

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041577-UTL

1. REQUESTED MOTION:
ACTION REQUESTED:

Approve final acceptance, by Resolution and recording of two (2) utility easements, as a donation of a fire hydrant and gravity main extension serving *Zurich Investment Building*. This is a developer contributed asset project located on the east side of San Carlos Blvd approximately 1000' south of Kelly Road.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection, and sanitary sewer service to the recently constructed commercial development.

WHAT ACTION ACCOMPLISHES:

Places the water and wastewater facilities into operation and complies with the Lee County Utilities Operations Manual.

2. **DEPARTMENTAL CATEGORY:** 10
COMMISSION DISTRICT #: 3

C10D

3. **MEETING DATE:**

01-11-2005

4. **AGENDA:**

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

5. **REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE _____
- ORDINANCE _____
- ADMIN. CODE _____
- OTHER Res., Easement

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: *12/16/04*

7. **BACKGROUND:**

The Board granted permission to construct on 06/04/02, Blue Sheet #20020546
The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
Satisfactory pressure and bacteriological testing of the water system has been completed.
Satisfactory closed circuit television inspection of the gravity collection system has been performed.
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 have been paid.
Funds are available for recording fees in account number OD5360748700.504930.

SECTION 06 TOWNSHIP 46S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

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 | |
| <i>J. Lavender</i> Date: <i>12/21/04</i> | N/A Date: | N/A Date: | <i>T.O.</i> T. Osterhout Date: <i>12/16</i> | <i>S. Coovert</i> S. Coovert Date: <i>12/21/04</i> | <i>P. Hill</i> 12/21/04 | <i>12/21/04</i> | <i>12/21/04</i> | <i>12/21/04</i> | <i>J. Lavender</i> Date: <i>12/21/04</i> |

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/21/04*
Time: *10:05*

Forwarded To:
Co. of Public Works
12/21/04

RECEIVED BY
COUNTY ADMIN:
12/21/04
2:15 pm SLT
COUNTY ADMIN
FORWARDED TO:
12/21/04
4pm



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.

Parcel Identification Number (PI) 0123456789 0123456789
06462400000040030

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

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: CAROLWIN, LLC

1640 PERIWINKLE WAY, SUITE V SANIBEL FL 33957
Mailing Address City State Zip Code

4. Grantee (Buyer): RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181
Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer: 01/21/04
Sale/Transfer Price: \$ 0.00
Property Located In: Lee

6. Type of Document: Other
7. Are any mortgages on the property? YES/NO
outstanding mortgage balance: \$ 0.00

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? YES/NO
amount attributable to the personal property: \$ 0.00

12. Amount of Documentary Stamp Tax: \$

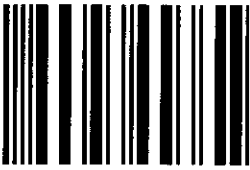
13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES/NO

Signature of Grantor or Grantee or Agent: [Signature]
Date: 12/16/04

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
This copy to Property Appraiser
O. R. Book and Page Number and File Number
Date Recorded: Month/Day/Year
Clerks Date Stamp

This copy to Property Appraiser



FLORIDA DEPARTMENT OF REVENUE
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FDOR10240300
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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**
06462400000040030

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? →

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 Last First MI Corporate Name (if applicable)
1640 PERIWINKLE WAY, SUITE V SANIBEL FL 33957

Mailing Address City State Zip Code Phone No.
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 2394798181

4. Grantee (Buyer):
 Mailing Address City State Zip Code Phone No.
P. O. BOX 398 FT. MYERS FL 33902 2394798181

5. Date of Sale/Transfer Sale/Transfer Price
\$. 0 0 Property Located In **46** County Code

Month Day Year (Round to the nearest dollar.)

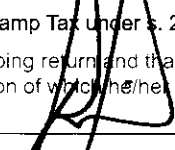
6. Type of Document Contract/Agreement for Deed Other 7. Are there any mortgages on the property? If "Yes", outstanding mortgage balance: **YES NO**
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) **\$. 0 0**

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

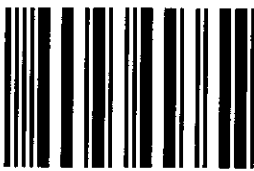
11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) **YES NO \$. 0 0**
 12. Amount of Documentary Stamp Tax **\$ 0.00**

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/she has any knowledge.
 Signature of Grantor or Grantee or Agent  Date **12/16/04**

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| 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



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 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: ZURICH INV INC & MR ILER & ASSOC INC**

Last: **16115 SAN CARLOS BLVD** First: **FT. MYERS** MI: **FL** Corporate Name (if applicable): **33908**
 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: **P. O. BOX 398** First: **FT. MYERS** MI: **FL** Corporate Name (if applicable): **33902 (239)4798181**
 Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer: / / Sale/Transfer Price: \$. Property Located in:

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: \$.

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

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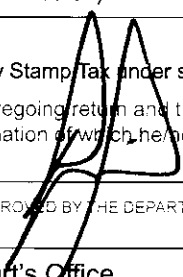
10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

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 \$.

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 **12/16/04**

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| | |
|--|--------------------------|
| <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 <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/></p> <p>Date Recorded <input type="text" value=""/> / <input type="text" value=""/> / <input type="text" value=""/></p> <p>Month Day Year</p> | <p>Clerks Date Stamp</p> |
|--|--------------------------|

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06462400000040040 AND 0050

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3. Grantor (Seller): **EASEMENT DONATION BY: ZURICH INV INC & MR ILER & ASSOC INC**

Last First MI Corporate Name (if applicable)
16115 SAN CARLOS BLVD FT. MYERS FL 33908
 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 Property Located In County Code
\$. 0 0 46
 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**

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Signature of Grantor or Grantee or Agent  Date **12/16/04**

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| Date Recorded | |
| Month Day Year | |

This copy to Department of Revenue

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "Zurich Investments, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (fire hydrant) and sewer facilities (gravity main extension) serving "**ZURICH INVESTMENTS BUILDING**"; 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 **\$25,970.00** 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 Tammy Hall: _____ (4)
- Commissioner John Albion: _____ (5)

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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

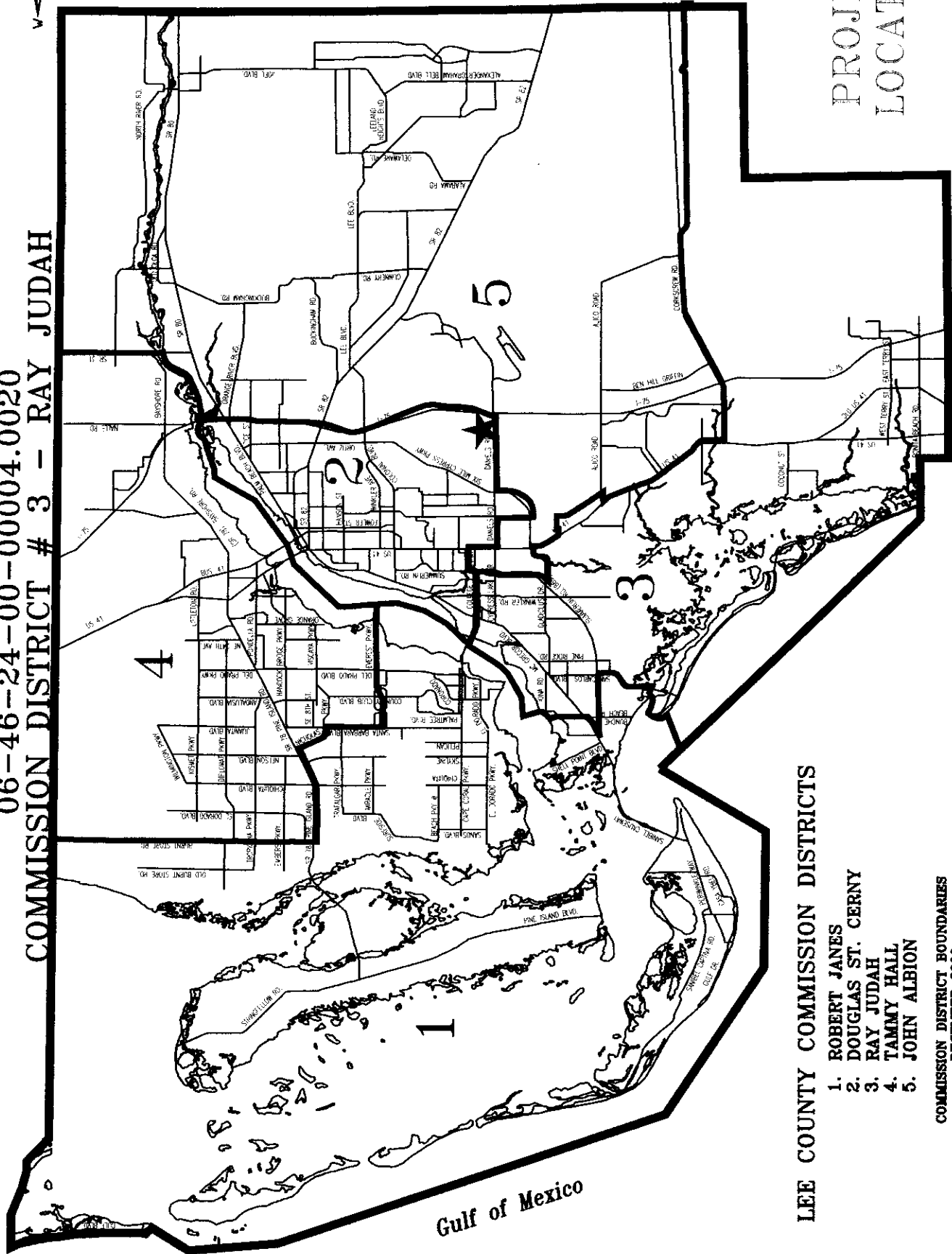
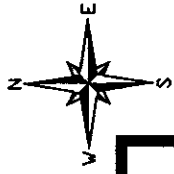
By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

ZURICH INVESTMENT BUILDING
 06-46-24-00-00004.0020
 COMMISSION DISTRICT # 3 - RAY JUDAH



PROJECT
 LOCATION

LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JAMES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

Gulf of Mexico

LETTER OF COMPLETION

DATE: 7/16/2004

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

Gentlemen:

This is to certify that the **sanitary sewer , fire hydrant(s) and sewer service(s)** located in
Zurich Investments Buildings
(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

*Low Pressure Test - Gravity Main was satisfactory
but not observed .*

Very truly yours,

Quattrone and Associates, Inc.
(Owner or Name of Corporation/Firm)

(Signature) _____
7/16/04

P.E.
(Title)

(Seal of Engineering Firm)

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the

WATER & SEWER systems of (Name of Development ZURICH COMMERCIAL BLDGS 1 & 2

16161, 16171, & 16191 SAN CARLOS BLVD FORT MYERS, FL

STRAP # 06-46-24-00-00004.0020, .0030, & .0040

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.

CHRISTO, INCORPORATED

(NAME OF OWNER OR CONTRACTOR)

BY: 
(SIGNATURE & TITLE) **ROBERT A. KEILING-PRESIDENT**

STATE OF FLORIDA)

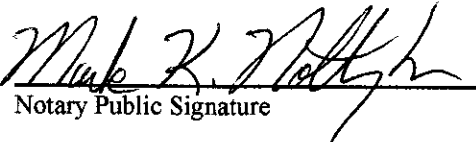
) SS:

COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 21ST day of

JUNE, 20 04 by ROBERT A. KEILING who has produced
(Print or Type Name)

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


Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

DD 261445 JAN. 6, 2008
Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

(NOTARY SEAL)

OCT 11 2004

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

The undersigned lienor, in consideration of the final payment in the amount
Of TWENTY FIVE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND NO/100 (\$ 25,970.00)

Hereby waives and releases its lien and right to claim a lien for labor, service, or materials

Furnished to EAGLE CREST CONSTRUCTION on the job
(Insert name of your customer)

Of ZURICH INVESTMENTS, INC to the following describe
(Insert name of the owner)

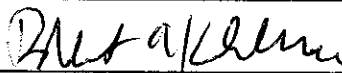
Property: ZURICH COMMERCIAL BLDGS 1 & 2
(Name of Development/Project)

WATER & SEWER SEE CERTIFICATION OF CONTRIBUTORY ASSETS
(Facilities Constructed)

16161, 16171, & 16191 SAN CARLOS BLVD
(Project Location)

STRAP# 06-46-24-00-00004.0020, .0030 & .0040

Dated on JUNE 21, 2004

By: 
(Signature of Authorized Representative)

By: ROBERT A. KEILING
(Print Name of Authorized Representative)

Title: PRESIDENT

Phone #: 239-997-2823

CHRISTO, INCORPORATED
(Name of Firm or Corporation)

4461-B HANCOCK BRIDGE PKWY
(Address)

N. FORT MYERS, FL 33903
(City, State & Zip)

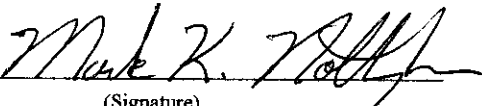
Fax#: 239-997-4672

State of FLORIDA
County of LEE

The foregoing instrument was signed and acknowledged before me this 21ST day of JUNE
2004, by Robert A. Keiling, who produced personally known to me as identification or who is personally
Known to me, and who did/did not take an oath.

NOTARY SEAL
MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

(Forms-Waiver of Lien-Revised December 2002)

Notary Public: 
(Signature)
Notary Public Name: MARK K. NOTTINGHAM
(Print)
My Commission Expires: JAN. 6, 2008

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: **ZURICH COMMERCIAL BLDGS, 1 & 2**

LOCATION: **16161, 16171, 16191 SAN CARLOS BLVD FORT MYERS, FL**

STRAP# 06-46-24-00-00004.0020, .0030 & .0040 .0050

(Including STRAP)

NAME AND ADDRESS OF OWNER: **ZURICH INVESTMENTS, INC.**

16115 SAN CARLOS BLVD. FORT MYERS, FL 33908

(as shown on Deed)

TYPE UTILITY SYSTEM: **WATER**
(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system, e.g., pipe, manholes; lift stations, meters, valves, fittings, etc.

| ITEM | SIZE | QUANTITY/ UNIT | COST | TOTAL |
|--------------------------|-----------------|----------------|----------------|----------------|
| DIP CL 50 | 6" | 33 LF | 50.00 | 1650.00 |
| 45 DEGREE BENDS | 6" | 4 EA | 750.00 | 3000.00 |
| TAPPING SLEEVE | 14" X 6" | 1 EA | 1750.00 | 1750.00 |
| TAPPING VALVE | 6" | 1 EA | 1750.00 | 1750.00 |
| FIRE HYDRANT | 5 1/4" | 1 EA | 2500.00 | 2500.00 |
| SGL WATER SERVICE | 1" | 2 EA | 1000.00 | 2000.00 |
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\$ 12,650.00 ✓
TOTAL AMOUNT

11.5

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

CERTIFYING: **ROBERT A. KEILING-PRESIDENT**

Robert A. Keiling
(Name & Title of Certifying Agent)

OF: **CHRISTO, INCORPORATED**
(Firm or Corporation)

ADDRESS: **4461-B HANCOCK BRIDGE PKWY.**
N. FORT MYERS, FL 33903

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 21ST
day of JUNE, 20 04 by ROBERT A. KEILING
(Print or Type Name)

who has produced PERSONALLY KNOWN TO ME as identification,
(Type Of Identification and Number)

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

Mark K. Nottingham
Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

DD 261445 JAN. 6, 2008
Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

(NOTARY SEAL)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: **ZURICH COMMERCIAL BLDGS, 1 & 2**

LOCATION: **16161, 16171, 16191 SAN CARLOS BLVD FORT MYERS, FL**

STRAP# 06-46-24-00-00004.0020, .0030 & .0040 .0050

(Including STRAP)

NAME AND ADDRESS OF OWNER: **ZURICH INVESTMENTS, INC.**

16115 SAN CARLOS BLVD. FORT MYERS, FL 33908

(as shown on Deed)

TYPE UTILITY SYSTEM: **SEWER**
(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system, e.g., pipe, manholes; lift stations, meters, valves, fittings, etc.

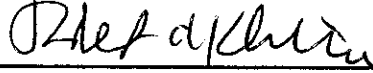
| ITEM | SIZE | QUANTITY/ UNIT | COST | TOTAL |
|------------------|-----------|----------------|---------|---------|
| PVC SDR 26 | 8" | 185 LF | 40.00 | 7400.00 |
| PRE CAST MANHOLE | 3' X 5.4' | 1 EA | 5000.00 | 5000.00 |
| SINGLE SERVICE | 6" | 1 EA | 920.00 | 920.00 |
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\$ 13,320.00 ✓
TOTAL AMOUNT

11.5

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

CERTIFYING: **ROBERT A. KEILING-PRESIDENT**



(Name & Title of Certifying Agent)

OF: **CHRISTO, INCORPORATED**

(Firm or Corporation)

ADDRESS: **4461-B HANCOCK BRIDGE PKWY.**

N. FORT MYERS, FL 33903

STATE OF FLORIDA)

) SS:

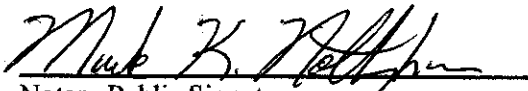
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 21ST

day of JUNE, 20 04 by ROBERT A. KEILING
(Print or Type Name)

who has produced PERSONALLY KNOWN TO ME as identification,
(Type Of Identification and Number)

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



Notary Public Signature

MARK K. NOTTINGHAM
Printed Name of Notary Public

DD 261445 JAN. 6, 2008
Notary Commission Number

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2008
Comm. No. DD 261445

(NOTARY SEAL)

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

Strap Number:

06-46-24-00-00004.0030

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
2004 by and between Carolwin, 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.

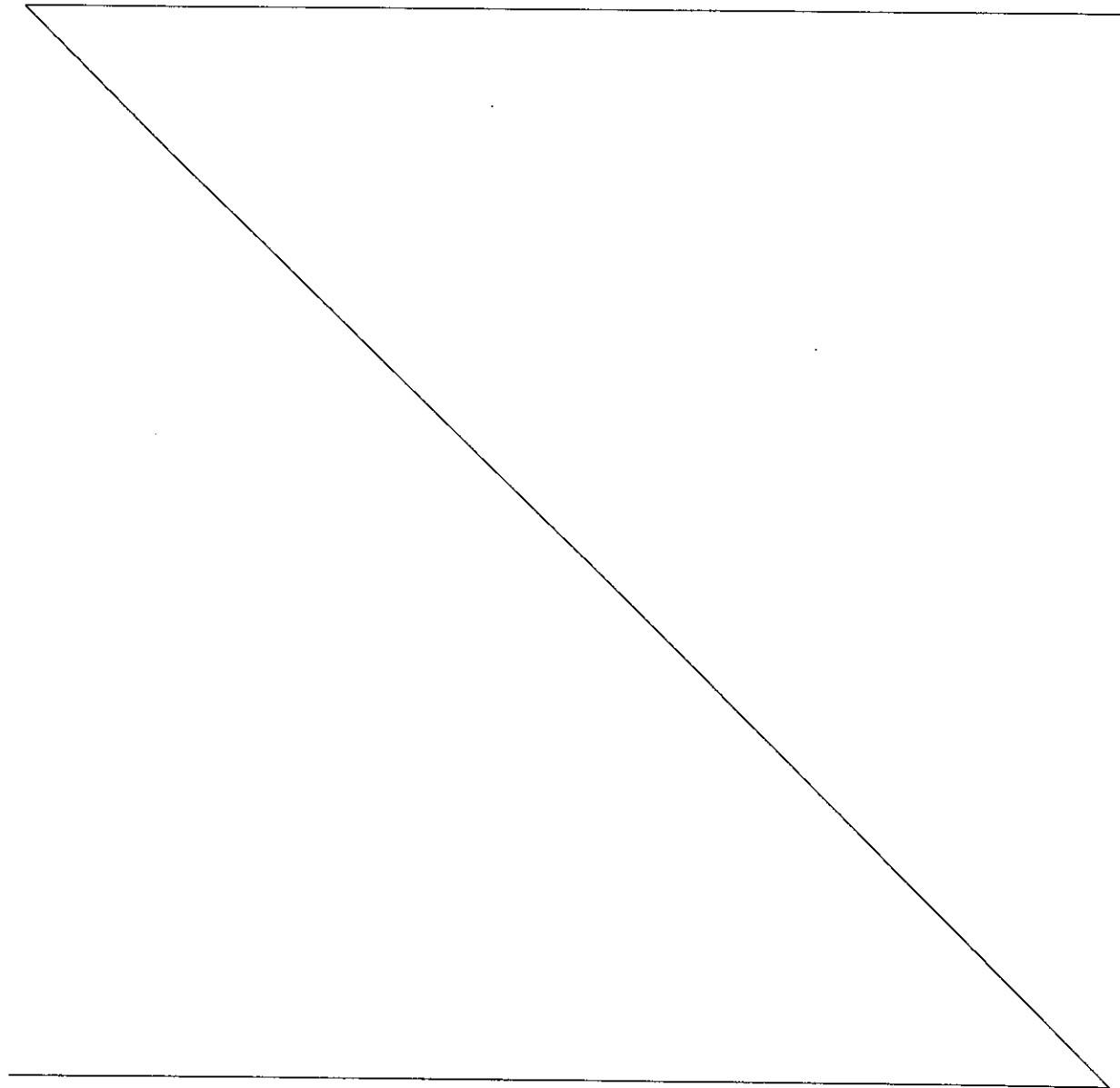
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

[Signature]
[1st Witness' Signature]

Charles Conville
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

JOHNNIE KING
[Type or Print Name]

FOR
CAROLWIN LLC
BY: [Signature]
[Signature Grantor's/Owner's]

JOHN J. OBERMILLER SR
[Type or Print Name]

MANAGER
[Title]

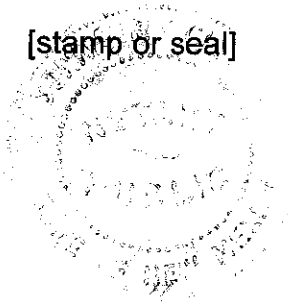
STATE OF ^{New Mexico} FLORIDA

COUNTY OF Lincoln

The foregoing instrument was signed and acknowledged before me this July 14th day of 2004 by ^{John J} ~~Obermiller~~ Obermiller 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]

DONNA R CLARKE
[Typed or Printed Name]

my Commission Expires July 30, 2007

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

ATTEST:
CHARLIE GREEN, CLERK

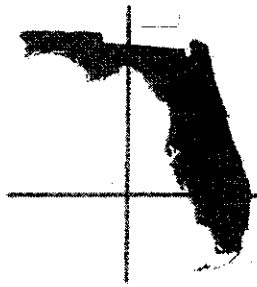
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF A EASEMENT LYING IN
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

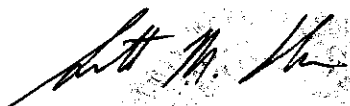
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 6; THENCE S.89°52'10"E. ALONG THE NORTH LINE OF SAID SECTION 6 FOR 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAN CARLOS BOULEVARD (100 FEET WIDE); THENCE S.00°18'30"E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 834.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE S.00°18'30"E. FOR 20.00 FEET; THENCE EAST FOR 11.23 FEET; THENCE N.00°39'28"W. FOR 20.00 FEET; THENCE WEST 11.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

EASEMENT CONTAINS 223 SQUARE FEET, MORE OR LESS.

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

BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST BEING S.89°52'10"E.

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

 7-21-2004
SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

1504SK4.doc

SKETCH TO ACCOMPANY DESCRIPTION



LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
- P.G. = PAGE
- P.B. = PLAT BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT
- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT

FOR THE EXCLUSIVE USE OF:
- MIKE ILER

* THIS IS NOT A SURVEY *

BY: SCOTT M. SHORE
PROFESSIONAL SURVEYOR
FLORIDA CERTIFICATE NO. 12583

DATE SIGNED: 7-21-2004

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

SKETCH OF DESCRIPTION



METRON
SURVEYING & MAPPING, LLC

LAND SURVEYORS-PLANNERS
L.S.M. 7071

5245 RAMSEY WAY, SUITE #2
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8075
FAX: (239) 275-8457
www.metronfl.com

| | | | | | | | |
|--------------|-------------|------------------|----------|-------------|------|-------|---------|
| FILE NAME | 1504SK4.DWG | FIELD BOOK/PRICE | N/A | PROJECT NO. | 1504 | SHEET | 2 OF 2 |
| SECTION DATE | 7-21-2004 | DRAWN BY | SMS/DESI | CHECKED BY | SMS | DATE | 6-48-24 |
| | | SCALE | 1" = 60' | | | | |

MOBILE HAVEN ESTATES

LINE TABLE

| Line | Bearing | Distance |
|------|---------------|----------|
| L1 | S.00°18'30"E. | 20.00' |
| L2 | EAST | 11.23' |
| L3 | N.00°39'28"W. | 20.00' |
| L4 | WEST | 11.11' |

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE
NE 1/4 OF SECTION 8-48-24

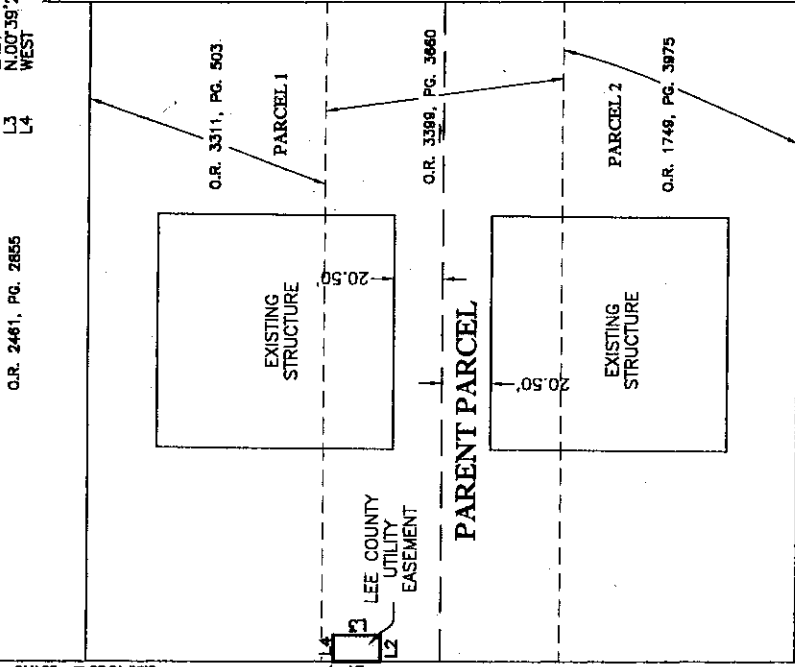
NORTH LINE OF
SECTION 8-48-24

EASTERLY RIGHT-OF-WAY
LINE OF SAN CARLOS
BOULEVARD

S.00°19'30"E. 834.18'

P.O.B.

SAN CARLOS BOULEVARD (100')



O.R. 2507, PG. 2628

* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *

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

Strap Number:

06-46-24-00-00004.0040
06-46-24-00-00004.0050

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this _____ day of _____
2004, by and between Zurich Investments, Inc. and M R Iler & Assoc., Inc., 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.

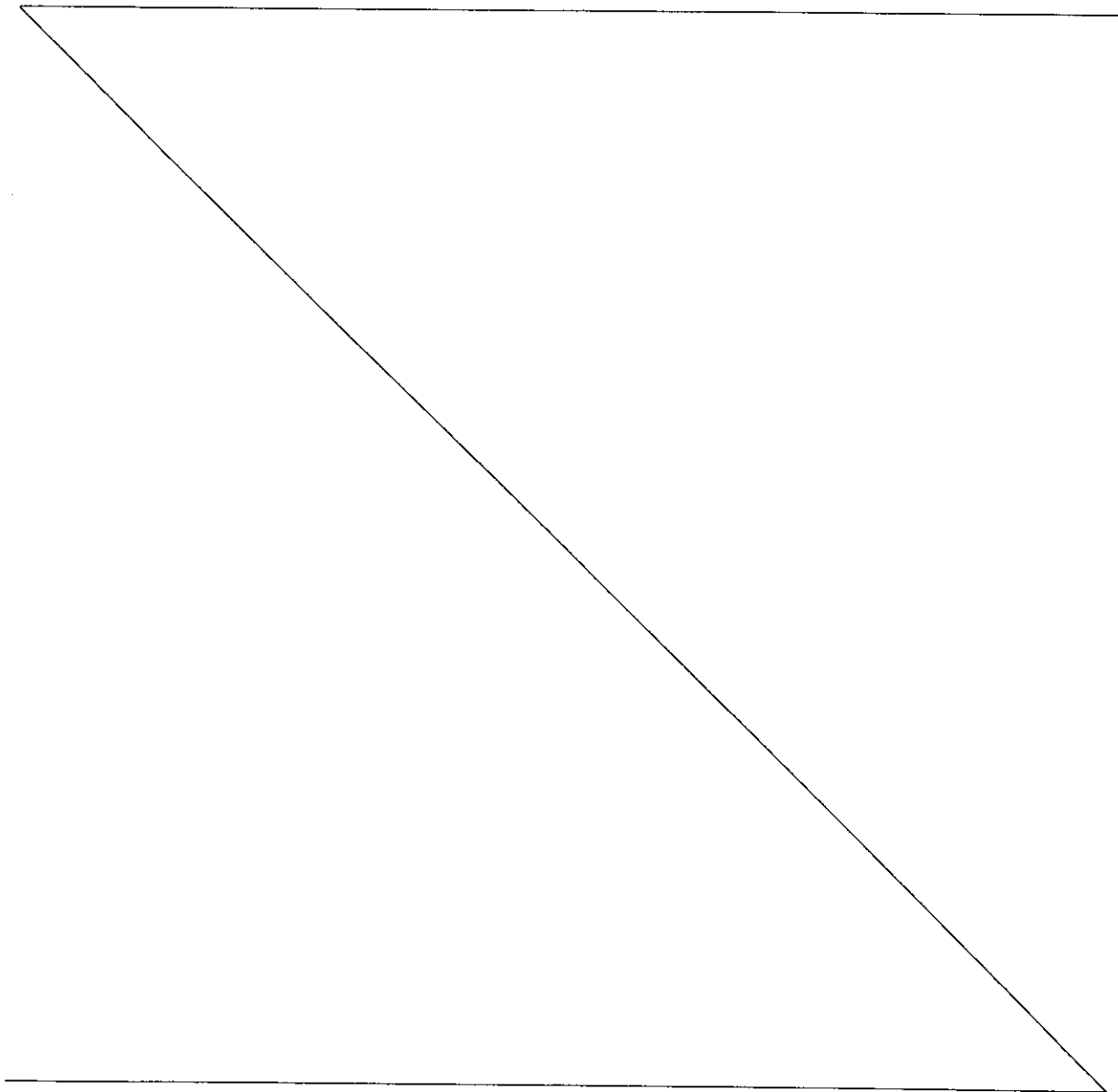
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

Marlene J. St. John
[1st Witness' Signature]

Marlene J. St. John
[Type or Print Name]

Janet Hess
[2nd Witness' Signature]

JANET HESS
[Type or Print Name]

BY: Michael R. Iler
[Signature Grantor's/Owner's]

Michael R. Iler
[Type or Print Name]

President
[Title]

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 24th day of August 2004, by Michael R. Iler who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Bet Rubinski
[Signature of Notary]

Bet Rubinski
[Typed or Printed Name] Commission # DD348896
Expires: AUG. 22, 2008
Bonded Thru Atlantic Bonding Co., Inc.



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



METRON

SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF A EASEMENT LYING IN
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

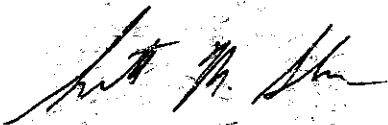
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 6; THENCE S.89°52'10"E. ALONG THE NORTH LINE OF SAID SECTION 6 FOR 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAN CARLOS BOULEVARD (100 FEET WIIIDE); THENCE S.00°18'30"E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 629.26 FEET; THENCE S.89°54'00"E. FOR 262.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE S.89°54'00"E. FOR 20.00 FEET; THENCE S.00°21'01"E. FOR 215.10 FEET; THENCE N.89°54'00"W. FOR 20.00 FEET; THENCE N.00°21'01"W. FOR 215.10 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 4,302 SQUARE FEET, MORE OR LESS.

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

BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST BEING S.89°52'10"E.

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



9-20-2004

SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

1504SK5.doc

POINT OF COMMENCEMENT
NORTHWEST CORNER OF THE
NE 1/4 OF SECTION 8-48-24

S.89°24'00"E
50.00'
NORTH LINE OF
SECTION 8-48-24

SAN CARLOS BOULEVARD (100')

2,003.81,003
828.29

S.89°24'00"E 282.08'

P.O.B. L1

N.00°21'01"W 215.10'
S.00°21'01"E 215.10'

EASTERN RIGHT-OF-WAY
LINE OF
SAN CARLOS
BOULEVARD

O.R. 2461, PG. 2855

O.R. 2461, PG. 2855

O.R. 3311, PG. 503

O.R. 3399, PG. 3680

MOBILE HAVEN ESTATES

LEE COUNTY
UTILITY
EASEMENT

LINE TABLE

| Line | Bearing | Distance |
|------|--------------|----------|
| L1 | S.89°24'00"E | 282.08' |
| L2 | N.89°24'00"W | 282.08' |

LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT
- F.P.L. = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT



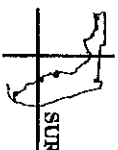
FOR THE EXCLUSIVE USE OF:
- MIKE ILER

* THIS IS NOT A SURVEY *

BY: 
SCOTT A. MOORE, D.S., L.S.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 54,574.3
DATE SIGNED: 11/20/04

SKETCH OF DESCRIPTION

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



METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS - PLANNERS
L.B.# 7071

3245 RAMSEY WAY, SUITE #2
FORT MYERS, FLORIDA 33907
PHONE (239) 775-4375
FAX (239) 775-9457
www.metronfl.com

* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *

| | | | | | | | |
|-------------|-------------|--------------|----------|-------------|----------|------------|--------|
| FILE NAME | 1504SKA.DWG | PLAT BOOK/PG | N/A | PROJECT NO. | 1504 | ISSUED | 2.07.2 |
| SECTION AND | 8-17-2004 | DATE IN | SMS/DESI | SCALE | 1" = 80' | CREATED BY | SMS |

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

V#111463
BS 20041577

A. AUTHORIZATION:

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

Purchase Order # N/A for ZURICH INVESTMENT BUILDING project.
ACCT OD5360748700.504930 EASEMENT: CAROLWIN, LLC

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

Sue Gullledge
SUE GULLEDGE
12-20-04

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

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

Strap Number:

06-46-24-00-00004.0030

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
2004 by and between Carolwin, 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.

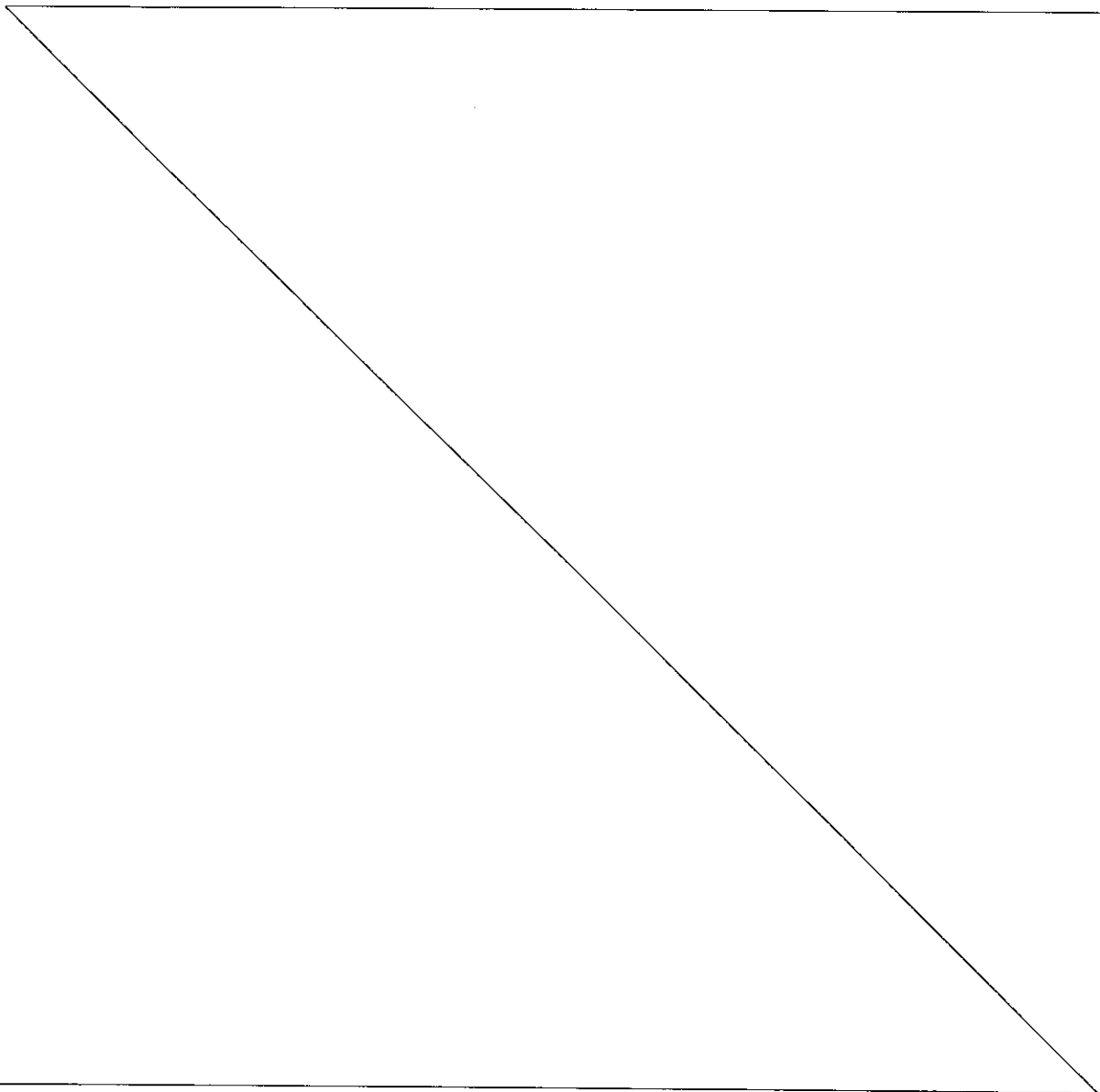
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

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

[Signature]
[1st Witness' Signature]

Charles Contillo
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

JOHNNIE KING
[Type or Print Name]

FOR
CAROLWIN LLC
BY: [Signature]
[Signature Grantor's/Owner's]

JOHN J. OBERMILLER SR
[Type or Print Name]

MANAGER
[Title]

STATE OF ^{New Mexico} FLORIDA
COUNTY OF Lincoln

The foregoing instrument was signed and acknowledged before me this July 14th day of July 2004 by ^{John J} Obermiller 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]

DONNA R CLARKE
[Typed or Printed Name]

my Commission Expires July 30, 2007

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

ATTEST:
CHARLIE GREEN, CLERK

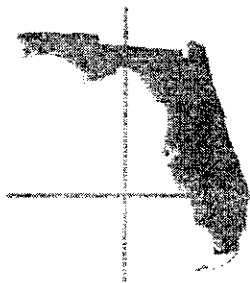
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
Office of the County Attorney



METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF A EASEMENT LYING IN
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 6; THENCE S.89°52'10"E. ALONG THE NORTH LINE OF SAID SECTION 6 FOR 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAN CARLOS BOULEVARD (100 FEET WIDE); THENCE S.00°18'30"E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 834.19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE S.00°18'30"E. FOR 20.00 FEET; THENCE EAST FOR 11.23 FEET; THENCE N.00°39'28"W. FOR 20.00 FEET; THENCE WEST 11.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

EASEMENT CONTAINS 223 SQUARE FEET, MORE OR LESS.

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

BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST BEING S.89°52'10"E.

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

 7-21-2004

SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

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

Strap Number:

06-46-24-00-00004.0040
06-46-24-00-00004.0050

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
2004, by and between Zurich Investments, Inc. and M R Iler & Assoc., Inc., 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.

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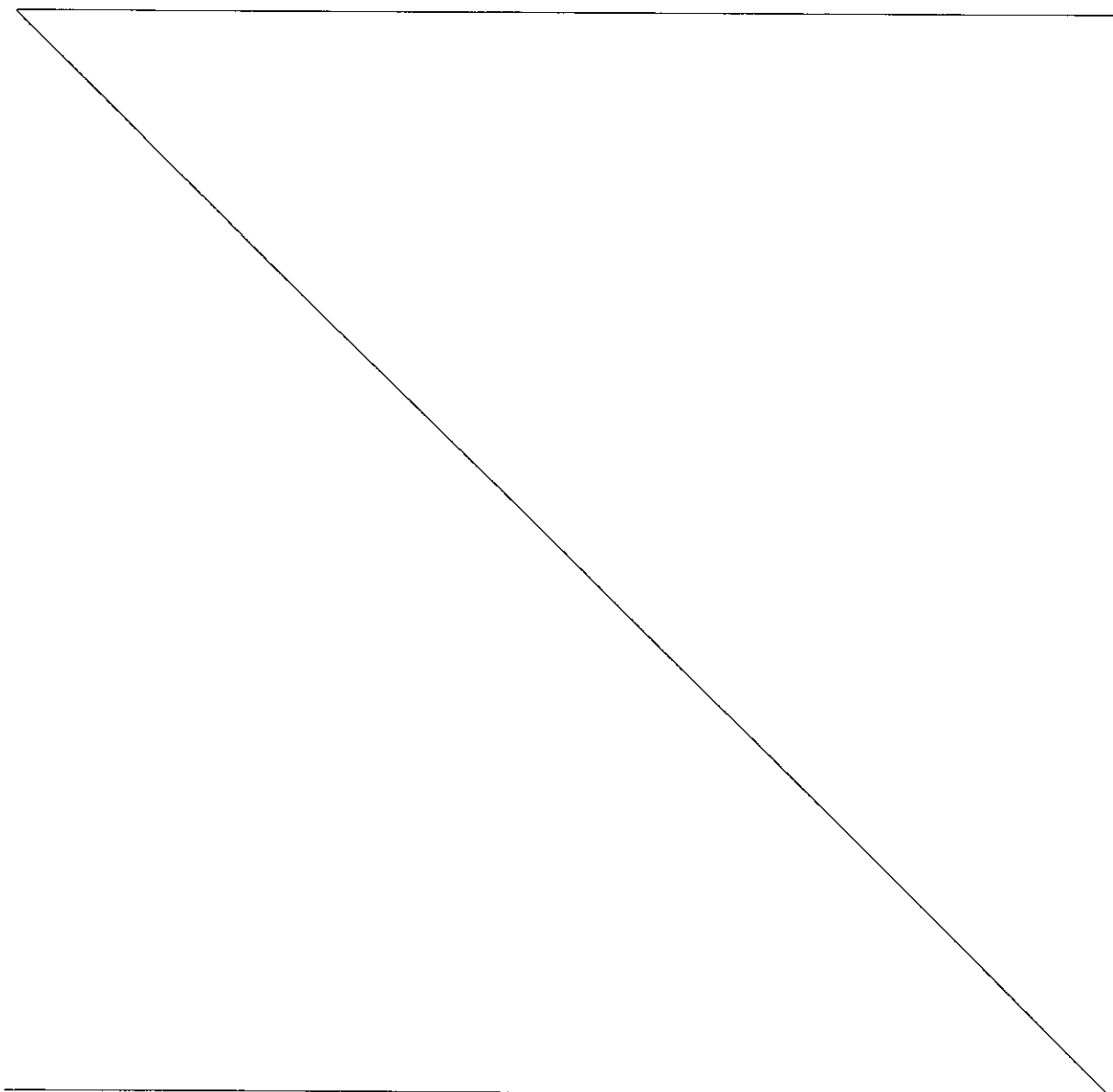
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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.

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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.

Marlene J St John
[1st Witness' Signature]

Marlene J St John
[Type or Print Name]

Janet Hess
[2nd Witness' Signature]

JANET HESS
[Type or Print Name]

BY: Michael R. Iler
[Signature Grantor's/Owner's]

Michael R. Iler
[Type or Print Name]

President
[Title]

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 24th day of August 2004, by Michael R. Iler who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Bet Rubinski
[Signature of Notary]

Bet Rubinski
[Typed or Printed Name] Commission # DD348896
Expires: AUG. 22, 2008
Bonded Thru Atlantic Bonding Co., Inc.



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

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF A EASEMENT LYING IN
SECTION 6, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(LEE COUNTY UTILITY EASEMENT)

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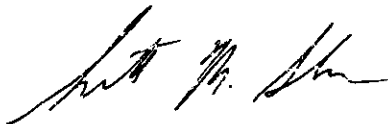
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SAID SECTION 6; THENCE S.89°52'10"E. ALONG THE NORTH LINE OF SAID SECTION 6 FOR 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAN CARLOS BOULEVARD (100 FEET WIDE); THENCE S.00°18'30"E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 629.26 FEET; THENCE S.89°54'00"E. FOR 262.08 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE S.89°54'00"E. FOR 20.00 FEET; THENCE S.00°21'01"E. FOR 215.10 FEET; THENCE N.89°54'00"W. FOR 20.00 FEET; THENCE N.00°21'01"W. FOR 215.10 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 4,302 SQUARE FEET, MORE OR LESS.

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

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



9-20-2004

SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

SHEET 1 OF 2

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