

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20040745-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of five Utility Easements as a donation, for a gravity collection system serving Brookshire Village. This is considered a developer contributed asset and the project is located on the northwest corner of Daniels and Six Mile Cypress Parkways.

WHY ACTION IS NECESSARY:

Allows Lee County Utilities to monitor the sanitary sewer system of the residential community to provide adequate assurance that compliance with the Lee County Utilities inflow and infiltration policy is achieved.

WHAT ACTION ACCOMPLISHES:

To convey ownership and maintenance of the Brookshire Village gravity collection system to Lee County Utilities. Assures compliance with the Lee County Utilities Operations Manual.

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

CIOE

3. MEETING DATE:

07-27-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - OTHER Res, S Easements

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County-Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, P.E., Utilities Director

DATE: 6/24/04

7. BACKGROUND:

For the past 14 years Brookshire Village has been correcting and upgrading the gravity collection system with the intention of conveying it to Lee County Utilities. The Homeowners Association retained an engineering firm to evaluate the system and the Homeowners Association has paid for several system improvements. Lee County Utilities accepted the lift stations on August 29, 1990 (BS 901384).

The rehabilitation of the existing collection system has been inspected for conformance to the Lee County Utilities Operations Manual.

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 No. OD5360748700.504930.

SECTION 19 TOWNSHIP 45S RANGE 25E DISTRICT #2 COMMISSIONER ST. CERNY

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: 6/24/04	N/A Date:	N/A Date:	T.O. T. Osterhout Date: 6-24	S. Cerny Date: 6/29/04	6/30/04	6/30/04	6/30/04	6/30/04	J. Lavender Date: 6/24/04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 6/29/04
Time: 2:25
Forwarded To:
Admin. Lavender 3:45

RECEIVED BY
COUNTY ADMIN: J.M.
6/29/04
3:45 pm SCL
COUNTY ADMIN
FORWARDED TO:
7-6-04
3:30 pm

RESOLUTION NO. _____

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

WHEREAS, it is the desire of Brookshire Village Condominium Association, Inc., owner of record, to make a contribution to Lee County Utilities of sewer facilities (gravity collection system), serving **"BROOKSHIRE VILLAGE"**; 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 **\$1,064,770.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

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

DULY PASSED AND ADOPTED this _____ day of _____, _____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

COPY

11.4

LETTER OF COMPLETION

DATE: October 16 2003

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 _____

The Brookshire Bath & Tennis Club Association, Inc.

(Name of Development)

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

the FDEP certified plans the revised plans, attached

and:

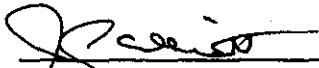
approved specifications the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: Lamp tested
and TV'd at time of Lift Station acceptance by Lee County Utilities

Very truly yours,

Source Inc.

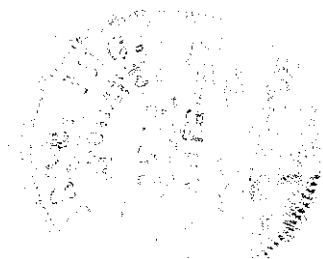
(Owner or Name of Corporation)


(Signature)

President

(Title)

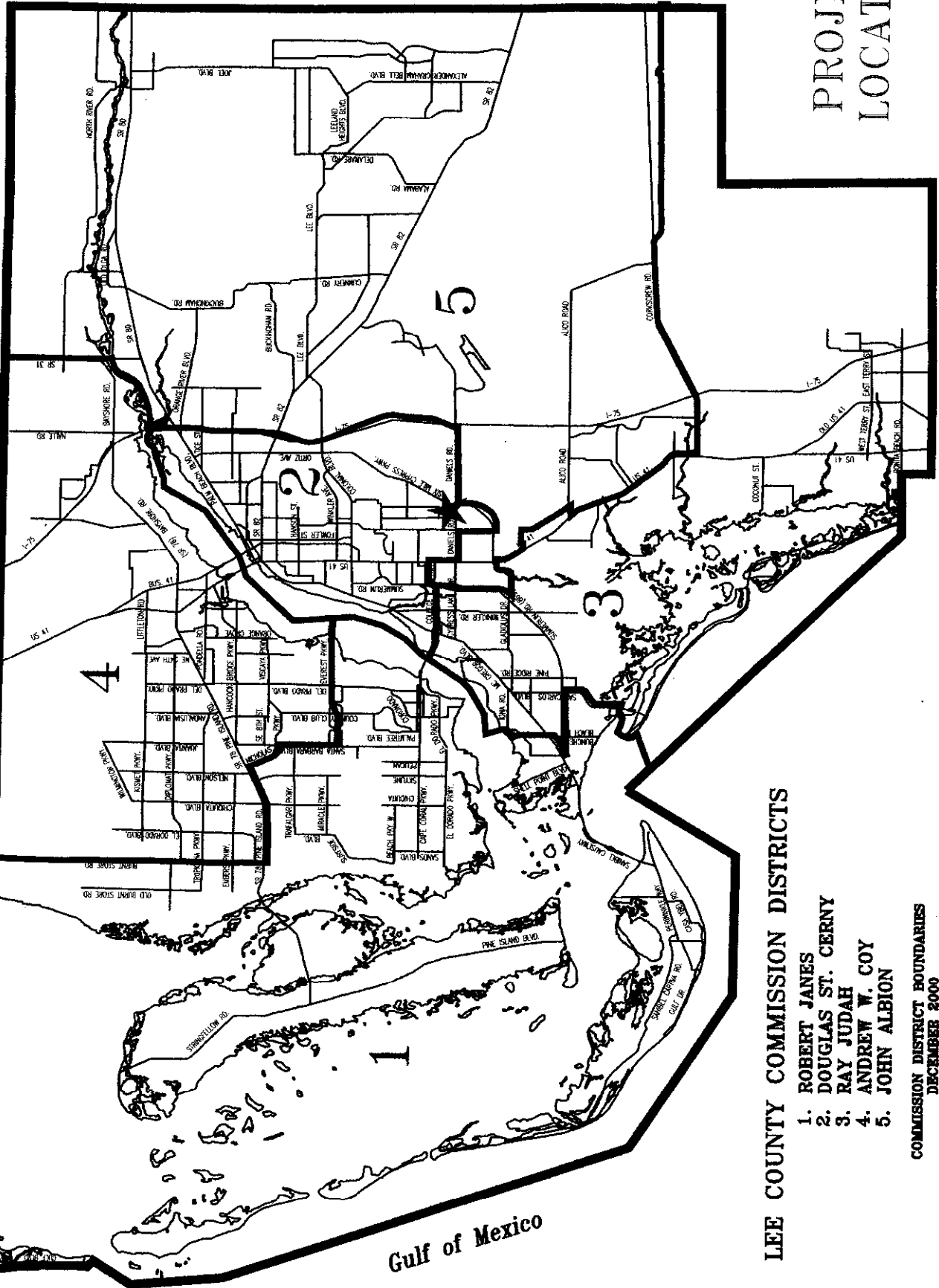
SEAL OF ENGINEERING FIRM



COPY

PROJECT
LOCATION

BROOKSHIRE VILLAGE
19-45-25
COMMISSION DISTRICT # 2 - DOUGLAS ST. CERNY



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

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): Brookshire Bath and Tennis Club

(Entire sewer collection system)

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.

Brookshire Bath and Tennis Club Association, Inc.

(NAME OF OWNER OR CONTRACTOR)

BY: Doug Worthington
(SIGNATURE & TITLE)
Doug Worthington, President

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 19th day of Nov, 2003 by Douglas K. Worthington who has produced FL DL LIC # W635171403330
(Print or Type Name) (Type Of Identification and Number)

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

Clara C. Cain
Notary Public Signature

CLARA C. CAIN
Printed Name of Notary Public

00 014809
Notary Commission Number



Clara C. Cain
Commission # DD 014809
Expires April 2, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL)

COPY

WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that Doug Worthington
 as President, of Brookshire Bath & Tennis Club Association, Inc.
 for and in consideration of One million Sixty-four Thousand Seven (\$ 1,064,770.00)
Hundred Seventy Dollars and No Cents
 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:

Brookshire Condominium Association, Inc. located at the NW corner
 of Daniels Road and Six Mile Cypress Parkway. The system having
 been constructed at this location is a sanitary sewer collection
 system.

Brookshire Bath & Tennis Club Assoc. Inc
43-101 Barkley Court
Ft Myers FL 33907

NAME & ADDRESS OF FIRM OR CORPORATION

BY: Doug Worthington
 AUTHORIZED REPRESENTATIVE

STATE OF FLORIDA
) SS:
 COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 16th day of Oct, 2003
 by Douglas K. Worthington who has produced known to be personally
 (Print or Type Name) (Type Of Identification and Number)
 as identification, and who (did) (did not) take an oath.

Clara C. Cain
 Notary Public Signature

CLARA C. CAIN
 Printed Name of Notary Public



Clara C. Cain
 Commission # DD 014809
 Expires April 2, 2005
 Bonded Thru
 Atlantic Bonding Co., Inc.

DD014809
 Notary Commission Number

(NOTARY SEAL)

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Brookshire Village

LOCATION: Brookshire parcels located at NW corner of Daniels & Six Mi. Cypress

19-45-25-05-0000E.00CE'

(Including STRAP)

NAME AND ADDRESS OF OWNER: Brookshire Bath & Tennis Club Association, Inc.

43-101 Barkley Circle, Ft. Myers, FL 33907

(as shown on Deed)

TYPE UTILITY SYSTEM: Sanitary sewer collection system

(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
PVC SDR 26 (2'-14')	8"	17,784	LF	42.50	\$ 755,820.00
Std. Manholes (0-14')	4 dia.	72	Ea.	2,850.00	205,200.00
Building Sewer Connection	6"	415	Ea.	250.00	103,750.00

\$ 1,064,770.00
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:

[Signature]

James P. Elliott, P.E., President

(Name & Title of Certifying Agent)

OF: Source, Inc.

(Firm or Corporation)

ADDRESS: 1334 Lafayette Street

Cape Coral, FL 33904

STATE OF Florida)

COUNTY OF Lee) SS:

The foregoing instrument was signed and acknowledged before me this 14th day of November 2003 by James P. Elliott who has produced is known to me.

(Print or Type Name)

(Type Of Identification and Number)

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

[Signature]

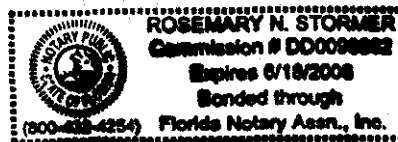
Notary Public/Signature

Rosemary N. Stormer

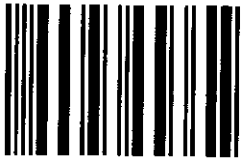
Printed Name of Notary Public

DD 0098882

Notary Commission Number



(NOTARY SEAL)



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



FDOR10240300
 DR-219
 R. 07/98

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

0	1	2	3	4	5	6	7	8	9			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) → 1945250800000000CE

2. Mark (x) all that apply
 Multi-parcel transaction? → Transaction is a split or cutout from another parcel? → Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller): **EASEMENT DONATION BY: BROOKSHIRE VILLAGE I CONDO ASSN INC**

Last First MI Corporate Name (if applicable)
C/O BENSON'S INC, 12650 WHITEHALL DR FT. MYERS FL 33907

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION**

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer: / / Sale/Transfer Price: \$. 00 Property Located In Lee

Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: \$. 00

(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

Mark (x) all that apply

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

12. Amount of Documentary Stamp Tax → \$.

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 [Signature] Date 6/27/04

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
This copy to Property Appraiser	
O. R. Book and Page Number and File Number	
Date Recorded	

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

1945250800000000CE

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

Transaction is a split or cutout from another parcel? →

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

3. Grantor (Seller):

EASEMENT DONATION BY:

BROOKSHIRE VILLAGE I CONDO ASSN INC

Last First MI Corporate Name (if applicable)
 C/O **BENSON'S INC, 12650 WHITEHALL DR FT. MYERS FL 33907**

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

\$. 0 0 Property Located In 46 County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES NO
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$. 0 0

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 \$. 0 0
 \$ 0.00 Cents

12. Amount of Documentary Stamp Tax → \$ 0.00

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 *Sevin Jg* Date 6/24/04

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
This copy to Department of Revenue	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

This copy to Department of Revenue

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-08-00000.00CE

THIS INDENTURE is made and entered into this ___ day of _____, _____, by and between ^{Brookshire Village I} Condominium Association, Inc., 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 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.

EXHIBIT "A"

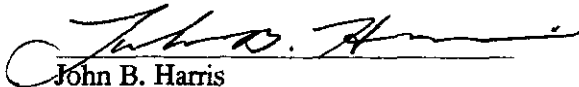
DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE I, PHASE 2, A CONDOMINIUM as recorded in O.R. Book 1900, Page 353 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village I, Phase 2, A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (24.00 feet wide); thence run S.07°06'19"W. along said Easterly right-of-way line for 136.54 feet to the point of beginning of the herein described centerline; thence run N.89°02'27"E. for 136.17 feet to the terminus of said centerline.

Said parcel contains 2,723.4 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village I, Phase 2, A Condominium.



John B. Harris

P.S.M. #4631

August 14, 2003

SKETCH OF
**SEWER EASEMENT
 LYING IN BROOKSHIRE VILLAGE I
 PHASE 2, A CONDOMINIUM**

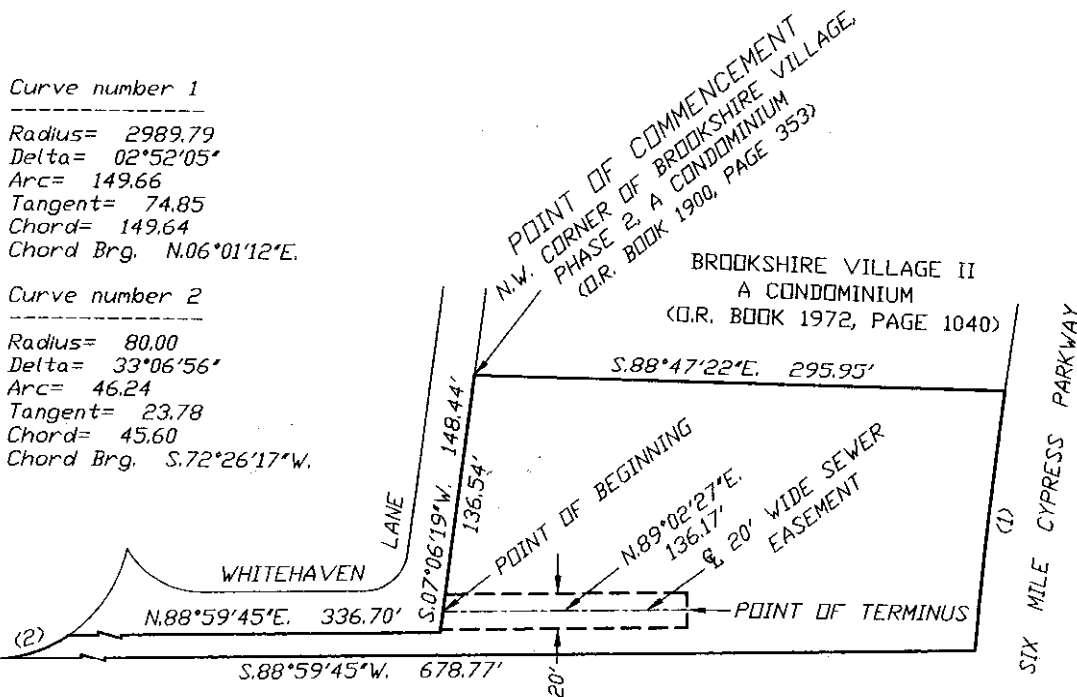
SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 (O.R. BOOK 1900, PAGE 353)
 LEE COUNTY, FLORIDA

Curve number 1

Radius= 2989.79
 Delta= 02°52'05"
 Arc= 149.66
 Tangent= 74.85
 Chord= 149.64
 Chord Brg. N.06°01'12"E.

Curve number 2

Radius= 80.00
 Delta= 33°06'56"
 Arc= 46.24
 Tangent= 23.78
 Chord= 45.60
 Chord Brg. S.72°26'17"W.



DESCRIPTION:

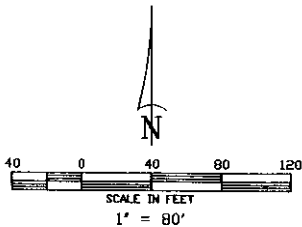
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Said parcel contains 2,723.4 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village I, Phase 2, A Condominium.

COPY



HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (941) 772-9939 FAX: (941) 772-1315	<i>John B. Harris</i> AUGUST 18, 2003
PROJECT #	JOHN B. HARRIS, PSM
JOB #: 02473-E-4625	FLORIDA LAND SURVEYOR #4631
SKETCH DATE: 8/19/03	FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921

EXHIBIT "A"

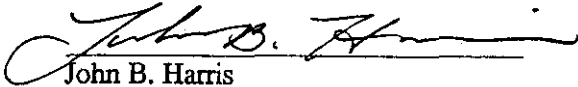
DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE I, PHASE 2, A CONDOMINIUM as recorded in O.R. Book 1900, Page 353 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village I, Phase 2, A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (24.00 feet wide); thence run S.07°06'19"W. along said Easterly right-of-way line for 136.54 feet to the point of beginning of the herein described centerline; thence run N.89°02'27"E. for 136.17 feet to the terminus of said centerline.

Said parcel contains 2,723.4 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village I, Phase 2, A Condominium.



John B. Harris
P.S.M. #4631
August 14, 2003

SKETCH OF
**SEWER EASEMENT
 LYING IN BROOKSHIRE VILLAGE I
 PHASE 2, A CONDOMINIUM**

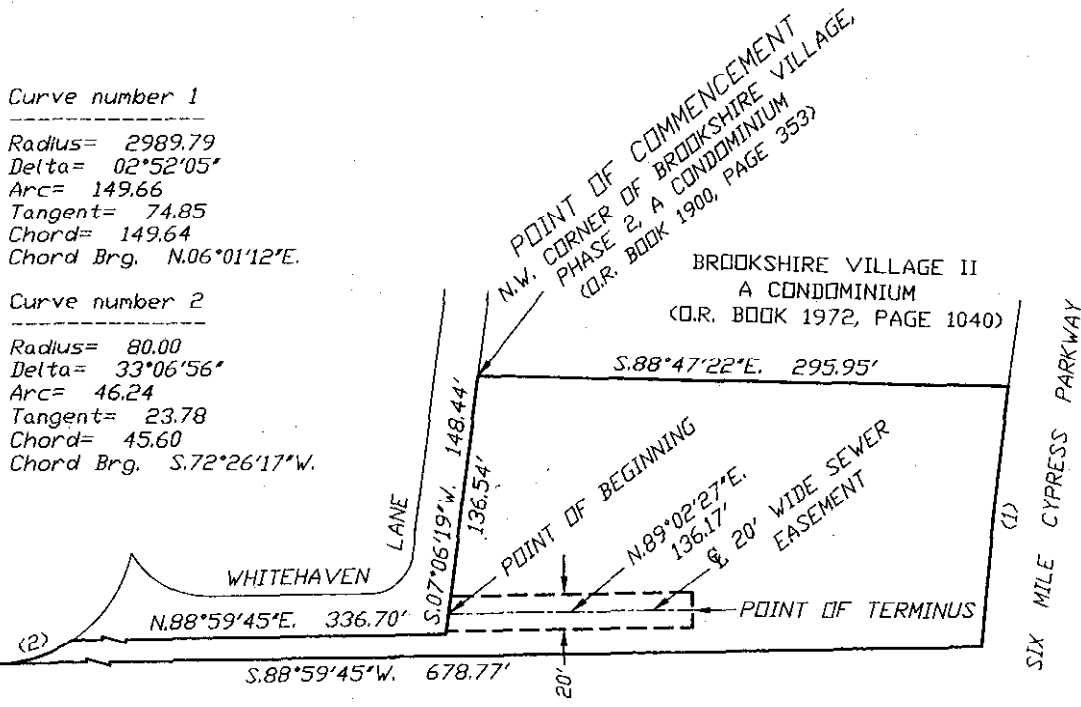
SECTION 19, TOWNSHIP 45 SOUTH RANGE 25 EAST
 (O.R. BOOK 1900, PAGE 353)
 LEE COUNTY, FLORIDA

Curve number 1

Radius= 2989.79
 Delta= 02°52'05"
 Arc= 149.66
 Tangent= 74.85
 Chord= 149.64
 Chord Brg. N.06°01'12"E.

Curve number 2

Radius= 80.00
 Delta= 33°06'56"
 Arc= 46.24
 Tangent= 23.78
 Chord= 45.60
 Chord Brg. S.72°26'17"W.



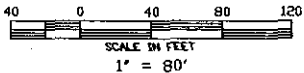
DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE I, PHASE 2, A CONDOMINIUM as recorded in O.R. Book 1900, Page 353 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village I, Phase 2, A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (24.00 feet wide); thence run S.07°06'19"W. along said Easterly right-of-way line for 136.54 feet to the point of beginning of the herein described centerline; thence run N.89°02'27"E. for 136.17 feet to the terminus of said centerline.

Said parcel contains 2,723.4 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village I, Phase 2, A Condominium.



HARRIS - JURGENSON, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (941) 772-9939 FAX: (941) 772-1315	<i>John B. Harris</i> AUGUST 19, 2003
PROJECT #	JOHN B. HARRIS, PSM
JOB #: 02473-E-4625	FLORIDA LAND SURVEYOR #4631
SKETCH DATE: 8/19/03	FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921

COPY



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

194525080000000CE

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

Transaction is a split
 or cutout from
 another parcel? →

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

3. Grantor (Seller):

EASEMENT DONATION BY:

BROOKSHIRE VILLAGE II CONDO ASSN INC

Last First MI Corporate Name (if applicable)
 C/O BENSON'S INC, 12650 WHITEHALL DR FT. MYERS FL 33907

Mailing Address City State Zip Code Phone No.
 RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION

4. Grantee (Buyer):

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

\$

Sale/Transfer Price

. 00

Property Located In 46 County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document

Contract/Agreement for Deed Other
 Warranty Deed Quit Claim Deed

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

YES NO

(Round to the nearest dollar.) \$

. 00

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

YES NO

9. Was the sale/transfer financed? YES

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

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:
 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 \$
 \$ 0.00

Cents
 . 00

12. Amount of Documentary Stamp Tax →

0.00

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

[Signature]

Date 6/24/04

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
This copy to Department of Revenue O. R. Book and Page Number and File Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Date Recorded <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> Month Day Year	

This copy to Department of Revenue

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-08-00000.00CE

THIS INDENTURE is made and entered into this ____ day of _____, _____, by and between Brookshire Village II Condominium Association, Inc., 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 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 David E. Frieden
(Signature of 1st Witness)

DAVID E. FRIEDEN
(Name of 1st Witness)

X Anthony J. Mendolera
(Grantor's/Owner's Signature)

ANTHONY J. MENDOLERA
(Grantor's/Owner's Name)

X Albert A. Leonardi
(Signature of 2nd Witness)

ALBERT A. LEONARDI
(Name of 2nd Witness)

President, Brookshire Village II
Title

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 23rd day of August 2003 by Anthony Mendolera who produced the following as identification _____ or is personally known to me and who did/did not take an oath.

Janice M Voss
Notary Public Signature

JANICE M VOSS
Printed Name of Notary Public



(Notary Seal & Commission Number)

EXHIBIT "A"

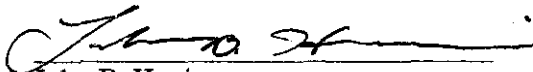
DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE II A CONDOMINIUM as recorded in O.R. Book 1972, Page 1040 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village II A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (24.00 feet wide); thence run S.07°06'19"W. along said Easterly right-of-way line for 146.70 feet to the point of beginning of the herein described centerline; thence run S.86°32'15"E. for 131.69 feet to the point of terminus of said centerline.

Said parcel contains 2,633.8 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village II A Condominium.



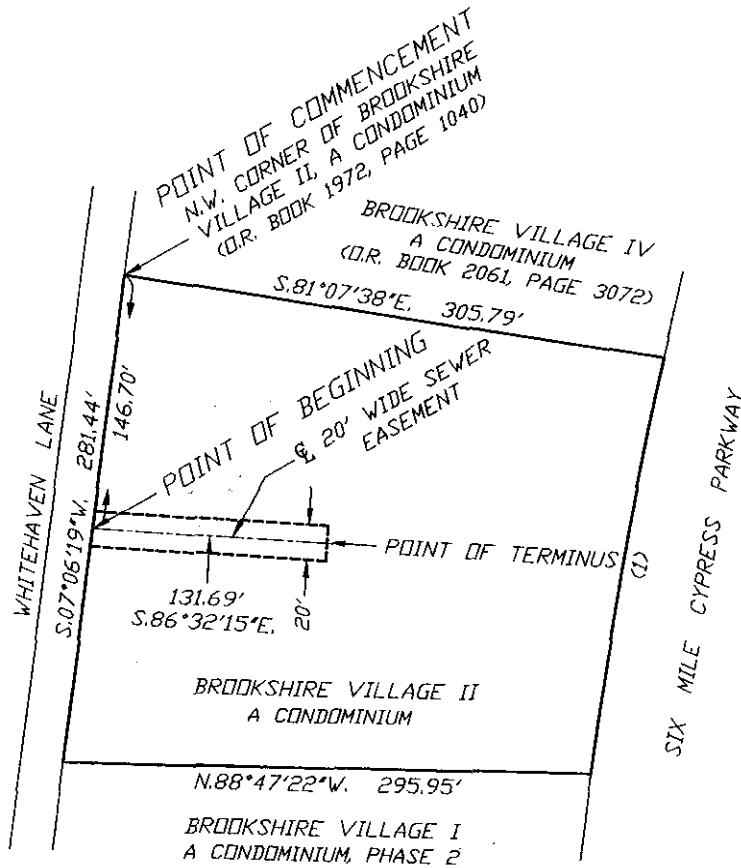
John B. Harris
P.S.M. #4631
August 14, 2003

SKETCH OF
**SEWER EASEMENT
 LYING IN BROOKSHIRE VILLAGE II
 A CONDOMINIUM**

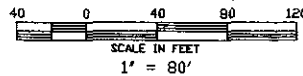
SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 (O.R. BOOK 1972, PAGE 1040)
 LEE COUNTY, FLORIDA

Curve number 1

Radius= 2989.79
 Delta= 04°38'12"
 Arc= 241.94
 Tangent= 121.04
 Chord= 241.88
 Chord Brg. N.09°46'20"E.



COPY



HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (941) 772-9939 FAX: (941) 772-1315		<i>John B. Harris</i> AUGUST 14, 2003	
PROJECT # JOB #: 02473-C-4625		JOHN B. HARRIS, FSM FLORIDA LAND SURVEYOR #4631	
SKETCH DATE: 8/12/03		FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921	



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0123456789

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

194525080000000CE

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

Transaction is a split
 or cutout from
 another parcel? →

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

3. Grantor (Seller):

EASEMENT DONATION BY:

BROOKSHIRE VILLAGE IV CONDO ASSN INC

Last First MI Corporate Name (if applicable)
 C/O BENSON'S INC, 12650 WHITEHALL DR FT. MYERS FL 33907

Mailing Address City State Zip Code Phone No.
 RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION

4. Grantee (Buyer):

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

\$. 00 Property Located In 46 County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document

Contract/Agreement for Deed Other
 Warranty Deed Quit Claim Deed

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

YES NO
 \$. 00

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

YES NO

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

Conventional Seller Provided Agreement or Contract for Deed Other

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

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

YES NO \$. 00
 \$ 0.00

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 _____ Date 6/24/04

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
This copy to Department of Revenue O. R. Book and Page Number and File Number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Date Recorded <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Month Day Year	

This copy to Department of Revenue

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-08-00000.00CE

THIS INDENTURE is made and entered into this ____ day of _____, _____, by and between ^{Brookshire Village IV} ~~Condominium Association, Inc.~~, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, hereinafter referred to as GRANTEE.

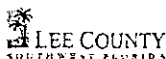
WITNESSETH:

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 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 Dennis C. Boback X [Signature]
(Signature of 1st Witness) (Grantor's/Owner's Signature)

Dennis C. Boback [Name]
(Name of 1st Witness) (Grantor's/Owner's Name)

X [Signature] [Title]
(Signature of 2nd Witness) Title

BONITA VANDALL
(Name of 2nd Witness)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 16th day of SEPT 2003 by TERESA KRUG who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[Signature]
Notary Public Signature

DIANNE M. RACINE
Printed Name of Notary Public

(Notary Seal & Commission Number)

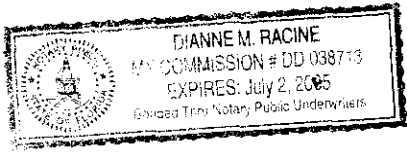


EXHIBIT "A"

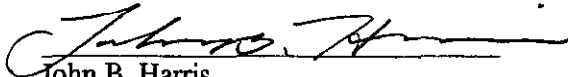
DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of BROOKSHIRE VILLAGE IV A CONDOMINIUM as recorded in O.R. Book 2061, Page 3072 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said easement is described as follows:

Commencing at the Northwest corner of the aforesaid Brookshire Village IV A Condominium, said point lying on the Easterly right-of-way line of Whitehaven Lane (right-of-way varies); thence run S.34°19'37"W. along said Easterly right-of-way line for 7.94 feet to a point of curvature; thence run Southwesterly along said Easterly right-of-way line for 105.35 feet along the arc of a curve concave Southeasterly, with a radius of 415.83 feet, a delta of 14°30'55", a chord bearing of S.27°04'11"E. and a chord distance of 105.07 feet to the point of beginning of the herein described centerline; thence run S.79°20'55"E. for 154.45 feet to the point of terminus of said centerline.

Said parcel contains 3,088.1 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Brookshire Village IV A Condominium.



John B. Harris
P.S.M. #4631
August 14, 2003

SKETCH OF
**SEWER EASEMENT
 LYING IN BROOKSHIRE VILLAGE IV
 A CONDOMINIUM**

SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 (O.R. BOOK 2061, PAGE 3072)
 LEE COUNTY, FLORIDA

SEE EXHIBIT 'A' FOR LEGAL DESCRIPTION!

Curve number 1

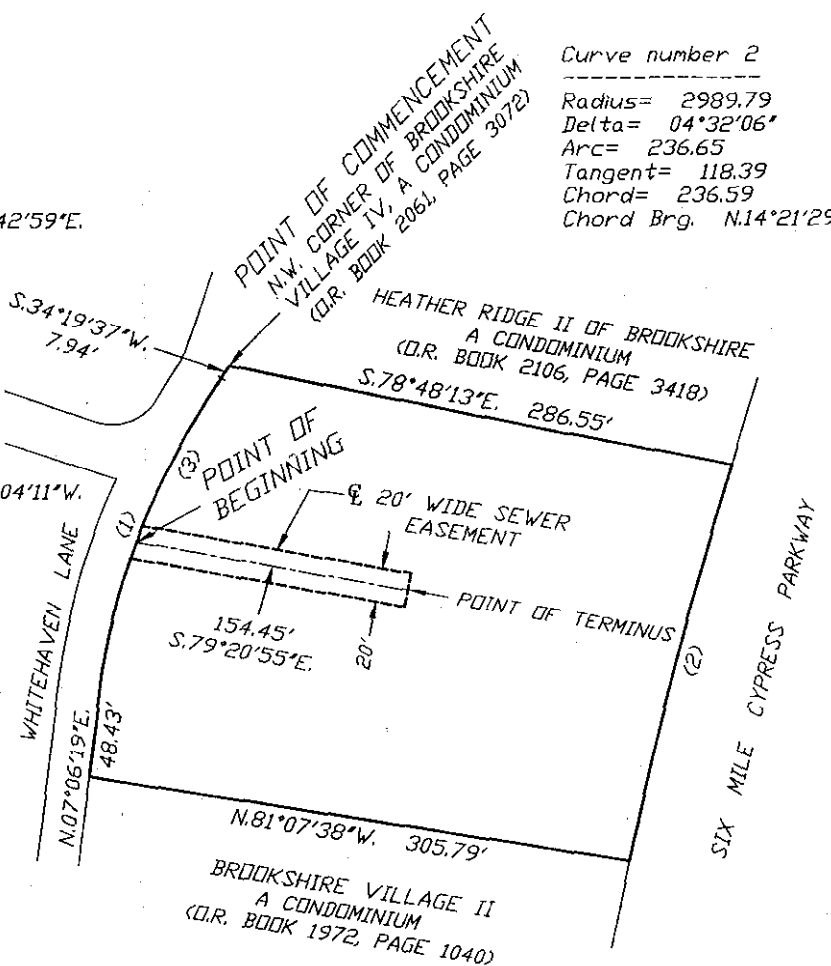
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 Tangent= 100.68
 Chord= 195.71
 Chord Brg. N.20°42'59"E.

Curve number 2

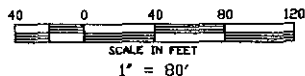
Radius= 2989.79
 Delta= 04°32'06"
 Arc= 236.65
 Tangent= 118.39
 Chord= 236.59
 Chord Brg. N.14°21'29"E.

Curve number 3

Radius= 415.83
 Delta= 14°30'55"
 Arc= 105.35
 Tangent= 52.96
 Chord= 105.07
 Chord Brg. S.27°04'11"W.



COPY



HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (941) 772-9939 FAX: (941) 772-1315	<i>John B. Harris</i> AUGUST 14, 2003
	PROJECT # JOB #: 02473-B-4625 SKETCH DATE: 8/12/03

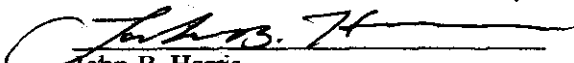
DESCRIPTION:

A 20.00 foot wide sewer easement lying within Brookshire Village A Condominium, lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said 20 foot wide easement is described as follows:

Commencing at the Southwest corner of Brookshire Village IV, A Condominium; thence run N.60°46'09"E. for 56.65 feet to the point of beginning of the herein described centerline; thence run N.89°21'14"E. for 321.09 feet; thence run N.07°18'17"E. for 272.20 feet; thence run N.09°32'00"E. for 298.04 feet to the terminus of said centerline.

Said parcel contains 18,043.9 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the Plat of the aforesaid Brookshire Village IV, A Condominium.


John B. Harris
P.S.M. #4631

SKETCH OF
SEWER EASEMENT
LYING IN BROOKSHIRE VILLAGE
A CONDOMINIUM

SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

BROOKSHIRE VILLAGE IV
 A CONDOMINIUM
 (C.R. BOOK 206L, PAGE 3072)

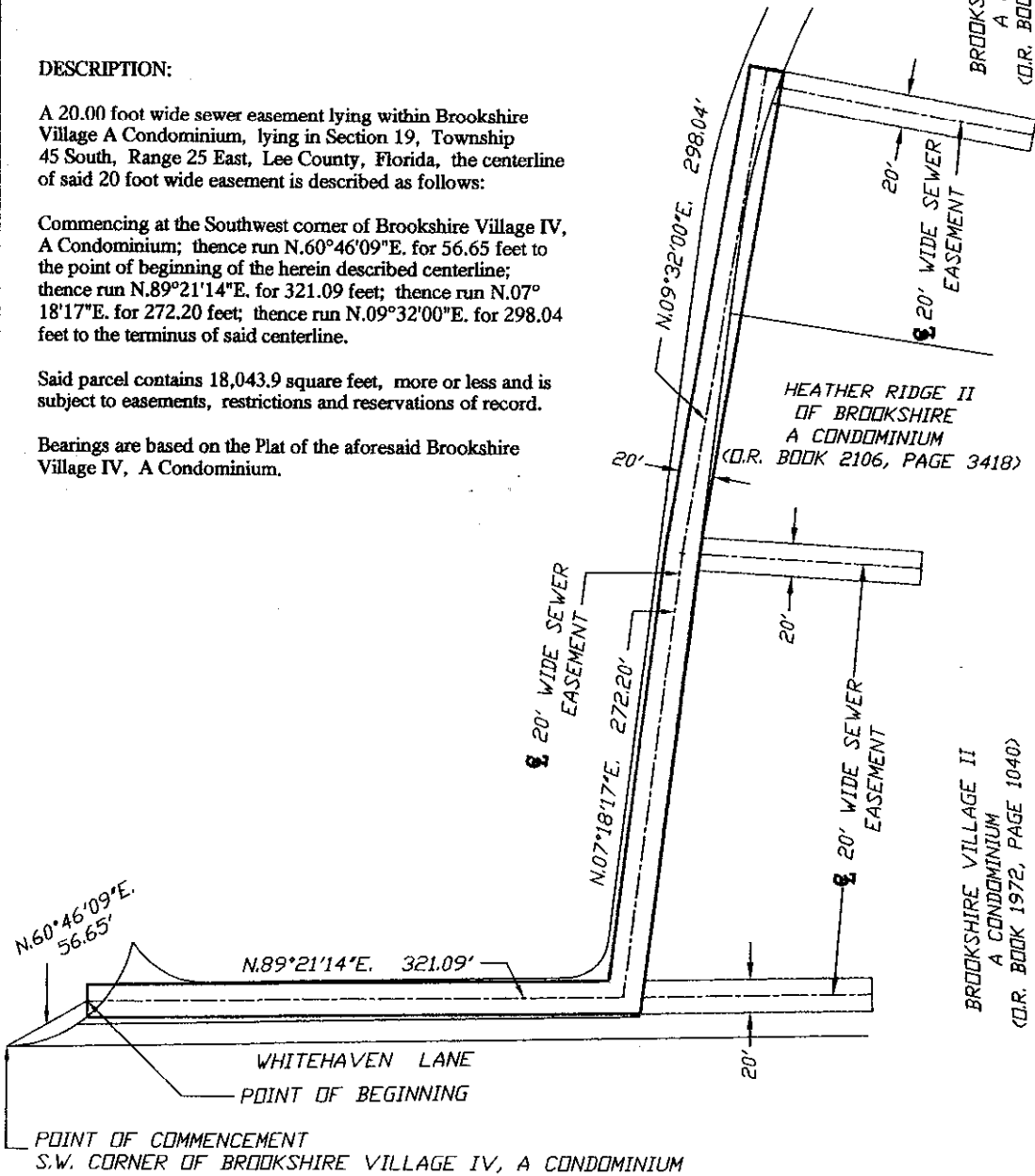
DESCRIPTION:

A 20.00 foot wide sewer easement lying within Brookshire Village A Condominium, lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, the centerline of said 20 foot wide easement is described as follows:

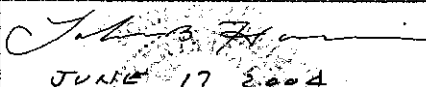
Commencing at the Southwest corner of Brookshire Village IV, A Condominium; thence run N.60°46'09"E. for 56.65 feet to the point of beginning of the herein described centerline; thence run N.89°21'14"E. for 321.09 feet; thence run N.07°18'17"E. for 272.20 feet; thence run N.09°32'00"E. for 298.04 feet to the terminus of said centerline.

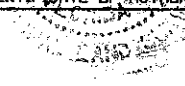
Said parcel contains 18,043.9 square feet, more or less and is subject to easements, restrictions and reservations of record.

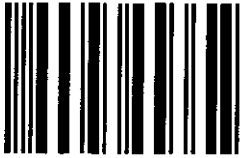
Bearings are based on the Plat of the aforesaid Brookshire Village IV, A Condominium.



COPY

HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (941) 772-9939 FAX: (941) 772-1315		 JUNE 17, 2004	
PROJECT # JOB #: 02473-0604-4525		JOHN B. HARRIS, PSM FLORIDA LAND SURVEYOR #4631	
SKETCH DATE: 6/17/04		FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921	





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



FDOR10240300
 DR-219
 R. 07/98

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

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

0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9
 1945251200000000A

2. Mark (x) all that apply
 Multi-parcel transaction? → Transaction is a split or cutout from another parcel? → Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller): **EASEMENT DONATION BY: HEATHER RIDGE I OF BROOKSHIRE CONDO ASSN INC**

Last First MI Corporate Name (if applicable)
C/O BENSON'S INC, 12650 WHITEHALL DR FT. MYERS FL 33907
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION**

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181
 Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer: Sale/Transfer Price
 / / \$, , . **00** Property Located in **Lee**
 Month Day Year (Round to the nearest dollar.)

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

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

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

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

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

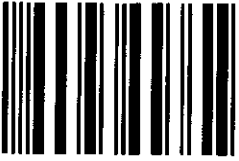
Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent: *[Signature]* Date: **6/24/04**

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
This copy to Property Appraiser	
O. R. Book and Page Number and File Number	
Date Recorded	

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

1945251200000000A

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

Transaction is a split
 or cutout from
 another parcel? →

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

3. Grantor (Seller):

EASEMENT DONATION BY: HEATHER RIDGE I OF BROOKSHIRE CONDO ASSN INC

Last First MI Corporate Name (if applicable)
 C/O BENSON'S INC, 12650 WHITEHALL DR FT. MYERS FL 33907

Mailing Address City State Zip Code Phone No.
 RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION

4. Grantee (Buyer):

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

\$

. 00

Property Located In 46 County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed Other
 Warranty Deed Quit Claim Deed

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

YES NO

(Round to the nearest dollar.) \$

. 00

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

YES NO

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

Conventional Seller Provided Agreement or Contract for Deed Other

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

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

YES NO \$

Cents

. 00

12. Amount of Documentary Stamp Tax → \$

0.00

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 [Signature] Date 6/24/04

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
<p>This copy to Department of Revenue</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p> <p>Month Day Year</p>	

This copy to Department of Revenue

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-12-00000.000A

THIS INDENTURE is made and entered into this ____ day of _____, _____, by and between Heather Ridge I of Brookshire Condominium Association, Inc., Owner, hereinafte 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 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.

EXHIBIT "A"

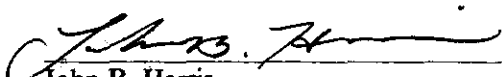
DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of HEATHER RIDGE I OF BROOKSHIRE, A CONDOMINIUM as recorded in O.R. Book 2011, Page 824 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

Commencing at the Northeast corner of the aforesaid Heather Ridge I Of Brookshire, A Condominium, said point lying on the Southerly right-of-way line of Brookshire Lake Boulevard (right-of-way varies); thence run S.88°47'16"W. along said Southerly right-of-way line for 57.35 feet to the point of beginning; thence run S.10°32'16"W. for 145.15 feet; thence run S.66°09'04"E. for 34.20 feet to a point on the Easterly boundary of the aforesaid Heather Ridge I Of Brookshire, A Condominium; thence run S.18°26'32"W. along said Easterly boundary line for 20.09 feet; thence run N.66°09'04"W. for 31.37 feet; thence run S.10°32'16"W. for 227.06 feet to a point on the Easterly boundary of the aforesaid Heather Ridge I Of Brookshire, A Condominium; thence run S.18°26'32"W. along said Easterly boundary line for 46.11 feet; thence run S.28°48'37"W. for 162.77 feet; thence run N.61°11'23"W. for 20.00 feet; thence run N.28°48'37"E. for 160.96 feet; thence run N.18°26'32"E. for 42.92 feet; thence run N.10°32'16"E. for 387.23 feet to a point on the Southerly right-of-way line of the aforesaid Brookshire Lake Boulevard; thence run N.88°47'16"E. along said Southerly right-of-way line for 20.43 feet to the point of beginning.

Said parcel contains 12,583.2 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Heather Ridge I Of Brookshire, A Condominium.


John B. Harris
P.S.M. #4631
August 14, 2003

SKETCH OF
**SEWER EASEMENT
 LYING IN HEATHER RIDGE I
 OF BROOKSHIRE, A CONDOMINIUM**

SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 (O.R. BOOK 2011, PAGE 824)
 LEE COUNTY, FLORIDA

SEE EXHIBIT 'A' FOR LEGAL DESCRIPTION!

POINT OF COMMENCEMENT
 N.E. CORNER OF HEATHER
 RIDGE I OF BROOKSHIRE
 A CONDOMINIUM
 (O.R. BOOK 2011, PAGE 824)

Curve number 1
 Radius= 439.83
 Delta= 03°44'59"
 Arc= 28.78
 Chord= 28.78
 Chord Brg. N.32°27'09"E.

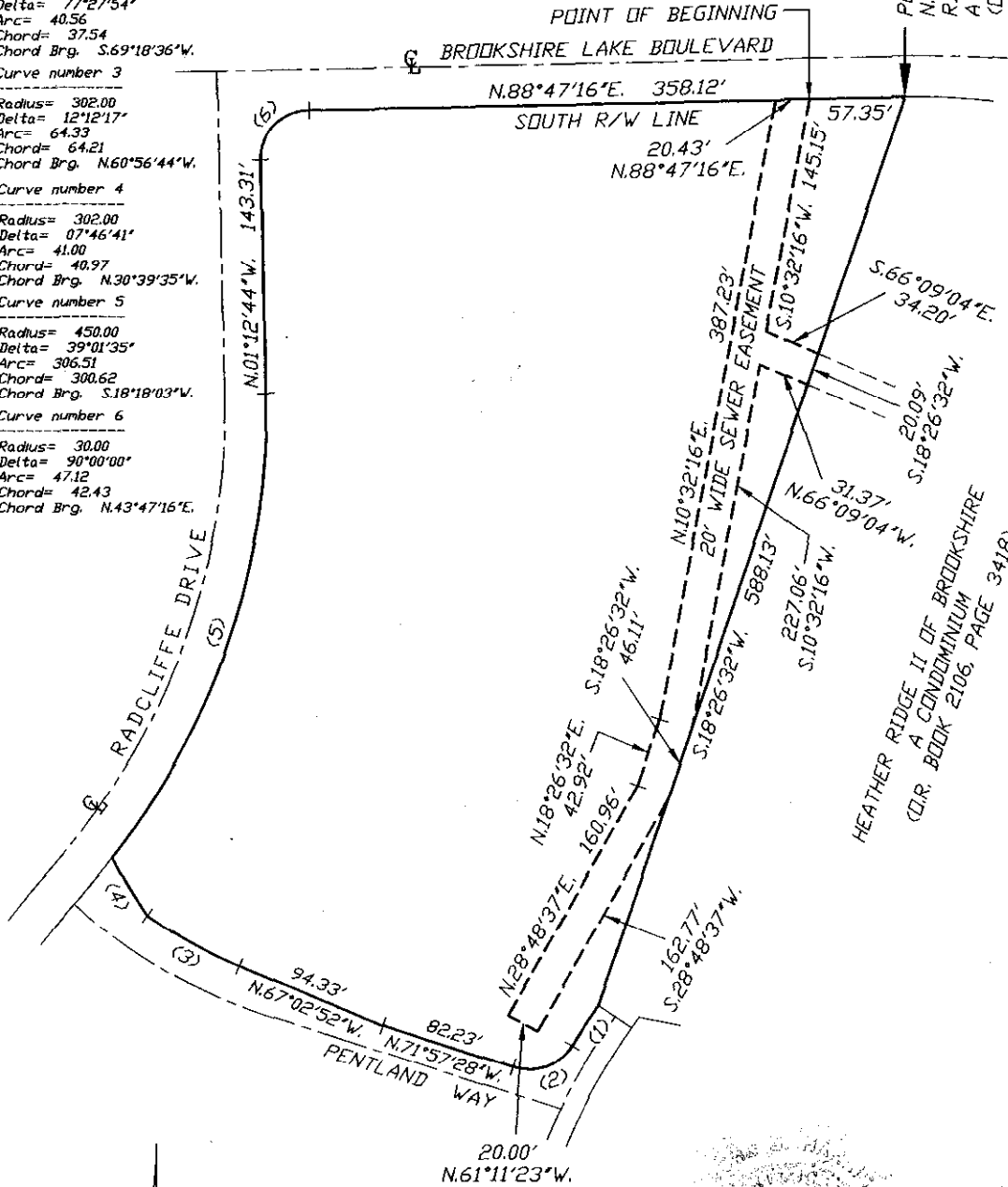
Curve number 2
 Radius= 30.00
 Delta= 77°27'54"
 Arc= 40.56
 Chord= 37.54
 Chord Brg. S.69°18'36"W.

Curve number 3
 Radius= 302.00
 Delta= 12°12'17"
 Arc= 64.33
 Chord= 64.21
 Chord Brg. N.60°56'44"W.

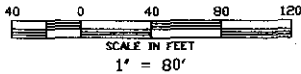
Curve number 4
 Radius= 302.00
 Delta= 07°46'41"
 Arc= 41.00
 Chord= 40.97
 Chord Brg. N.30°39'35"W.

Curve number 5
 Radius= 450.00
 Delta= 39°01'35"
 Arc= 306.51
 Chord= 300.62
 Chord Brg. S.18°18'03"W.

Curve number 6
 Radius= 30.00
 Delta= 90°00'00"
 Arc= 47.12
 Chord= 42.43
 Chord Brg. N.43°47'16"E.



COPY



HARRIS - JORGENSEN, INC.
 2706 S.E. SANTA BARBARA PLACE
 CAPE CORAL, FLORIDA
 PHONE: (941) 772-9939
 FAX: (941) 772-1315

John B. Harris
 AUGUST 14 2003

PROJECT #
 JOB #: 02473-A-4625
 SKETCH DATE: 8/12/03

JOHN B. HARRIS, PSM
 FLORIDA LAND SURVEYOR #4631
 FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921



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



FDOR10240300
 DR-219
 R. 07/98

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

0 1 2 3 4 5 6 7 8 9 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) →

1945251200000000A

2. Mark (x) all that apply

Multi-parcel transaction? Transaction is a split or cutout from another parcel? Property was improved with building(s) at time of sale/transfer?

3. Grantor (Seller):

EASEMENT DONATION BY: HEATHER RIDGE II OF BROOKSHIRE CONDO ASSN INC

Last First MI Corporate Name (if applicable)
 C/O BENSON'S INC, 12650 WHITEHALL DR FT. MYERS FL 33907
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION
 Last First MI Corporate Name (if applicable)
 P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181
 Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

Month / Day / Year \$. 00 Property Located In Lee

6. Type of Document

Contract/Agreement for Deed
 Other
 Warranty Deed
 Quit Claim Deed

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

YES / NO \$. 00

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

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

YES / NO

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

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

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

YES / NO \$. 00 Cents

12. Amount of Documentary Stamp Tax →

\$. Cents

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 *[Signature]* Date 6/24/04

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>This copy to Property Appraiser</p> <p>O. R. Book and Page Number and File Number</p> <p>Date Recorded</p>	<p>Clerks Date Stamp</p>
--	--------------------------

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0123456789

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

1945251200000000A

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

Transaction is a split
 or cutout from
 another parcel? →

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

3. Grantor (Seller):

EASEMENT DONATION BY:

HEATHER RIDGE II OF BROOKSHIRE CONDO ASSN INC

Last First MI Corporate Name (if applicable)
 C/O **BENSON'S INC, 12650 WHITEHALL DR FT. MYERS FL 33907**

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E., UTIL. DIR. FOR LEE CO. BOARD OF COUNTY COMMISSION

4. Grantee (Buyer):

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

\$

. 00

Property Located In

46

County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document

Contract/Agreement for Deed Other
 Warranty Deed Quit Claim Deed

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

YES NO

(Round to the nearest dollar.) \$

. 00

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

YES NO

9. Was the sale/transfer financed? YES

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

Conventional

Seller Provided

Agreement or
 Contract for Deed

Other

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

Residential

Commercial

Industrial

Agricultural

Institutional/
 Miscellaneous

Government

Vacant

Acreage

Timeshare

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

YES

NO

\$

Cents

. 00

12. Amount of Documentary Stamp Tax →

\$

0.00

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

Date

6/24/04

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
This copy to Department of Revenue	
O. R. Book	
and	
Page Number	
and	
File Number	
Date Recorded	
Month	Day
	Year

This copy to Department of Revenue

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

Strap No. 19-45-25-12-00000.000A

THIS INDENTURE is made and entered into this _____ day of _____, by and between Heather Ridge II of Brookshire Condominium Association, Inc., 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 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.

EXHIBIT "A"

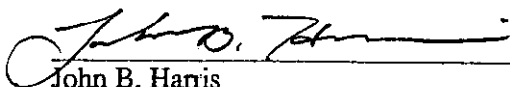
DESCRIPTION:

A 20.00 foot wide sewer easement lying within the boundary of HEATHER RIDGE II OF BROOKSHIRE, A CONDOMINIUM as recorded in O.R. Book 2106, Page 3418 Public Records of Lee County, Florida, said parcel lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, described as follows:

Commencing at the Northeast corner of the aforesaid Heather Ridge II Of Brookshire, A Condominium, said point lying on the Southerly right-of-way line of Brookshire Lake Boulevard (right-of-way varies); thence run N.61°59'33"W. along said Southerly right-of-way line for 147.49 feet to the point of beginning; thence run S.23°49'44"W. for 359.71 feet; thence run S.17°09'08"W. for 211.16 feet; thence run N.72°50'52"W. for 20.00 feet; thence run N.17°09'08"E. for 212.33 feet; thence run N.23°49'44"E. for 141.14 feet; thence run N.66°09'04"W. for 156.40 feet to a point on the Westerly boundary of the aforesaid Heather Ridge II Of Brookshire, A Condominium; thence run N.18°26'32"E. along said Westerly boundary line for 20.09 feet; thence run S.66°09'04"E. for 158.28 feet; thence run N.23°49'44"E. for 200.94 feet to a point on a curve on the Southerly right-of-way line of the aforesaid Brookshire Lake Boulevard; thence run Southeasterly along said Southerly right-of-way line for 13.93 feet along the arc of a curve concave Southwesterly, with a radius of 378.53 feet, a delta of 02°06'30", a chord bearing of S.63°02'48"E. and a chord distance of 13.93 feet to a point of tangency; thence run S.61°59'33"E. along said Southerly right-of-way line for 6.11 feet to the point of beginning.

Said parcel contains 14,601 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the aforesaid Plat of Heather Ridge II Of Brookshire, A Condominium.



John B. Harris

P.S.M. #4631

August 14, 2003

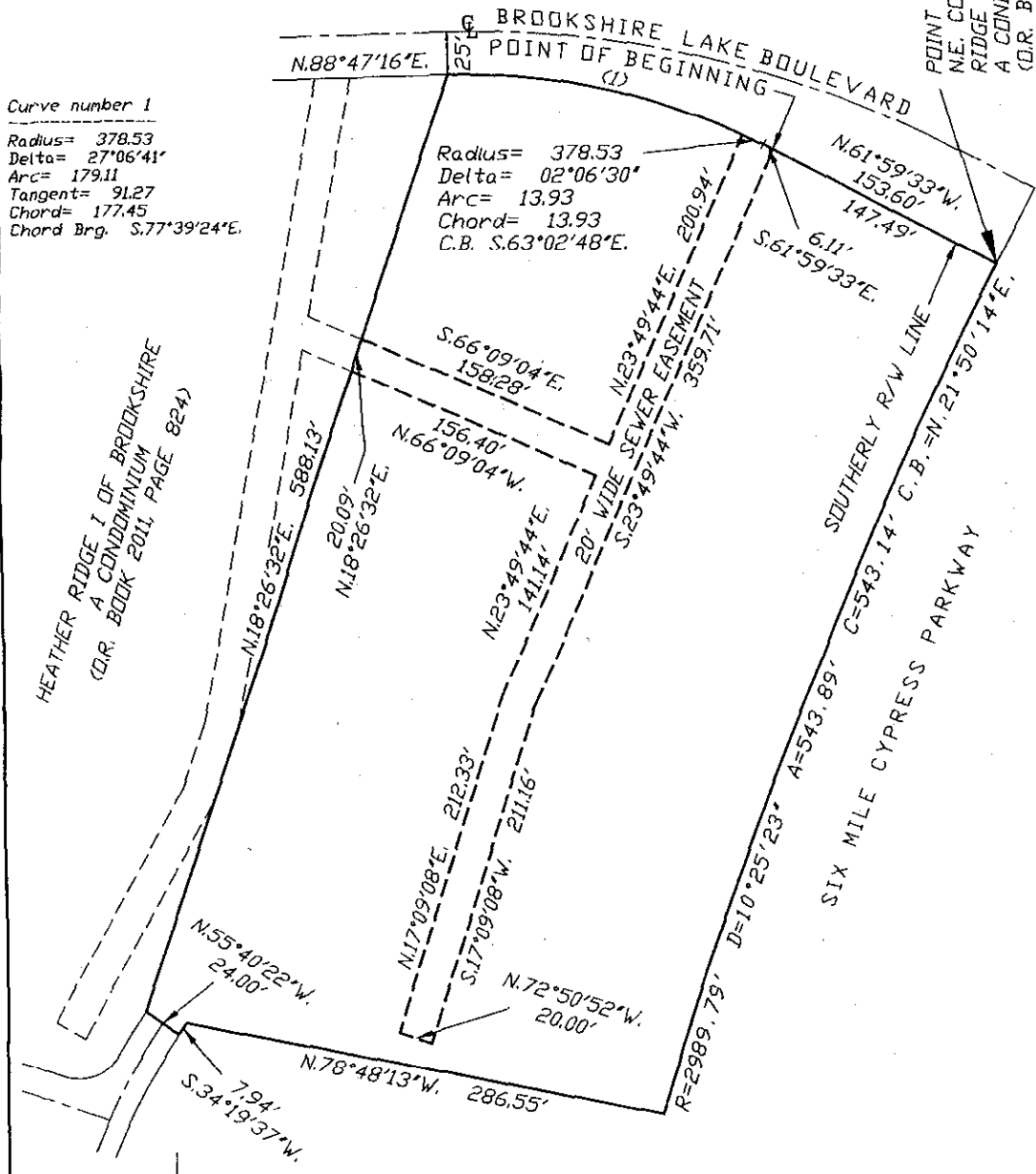
SKETCH OF
**SEWER EASEMENT
 LYING IN HEATHER RIDGE II
 OF BROOKSHIRE, A CONDOMINIUM**

SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST
 (O.R. BOOK 2106, PAGE 3418)
 LEE COUNTY, FLORIDA

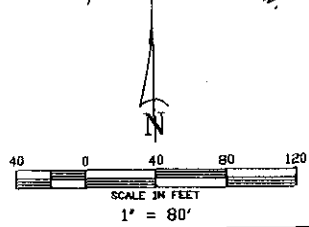
SEE EXHIBIT 'A' FOR LEGAL DESCRIPTION!

POINT OF COMMENCEMENT
 N.E. CORNER OF HEATHER
 RIDGE II OF BROOKSHIRE
 A CONDOMINIUM
 (O.R. BOOK 2106, PAGE 3418)

Curve number 1
 Radius= 378.53
 Delta= 27°06'41"
 Arc= 179.11
 Tangent= 91.27
 Chord= 177.45
 Chord Brg. S.77°39'24"E.



COPY



HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (941) 772-9939 FAX: (941) 772-1315		<i>John B. Harris</i> AUGUST 14, 2003
PROJECT # JOB #: Q2473-D-4625	JOHN B. HARRIS, PSM FLORIDA LAND SURVEYOR #4631	
SKETCH DATE: 8/12/03	FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921	

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

BS 20040745-UTL

A. AUTHORIZATION:

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

Purchase Order # N/A for BROOKSHIRE VILLAGE project.

ACCOUNT NO. OD5360748700.504930 EASEMENT: BROOKSHIRE VILLAGE CONDO ASSN INC.

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

Sue Gullledge
SUE GULLEDGE Signature Authorization

B. SERVICE RECEIVED: RECORDING EASEMENTS (5)

O. R. COPIES

PLAT COPIES

CASE # INDEX FEE

DESCRIPTION OF SERVICE RECORDING

AMOUNT OF FEE INCURRED \$

(date) (DEPUTY CLERK)

(CUSTOMER) (DEPT.) THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

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

REC'D

ENTERED

CUST. # 500283

INV. #

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