

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20020905-UTL

1. REQUESTED MOTION:

**ACTION REQUESTED:** Approve final acceptance, by Resolution, and recording of two (2) utility easements, as a donation of a water main and a gravity main extension serving Lake Pointe Commons. This is a developer contributed asset project located on the south side of West College Pointe Drive, approximately 800' east of McGregor Boulevard.

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

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

2. DEPARTMENTAL CATEGORY: 10 - UTILITIES  
COMMISSION DISTRICT #: 2

C10A

3. MEETING DATE:

09-10-2002

4. AGENDA:

- X CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED: \_\_\_\_\_

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE
  - ORDINANCE
  - ADMIN. CODE
  - X 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: 8/22/02

7. BACKGROUND:

The Board granted permission to construct on 02/26/02, Blue Sheet #20020075.  
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.

SECTIONS 16 TOWNSHIP 45S RANGE 24E DISTRICT #2 COMMISSIONER ST. CERNY

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	Rjsk	GC	
J. Lavender Date: 8/22/02	N/A Date:	N/A Date:	T.O. T. Osterhout Date: 8-22	[Signature] D. Owen Date: 8/20/02	[Signature] 8/20/02	[Signature] 8/28/02	[Signature] 8/27/02	[Signature] 8/26/02	J. Lavender Date: 8-22-02

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.  
by CO. ATTY.  
330 PM  
CO. ATTY  
FORWARDED TO:  
BUDGET  
L. SPIN

RECEIVED BY  
COUNTY ADMIN. [Signature]  
8/26/02  
COUNTY ADMIN.  
FORWARDED TO:  
8/27/02

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, it is the desire of Lake Pointe Commons, LLP, owner of record, to make a contribution to Lee County Utilities of water facilities (water main extension), and sewer facilities (gravity main extension) serving "LAKE POINTE COMMONS"; and,

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of \$22,897.90 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

- Commissioner Bob Janes (C): \_\_\_\_\_ (1)
- Commissioner Douglas St. Cerny: \_\_\_\_\_ (2)
- Commissioner Ray Judah (V-C): \_\_\_\_\_ (3)
- Commissioner Andrew Coy: \_\_\_\_\_ (4)
- Commissioner John Albion: \_\_\_\_\_ (5)

DULY PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

COPY

11.4

LETTER OF COMPLETION

DATE 6-20-02

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 \_\_\_\_\_

Lake Pointe Commons

(Name of Development)

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

the approved plans

the revised plans, attached, see as-builts

and:


the approved specifications

the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: water main pressure test, sewer main pressure test, sewer main televising

Very truly yours,

William T. Keene, P.E.  
~~Keene Engineering, Inc.~~  
(Owner or Name of Corporation)

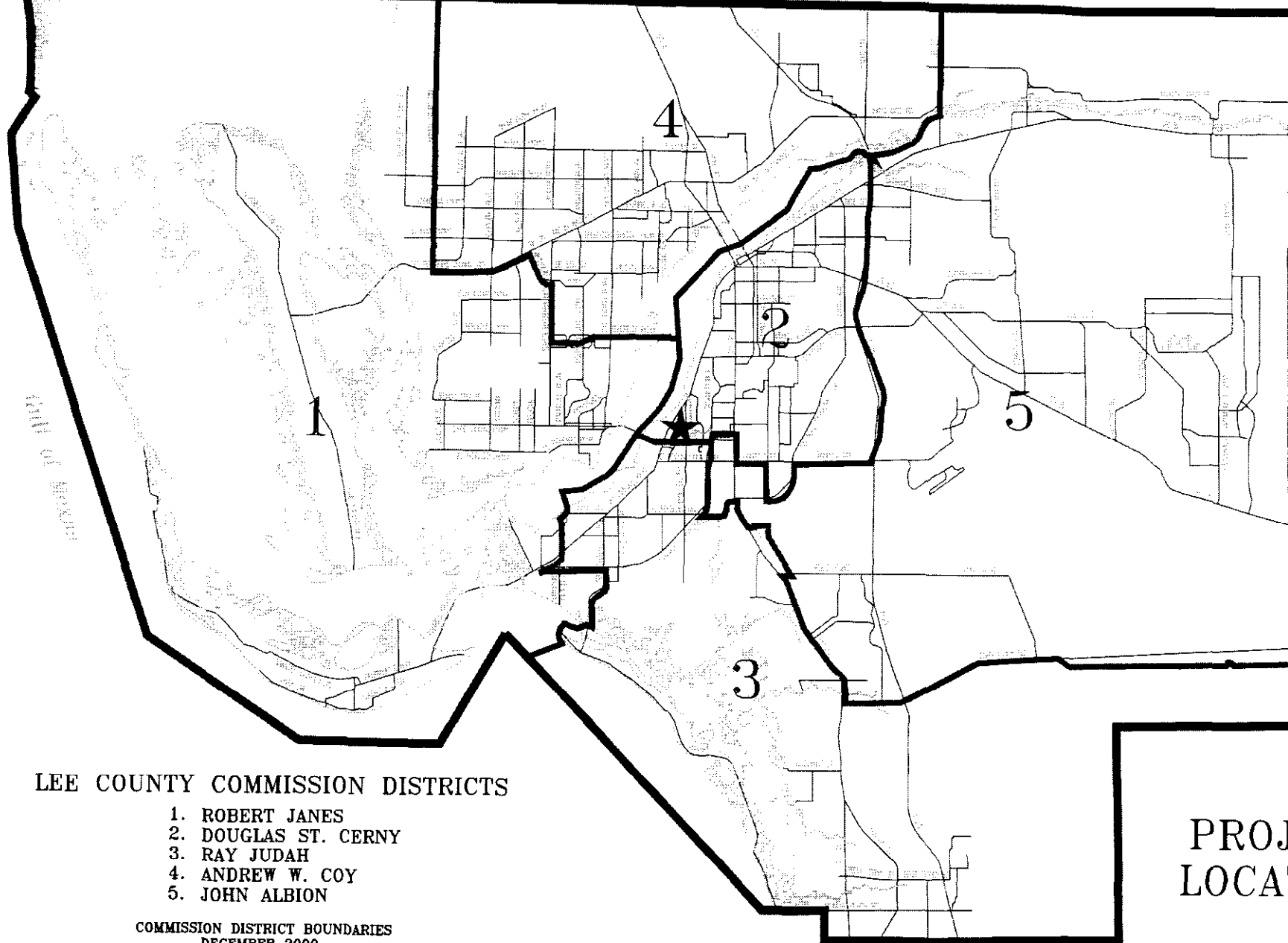
  
(Signature)

President  
(Title) P.E. # 45915

SEAL OF ENGINEERING FIRM

JUN 25 REC'D

LAKE POINTE COMMONS COMMERCIAL PROJECT  
16-45-24-44-00000.000A  
COMMISSION DISTRICT #2 - ST CERNY



COPY

LEE COUNTY COMMISSION DISTRICTS

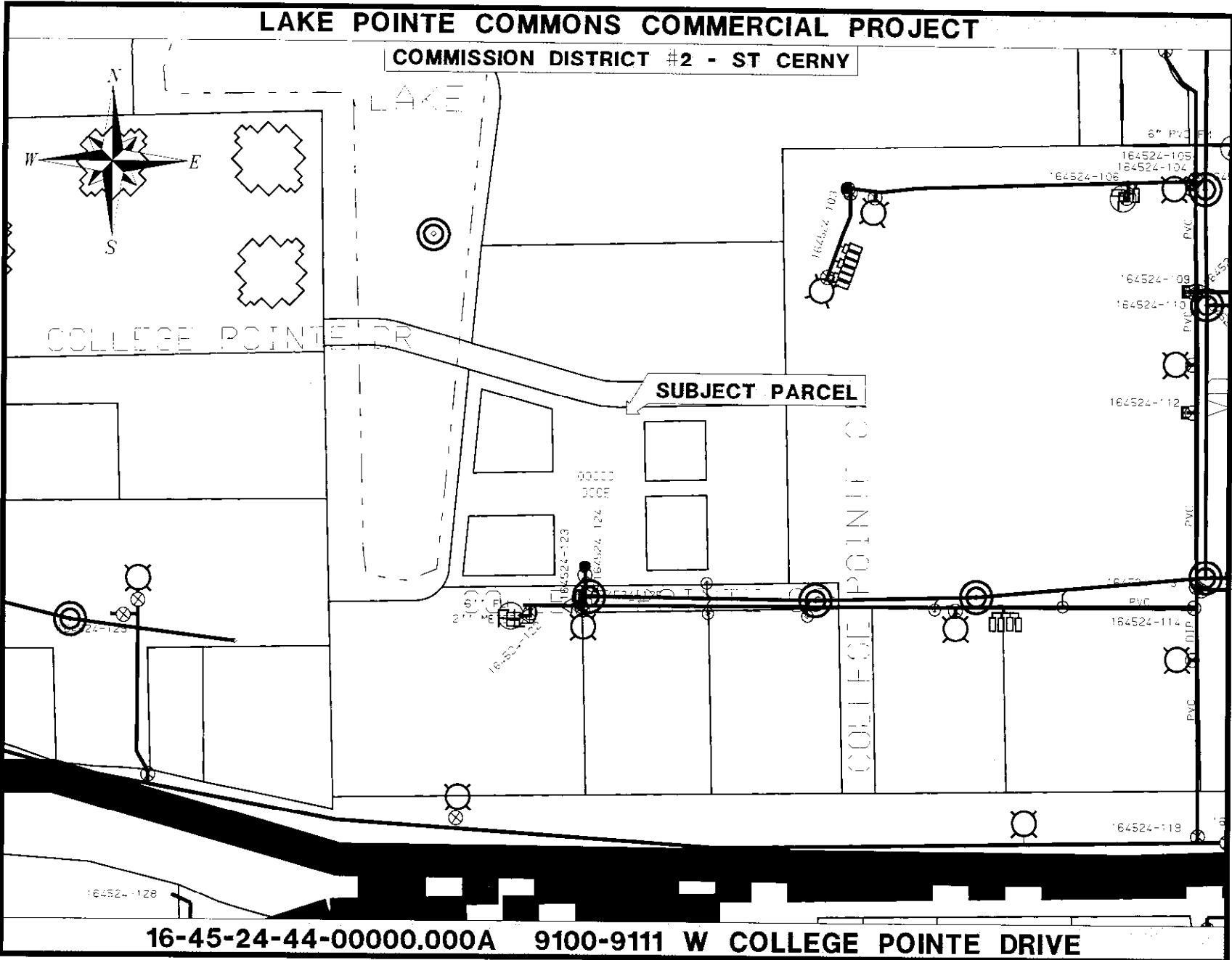
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

PROJECT  
LOCATION

# LAKE POINTE COMMONS COMMERCIAL PROJECT

COMMISSION DISTRICT #2 - ST CERNY



16-45-24-44-00000.000A 9100-9111 W COLLEGE POINTE DRIVE

Ac 1000



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):  
Lake Pointe Commons

---

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 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.

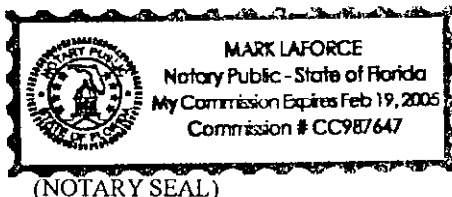
It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Sun Coast Underground  
(NAME OF OWNER OR CONTRACTOR)  
BY: [Signature] v.p.  
(Signature & Title)

STATE OF Florida )  
                          ) SS:  
COUNTY OF Lec     )

The foregoing instrument was signed and acknowledged before me this 14th day of June, 2002 by Robert LaForce who has produced Personally Known (Print or Type Name) (Type of Identification and Number) as identification, and who (did) (did not) take an oath.

[Signature]  
Notary Public Signature  
Mark LaForce  
Printed Name of Notary Public  
CC987647  
Notary Commission Number



(NOTARY SEAL)

**JUN 25 REC'D**

COPY

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Robert LaForce

as Vice President, of Sun Coast Underground

for and in consideration of Twelve Thousand Six Hundred Thirty Seven and No Cents (\$12,637.00)

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:

Lake Pointe commons, 9100-11 W. College Pointe Dr, Ft. Myers, Florida 33919  
water systems

(Please provide full name and location of development and a description of the utility system constructed.)

Sun Coast Underground  
172 Egret Street  
Ft. Myers Beach, FL 33931

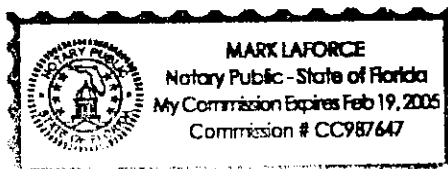
NAME & ADDRESS OF FIRM OR CORP.

BY: [Signature]  
AUTHORIZED REPRESENTATIVE

STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 14th day of June, 2002 by Robert LaForce who has produced Personally Known as identification, and who (did) (did not) take an oath.  
(Print or Type Name) (Type of Identification and Number)

[Signature]  
Notary Public Signature  
Mark LaForce  
Printed Name of Notary Public  
CC987647  
Notary Commission Number



(NOTARY SEAL)

JUN 25 RECD

COPY

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Robert LaForce

as Vice President, of Sun Coast Underground

for and in consideration of Ten Thousand Two Hundred Sixty Dollars and Ninety Cents (\$10,260.90)

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:

Lake Pointe commons, 9100-11 W. College Pointe Dr. Myers, Florida 33919  
Sewer systems

(Please provide full name and location of development and a description of the utility system constructed.)

Sun Coast Underground  
172 Egret Street  
Ft. Myers Beach, FL 33931

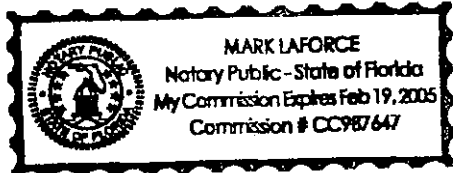
NAME & ADDRESS OF FIRM OR CORP.

BY: [Signature]  
AUTHORIZED REPRESENTATIVE

STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 14th day of June, 2002 by Robert LaForce who has produced Personally Known as identification, and who (did) (did not) take an oath.  
(Print or Type Name) (Type of Identification and Number)

[Signature]  
Notary Public Signature  
Mark LaForce  
Printed Name of Notary Public  
CC987647  
Notary Commission Number



(NOTARY SEAL)

JUN 25 REC'D



**COPY**  
**CERTIFICATION OF CONTRIBUTORY ASSETS**

1.5

PROJECT NAME: Lake Pointe Commons

LOCATION: 9100-11 W. College Pointe Dr. Ft. Myers, FL 33919

16-45-24-44-00000.000A

(Including Strap Number)

NAME AND ADDRESS OF OWNER: Lake Pointe Commons, LLP, P.O. Box 1662, Ft. Myers

FL 33902

TYPE UTILITY SYSTEM: Water as shown on deed

(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 station, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY	UNIT COST	TOTAL
Cl. 350 DIP	10"	278 lf	\$ 21.50	\$ 5,977.00
Fittings	10"	1 ls	1,760.00	1,760.00
Hydrant w/o Tee	6"	1 ea	1,800.00	1,800.00
Dbl. Service	1"	2 ea	1,550.00	3,100.00

\$ 12,637.00

TOTAL AMOUNT

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

**JUN 25 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:

*Robert LaForce*

V.P.

(Name & Title of Certifying Agent)

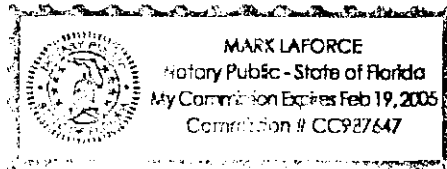
OF: Sun Coast Underground  
(Firm or Corporation)

ADDRESS: 172 Egret Street  
Ft. Myers Beach, FL 33931

STATE OF Florida )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 14th day of June, 2002 by Robert LaForce who has produced Personally Known as identification, and who (did) (did not) take an oath.

*Mark LaForce*  
Notary Public Signature  
Mark LaForce  
Printed Name of Notary Public  
CC987647  
Notary Commission Number



(NOTARY SEAL)

JUN 25 REC'D

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Lake Pointe Commons

LOCATION: 9100-11 W. College Pointe Dr. Ft. Myers, FL 33919

16-45-24-44-00000.000A

(Including Strap Number)

NAME AND ADDRESS OF OWNER: Lake Pointe Commons, LLP, P.O. Box 1662, Ft. Myers

FL 33902

TYPE UTILITY SYSTEM: Sewer <sup>as shown on deed</sup>

(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 station, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY	UNIT COST	TOTAL
Manhole	6'-8'	1 ea	\$ 2,650.00	\$ 2,650.00
SDR 26 Pipe	10"	305 lf	18.10	5,520.50
SDR 26 Pipe	4"	58 lf	11.10	643.80
SDR 26 Pipe	6"	14 lf	11.90	166.60
Fittings	n/a	1 ls	470.00	470.00
Cleanout	4"	4 ea	160.00	640.00
Cleanout	6"	1 ea	170.00	170.00

\$ 10,260.90

TOTAL AMOUNT

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

JUN 25 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: [Signature] V.P.  
(Name & Title of Certifying Agent)

OF: Sun Coast Underground  
(Firm or Corporation)

ADDRESS: 172 Egret Street  
Ft. Myers Beach, FL 33931

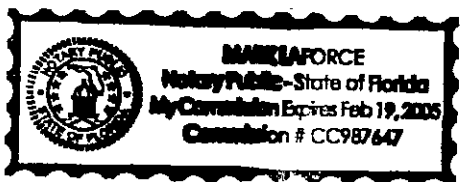
STATE OF Florida )  
                                  ) SS:  
COUNTY OF Lee      )

The foregoing instrument was signed and acknowledged before me this 14th day of June, 2002 by Robert LaForce who has produced Personally Known  
(Print or Type Name) (Type of Identification and Number)  
as identification, and who (did) (did not) take an oath.

[Signature]  
Notary Public Signature

Mark LaForce  
Printed Name of Notary Public  
CC987647  
Notary Commission Number

(NOTARY SEAL)



JUN 25 REC'D

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

**PERPETUAL PUBLIC UTILITY EASEMENT GRANT**

THIS INDENTURE is made and entered into this \_\_\_ day of \_\_\_\_\_, by and between Lake Pointe Commons LLP, 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.

*Edith B. L. Kellogg*

1<sup>st</sup> Witness

*James E. Kinsey*

James E. Kinsey, GRANTOR  
Managing Partner, Lake Pointe Commons, LLP

Title: MANAGING PARTNER

*Jennifer H. Keene*

2<sup>nd</sup> Witness

STATE OF FL )  
COUNTY OF Lee ) SS:

The foregoing instrument was signed and acknowledged before me this 20<sup>th</sup> day of June, 2000, by James E. Kinsey, Jr who has produced as known to me as identification, and who (did) (did not) take an oath.

(Type Of Identification and Number)

*Edith B. L. Kellogg*  
Notary Public Signature

Edith B. L. Kellogg  
Printed Name of Notary Public

CC 794369  
Notary Commission Number



(NOTARY SEAL)



# GULF SHORE SURVEYING, INC.

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

NICK POULOS, P.L.S.  
2112 SE. 11<sup>TH</sup> ST., CAPE CORAL, FL. 33990  
(941) 458-2388 • FAX: (941) 574-3719

EXHIBIT "A"  
Page 1 of 2

MARCH 22, 2002  
JOB NUMBER 0151  
FILE: 0151L001.LGL

## DESCRIPTION

TRACT OR PARCEL OF LAND LYING IN PART OF TRACT "G" OF COLLEGE POINTE SUBDIVISION AS RECORDED IN PLAT BOOK 62, PAGES 76 THRU 78 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA WHICH IS DESCRIBED AS FOLLOWS:

FROM THE POINT OF COMMENCEMENT BEING THE NORTHWEST CORNER OF TRACT "G" OF COLLEGE POINTE SUBDIVISION AS RECORDED IN PLAT BOOK 62, PAGES 76 THRU 78: THENCE S.74°48'40"E. FOR 149.18 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF W. COLLEGE POINTE DRIVE TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING THENCE CONTINUE S.74°48'40"E. FOR 18.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, RADIUS 167.50 FEET, CENTRAL ANGLE 04°21'07"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE FOR 12.72 FEET; THENCE S.01°21'55"E. FOR 244.13 FEET TO THE NORTHERLY RIGHT OF WAY OF A 35 FOOT EASEMENT; THENCE S.88°38'05"W. FOR 25.80 FEET; THENCE N.01°21'55"W. FOR 0.31 FEET; THENCE S.88°54'27"W. FOR 4.20 FEET; THENCE N.01°21'55"W. FOR 252.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1709 ACRES OR 7,443 SQUARE FEET MORE OR LESS.

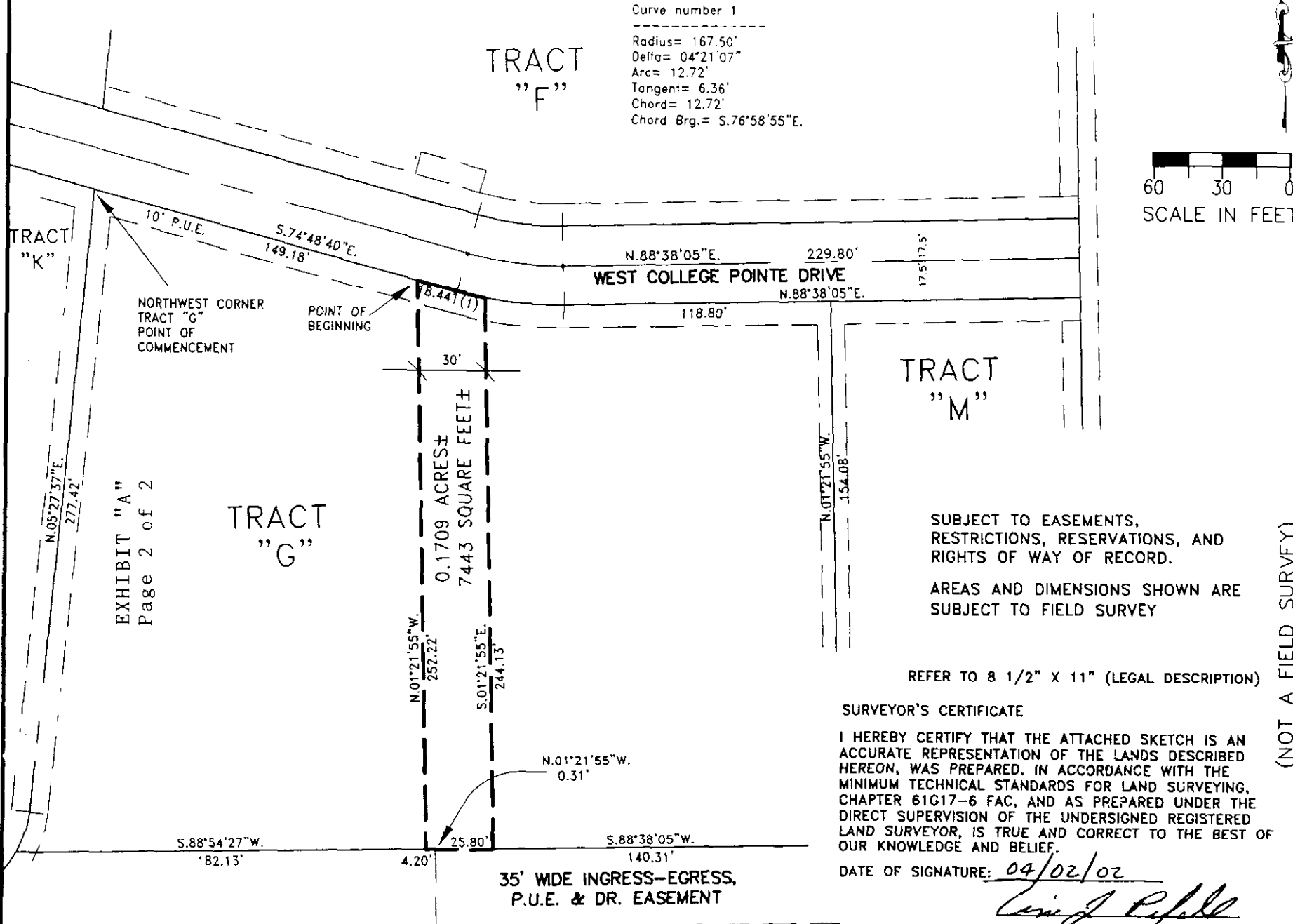
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD.

BEARINGS MENTIONED HEREIN ARE BASED ON THE CENTERLINE OF W. COLLEGE POINT DRIVE BEING N.88°38'05"E.

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

*Tim J. Pufahl* 04/02/02  
TIM J. PUF AHL  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NUMBER 4666





**GULF SHORE SURVEYING, INC.**  
 CHARLOTTE COUNTY:  
 2112 S.E. 11TH STREET 30930 OIL WELL ROAD  
 CAPE CORAL, FL. 33990 PUNTA GORDA, FL. 33955  
 LEE COUNTY:  
 458-2388 (941) 458-2388 (941) 639-7800

DATE : 03/22/02  
 SCALE : 1" = 60'  
 CADD : T.P.  
 CHECK : T.P.  
 FILE : 0151L001.DWG

SKETCH OF DESCRIPTION  
 PARCEL OF LAND LYING IN  
 SECTION 34, TOWNSHIP 45 SOUTH,  
 RANGE 24 EAST  
 LEE COUNTY, FLORIDA

**JOB**  
**0151**  
**L001**

SUBJECT TO EASEMENTS,  
 RESTRICTIONS, RESERVATIONS, AND  
 RIGHTS OF WAY OF RECORD.  
 AREAS AND DIMENSIONS SHOWN ARE  
 SUBJECT TO FIELD SURVEY

REFER TO 8 1/2" X 11" (LEGAL DESCRIPTION)

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

DATE OF SIGNATURE: 04/02/02  
  
 TIM J. PUF AHL,  
 PROFESSIONAL LAND SURVEYOR  
 FLA. CERTIFICATE NO. 4666

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

BEARINGS ARE BASED UPON THE PLAT BEARINGS OF COLLEGE POINTE SUBDIVISION AS RECORDED IN PLAT BOOK 62 AT PAGES 76 THRU 78.

(NOT A FIELD SURVEY)

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

**PERPETUAL PUBLIC UTILITY EASEMENT GRANT**

THIS INDENTURE is made and entered into this \_\_\_ day of \_\_ \_\_\_\_, by and between Warren B. Wiltshire, Jr., Trustee 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.

Wiltshire

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

[Signature]  
1<sup>st</sup> Witness

[Signature], GRANTOR  
Warren B. Wiltshire, Jr., Trustee

Title: Trustee

[Signature]  
2<sup>nd</sup> Witness

STATE OF Florida )  
  ) SS:  
COUNTY OF Dee )

The foregoing instrument was signed and acknowledged before me this 25<sup>th</sup> day of June, 2000, by WARREN B. WILTSHIRE, JR. who has produced (personally known) as identification, and who (did) (did not) take an oath. (Type Of Identification and Number)

[Signature]  
Notary Public Signature

CINDY D. MULROY  
Printed Name of Notary Public

CC 988717  
Notary Commission Number



Cindy D. Mulroy  
MY COMMISSION # CC988717 EXPIRES  
March 30, 2005  
BONDED THROUGH TROY FAIR INSURANCE CO. INC.

(NOTARY SEAL)

Wiltshire



# GULF SHORE SURVEYING, INC.

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

NICK POULOS, P.L.S.  
2112 SE. 11<sup>TH</sup> ST., CAPE CORAL, FL. 33990  
(941) 458-2388 • FAX: (941) 574-3719

EXHIBIT "A"  
Page 1 of 2

MARCH 22, 2002  
JOB NUMBER 0151  
FILE: 0151L002.LGL

## DESCRIPTION

TRACT OR PARCEL OF LAND LYING IN PART OF TRACT "F" OF COLLEGE POINTE SUBDIVISION AS RECORDED IN PLAT BOOK 62, PAGES 76 THRU 78 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA WHICH IS DESCRIBED AS FOLLOWS:

FROM THE POINT OF COMMENCEMENT BEING THE SOUTHWEST CORNER OF TRACT "F" OF COLLEGE POINTE SUBDIVISION AS RECORDED IN PLAT BOOK 62, PAGES 76 THRU 78: THENCE S.74°48'40"E. FOR 141.69 FEET ALONG THE NORTHERLY RIGHT OF WAY OF WEST COLLEGE POINTE DRIVE; THENCE N.15°11'20"E. FOR 10.00 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE N.15°11'20"E. FOR 10.00 FEET; THENCE S.74°48'40"E. FOR 30.00 FEET; THENCE S.15°11'20"W. FOR 10.00 FEET; THENCE N.74°48'40"W. FOR 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0069 ACRES OR 300 SQUARE FEET MORE OR LESS.

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

BEARINGS MENTIONED HEREIN ARE BASED ON THE CENTERLINE OF W. COLLEGE POINT DRIVE BEING N.88°38'05"E.

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

*Tim J. Pufahl* 04/02/02  
TIM J. PUF AHL  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NUMBER 4666

Wiltshire

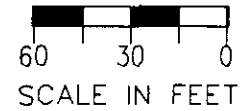
Wiltshire

SOUTHWEST CORNER  
TRACT "F"  
POINT OF  
COMMENCEMENT

Curve number 1

Radius= 167.50'  
Delta= 04°21'07"  
Arc= 12.72'  
Tangent= 6.36'  
Chord= 12.72'  
Chord Brg.= S.76°58'55"E.

TRACT  
"F"



TRACT  
"K"

10' P.U.E.

141.69'  
S.74°48'40"E.

POINT OF  
BEGINNING

N.15°11'20"E.  
10.00'

S.74°48'40"E.  
30.00'

S.15°11'20"W.  
10.00'

10' P.U.E.

149.18'  
S.74°48'40"E.

N.15°11'20"E.  
10.00'

N.88°38'05"E.  
229.80'  
WEST COLLEGE POINTE DRIVE  
N.88°38'05"E.

17.517.5'

118.80'

TRACT  
"M"

EXHIBIT "A"  
Page 2 of 2

TRACT  
"G"

0.1709 ACRES±  
7443 SQUARE FEET±

N.05°27'37"E.  
277.42'

N.01°21'55"W.  
252.72'

S.01°21'55"E.  
244.13'

N.01°21'55"W.  
154.08'

N.01°21'55"W.  
0.31'

S.88°54'27"W.  
182.13'

4.20'

35' WIDE INGRESS-EGRESS,  
P.U.E. & DR. EASEMENT

S.88°38'05"W.  
140.31'

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

AREAS AND DIMENSIONS SHOWN ARE  
SUBJECT TO FIELD SURVEY

REFER TO 8 1/2" X 11" (LEGAL DESCRIPTION)

SURVEYOR'S CERTIFICATE

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

DATE OF SIGNATURE: 04/02/02

TIM J. PUF AHL,  
PROFESSIONAL LAND SURVEYOR  
FLA. CERTIFICATE NO. 4666

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

BEARINGS ARE BASED UPON THE PLAT BEARINGS OF COLLEGE POINTE SUBDIVISION AS RECORDED IN PLAT BOOK 62 AT PAGES 76 THRU 78.

(NOT A FIELD SURVEY)

SKETCH OF DESCRIPTION  
PARCEL OF LAND LYING IN  
SECTION 34, TOWNSHIP 45 SOUTH,  
RANGE 24 EAST  
LEE COUNTY, FLORIDA

JOB  
0151  
L002

DATE : 03/22/02  
SCALE : 1" = 60'  
CADD : T.P.  
CHECK : T.P.  
FILE : 0151L002.DWG

GULF SHORE SURVEYING, INC.  
LEE COUNTY:  
2112 S.E. 11TH STREET  
CAPE CORAL, FL 33990  
(941) 458-2388  
CHARLOTTE COUNTY:  
30930 OIL WELL ROAD  
PUNTA GORDA, FL 33955  
(941) 639-7800



**FLORIDA DEPARTMENT OF REVENUE**  
**RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY**  
 (PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

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

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

0 1 2 3 4 5 6 7 8 9    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) →

164524430000F0000

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? →   
 WILTSHIRE    WARREN    B. JR.    TR.

3. Grantor (Seller):

Last P. O. BOX 1020, First FT. MYERS FL 33902 MI Corporate Name (if applicable)

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

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

Mailing Address City State Zip Code Phone No. (239) 479-8181

5. Date of Sale/Transfer

Month / Day / Year    Sale/Transfer Price    Property Located In    County Code  
 (Round to the nearest dollar.)    (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    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.

YES  /  NO

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

Conventional     Seller Provided     Agreement or Contract for Deed     Other

10. Property Type:

Residential     Commercial     Industrial     Agricultural     Institutional/Miscellaneous     Government     Vacant     Acreage     Timeshare

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

Date 8/22/02

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  
 Month / 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)

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) →

164524440000000A

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): LAKE POINTE COMMONS LLP

Last P. O. BOX 1662, FT. MYERS, FL 33902

Mailing Address City State Zip Code Phone No.

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

Last P. O. BOX 398, FT. MYERS, FL 33902

Mailing Address City State Zip Code Phone No. (239) 479-8181

5. Date of Sale/Transfer: / / \$ Sale/Transfer Price: .00

Month Day Year (Round to the nearest dollar.) Property Located In 46 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: \$ .00

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

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

Conventional  Seller Provided  Agreement or Contract for Deed  Other

10. Property Type: Residential  Commercial  Industrial  Agricultural  Institutional/Miscellaneous  Government  Vacant  Acreage  Timeshare

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

12. Amount of Documentary Stamp Tax \$ .

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

Under 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, UTIL. DIRECTOR** Date: **8/22/02**

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	



TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING  
(Department)

SUE GULLEDGE

A. AUTHORIZATION:

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

- 1) WARREN B WILTSHIRE JR TRUSTEE
  - 2) LAKE POINTE COMMONS LLP
- BS 20020905-UTL

Purchase Order # N/A for LAKE POINTE COMMONS project.  
ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENTS TO MINUTES AFTER RECORDING,  
WITH COPY TO SUE GULLEDGE, UTILITIES



SUE GULLEDGE

Signature Authorization

B. SERVICE RECEIVED:

RECORDING \_\_\_\_\_

O. R. COPIES \_\_\_\_\_

PLAT COPIES \_\_\_\_\_

CASE #/INDEX FEE \_\_\_\_\_

DESCRIPTION OF SERVICE \_\_\_\_\_

AMOUNT OF FEE INCURRED \$ \_\_\_\_\_

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

**THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED**

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

REC'D \_\_\_\_\_

ENTERED \_\_\_\_\_

CUST. # \_\_\_\_\_

INV. # \_\_\_\_\_

PLEASE REMIT TO:

Clerk's Accounting  
P.O. BOX 2396  
FORT MYERS, FLORIDA 33902-2396

White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE