

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041238 -UTL

**1. REQUESTED MOTION:**

**ACTION REQUESTED:**

Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of water distribution and gravity collection systems and eight (8) 4" diameter fire lines serving *Miromar Lakes, Mediterranean Village, Phase 4 - Vivaldi*. This is a developer contributed asset project located on the east side of Ben Hill Griffin Parkway approximately 1- 1/4 miles south of Alico Road.

**WHY ACTION IS NECESSARY:**

To provide potable water service, fire protection and sanitary sewer service to this phase of the residential development.

**WHAT ACTION ACCOMPLISHES:**

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

2. DEPARTMENTAL CATEGORY: 10  
COMMISSION DISTRICT #: 5

C104

3. MEETING DATE:

10-19-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER Res., Ease.

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: 10/1/04

7. BACKGROUND:

This project is located within the former Gulf Environmental Services' service area, therefore 'Permission to Construct' was not granted by the Board and there is no previous Blue Sheet number.

The installation has been inspected for compliance to Gulf Environmental Services' standards.

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.

Record Drawings have been received.

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/capacity fees were paid to Gulf Environmental Services prior to the Lee County acquisition.

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

SECTIONS 14 TOWNSHIP 46S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

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: 10-5-04	N/A Date:	N/A Date:	P.O. T. Osterhout Date: 9-30	S. Coovert Date:	P.M 10/7/04	AS 10/7/04	OR 10/7/04	P.M 10/7/04	J. Lavender Date: 10-5-04

10. COMMISSION ACTION:

- \_\_\_\_\_ APPROVED
- \_\_\_\_\_ DENIED
- \_\_\_\_\_ DEFERRED
- \_\_\_\_\_ OTHER

Rec. by CoAtty  
Date: 10/6/04  
Time: 11:13  
Forwarded To:  
Admin 10/6/04

RECEIVED BY  
COUNTY ADMIN:  
10/06/04  
2:00pm SW  
COUNTY ADMIN  
FORWARDED TO:  
10/7/04  
320

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

WHEREAS, it is the desire of "Vivaldi, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (water distribution, eight 4" diameter fire lines ) and sewer facilities (gravity collection system) serving **"MIROMAR LAKES, MEDITERRANEAN VILLAGE, PHASE 4, VIVALDI"**; 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 **\$77,922.00** 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 Bob Janes: \_\_\_\_\_ (1)
- Commissioner Douglas St. Cerny: \_\_\_\_\_ (2)
- Commissioner Ray Judah: \_\_\_\_\_ (3)
- Commissioner Andrew Coy: \_\_\_\_\_ (4)
- Commissioner John 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

LETTER OF COMPLETION

DATE: 8/26/2004

Department of Lee County Utilities  
Division of Engineering  
Post Office Box 398  
Fort Myers, FL 33902

Gentlemen:

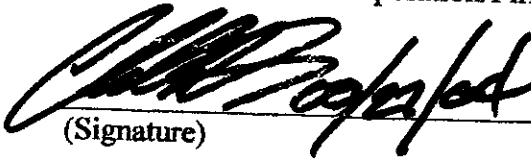
This is to certify that the **water distribution and gravity collection systems** located in  
Miromar Lakes Mediterranean Village, Phase IV - Vivaldi  
(Name of Development)

were designed by me and have been constructed in conformance with:  
**the approved plans and the approved specifications**

Upon completion of the work, we observed the following successful tests of the facilities:  
**Bacteriological Test , Pressure Test(s) - Water Main and  
TV Inspection, Mandrill - Gravity Main**

Very truly yours,

Hole Montes, Inc.  
(Owner or Name of Corporation/Firm)

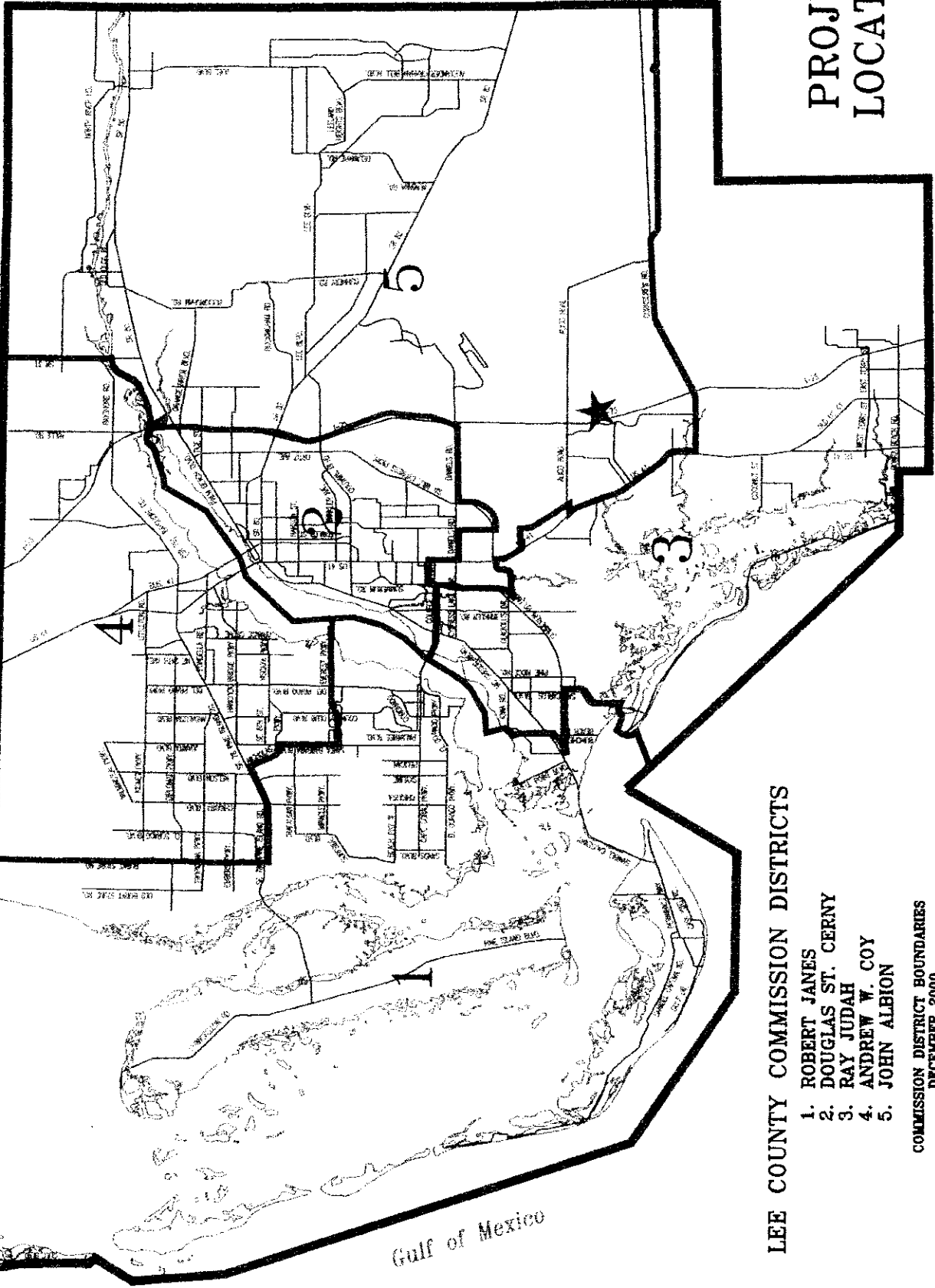
  
\_\_\_\_\_  
(Signature)

PE, Associate  
(Title)

(Seal of Engineering Firm)



MIROMAR LAKES MEDITERRANEAN VILLAGE, PHASE IV - VIVALDI  
 14-46-25-00-00001.0090 (FORMER G&S SERVICE AREA)  
 COMMISSION DISTRICT #5 - ALBION



PROJECT  
 LOCATION

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

Gulf of Mexico

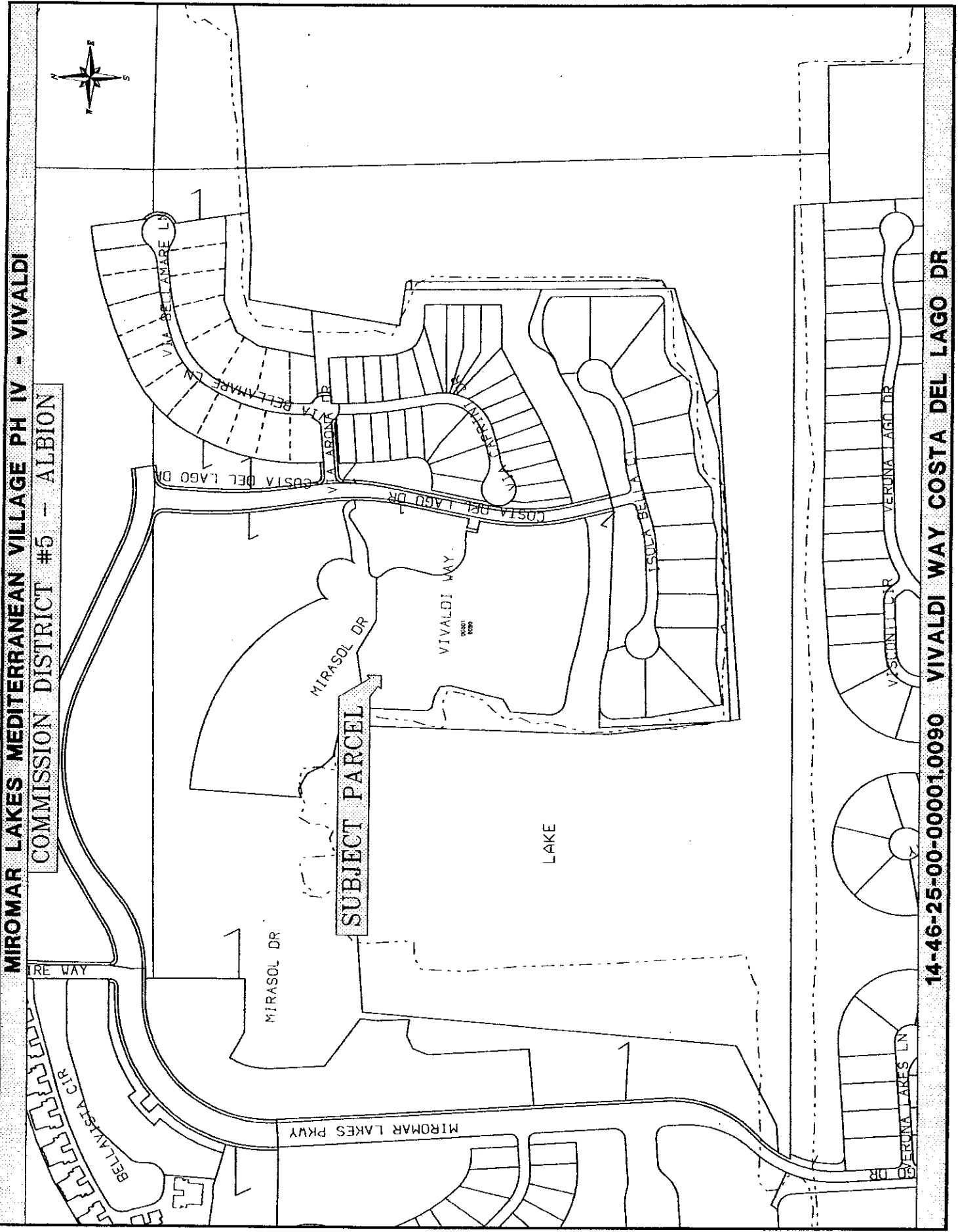
COPY

MIROMAR LAKES MEDITERRANEAN VILLAGE PH IV - VIVALDI  
COMMISSION DISTRICT #5 - ALBION



SUBJECT PARCEL

LAKE



14-46-25-00-00001.0090 VIVALDI WAY COSTA DEL LAGO DR

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Miromar Lakes Mediterranean Village, Phase IV - Vivaldi 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.

RDMC, Inc.  
(Name of Owner/Contractor)

BY: *David Martin*  
(Signature of Owner/Contractor)

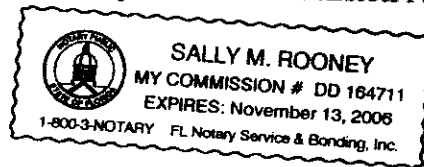
STATE OF FL )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 30 th day of JUNE, 2004 by David Martin who is personally known to me - \_\_\_\_\_, and who did not take an oath.

*Sally M. Rooney*  
Notary Public Signature

Sally M. Rooney  
Printed Name of Notary Public

(Notary Seal & Commission Number)



**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of Seventy Seven Thousand Nine Hundred Twenty Two and no/100 dollars(\$77,922.00 ) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Vivaldi LLC on the job of Miromar Lakes Mediterranean Village Ph. IV - Vivaldi to the following described property:

<u>Vivaldi LLC -Miromar Lakes Mediterranean Village</u> (Name of Development/Project) <u>Phase IV - 'Vivaldi'</u>	<u>water distribution and sanitary sewer systems</u> (Facilities Constructed)
<u>Miromar Lakes - Costa Del Lago Drive</u> (Location)	<u>14-46-25-00-00001.0090</u> (Strap # or Section, Township & Range)

Dated on: April 7, 2004

By:   
(Signature of Authorized Representative)

RDMC INC.  
(Name of Firm or Corporation)

By: David Martin  
(Print Name of Authorized Representative)

7676 Jean Blvd.  
(Address of Firm or Corporation)

Title: Project Manager

Fort Myers, FL 33912-  
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)437-8854 Ext.

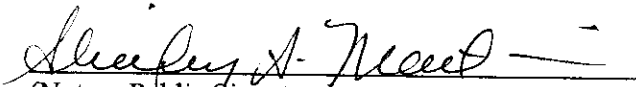
Fax#: (239)437-8864

STATE OF FL )  
) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 7 th day of April, 2004 by David Martin who has produced the following as identification - ✓, and who did not take an oath.



Shirley A. Martin  
MY COMMISSION # DD107829 EXPIRES  
April 10, 2006  
BONDED THRU TROY FAHN INSURANCE INC.

  
(Notary Public Signature)

SHIRLEY A. MARTIN  
(Printed Name of Notary Public)

(Notary Seal & Commission Number)



\* FL DL m635-179-48747-0

**CERTIFICATION OF CONTRIBUTORY ASSETS**

**PROJECT NAME:** Miromar Lakes Mediterranean Village Ph. IV - Vivaldi

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**STRAP NUMBER:** 14-46-25-00-00001 0090

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**LOCATION:** Miromar Lakes - Costa Del Lago Drive (Vivaldi Ct.)

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**OWNER'S NAME:** Vivaldi LLC

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**OWNER'S ADDRESS:** 3838 Tamiami Trail N Suite 300

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**OWNER'S ADDRESS:** Naples, FL 34103-

---

TYPE UTILITY SYSTEM: POTABLE WATER  
 (Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

**DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES**

<u>ITEM</u>	<u>SIZE</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
PVC C-900 DR-18	10"	656.0	LF	\$16.75	\$10,988.00
CL-50 DIP	10"	53.0	LF	\$28.00	\$1,484.00
FIRE HYDRANT ASSEMBLY		2.0	EA	\$2650.00	\$5,300.00
SINGLE WATER SERVICE/COMPLETE	1"	1.0	EA	\$500.00	\$500.00
SINGLE WATER SERVICE/COMPLETE	1.5"	6.0	EA	\$1,050.00	\$6,300.00
SINGLE WATER SERVICE/COMPLETE	2"	2.0	EA	\$1,300.00	\$2,600.00
ASSORTED FITTINGS		1.0	LS	\$2,000.00	\$2,000.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	4"	8	EA	\$1,200.00	\$9,600.00
GATE VALVE	4"	8.0	EA	\$600.00	\$4,800.00
<b>TOTAL</b>					<b>\$43,572.00</b>

Please list each element of the system from the drop-down list provided.  
 (If more space is required, use additional forms(s).)





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:

X David Mart  
(Signature of Certifying Agent)

David Martin (Project Manager)  
(Name & Title of Certifying Agent)

RDMC INC>  
(Name of Firm or Corporation)

7676 Jean Blvd.  
(Address of Firm or Corporation)

Fort Myers, FL 33912 -

STATE OF FL )  
                  ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 6 th day of April, 2004 by David Martin who is personally known to me - \_\_\_\_\_, and who did not take an oath.

Sally M. Rooney  
Notary Public Signature

Sally M Rooney  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number

(NOTARY SEAL)



**CERTIFICATION OF CONTRIBUTORY ASSETS**

**PROJECT NAME:** Miromar Lakes Mediterranean Village Ph. IV - Vivaldi

---

**STRAP NUMBER:** 14-46-25-00-00001 .0090

---

**LOCATION:** Miromar Lakes - Costa Del Lago Drive (Vivaldi Ct.)

---

**OWNER'S NAME:** Vivaldi LLC

---

**OWNER'S ADDRESS:** 3838 Tamiami Trail N Suite 300

---

**OWNER'S ADDRESS:** Naples ,FL 34103-

---

**TYPE UTILITY SYSTEM:** SANITARY SEWER  
 (Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

**DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES**

<b>ITEM</b>	<b>SIZE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
MANHOLE	4'	5.0	EA	\$3,170.00	\$15,850.00
PVC SDR-26 GRAVITY MAIN	8"	645.0	LF	\$20.00	\$12,900.00
SINGLE SEWER SERVICE W/CLEANOUT	6"	16.0	EA	\$350.00	\$5,600.00
<b>TOTAL</b>					<b>\$34,350.00</b>

Please list each element of the system from the drop-down list provided.  
 (If more space is required, use additional forms(s).)



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:

X David Martin  
(Signature of Certifying Agent)

David Martin (Project Manager)  
(Name & Title of Certifying Agent)

RDMC INC>  
(Name of Firm or Corporation)

7676 Jean Blvd.  
(Address of Firm or Corporation)

Fort Myers, FL 33912 -

STATE OF FL )  
                  ) SS:  
COUNTY OF LEE )

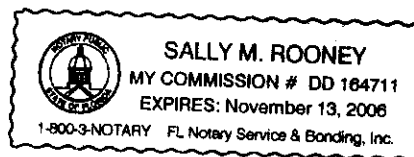
The foregoing instrument was signed and acknowledged before me this 6th day of April, 2004 by David Martin who is personally known to me - \_\_\_\_\_, and who did not take an oath.

Sally M. Rooney  
Notary Public Signature

Sally M Rooney  
Printed Name of Notary Public

\_\_\_\_\_  
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) → 14462500000010090

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: VIVALDI, LLC**  
 Last First MI Corporate Name (if applicable)  
3838 TAMiami TRAIL N-STE 300 NAPLES FL 34103  
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS**  
 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 (Round to the nearest dollar.) 00 Property Located In Lee

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

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  \$    Cents 00

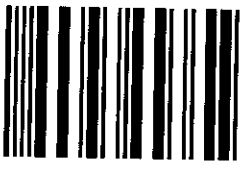
12. Amount of Documentary Stamp Tax \$   

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, this declaration is based on all information of which I have any knowledge.  
 Signature of Grantor or Grantee or Agent [Signature] Date 10/1/04

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
<b>This copy to Property Appraiser</b>  O. R. Book and Page Number and File Number Date Recorded Month Day Year	

**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  
14462500000010090

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: VIVALDI, LLC**  
 Last First MI Corporate Name (if applicable)  
 3838 TAMAMI TRAIL N-STE 300 NAPLES FL 34103

4. Grantee (Buyer): **RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS**  
 Mailing Address City State Zip Code Phone No.  
 P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

5. Date of Sale/Transfer: Sale/Transfer Price State Zip Code Phone No.  
 \$ . 00 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.) \$ . 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

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(5), Florida Statutes? YES NO

Under penalties of perjury I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/she has any knowledge.  
 Signature of Grantor or Grantee or Agent *[Signature]* Date 10/1/07

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 align="center">To be completed by the Clerk of the Circuit Court's Office</p> <p align="center"><b>This copy to Department of Revenue</b></p> <p>O. R. Book and Page Number and File Number <input type="text"/></p> <p>Date Recorded <input type="text"/> / <input type="text"/> / <input type="text"/>        Month Day Year</p>	<p align="center">Clerks Date Stamp</p>
---	---

**This copy to Department of Revenue**

COUNTY

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING  
(Department)

V#111463  
BS 20041238-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for MIROMAR LAKES, MEDITERRANEAN VILLAGE, PH 4, VIVALDI project.  
ACCOUNT NO. OD5360748700.504930 EASEMENT: VIVALDI, LLC

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

  
SUE GULLEDGE Signature Authorization

B. SERVICE RECEIVED:

RECORDING EASEMENT

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

COPY

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

Strap Number:

14-46-25-00-00001.0090

THIS SPACE RESERVED FOR RECORDING

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between VIVALDI LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, 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 will 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 may 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 will 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 from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, 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, agrees to 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.

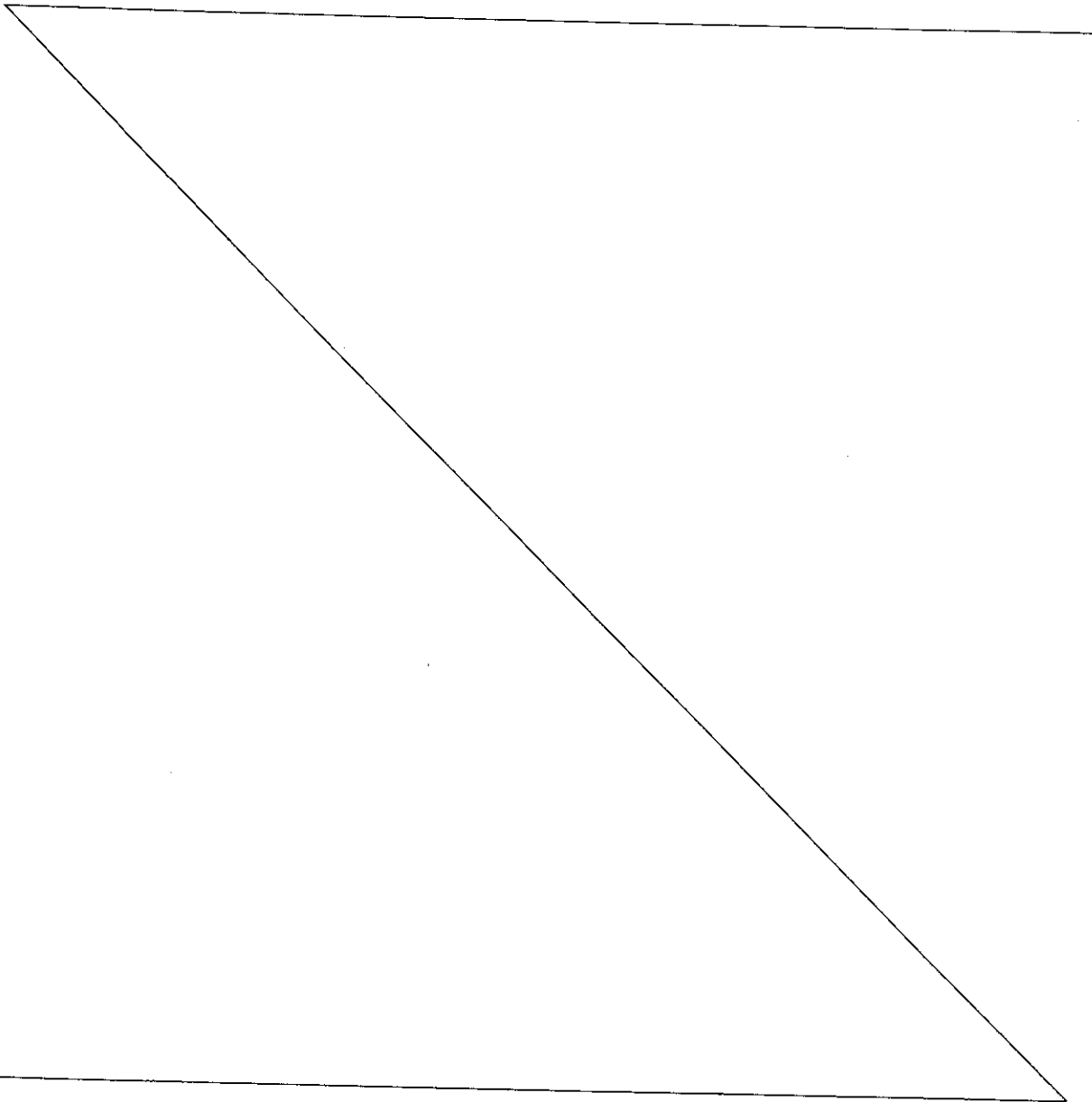
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or 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 any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

Theresa A. Moore  
[1<sup>st</sup> Witness' Signature]

Theresa A. Moore  
[Type or Print Name]

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

William Spence  
[Type or Print Name]

BY: [Signature]  
[Signature Grantor's/Owner's]

RICHARD MELAN  
[Type or Print Name]

Manager  
[Title]

STATE OF FLORIDA  
COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 3<sup>rd</sup> day of Sept 2004 by Richard Melan who produced the following as identification \_\_\_\_\_ or is personally know to me, \_\_\_\_\_ and who did/did not take an oath.

[stamp or seal]

[Signature]  
[Signature of Notary]



\_\_\_\_\_  
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney

**BBLs**  
**SURVEYORS & MAPPERS INC.**  
1502-A RAILHEAD BLVD.  
NAPLES, FLORIDA 34110  
TELEPHONE: (239) 597-1315  
FAX: (239) 597-5207

**LEGAL DESCRIPTION**  
**VIVALDI**  
**ACCESS AND UTILITY EASEMENT**

A PORTION OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEASTERLY CORNER OF TRACT B, MIROMAR LAKES - UNIT III, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71 AT PAGES 67 THROUGH 70, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.78°47'51"E., A DISTANCE OF 1,378.35 FEET; THENCE N.81°50'27"E., A DISTANCE OF 184.33 FEET; THENCE S.59°47'00"E., A DISTANCE OF 92.63 FEET; THENCE S.00°44'47"W., A DISTANCE OF 75.65 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.89°15'13"E., A DISTANCE OF 35.00 FEET; THENCE S.00°44'47"W., A DISTANCE OF 295.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 107.50 FEET, A CENTRAL ANGLE OF 94°52'19", A CHORD LENGTH OF 158.35 FEET AND A CHORD BEARING OF S.46°41'22"E.; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 178.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.85°52'29"E., A DISTANCE OF 182.61 FEET TO THE WESTERLY LINE OF TRACT "C", MIROMAR LAKES UNIT V - ISOLA BELLA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 74, AT PAGES 9 THROUGH 12 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 667.50 FEET, A CENTRAL ANGLE OF 42°21'45", A CHORD LENGTH OF 35.09 FEET AND A CHORD BEARING OF S.00°21'31"W.; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, AN ARC LENGTH OF 35.10 FEET TO THE END OF SAID CURVE; THENCE S.85°52'29"W., A DISTANCE OF 180.06 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 142.50 FEET, A CENTRAL ANGLE OF 42°21'15", A CHORD LENGTH OF 102.98 FEET AND A CHORD BEARING OF N.72°56'39"W.; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 105.36 FEET TO THE END OF SAID CURVE; THENCE S.40°24'34"W., A DISTANCE OF 12.00 FEET; THENCE N.49°20'43"W., A DISTANCE OF 12.00 FEET; THENCE N.40°24'34"E., A DISTANCE OF 12.00 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 142.50 FEET, A CENTRAL

ANGLE OF  $47^{\circ}41'05''$ , A CHORD LENGTH OF 115.20 FEET AND A CHORD BEARING OF  $S.23^{\circ}05'45''W.$ ; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 118.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE  $N.00^{\circ}44'47''E.$ , A DISTANCE OF 295.88 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.55 ACRES MORE OR LESS.

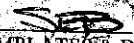
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

BEARINGS REFER TO MIROMAR LAKES - UNIT III, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 71 AT PAGES 67 - 70 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.



09/09/04

STEPHEN E. BERRY, STATE OF FLORIDA, (P.S.M. #5296)  
BBL SURVEYORS & MAPPERS INC., (L.B. #6753)

PROOFED BY   
Z:\FORMS\_TEMPLATES & DOCS\AMIPRO\0349\0349AE\_UE.DOC

(SEE ATTACHED SKETCH 0349AE\_UE.DWG)

**LEGEND**

- P.O.B.**, POINT OF BEGINNING
- P.O.C.**, POINT OF COMMENCEMENT
- P.B., PLAT BOOK
- PGS., PAGES
- O.R., OFFICIAL RECORDS
- D.E., DRAINAGE EASEMENT
- P.U.E., PUBLIC UTILITY EASEMENT
- L1, LINE LABEL
- C1, CURVE LABEL
- AC, ACRES



SCALE 1" = 120'

0' 60' 120'  
THIS EXHIBIT MAY HAVE BEEN REDUCED

LINE TABLE

LINE	BEARING	LENGTH
L1	S.00°44'47"W.	75.65'
L2	S.89°15'13"E.	35.00'
L3	S.40°24'34"W.	12.00'
L4	N.49°20'43"W.	12.00'
L5	N.40°24'34"E.	12.00'

**COSTA DEL LAGO DRIVE**  
TRACT E  
(PRIVATE ROAD RIGHT OF WAY, D.E., P.U.E.)  
P.B. 74, PGS. 9-12, LEE COUNTY, FLORIDA

TRACT D  
(LANDSCAPE BUFFER)  
P.B. 74, PGS. 9-12,  
LEE COUNTY, FLORIDA

TRACT C  
(LANDSCAPE BUFFER)  
P.B. 74, PGS. 9-12,  
LEE COUNTY, FLORIDA

(UNPLATTED)

(UNPLATTED)

TRACT B  
(FUTURE DEVELOPMENT)  
P.B. 71, PGS. 67-70,  
LEE COUNTY, FLORIDA

**P.O.C.**  
SOUTHEASTERLY CORNER OF TRACT B  
MIROMAR LAKES-UNIT III  
P.B. 71, PGS. 67-70  
LEE COUNTY, FLORIDA

MIROMAR LAKES PARKWAY  
TRACT R  
(PRIVATE ROAD RIGHT OF WAY, D.E., P.U.E.)  
P.B. 71, PGS. 67-70,  
LEE COUNTY, FLORIDA  
(ROADWAY NOT SHOWN)

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	107.50'	178.00'	94°52'19"	158.35'	S.46°41'22"E.
C2	667.50'	35.10'	42°21'45"	35.09'	S.00°21'31"W.
C3	142.50'	105.36'	42°21'15"	102.98'	N.72°56'39"W.
C4	142.50'	118.60'	47°41'05"	115.20'	S.23°05'45"W.

**NOTES:**

- 1.) BEARINGS REFER TO MIROMAR LAKES - UNIT III, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 71 AT PAGES 67 - 70 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

**THIS IS NOT A SURVEY**

**SHEET 3 OF 3**

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
ACCESS AND UTILITY EASEMENT**

VIVALDI  
A PORTION OF SECTION 14, TOWNSHIP 46  
SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA.

**BBL'S SURVEYORS & MAP'S INC.**

1502-A RAIL HEAD BLVD.  
NAPLES, FLORIDA 34110 (239) 597-1315

SCALE: 1" = 120'  
APPROVED: SEE  
DRAWN BY: RMAJ  
FILE: 0349AE\_UJEDWG  
DATE: 09/09/04

Z:\projects\2003\0349ae\0349ae.dwg 09/21/2004 10:58:54 AM EDT

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

Strap Number:

14-46-25-00-00001.0090

THIS SPACE RESERVED FOR RECORDING

### **GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between VIVALDI LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, 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 will 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 may 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 will 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 from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, 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, agrees to 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.

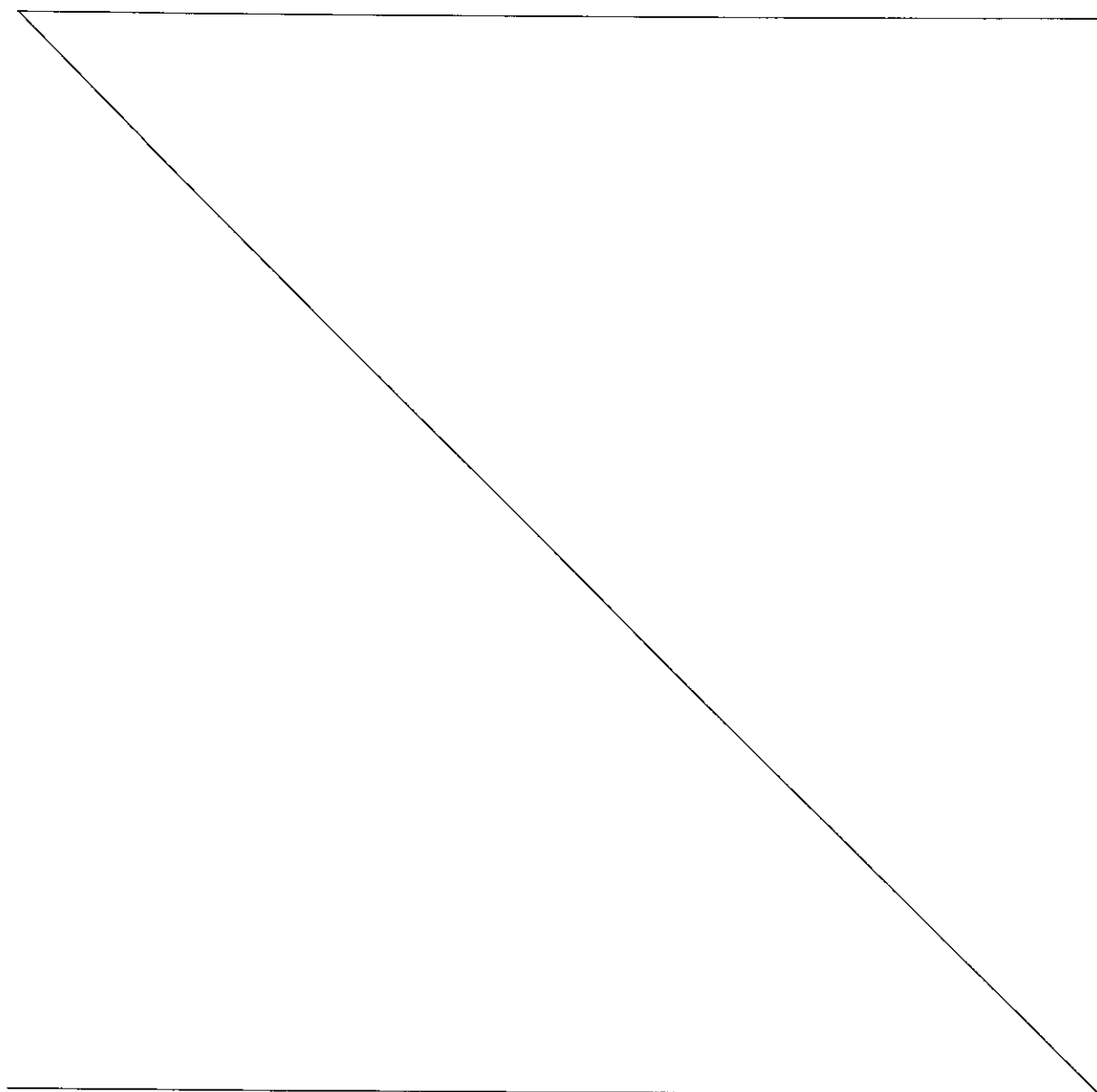
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or 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 any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

Theresa A. Moore

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

Theresa A. Moore

[Type or Print Name]

[Signature]

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

William Spivey

[Type or Print Name]

BY:

[Signature]

[Signature Grantor's/Owner's]

Richard Melan

[Type or Print Name]

Manager

[Title]

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 3<sup>rd</sup> day of Sept 2004 by Richard Melan who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

[Signature]  
[Signature of Notary]

\_\_\_\_\_  
[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Office of the County Attorney

**BBLs**  
**SURVEYORS & MAPPERS INC.**  
1502-A RAILHEAD BLVD.  
NAPLES, FLORIDA 34110  
TELEPHONE: (239) 597-1315  
FAX: (239) 597-5207

**LEGAL DESCRIPTION**  
**VIVALDI**  
**ACCESS AND UTILITY EASEMENT**


A PORTION OF SECTION 14, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ANGLE OF  $47^{\circ}41'05''$ , A CHORD LENGTH OF 115.20 FEET AND A CHORD BEARING OF  $S.23^{\circ}05'45''W.$ ; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 118.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE  $N.00^{\circ}44'47''E.$ , A DISTANCE OF 295.88 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 0.55 ACRES MORE OR LESS.

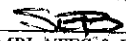
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09/09/04

STEPHEN E. BERRY, STATE OF FLORIDA, (P.S.M. #5296)  
BBL SURVEYORS & MAPPERS INC., (L.B. #6753)

PROOFED BY   
Z:\FORMS\_TEMPLATES & DOCS\AMIPRO\0349\0349AE\_UE.DOC

(SEE ATTACHED SKETCH 0349AE\_UE.DWG)