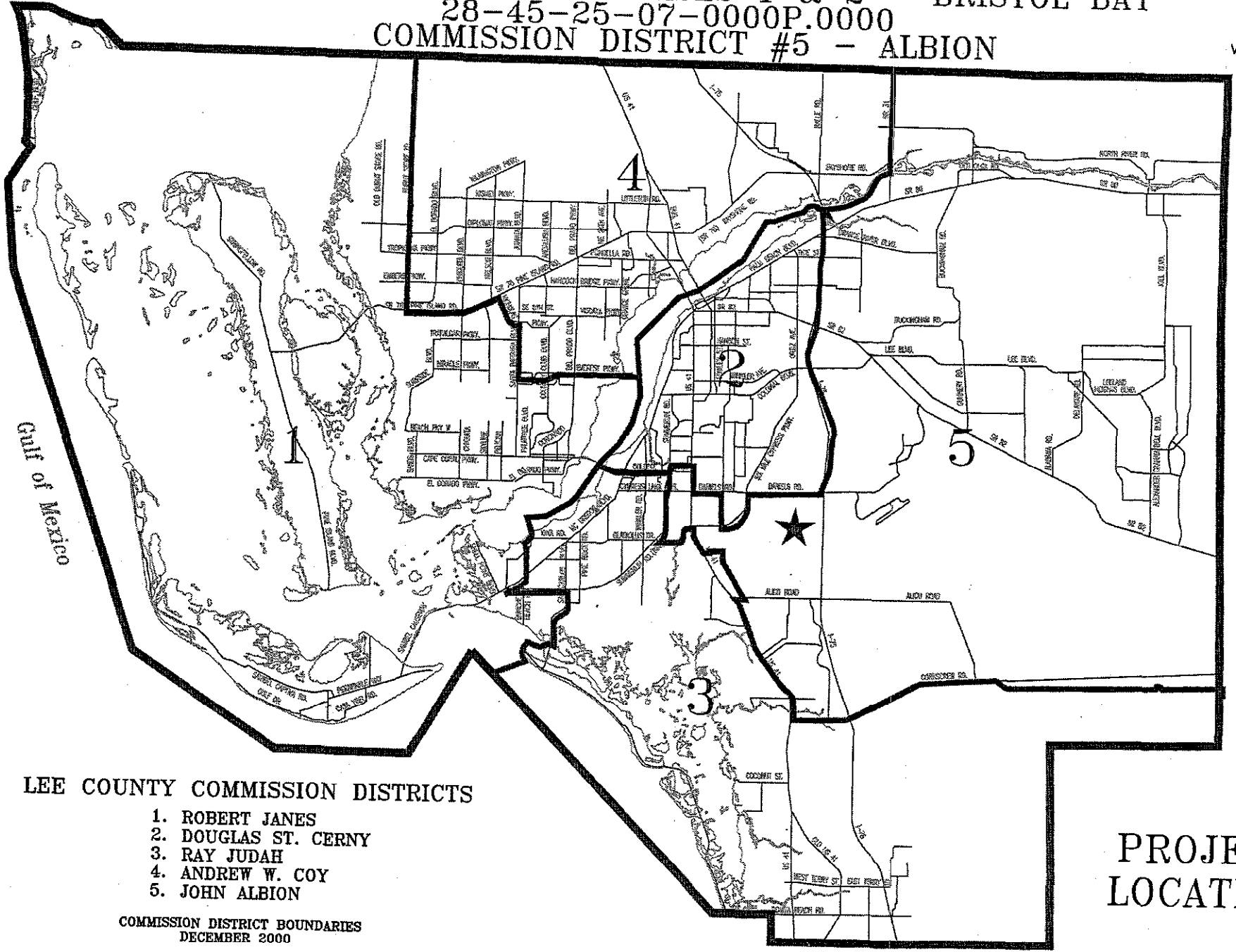
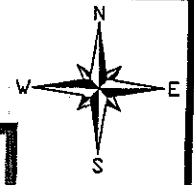
PROJECT MANAGER
(Title)

(SEAL OF ENGINEERING FIRM)

7/1/96

JAN - 7 REGD

LEGENDS, TRACT 'P' - PHASES 1 & 2 - BRISTOL BAY
 28-45-25-07-0000P.0000
 COMMISSION DISTRICT #5 - ALBION



COPY

LEE COUNTY COMMISSION DISTRICTS

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

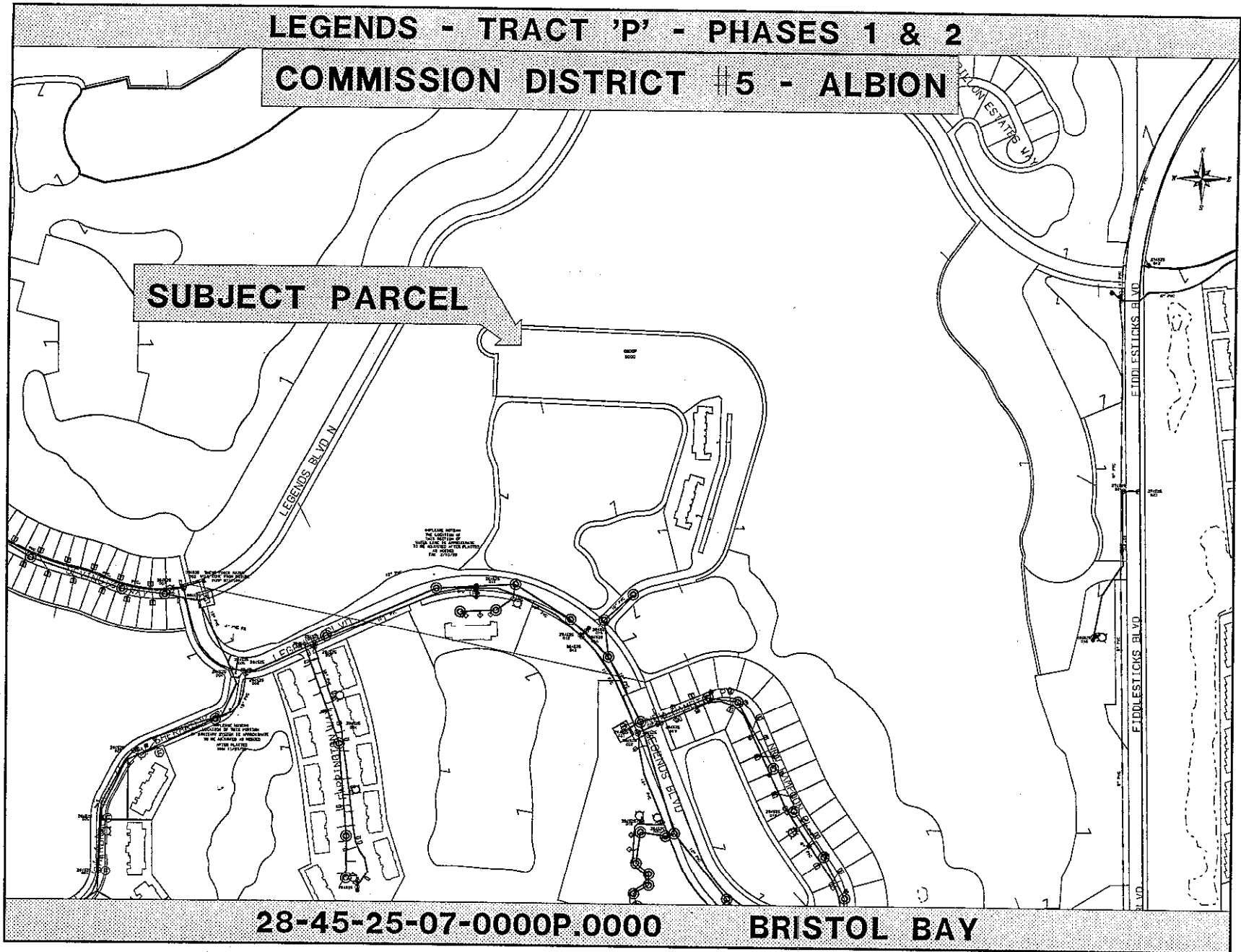
COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

PROJECT
 LOCATION

LEGENDS - TRACT 'P' - PHASES 1 & 2

COMMISSION DISTRICT #5 - ALBION

SUBJECT PARCEL



28-45-25-07-0000P.0000

BRISTOL BAY

COPY

COPY
WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of (Name of Development): LEGENDS GOLF & COUNTRY CLUB
TRACT -P "PHASE 2" 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.

Mitchell & STARK Const. Co. Inc.
(NAME OF OWNER OR CONTRACTOR)
BY: Michael DeVito, Project Mgr
(SIGNATURE & TITLE)

STATE OF Florida)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 17th day of December, 2001 by Michael DeVito who ~~was~~ produced is personally known to me ~~as identification~~, and who (did)

(did not) take an oath.

(NOTARY SEAL)



Morris Sons
My Commission DD059332
Expires January 7 2006

Morris Sons
Notary Public Signature

MORRIS SONS
Printed Name of Notary Public

Notary Commission Number

FEB 15 REC'D

COPY

11.3

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Brian Penner,
as Vice President, of Mitchell & Stark Const. Co. Inc.,
for and in consideration of Forty-Six thousand, seven hundred sixty-eight and 00/100 (\$ 46,768.00)
and other good and valuable considerations, lawful money of the United States of America, to me in hand paid, the receipt
whereof is hereby acknowledged, does hereby waive, release, remiss, and relinquish any and all right to claim any lien or liens
for work performed or material furnished, or any kind or class of lien whatsoever on the following described property:

Legends Golf & Country Club Tract P, Phase 2, Water Distribution and Wastewater Collection Systems and Fire Hydrant Assemblies

Mitchell & Stark Construction Co., Inc.
6001 Shirley Street
Naples, Florida 34109

NAME & ADDRESS OF FIRM OR CORPORATION

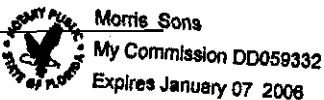
BY: *BP*
Brian Penner, Vice President
AUTHORIZED REPRESENTATIVE

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 4th day of
February, 2002 by Brian Penner who has produced
(Print or Type Name)

is personally known to me as identification, and who (did)
(did not) take an oath.
(Type Of Identification and Number)

Morris Sons
Notary Public Signature
Morris Sons
Printed Name of Notary Public

Notary Commission Number


(NOTARY SEAL)

MAR - 5 RECD

LCDUOPMAN - July 1, 1996 - Sect 11

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: LEGENDS TRACT -P "PHASE 2 "

LOCATION: LEGENDS GOLF & COUNTRY CLUB

STRAP # 28-45-25-07-0000P.0000

(Including STRAP)

NAME AND ADDRESS OF OWNER: US HOME-LENNAR CORPORATION
10481 Six Mile Cypress Pkwy. Fort Myers. FL. 33912

(as shown on Deed)

TYPE UTILITY SYSTEM: WATER

(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	UNITCOST	TOTAL
Ductile Iron Pipe	8"	40	LF	\$15.25	\$ 610.00
FIRE HYDRANT ASSEMBLY		1	EA	\$2340.00	\$ 2,340.00
WATER Service	2"	3	EA	\$1050.00	\$ 3,150.00
Ductile Iron Pipe	10"	558	LF	\$17.00	\$ 9,486.00
GATE VALVE	8"	1	EA	\$786.00	\$ 786.00
Fire Line	4"	16	LF	\$ 12.75	\$ 204.00
OS & Y Valve	4"	2	EA	\$ 300.00	\$ 600.00

TOTAL AMOUNT

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

FEB 15 REC'D

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:

Michael J. De Vito, Project Manager
(Name & Title of Certifying Agent)

(Firm or Corporation)

OF: MITCHELL & STARK CONST. CO. INC.

ADDRESS: 6001 Shirley Street
Naples, Florida, 34109

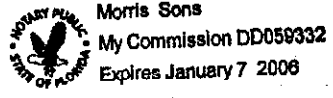
STATE OF FL.)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 17 day of DECEMBER,
2001, by Michael De Vito, Project Manager

who ~~has produced~~ is personally known to me ~~as identification~~ and

who (did) (did not) take an oath.

(NOTARY SEAL)



Morris Sons
Notary Public Signature

MORRIS SONS
Printed Name of Notary Public

Notary Commission Number

REC 15

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:

Michael De Vito, Project Manager
(Name & Title of Certifying Agent)

OF: MITCHELL & STARK CONST. CO. INC.

(Firm or Corporation)

ADDRESS: 6001 Shirley Street
Naples, Florida, 34109

STATE OF Florida)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 17 day of DECEMBER,
2001, by Michael De Vito, Project Manager

who ~~has produced~~ is personally known to me as identification, and
who (did) (did not) take an oath.

(NOTARY SEAL)



Morris Sons
My Commission DD059332
Expires January 7 2008

Morris Sons
Notary Public Signature

MORRIS SONS
Printed Name of Notary Public

Notary Commission Number

FEB 15 REC'D

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this ____ day of _____, 2002, by and between **KINGS WOOD DEVELOPMENT COMPANY, L.C.**, Owner, hereinafter referred to as GRANTOR(S), and **LEE COUNTY**, hereinafter referred to as GRANTEE.

WITNESSETH:

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

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

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of his 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 indemnify and hold the GRANTEE harmless 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 location 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 or amended 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.

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

10. This easement shall be binding upon the parties hereto, their successors and assigns.

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

Michael Hueniken

Michael Hueniken
GRANTOR

Linda Stewart
1st Witness

Vice President
Title

[Signature]
2nd Witness

STATE OF **FLORIDA**)
) SS:
COUNTY OF **LEE**)

The foregoing instrument was signed and acknowledged before me this 4th day of **January**, 2002, by Michael Hueniken
(Print or Type Name)

who is personally known to me or has produced _____
(Type of Identification and Number)

as identification, and who (did) (did not) take an oath.

Linda Stewart
Notary Public Signature

LINDA STEWART
Printed Name of Notary Public

CC 854231
Notary Commission Number



Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 28, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
30' WIDE UTILITY EASEMENT

A 30 FOOT WIDE UTILITY EASEMENT, SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 28, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING PART OF TRACT-P LEGENDS GOLF AND COUNTRY CLUB – UNIT 4, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 65, AT PAGES 34-44, OF THE PUBLIC RECORDS OF SAID LEE COUNTY, AND BEING 30.00 FEET IN WIDTH, THE SIDE LINES OF WHICH LIE 15.00 FEET EACH SIDE OF (AS MEASURED ON A PERPENDICULAR) THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT SOUTHWESTERLY CORNER OF SAID TRACT-P; THENCE N.24°46'32"E. FOR 260.59 FEET TO **POINT OF BEGINNING** OF THE HEREIN DESCRIBED CENTERLINE OF A UTILITY EASEMENT 30.00 FEET IN WIDTH, THE SIDELINES OF WHICH LIE 15.00 FEET EACH SIDE OF SAID CENTERLINE (AS MEASURED ON A PERPENDICULAR); THENCE S.88°09'12"E. ALONG SAID CENTERLINE FOR 560.75 FEET; THENCE S.60°47'47"E. ALONG SAID CENTERLINE FOR 312.81 FEET TO THE **POINT OF TERMINUS**.

THE SIDE LINES OF SAID EASEMENT TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS.

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

BEARINGS ARE BASED ON THE SOUTHERLY LINE OF SAID TRACT-P AS BEARING S.88°09'12"E.

S:\Jobs\14xx\1406\SURVEYING\DESCRIPTION\1406_UE_DESC-2.doc
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SHEET 1 OF 2

COPY

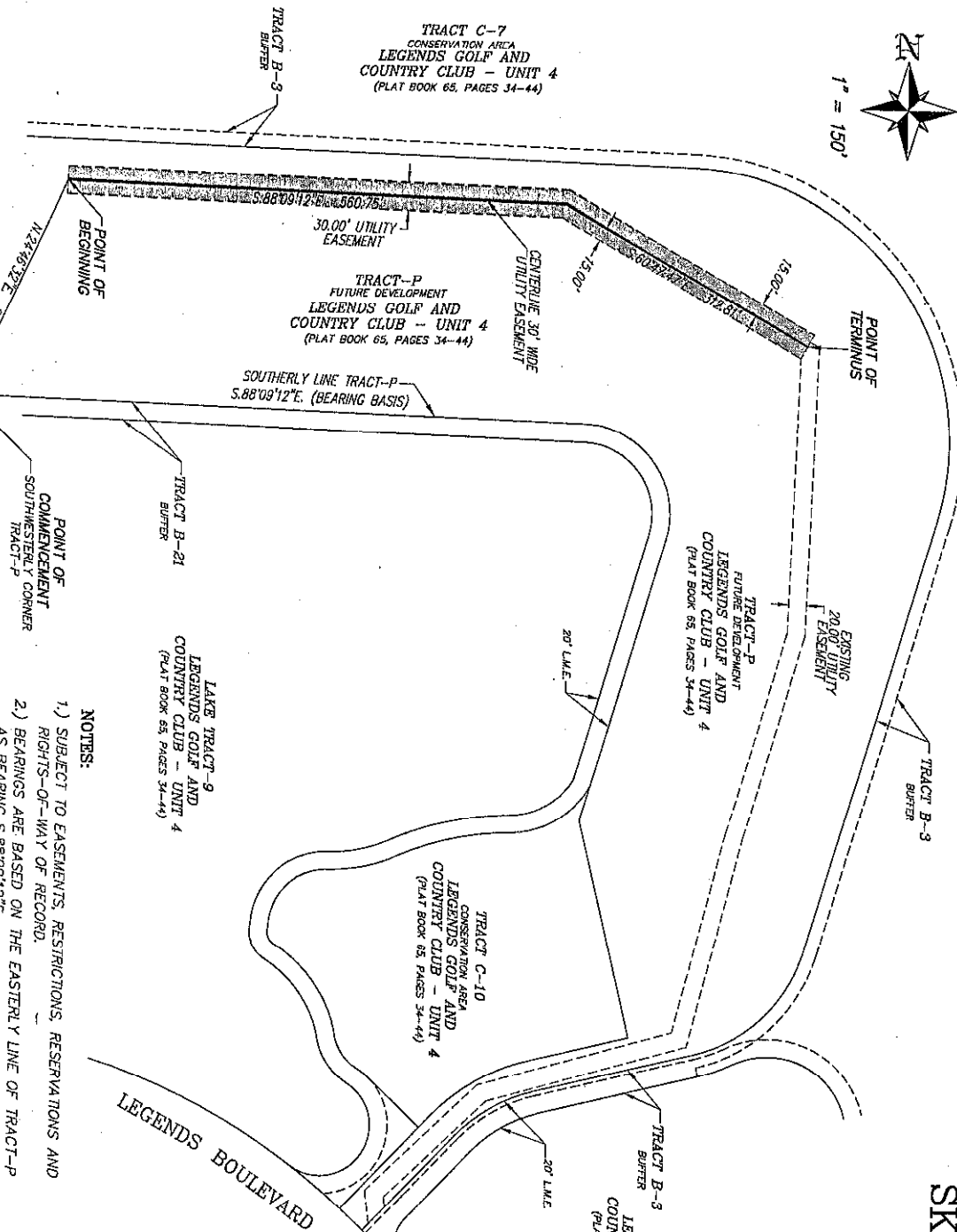
SKETCH OF DESCRIPTION
Pl II

A TRACT OR PARCEL OF LAND LYING IN
 SECTIONS 28, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA
 (30' WIDE UTILITY EASEMENT)

LEGEND:
 L.M.E. INDICATES LAKE MAINTENANCE EASEMENT



1" = 150'



- NOTES:**
- 1.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
 - 2.) BEARINGS ARE BASED ON THE EASTERN Y LINE OF TRACT-P AS BEARING S.88°09'12"E.

SHEET 2 OF 2
 PREPARED 01-10-02

SEE SHEET 1 OF 2 FOR COMPLETE METERS AND BOUNDS DESCRIPTION.
 THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Richard M. Ritz
 RICHARD M. RITZ
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATION NO. 4009

- THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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 S:\JOBS\14\14061\Surveying\Description\1406_UE_SKT-2.dwg



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)

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

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284525070000P0000

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): **KINGS WOOD DEVELOPMENT CO.**

Last First MI Corporate Name (if applicable)
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 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **LEE CO. BD. OF COUNTY COMMISSIONERS**

Last First MI Corporate Name (if applicable)
 P. O. BOX 398, FT. MYERS, FL 33902 (239) 479-8181
 Mailing Address City State Zip Code Phone No.

5. 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 Reverse)

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

EASEMENT

(Round to the nearest dollar.)

\$ (Round to the nearest dollar.)

DONATION

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)

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 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 which he/she has any knowledge.

Signature of Grantor or Grantee or Agent

Date 6/13/02

RICK DIAZ, UTILITY DIRECTOR

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

<p>(To be completed by the Clerk of the Circuit Court's Office)</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p>	<p>Clerks Date Stamp</p>
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