

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041580-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of one 10" diameter master meter assembly, a gravity main extension, and upgrades to Lift Station #226 to serve *Mastique*. This is a developer contributed asset project located on the east side of Bunche Beach Road approximately 1/4 mile south of Summerlin Road.

WHY ACTION IS NECESSARY:

To provide potable water service, fire protection, and sanitary sewer service to the recently constructed multi-family residential project.

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 #: 1

CIOB

3. MEETING DATE:

01-18-2005

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE _____
- ORDINANCE _____
- ADMIN. CODE _____
- X 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*

7. BACKGROUND:

The Board granted approval to construct on 06/03/03; Blue Sheet #20030592.
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.
Satisfactory lift station startup has been performed. (LS # 226)
As-builts have been provided.
Engineer's Certification of Completion has been provided---copy attached.
Project location map---copy attached.
Warranty has been provided---copy attached.
Waiver of lien has been provided---copy attached.
Certification of Contributory Assets has been provided---copy attached.
100% of the connection fees have been paid.
Funds are available for recording fees in account number OD5360748700.504930.

SECTION 12 TOWNSHIP 46S RANGE 23E DISTRICT #1 COMMISSIONER JANES

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>12/29/04</i> | N/A | N/A | <i>T.O.</i> T. Osterhout Date: <i>12/28</i> | <i>S. Covert</i> S. Covert Date: <i>1/3/05</i> | <i>1/3/05</i> P.M. | <i>1/5/05</i> | <i>1/3/05</i> | <i>1/3/05</i> | <i>J. Lavender</i> Date: <i>12/29/04</i> |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *1/3/05*
Time: *8:30*
Forwarded To:

RECEIVED BY
COUNTY ADMIN: *PM*
1/3/05
11:30am
COUNTY ADMIN
FORWARDED TO: *PM*
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

Enter numbers as shown below.

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0123456789

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

12462300000040000

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? →

EASEMENT DONATION BY:

MASTIQUE DEVELOPMENT, LLC

3. Grantor (Seller):
 Last First MI Corporate Name (if applicable)
9001 DANIELS PKWY, STE 200 FT. MYERS FL 33912

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

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price 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
 (Round to the nearest dollar.)

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

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

Conventional Seller Provided Agreement or Contract for Deed Other

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

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

12. Amount of Documentary Stamp Tax \$ 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 | | Clerks Date Stamp |
| This copy to Department of Revenue | | |
| O. R. Book and Page Number and File Number | <input type="text"/> | |
| Date Recorded | <input type="text"/> | |
| 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 "Mastique Development, LLC", owner of record, to make a contribution to Lee County Utilities of water facilities (one 10" diameter master meter assembly) and sewer facilities (a gravity main extension and upgrades to Lift Station #226) serving "**MASTIQUE**"; 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 **\$74,830.61** 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

LETTER OF COMPLETION

DATE: 11-30-04

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

Gentlemen:

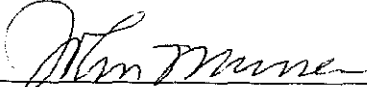
This is to certify that the **water distribution, gravity collection systems, and Lift Station upgrade/rehabilitation** located in
Mastique
(Name of Development)

were designed by Vanasse & Daylor, LLP 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:
Pressure Tests – Water Main, Low Pressure Air Tests – Gravity Main

Very truly yours,

Vanasse & Daylor, LLP
(Owner or Name of Corporation)


(Signature)

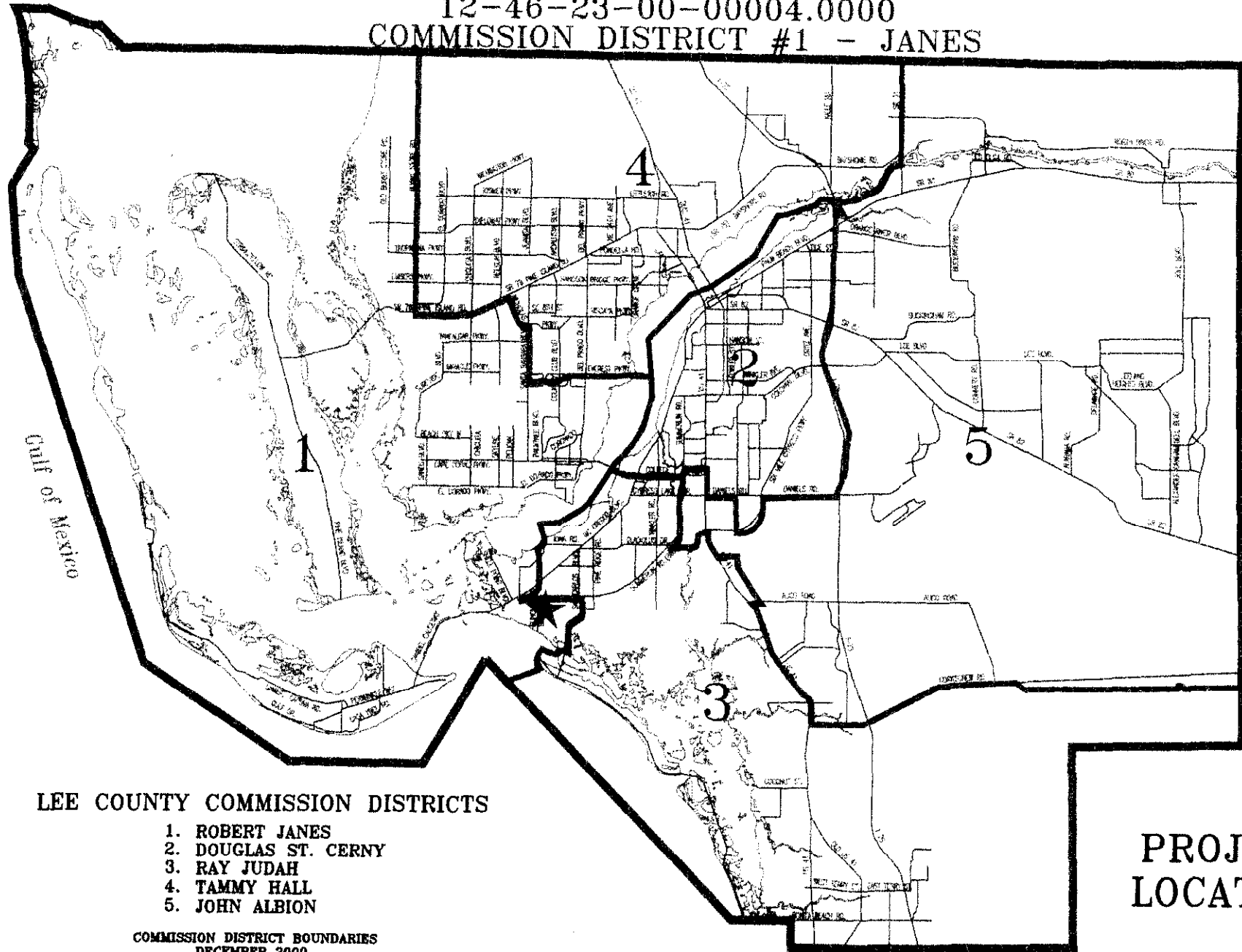
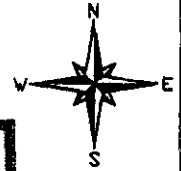
John R. Musser, P.E.
Engineer of Record
(Title)

#31285
11/30/04

(Seal of Engineering Firm)



MASTIQUE M/F RESIDENTIAL DEVELOPMENT
12-46-23-00-00004.0000
COMMISSION DISTRICT #1 - JANES



Gulf of Mexico

LEE COUNTY COMMISSION DISTRICTS

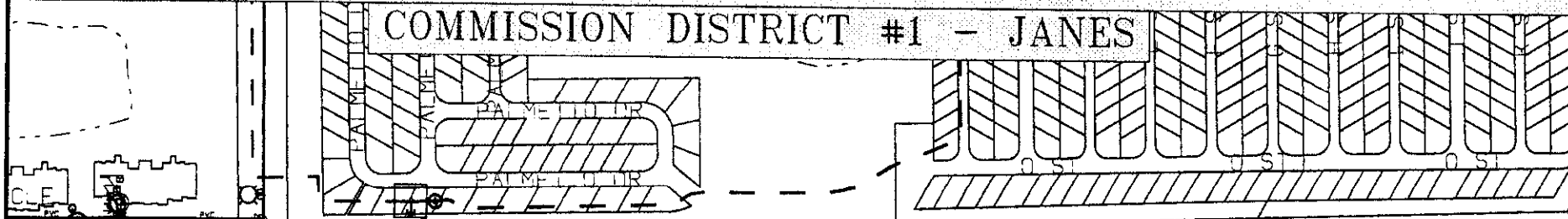
- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

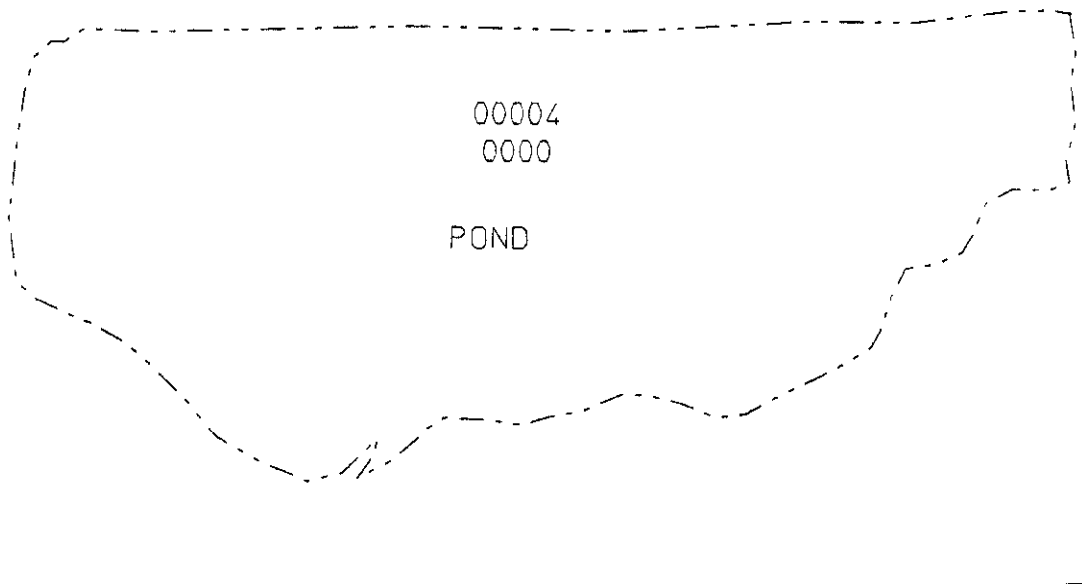
PROJECT
LOCATION

MASTIQUE - M/F RESIDENTIAL DEVELOPMENT

COMMISSION DISTRICT #1 - JANES



MASTIQUE BEACH BLVD
SUBJECT PARCEL



00004
0000

POND



12-46-23-00-00004.0000

BUNCH BEACH ROAD

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and/or sewer systems of Mastique 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.

Jensen Underground Utilities, Inc.
 (NAME OF OWNER/CONTRACTOR)

BY: [Signature]
 (SIGNATURE OF OWNER/CONTRACTOR)

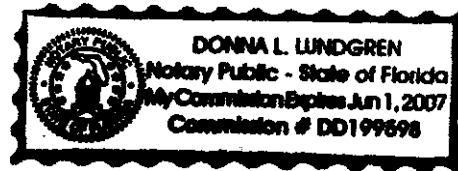
STATE OF FL)
) SS:
 COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 7th day of OCT, 2003 by Kevin Jensen who has produced the following as identification - Personally Known, and who did not take an oath.

[Signature]
 Notary Public Signature

Donna L. Lundgren
 Printed Name of Notary Public

(Notary Seal & Commission Number)



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

The undersigned lienor, in consideration of the final payment in the amount of Seventy Four Thousand Eight Hundred Thirty Dollars and 61 Cents(\$74,830.61) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Mastique Development on the job of Mastique to the following described property:

Mastique
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

12719 Mastique Beach Blvd
(Location)

12-46-23-00-00004.0000
(Strap # or Section, Township & Range)

Dated on: November 23, 2004

By: [Signature]
(Signature of Authorized Representative)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

By: _____
(Print Name of Authorized Representative)

5585 Taylor Road
(Address of Firm or Corporation)

Title: President

Naples, FL 34109-
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)597-0060 Ext.

Fax#: (239)597-0061

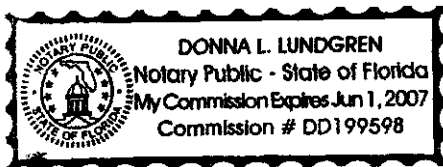
STATE OF FL)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 23 rd day of November, 2004 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.

[Signature]
(Notary Public Signature)

Donna L. Lundgren
(Printed Name of Notary Public)

(Notary Seal & Commission Number)



LEE COUNTY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Mastique

STRAP NUMBER: 12-46-23-00-00004.0000

LOCATION: 12719 Mastique Beach Blvd

OWNER'S NAME: Mastique Development LLC

OWNER'S ADDRESS: 9001 Daniels Parkway, Suite 200

OWNER'S ADDRESS: Ft. Myers, FL 33912-

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

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

| <u>ITEM</u> | <u>SIZE</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL</u> |
|-------------------------------|--------------------|------------------------|--------------------|-------------------------|---------------------|
| HDPE SDR-11 | 24" | 120 | LF | \$27.88 | \$3,345.60 |
| HDPE SDR-11 | 10" | 140 | LF | \$14.12 | \$1,976.80 |
| PVC C-900 DR-18 | 10" | 455 | LF | \$10.71 | \$4,873.05 |
| GATE VALVE | 10" | 3 | EA | \$1,019.46 | \$3,058.38 |
| FIRE HYDRANT ASSEMBLY | | 1 | EA | \$2,100.00 | \$2,100.00 |
| ASSORTED FITTINGS | 10" | 9 | EA | \$278.00 | \$2,502.00 |
| CL-50 DIP | 10" | 8 | LF | \$26.43 | \$211.44 |
| SINGLE WATER SERVICE/COMPLETE | 10" | 1 | EA | \$7,872.16 | \$7,872.16 |
| BLOW-OFF ASSEMBLY | 2" | 1 | EA | \$375.00 | \$375.00 |
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| | | | | | |
| <u>TOTAL</u> | | | | | \$26,314.43 |

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc.
 (If more space is required, use additional page(s). Number each page and include the name of the project).

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

CERTIFYING:

X
(Signature of Certifying Agent)

Kevin Jensen, President
(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.
(Name of Firm or Corporation)

5585 Taylor Road
(Address of Firm or Corporation)

Naples, FL 34109 -

STATE OF FL)
) SS:
COUNTY OF Collier)

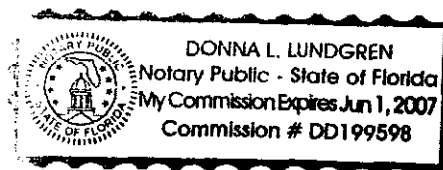
The foregoing instrument was signed and acknowledged before me this 23 rd day of NOV, 2004 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.

Donna L. Lundgren
Notary Public Signature

Donna L. Lundgren
Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)



CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Mastique

STRAP NUMBER: 12-46-23-00-00004.0000

LOCATION: 12719 Mastique Beach Blvd

OWNER'S NAME: Mastique Development LLC

OWNER'S ADDRESS: 9001 Daniels Parkway, Suite 200

OWNER'S ADDRESS: Ft. Myers, FL 33912-

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

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

| <u>ITEM</u> | <u>SIZE</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>UNIT COST</u> | <u>TOTAL</u> |
|-------------------------|--------------------|------------------------|--------------------|-------------------------|---------------------|
| PVC SDR-26 GRAVITY MAIN | 10" | 52 | LF | \$35.66 | \$1,854.32 |
| MANHOLE | | 1 | EA | \$6,661.86 | \$6,661.86 |
| LIFT STATION (REHAB) | | 1 | EA | \$40,000.00 | \$40,000.00 |
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| | | | | | |
| <u>TOTAL</u> | | | | | \$48,516.18 |

Please list each element of the system, e.g., pipe, manholes, lift stations, meters, valves, fittings, etc. (If more space is required, use additional page(s). Number each page and include the name of the project).

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

CERTIFYING:

X

(Signature of Certifying Agent)

Kevin Jensen, President

(Name & Title of Certifying Agent)

Jensen Underground Utilities, Inc.

(Name of Firm or Corporation)

5585 Taylor Road

(Address of Firm or Corporation)

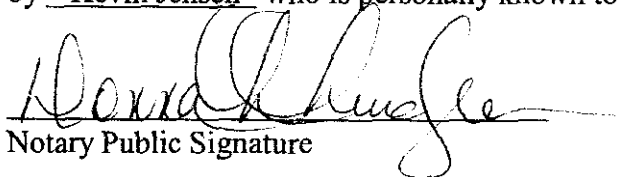
Naples, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 23 rd day of NOV, 2004 by Kevin Jensen who is personally known to me - _____, and who did not take an oath.



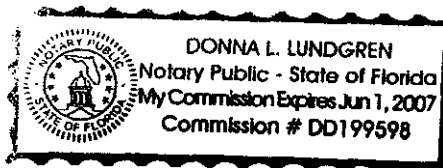
Notary Public Signature

Donna L. Lundgren

Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)



TO: LEE COUNTY FINANCE DEPARTMENT

UTILITIES ENGINEERING

V#111463

FROM: _____

BS 20041580

(Department)

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for MASTIQUE EASEMENT: MASTIQUE DEVELOPMENT LLC
project.
ACCOUNT NO. OD53607487.504930

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


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

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

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

Strap Number:

12-46-23-00-00004.0000

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 Mastique Development, 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.

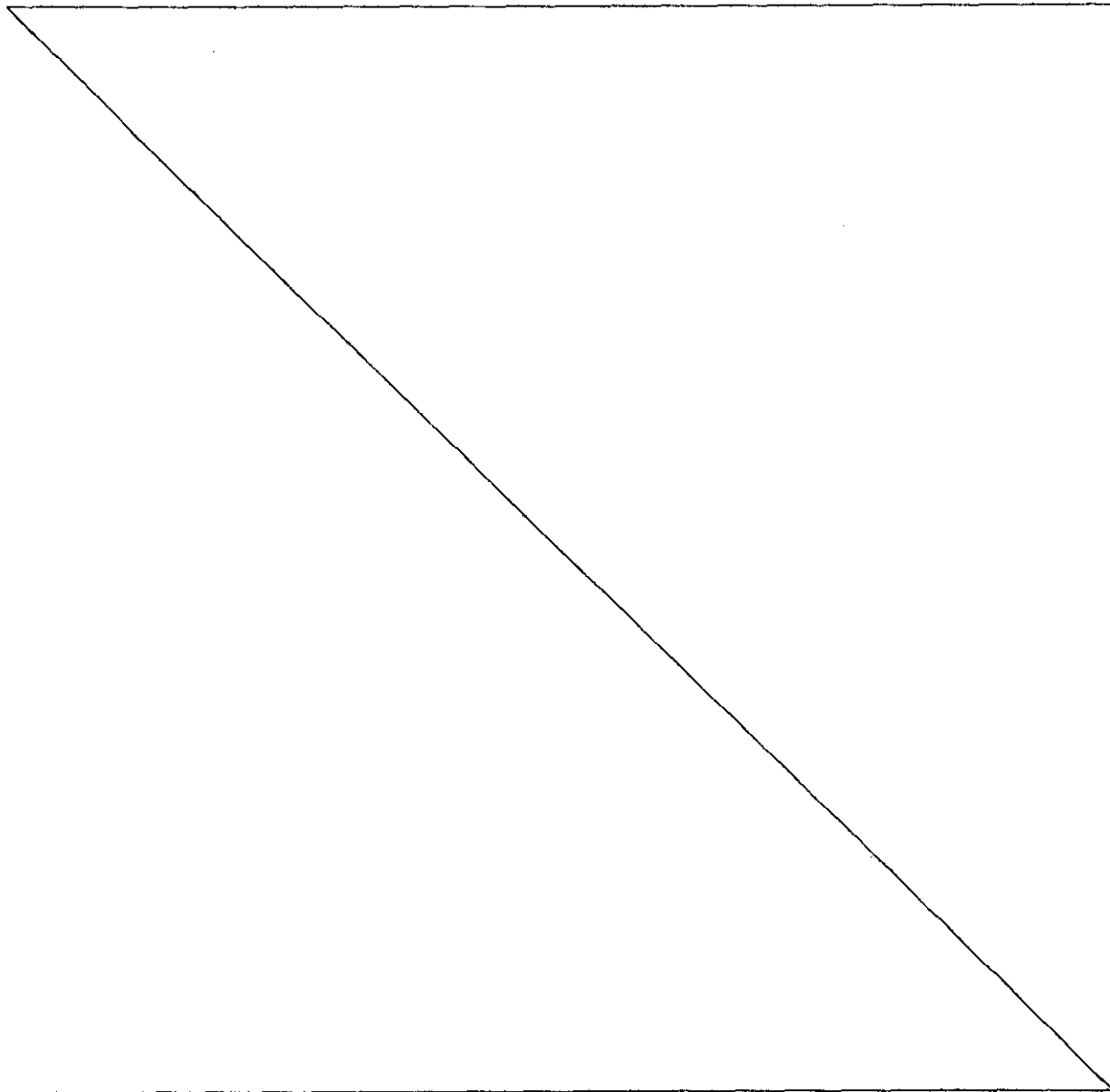
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Carol L. Wirebaugh

[1st Witness' Signature]

Carol L. Wirebaugh

[Type or Print Name]

Kevin L. Higginson

[2nd Witness Signature]

Kevin L. Higginson

[Type or Print Name]

BY:

[Signature]

[Signature Grantor's/Owner's]

JOHN REISMAN

[Type or Print Name]

MANAGER

[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 23rd day of NOVEMBER 2004 by JOHN REISMAN who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Elaine C. Sparling

[Signature of Notary]

ELAINE C. SPARLING

[Typed or Printed Name]



Elaine C. Sparling
Commission # DD 055965
Expires Sep. 10, 2005
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

**ACTION BY WRITTEN CONSENT OF
THE MANAGER OF
MASTIQUE DEVELOPMENT, LLC**

The undersigned, being the Manager of MASTIQUE DEVELOPMENT, LLC, a Florida limited liability company (the "Company"), does hereby consent in writing to the adoption of the following resolution:

RESOLVED, that the following persons be, and hereby are, elected to the offices of the Company set forth opposite their names hereinbelow, to serve as such until the next meeting of the Member and until their successors are duly elected and qualify:

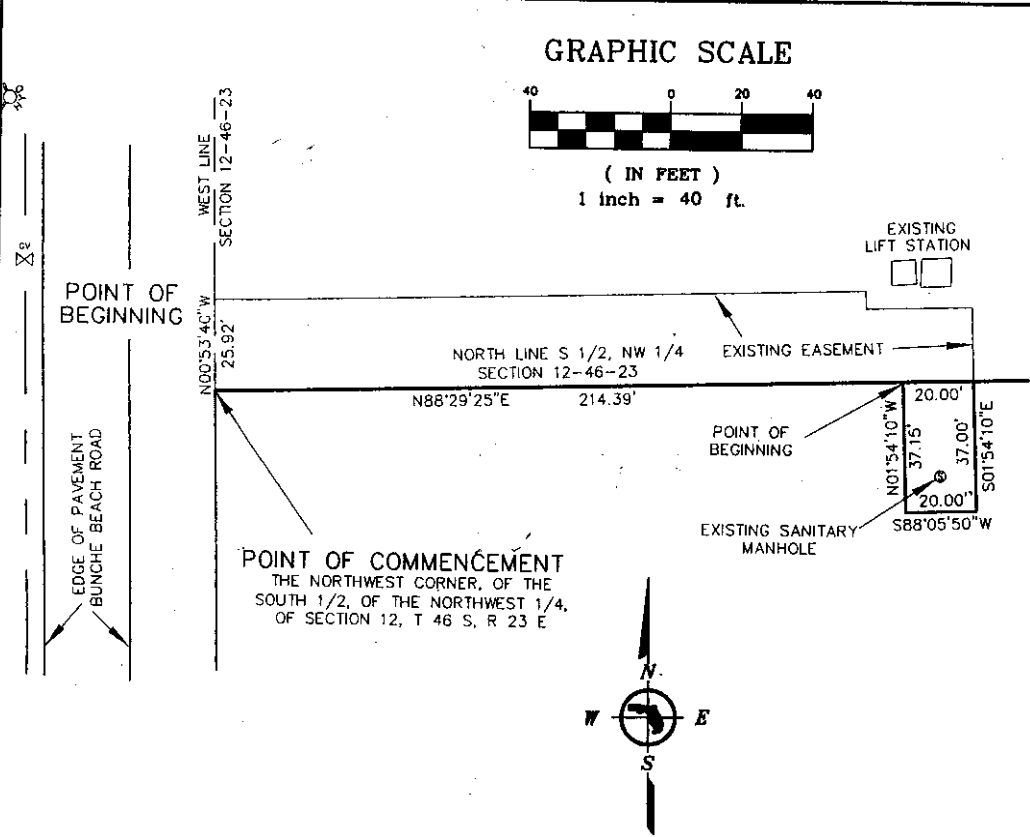
| | |
|--------------------|--|
| John Reisman | President |
| Kerry Trowbridge | Vice-President |
| Vince Gullo | Vice-President |
| Dustin Crimmins | Vice-President |
| Mark Coleman | Vice President |
| Stephen D. Coleman | Vice-President |
| David Knizner | Vice-President/ Secretary/Treasurer |

IN WITNESS WHEREOF, the undersigned, the Manager of the Company hereby executes this Action as and for the written consent of the Manager, effective the 15th day of NOVEMBER, 2002.



JOHN REISMAN, MANAGER

LEGAL DESCRIPTION AND SKETCH – NOT A BOUNDARY SURVEY



LEGAL DESCRIPTION

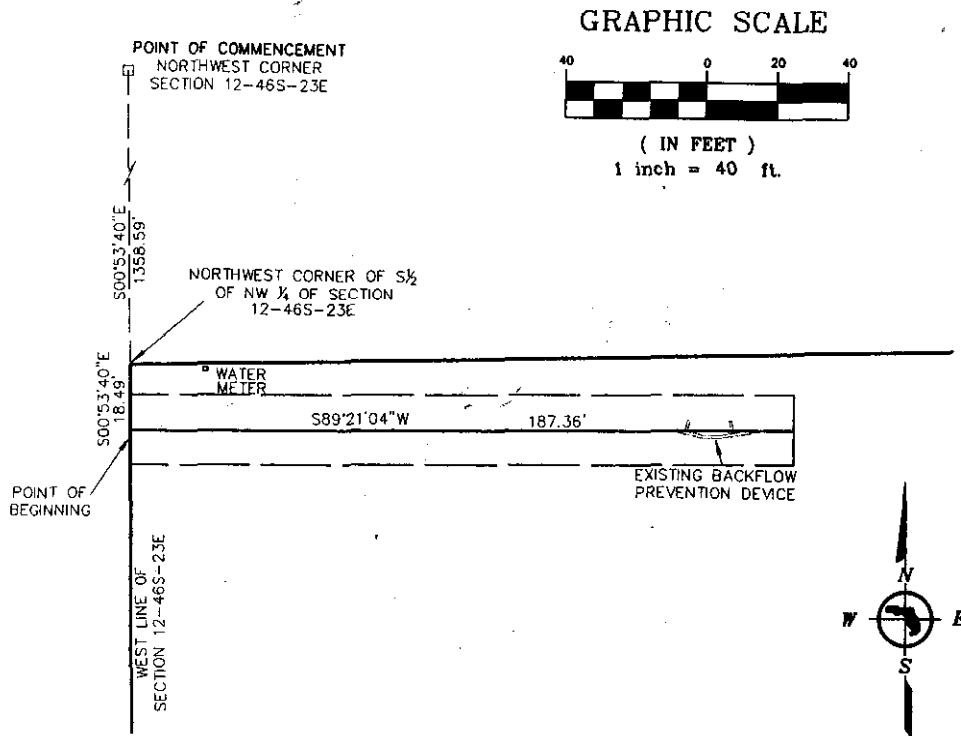
AN EASEMENT LYING IN THE SOUTH ONE HALF (S 1/2), OF THE NORTHWEST ONE QUARTER (NW 1/4), OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH ONE HALF (S 1/2), OF THE NORTHWEST ONE QUARTER (NW 1/4), OF SECTION 12; THENCE NORTH 88°29'25" EAST, ALONG THE NORTH LINE OF SAID SOUTH ONE HALF (S 1/2), 214.39 FEET, TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED:

THENCE CONTINUE NORTH 88°29'25" EAST, 20.00 FEET;
 THENCE SOUTH 01°54'10" EAST, 37.00 FEET;
 THENCE SOUTH 88°05'50" WEST, 20.00 FEET;
 THENCE NORTH 01°54'10" WEST, 37.15 FEET, TO THE POINT OF BEGINNING.



LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY

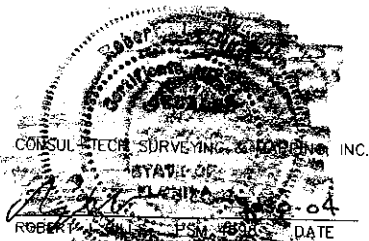


LEGAL DESCRIPTION

A UTILITY EASEMENT, 10 FEET WIDE, LYING WITHIN THE SOUTH 1/2, OF THE NORTHWEST 1/4, OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

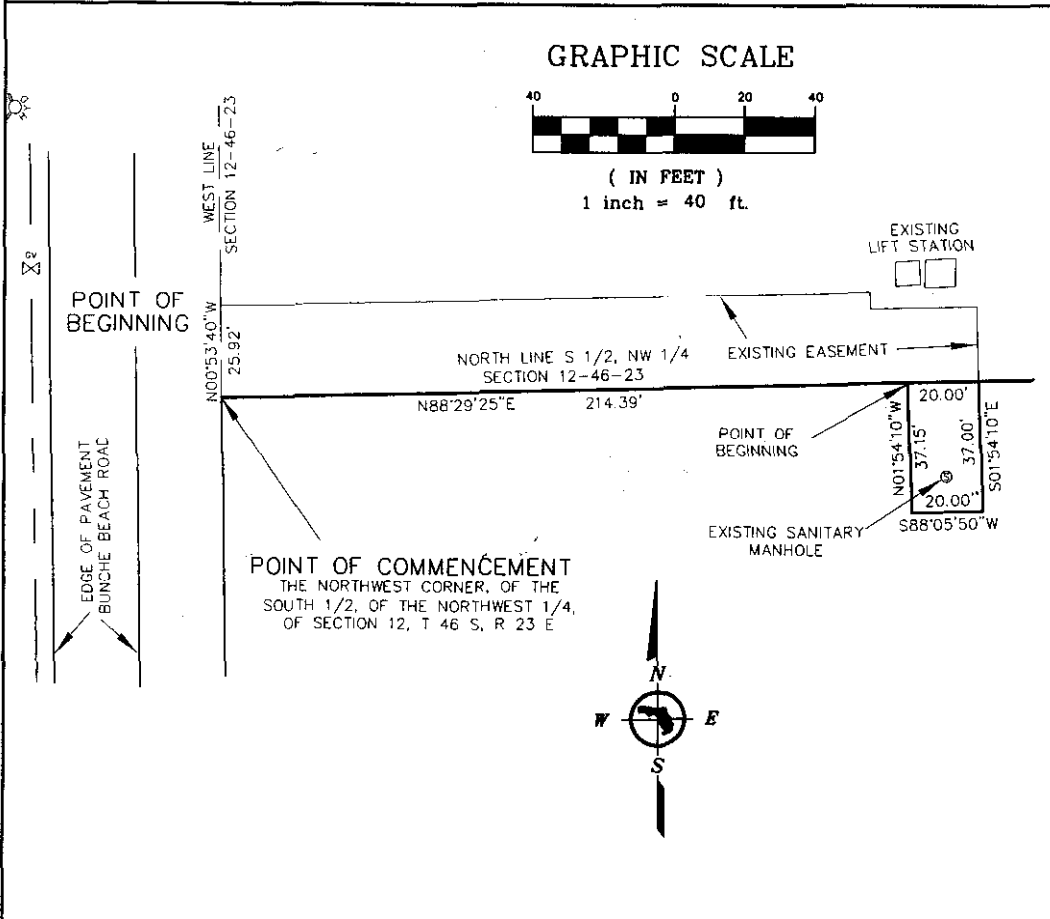
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 00°53'40" EAST, ALONG THE WEST LINE OF SAID SECTION 12, 1358.59 FEET, TO THE NORTHWEST CORNER OF THE SOUTH 1/2, OF THE NORTHWEST 1/4, OF SAID SECTION 12; THENCE CONTINUE SOUTH 00°53'40" EAST, ALONG SAID WEST LINE, 18.49 FEET, TO THE POINT OF BEGINNING OF SAID EASEMENT, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

THENCE NORTH 89°21'04" EAST, 187.36 FEET. TO THE END OF SAID EASEMENT.



DWG # \BUNCH\EASEMENT-UTILITY

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY



LEGAL DESCRIPTION

AN EASEMENT LYING IN THE SOUTH ONE HALF (S 1/2), OF THE NORTHWEST ONE QUARTER (NW 1/4), OF SECTION 12, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

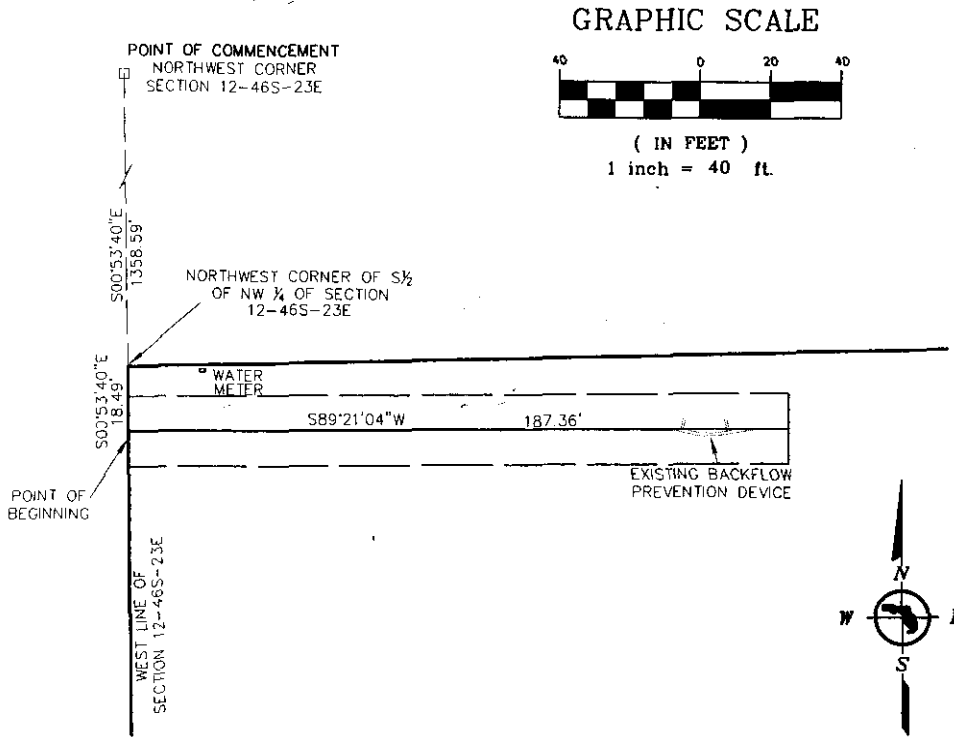
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH ONE HALF (S 1/2), OF THE NORTHWEST ONE QUARTER (NW 1/4), OF SECTION 12; THENCE NORTH 88°29'25" EAST, ALONG THE NORTH LINE OF SAID SOUTH ONE HALF (S 1/2), 214.39 FEET, TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED:

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 THENCE SOUTH 01°54'10" EAST, 37.00 FEET;
 THENCE SOUTH 88°05'50" WEST, 20.00 FEET;
 THENCE NORTH 01°54'10" WEST, 37.15 FEET, TO THE POINT OF BEGINNING.

CONSULTING ENGINEERS SURVEYING AND MAPPING, INC.
 ROBERT J. BILLYE
 DATE

DWG # \EASEMENT-SEWER-ONSITE

LEGAL DESCRIPTION AND SKETCH - NOT A BOUNDARY SURVEY



LEGAL DESCRIPTION

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THENCE NORTH 89°21'04" EAST, 187.36 FEET, TO THE END OF SAID EASEMENT.

CONSULTING ENGINEERS
 SURVEYING & MAPPING INC.
 STATE OF FLORIDA
 CERTIFICATE OF AUTHORIZATION
 #LB7121
 ROBERT J. HILL, P.S.M. 4888 DATE

DWG # \BUNCH\EASEMENT-UTILITY

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

Strap Number:

12-46-23-00-00004.0000

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 Mastique Development, 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.

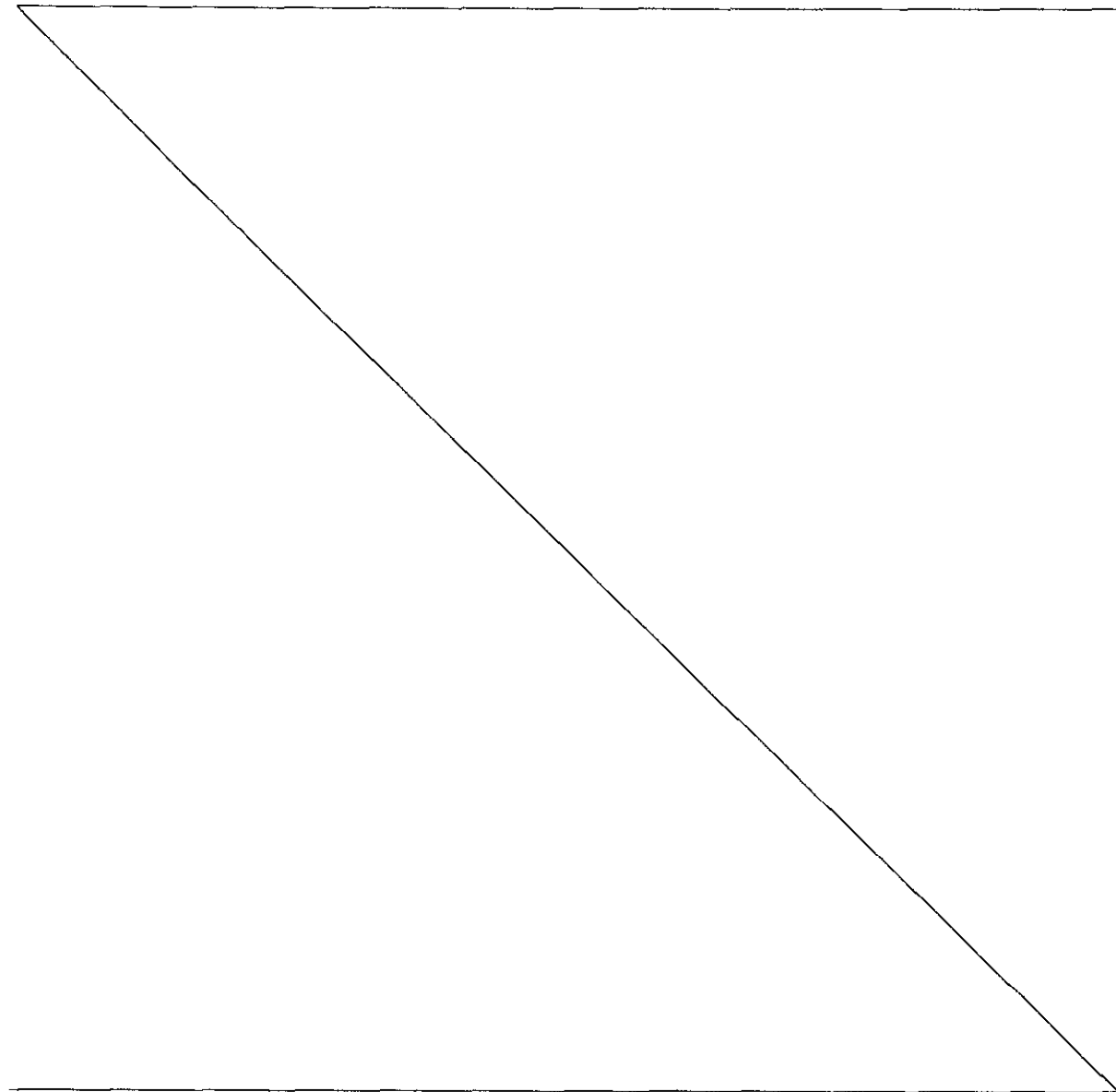
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Carol L. Wirebaugh

[1st Witness' Signature]

Carol L. Wirebaugh

[Type or Print Name]

Kevin L. Higginson

[2nd Witness' Signature]

Kevin L. Higginson

[Type or Print Name]

BY:

[Signature]

[Signature Grantor's/Owner's]

JOHN REISMAN

[Type or Print Name]

MANAGER

[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 23rd day of NOVEMBER 2004 by JOHN REISMAN who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Elaine C. Sparling

[Signature of Notary]

ELAINE C. SPARLING

[Typed or Printed Name]



Elaine C. Sparling
Commission # DD 055965
Expires Sep. 10, 2005
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

**ACTION BY WRITTEN CONSENT OF
THE MANAGER OF
MASTIQUE DEVELOPMENT, LLC**

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| John Reisman | President |
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IN WITNESS WHEREOF, the undersigned, the Manager of the Company hereby executes this Action as and for the written consent of the Manager, effective the 15th day of NOVEMBER, 2002.



JOHN REISMAN, MANAGER