

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY** **BLUE SHEET NO: 20041579-UTL**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:**

Approve final acceptance, by Resolution, and recording of a utility easement as a donation for one 6" diameter fire line and one fire hydrant serving *GOODWILL PARKVIEW APARTMENTS*. This is a Developer contributed asset project located on the west side of Old US 41 approximately 1/3 mile north of Bayshore Road.

**WHY ACTION IS NECESSARY:**

To provide water service and fire protection to the recently constructed apartment building.

**WHAT ACTION ACCOMPLISHES:**

Places the fire line and fire hydrant into operation and complies with the Lee County Utilities Operations Manual.

**2. DEPARTMENTAL CATEGORY:** 10  
**COMMISSION DISTRICT #:** 4

C10A

**3. MEETING DATE:**

01-18-2005

**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: 12/28/04

R/D

**7. BACKGROUND:**

Fire Lines and Fire hydrants do not require permission to construct by the Board, therefore, no previous Blue Sheet number is provided.

The installation has been inspected for conformance to the Lee County Utilities Operations Manual.

Satisfactory pressure and bacteriological testing has been completed.

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 Contributed Assets has been provided---copy attached.

Sanitary sewer service is provided by North Fort Myers Utilities via existing infrastructure located within the right-of-way of Old US 41.

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

SECTION 35 TOWNSHIP 43S RANGE 24E DISTRICT # 4 COMMISSIONER HALL

**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
					C/M	1/6/05			
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: <u>12-29-04</u>	N/A Date: _____	N/A Date: _____	<i>T.O.</i> T. Osterhouf Date: <u>12/28</u>	<i>S. Covert</i> S. Covert Date: <u>1/3/05</u>	<i>P.M.</i> 1/3/05	<i>1/5/05</i>	<i>1/5/05</i>	<i>1/3/05</i>	<i>J. Lavender</i> Date: <u>12-29-04</u>

**10. COMMISSION ACTION:**

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

Rec. by CoAtty

Date: 1/3/05

Time: 8:30

Forwarded To: \_\_\_\_\_

RECEIVED BY  
COUNTY ADMIN: *MM*

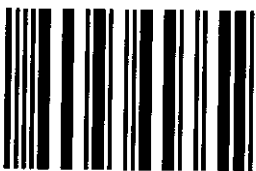
1/3/05

11:30 am 507

COUNTY ADMIN  
FORWARDED TO: *MM*

1-6-05

2PM



**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) →

3543240000012050

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: SW FL GWI HOUSING VIII, INC.**  
Last: **4940 BAYLINE DR**      First: **FT. MYERS**      MI: **FL**      Corporate Name (if applicable): **33917**  
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 (2394798181)**  
Mailing Address:      City:      State:      Zip Code:      Phone No.

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

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

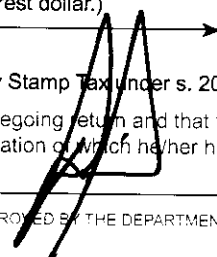
9. Was the sale/transfer financed? YES  /  NO      If "Yes", please indicate type or types of financing:  
Conventional       Seller Provided       Agreement or Contract for Deed       Other

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

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

12. Amount of Documentary Stamp Tax → \$  ,  ,  ,  .

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

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.  
Signature of Grantor or Grantee or Agent:       Date: **12/28/04**

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 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
and Page Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
and File Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Date Recorded <input type="checkbox"/> / <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Month      Day      Year	

**This copy to Property Appraiser**



# FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY

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

35432400000012050

2. Mark (x) all 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: SW FL GWI HOUSING VIII, INC.**

Last **4940 BAYLINE DR** First **FT. MYERS** MI **FL** Corporate Name (if applicable) **33917**

Mailing Address **RICK DIAZ, P.E. UTIL. DIR.** City **FOR LEE CO.** State **FL** Zip Code **33902** Phone No. **2394798181**

4. Grantee (Buyer): Last **P. O. BOX 398** First **FT. MYERS** MI **FL** Corporate Name (if applicable) **33902** Phone No. **2394798181**

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price Property Located In County Code

\$ . 00 46

Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed  Other  Warranty Deed Quit Claim Deed  
7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: \$ . 00

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 Institutional/Miscellaneous Other

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

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

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 **12/28/04**

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

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 "SW Florida GWI Housing VIII, Inc.", owner of record, to make a contribution to Lee County Utilities of water facilities (one 6" diameter fire line and one fire hydrant) serving **"GOODWILL PARKVIEW APARTMENTS"**; 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 **\$15,980.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

- Commissioner Janes \_\_\_\_\_ (1)
- Commissioner St. Cerny: \_\_\_\_\_ (2)
- Commissioner Judah: \_\_\_\_\_ (3)
- Commissioner Hall: \_\_\_\_\_ (4)
- Commissioner Albion: \_\_\_\_\_ (5)

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

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

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

APPROVED AS TO FORM

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

LETTER OF COMPLETION

DATE: 10/21/2004

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

Gentlemen:

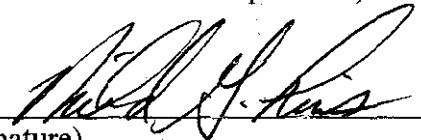
This is to certify that the **water distribution system** located in  
Goodwill Parkview Apartments  
(Name of Development)

was designed by me and has 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 and Pressure Test(s) - Water Main**

Very truly yours,

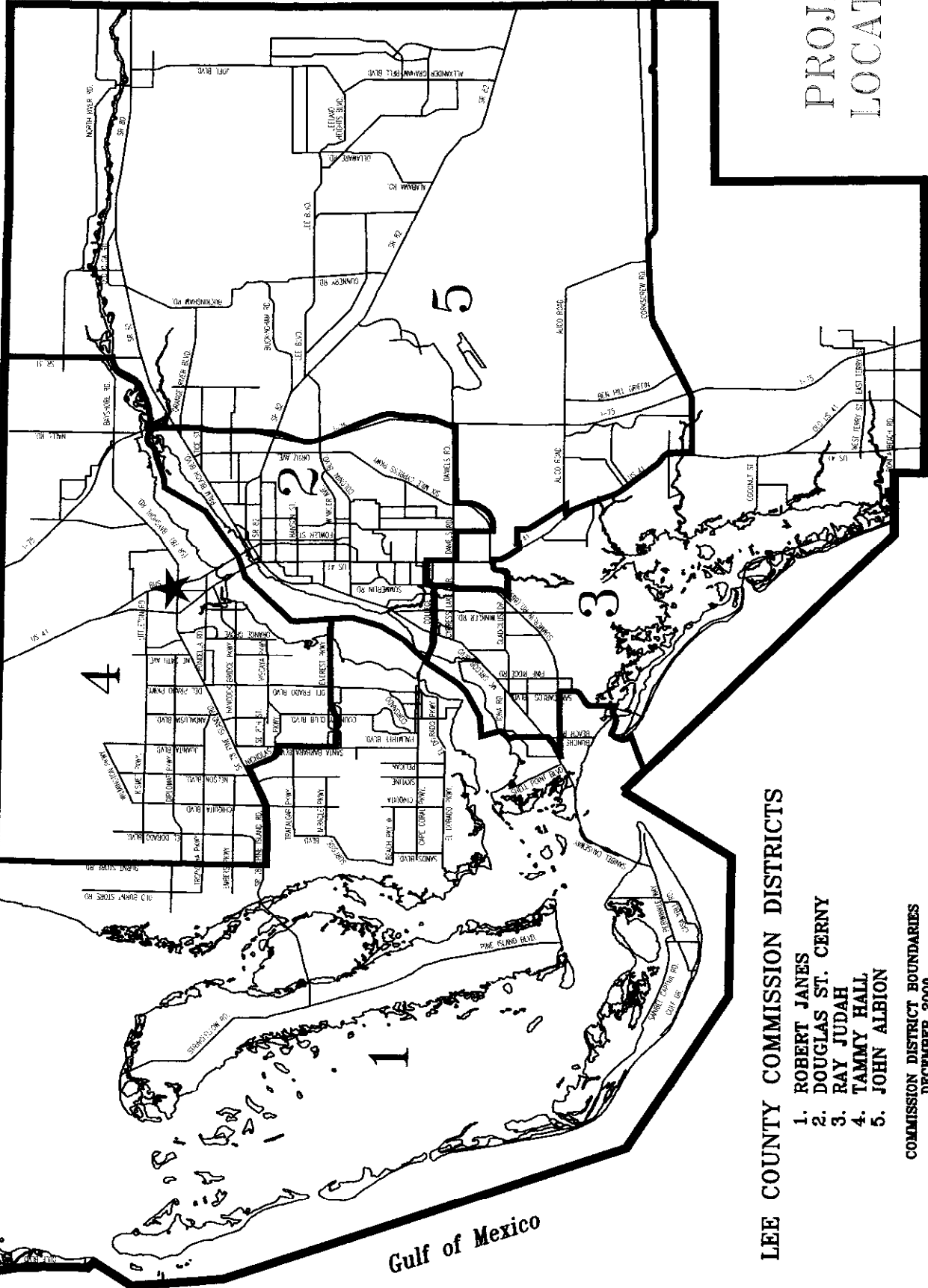
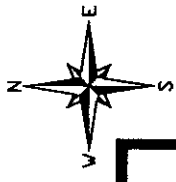
Richard G. Lewis  
(Owner or Name of Corporation)

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

Principal Engineer  
(Title)

(Seal of Engineering Firm)

**GOODWILL PARK VIEW APARTMENTS  
35-43-24-00-00001.2050  
COMMISSION DISTRICT # 4 - TAMMY HALL**



**PROJECT  
LOCATION**

**LEE COUNTY COMMISSION DISTRICTS**

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

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water systems of Parkview Apartments, 4250 Hatton Rogers Ln 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.

Westco Builders of Florida, Inc  
(Name of Owner/Contractor)

BY: [Signature]  
(Signature of Owner/Contractor)

STATE OF FL )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 8 st day of Oct. 2004 by \_\_\_\_\_ who has produced the following as identification - \_\_\_\_\_ , and who did take an oath.

[Signature]  
Notary Public Signature

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 **FIFTEEN THOUSAND NINE HUNDRED EIGHTY DOLLARS** (**\$15,980.00**)

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

Furnished to **WESTCO BUILDERS OF FLORIDA, INC.** on the job  
(Insert name of your customer)

Of **S.W. FLORIDA GWI HOUSING VIII, INC.** to the following described  
(Insert name of the owner)

Property: **PARKVIEW APARTMENTS**  
(Name of Development/Project)

**WATER SEE EXHIBIT "A" WAIVER ATTACHMENT FOR DESCRIPTION**  
(Facilities Constructed)

**4250 HATTON ROGERS LANE**  
(Project Location)

**STRAP# 35-43-24-00-00001.2050**  
(STRAP #)

Dated on **JUNE 17, 2004**

By: *Robert A. Keiling*  
(Signature of Authorized Representative)

**CHRISTO, INCORPORATED**  
(Name of Firm or Corporation)

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

**4461-B HANCOCK BRIDGE PKWY**  
(Address)

Title: **PRESIDENT**

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

Phone #: **239-997-2823**

Fax#: **239-997-4672**

State of **FLORIDA**  
County of **LEE**

The foregoing instrument was signed and acknowledged before me this **17<sup>TH</sup>** 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 281445

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



**EXHIBIT 'A'**  
**WAIVER ATTACHMENT**

DATE: JUNE 17,2004

PROJECT NAME: PARKVIEW APARTMENTS

PROJECT ADDRESS: 1919 N TAMiami TRAIL N. FT. MYERS, FL.

STRAP#: 35-43-24-00-00001.2050

**DESCRIPTION OF THE UTILITY SYSTEM CONSTRUCTED: WATER**

TIED INTO EXISTING 8" WATERLINE WITH 8" GATE VALVE, INSTALLED 136 LF 8" DIP CL 50, 22 LF 6" DIP CL 50, 1- FIRE HYDRANT ASSEMBLY, FITTINGS, VALVES, 6" SUPPLY TO FIRE PROTECTION SYSTEM, 2" WATER SERVICE TO PROVIDE FIRE PROTECTION & POTABLE WATER TO NEW SENIOR LIVING CENTER.

**CERTIFICATION OF CONTRIBUTORY ASSETS**PROJECT NAME: **PARKVIEW APARTMENTS**LOCATION: 4250 HATTON ROGERS LANE**STRAP# 35-43-24-00-00001.2050**

(Including STRAP)

NAME AND ADDRESS OF OWNER: **S.W. FLORIDA GWI HOUSING VIII, INC.****4940 BAYLINE DRIVE N. FT. MYERS, FL. 33917**

(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	8"	136	LF 30.00	4,080.00
DIP CL 50	6"	22	LF 25.00	550.00
GATE VALVE	8"	1	EA 1000.00	1,000.00
GATE VALVE	6"	1	EA 800.00	800.00
45 DEGREE BENDS	8"	3	EA 300.00	900.00
22 ½ DEGREE BEND	8"	1	EA 300.00	300.00
M J REDUCER	8" X 6"	1	EA 200.00	200.00
M J TEE	8" X 6"	1	EA 300.00	300.00
90 DEGREE BEND	6"	1	EA 250.00	250.00
FIRE HYDRANT	5 ¼"	1	EA 2000.00	2,000.00
SGL WATER SERVICE COMPLETE	2"	1	EA 1450.00	1,450.00
FIRELINE FROM 8" X 6" TEE TO DCDA INCLUDING 14 LF DIP, 90 DEGREE BEND & UP TO & INCLUDING 1 <sup>ST</sup> OS&Y VALVE	6"	1	EA 4,150.00	4,150.00

---

**\$ 15,980.00**  
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 )

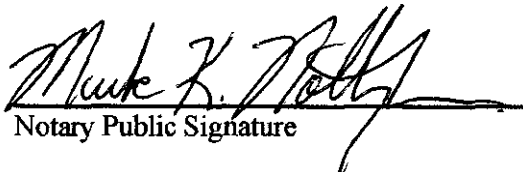
) SS:

COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 17<sup>TH</sup>  
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

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

DD 261445 JAN. 6, 2008  
Notary Commission Number

(NOTARY SEAL)

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING  
(Department)  
SUE GULLEDGE

V#111463  
BS 20041579-UTL

A. AUTHORIZATION:

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

Purchase Order # N/A for GOODWILL PARKVIEW APARTMENTS project.  
EASEMENT: SW FL GWI HOUSING VIII, INC.

ACCOUNT NO. OD5360748700.504930  
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,  
WITH COPY TO SUE GULLEDGE, UTILITIES

*Sue Gullledge*  
SUE GULLEDGE Signature Authorization  
12-20-04

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

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

Strap Number:

35-43-24-00-00001.2050

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 SW FL GWI Housing VIII, 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.



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

X Richard L. Evandryk  
(Signature of 1<sup>st</sup> Witness)

Richard L. Evandryk  
(Name of 1<sup>st</sup> Witness)

X Jean Devereaux  
(Grantor's/Owner's Signature)

Jean Devereaux  
(Grantor's/Owner's Name)

X Janice Schweetzer  
(Signature of 2<sup>nd</sup> Witness)

Janice Schweetzer  
(Name of 2<sup>nd</sup> Witness)

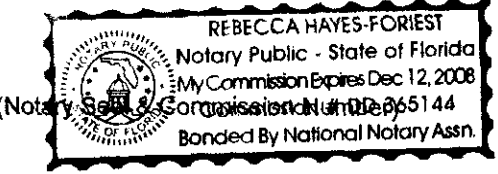
Director, SWFL GWI Housing VIII, Inc.  
Title

STATE OF Florida  
                              ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 17<sup>th</sup> day  
of December 2004 by Jean Devereaux who  
produced the following as identification \_\_\_\_\_ or is  
personally known to me, and who did/did not take an oath.

Rebecca Hayes Foriest  
Notary Public Signature

Rebecca Hayes Foriest  
Printed Name of Notary Public



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





# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard  
Fort Myers, Florida 33919-5910  
email - fmoffice@bwlk.net  
(Ph) 239-481-1331 (Fax) 239-481-1073

## Description of a Parcel of Land Lying in Section 35, Township 43 South, Range 24 East Lee County, Florida (20.00 foot wide Lee County Utilities Easement)

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 35, Township 43 South, Range 24 East and being further described as follows:

Commencing at the southeast corner of the West One Half (W 1/2) of said Section 35; thence N89°36'50"W along the south line of said Section 35 for 112.34 feet to an intersection with a southeasterly prolongation of the southwesterly right-of-way line (100 feet from the centerline) of State Road No. 45 (Old U.S. 41); thence N22°29'10"W along said prolongation and said right-of-way line for 1704.00 feet to the southeast corner of lands described in Official Records Book 1508 at Page 2124; thence N89°36'50"W along the southerly line of said lands for 372.34 feet to the southeast corner of lands described in Official Records Book 4071 at Page 3296; thence continue N89°36'50"W along the southerly line of said lands for 141.92 feet; thence N00°00'00"E for 32.00 feet to a point of intersection with the northerly line of an easement described in official Records Book 4071 at page 3303 "Exhibit-E-2" and the **Point of Beginning** of the centerline of a 20.00 foot wide Lee County Utilities Easement; thence continue N00°00'00"E along said centerline for 22.96 feet; thence N34°38'18"W along said centerline for 39.18 feet; thence N68°23'18"W along said centerline for 47.01 feet; thence N28°46'34"W along said centerline for 15.41 feet; thence N10°50'09"E along said centerline for 21.48 feet; thence N79°09'51"W along said centerline for 29.16 feet to the **Point of Terminus**;

The side lines of said 20.00 foot easement to be extended or shortened to meet at angle points and to terminate at said Point of Terminus.

Parcel contains 3,430 square feet (0.08 acres), more or less.

Subject to easements, restrictions, reservations and rights-of-way (recorded and unrecorded, written and unwritten).

Bearings are based on the south line of the West One Half (W 1/2) of Section 35, Township 43 South, Range 24 East as bearing N89°36'50"W.

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

  
Elwood Finefield, P.S.M. 6187

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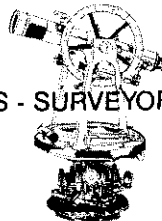
8/02/04

1 of 2

PRINCIPALS:

WILLIAM E. BEAN, PSM, CHAIRMAN  
SCOTT C. WHITAKER, PSM, PRESIDENT  
JOSEPH L. LUTZ, PSM  
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

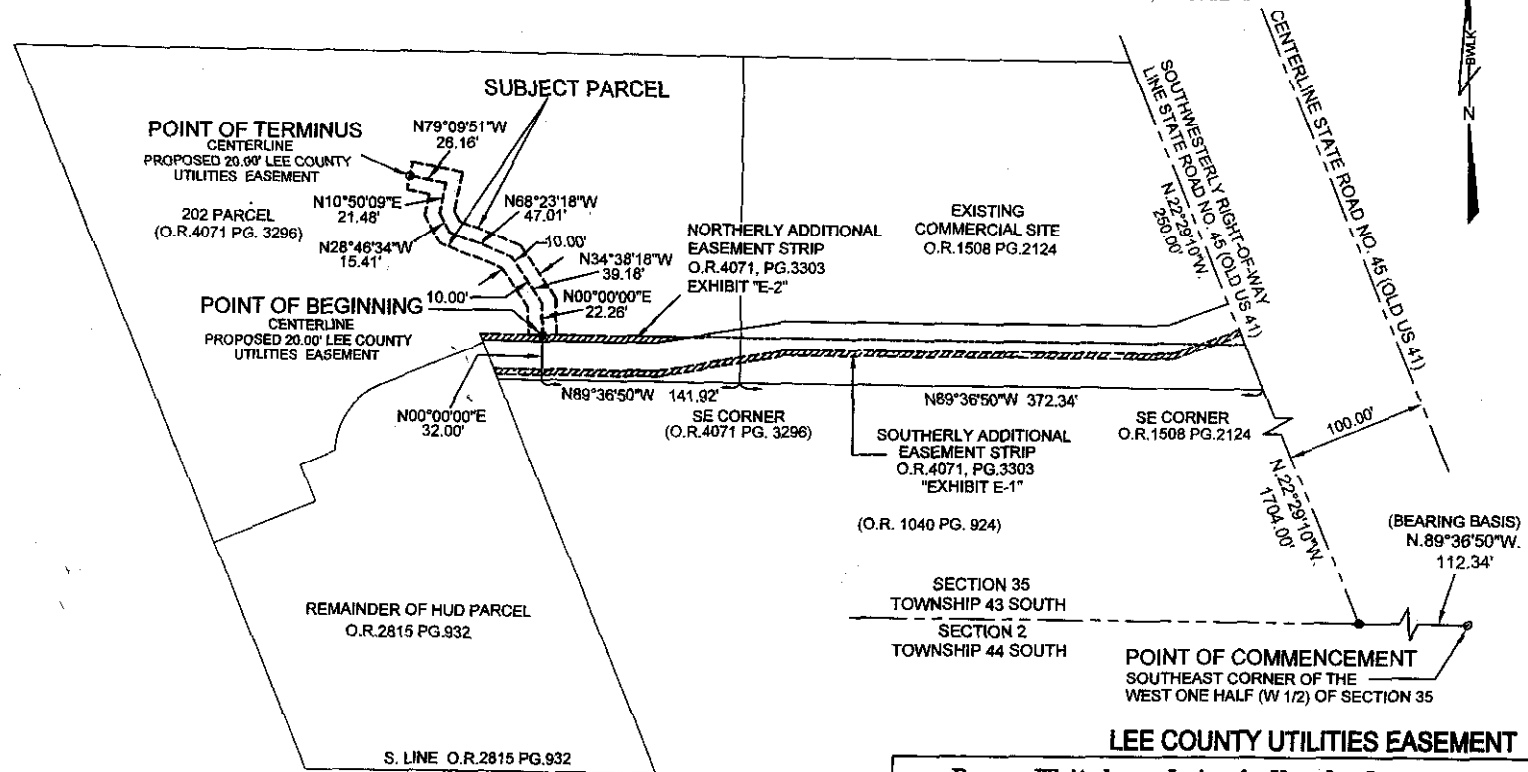


ASSOCIATES:

TRACY N. BEAN, AICP  
CHARLES D. KNIGHT, PSM  
W. BRITT POMEROY, JR., PSM  
STEPHEN H. SKORUPSKI, PSM  
ELWOOD FINEFIELD, PSM  
JAMES A. HESSLER, PSM  
JAMES R. COLEMAN, PSM  
RUDOLF A. NORMAN, PE

# SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND  
 LYING IN  
 SECTION 35, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
 LEE COUNTY, FLORIDA.



**Bean, Whitaker, Lutz & Kreh, Inc. (LB 4818)**  
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS  
 13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33916-5910  
 PH. (239) 481-1331 FAX (239) 481 1073

SK32585 WM EASEMENT.DWG

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
8-02-04	32585	W.F.	1"= 100'	OF 2 2	35-43-24

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

Strap Number:

35-43-24-00-00001.2050

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 SW FL GWI Housing VIII, 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.



LEE COUNTY

FLORIDA

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.



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

X Richard L. Eranchyk  
(Signature of 1<sup>st</sup> Witness)

Richard L. Eranchyk  
(Name of 1<sup>st</sup> Witness)

X Jean Devereaux  
(Grantor's/Owner's Signature)

Jean Devereaux  
(Grantor's/Owner's Name)

X Janice Schweitzer  
(Signature of 2<sup>nd</sup> Witness)

Janice Schweitzer  
(Name of 2<sup>nd</sup> Witness)

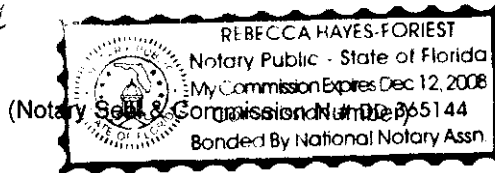
Director, SWFL GWI Housing VIII, Inc.  
Title

STATE OF Florida  
) SS:  
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 17<sup>th</sup> day of December 2004 by Jean Devereaux who produced the following as identification \_\_\_\_\_ or is personally known to me, and who did/did not take an oath.

Rebecca Hayes Foriest  
Notary Public Signature

Rebecca Hayes Foriest  
Printed Name of Notary Public



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

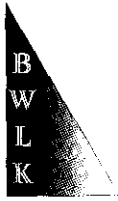
BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

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



LEE COUNTY  
FLORIDA



# Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard  
Fort Myers, Florida 33919-5910  
email – fmoffice@bwlk.net  
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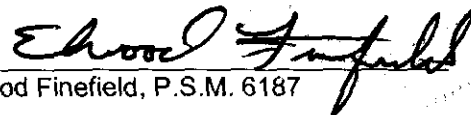
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Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)

  
Elwood Finefield, P.S.M. 6187

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8/02/04

1 of 2

ASSOCIATES:  
TRACY N. BEAN, AICP  
CHARLES D. KNIGHT, PSM  
W. BRITT POMEROY, JR., PSM  
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RUDOLF A. NORMAN, PE

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WILLIAM E. BEAN, PSM, CHAIRMAN  
SCOTT C. WHITAKER, PSM, PRESIDENT  
JOSEPH L. LUTZ, PSM  
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

