

**LEE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY** **BLUE SHEET NO: 20050048 -UTL**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve final acceptance, by Resolution and recording of one (1) utility easement, as a donation of a gravity main extension serving *Shoppes at Fiddlesticks*. This is a developer contributed asset project located on the south side of Daniels Parkway approximately 600' west of Fiddlesticks Boulevard.

**WHY ACTION IS NECESSARY:**

To provide sanitary sewer service to this proposed future commercial development.

**WHAT ACTION ACCOMPLISHES:**

Provides adequate utility infrastructure to support development of the subject property and complies with the Lee County Utilities Operations Manual.

**2. DEPARTMENTAL CATEGORY: 10**  
**COMMISSION DISTRICT #: 5**

*C10G*

**3. MEETING DATE:**

*02-01-2005*

**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: 1/18/05

**7. BACKGROUND:**

The Board granted permission to construct on 07/08/03, Blue Sheet #20030694.  
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.  
 Satisfactory closed circuit television inspection of the gravity collection system has been performed.  
 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.  
 The engineer of record requested Lee County Utilities permit the gravity main extension as a "dry line" so that the developer could construct the sewer line under the access road to allow for future sewer service to adjacent properties without damaging the road at a later date.  
 No connection/capacity fees are due in relation to this project at this time. Applicable fees will be collected when the commercial development is constructed.  
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 21 TOWNSHIP 45S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

**MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL**

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: <i>1/18/05</i>	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: <i>1/18</i>	<i>S. Coovert</i> S. Coovert Date: <i>1/18</i>	<i>PM</i> <i>1/19/05</i>	<i>OK</i> <i>1/20/05</i>	<i>OK</i> <i>1/19/05</i>	<i>OK</i> <i>1/19/05</i>	<i>J. Lavender</i> Date: <i>1/18/05</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *1/18/05*  
 Time: *4:15*  
 Forwarded To:  
*Admin 1/19/05*

RECEIVED BY  
 COUNTY ADMIN:  
*1/19/05*  
*9:45 am SW*  
*1/19/05*



**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) →

21452500000011040

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:**

**TALAMH ASSOCIATES LLC**

Last First MI Corporate Name (if applicable)

2100 ELECTRONICS LN FORT MYERS FL 33912

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

**RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS**

Last First MI Corporate Name (if applicable)

P. O. BOX 398 FT. MYERS FL 33902 (239) 4798181

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

Month / Day / Year

\$ (Round to the nearest dollar.)

Property  
 Located In

Lee

6. Type of Document

Contract/Agreement  
 for Deed  Other  
 Warranty  
 Deed  Quit Claim  
 Deed

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

YES  /  NO

(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

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

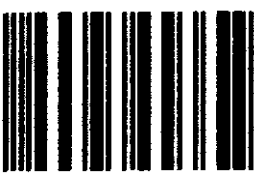
Date

1/18/08

WARNING - FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY  
 OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

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

**This copy to Property Appraiser**



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



FDOR10240300  
DR-219  
R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9

0123456789

21452500000011040

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:**

**TALAMH ASSOCIATES LLC**

Last First MI Corporate Name (if applicable)  
**2100 ELECTRONICS LN FORT 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 2394798181**

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

\$ . 0 0 Property Located in 46 County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document

Contract/Agreement for Deed  Other

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

YES NO

Warranty Deed  
Quit Claim Deed

(Round to the nearest dollar.) \$ . 0 0

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

YES NO

9. Was the sale/transfer financed? YES

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

Conventional

Seller Provided

Agreement or Contract for Deed

Other

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

Residential

Commercial

Industrial

Agricultural

Institutional/  
Miscellaneous

Government

Vacant

Acreage

Timeshare

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

YES

NO \$ . 0 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/her has any knowledge.

Signature of Grantor or Grantee or Agent

Date

1/18/05

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 Department of Revenue</b>	
O. R. Book and Page Number and File Number	
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 "Talamh Associates, LLC", owner of record, to make a contribution to Lee County Utilities of sewer facilities (gravity main extension), serving "**SHOPPES AT FIDDLESTICKS**"; 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 **\$28,638.00** 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

COPY

LETTER OF COMPLETION

DATE: 12/21/2004

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

Gentlemen:


This is to certify that the **gravity collection** system located in  
Shoppes at Fiddlesticks Access Road  
(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:  
**Low Pressure Test(s) - Gravity Main      TV Inspection, Mandrill - Gravity Main**

Very truly yours,

Reed Jarvi P.E. Vanasse & Daylor, LLP  
(Owner or Name of Corporation)

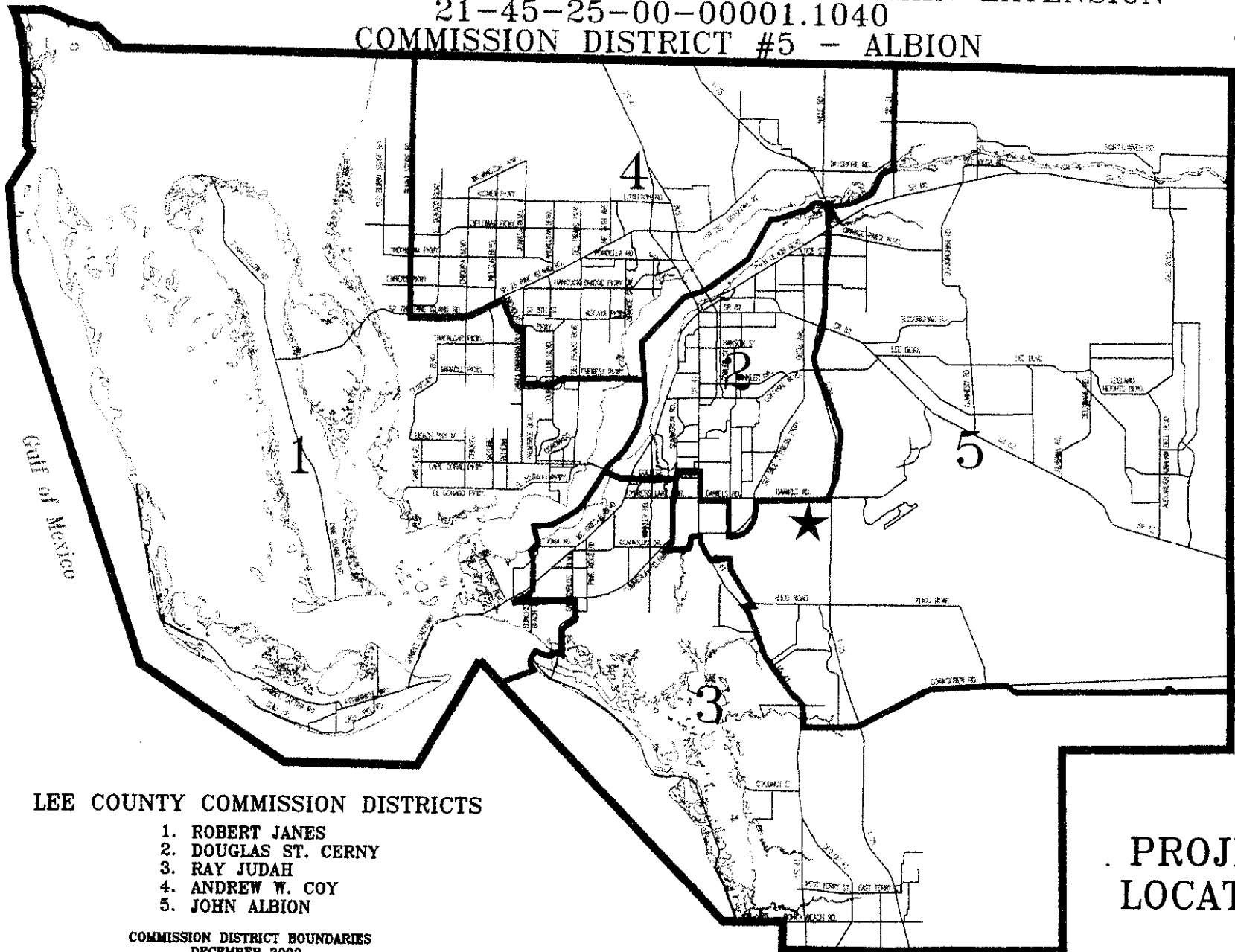
  
\_\_\_\_\_  
(Signature) #40156

12/21/04  
P.E. #40156  
(Title)

(Seal of Engineering Firm)



SHOPPES AT FIDDLESTICKS - GRAVITY MAIN EXTENSION  
21-45-25-00-00001.1040  
COMMISSION DISTRICT #5 - ALBION



LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JANES
- 2. DOUGLAS ST. CERNY
- 3. RAY JUDAH
- 4. ANDREW W. COY
- 5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

PROJECT  
LOCATION

SHOPPES AT FIDDLESTICKS - GRAVITY MAIN EXTENSION

COMMISSION DISTRICT #5 - ALBION

DANIELS PKWY

DANIELS PKWY

SUBJECT PARCEL

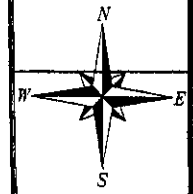
00001  
1040

CODY LEE RD

FIDDLESTICKS BLVD

FIDDLESTICKS BLVD

POND



21-45-25-00-00001.1040

DANIELS PARKWAY

COPY

COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the sewer systems of SHOPPES @ FIDDLESTICKS ACCESS ROAD 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.

STEVEN R. GOBLE  
(NAME OF OWNER/CONTRACTOR)

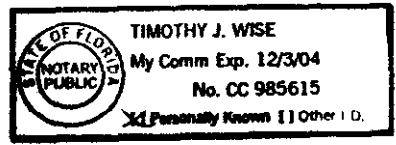
BY:   
(SIGNATURE OF OWNER/CONTRACTOR)

STATE OF FL )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 5 th day of DEC, 2003 by STEVEN R. GOBLE who is personally known to me - \_\_\_\_\_, and who did take an oath.

  
Notary Public Signature

TIMOTHY J. WISE  
Printed Name of Notary Public



(Notary Seal & Commission Number)



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

RECEIVED  
APR 09 2004  
BY:

The undersigned lienor, in consideration of the final payment in the amount of twenty eight thousand six hundred thirty eight dollars (\$28638.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to TALAMH ASSOCIATES L.L.C. on the job of Shoppes at Fiddlesticks Access Road Extension to the following described property:

Shoppes at Fiddlesticks Access Road Extension  
(Name of Development/Project)

gravity collection system  
(Facilities Constructed)

Daniels Parkway and Fiddlesticks Boulevard, Fort Myers, FL  
(Location)

21-45-25-00-00001.1040  
(Strap # or Section, Township & Range)

Dated on: April 5, 2004

By: [Signature]  
(Signature of Authorized Representative)

GULF COAST UNDERGROUND, INC.  
(Name of Firm or Corporation)

By: STEVEN R. GOBLE  
(Print Name of Authorized Representative)

3551 METRO PARKWAY  
(Address of Firm or Corporation)

Title: PRESIDENT

Ft MYERS, FL 33916-  
(City, State & Zip Of Firm Or Corporation)

Phone #: (239)274-9504 Ext.

Fax#: (239)274-9505

STATE OF FL )  
 ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 5 st day of April, 2004 by STEVEN R. GOBLE who is personally known to me, and who did take an oath.

[Signature]  
(Notary Public Signature)

(Notary Seal & Commission Number)

(Printed Name of Notary Public)  
**CHRISTINE M. MYERS**  
MY COMMISSION # DD 090453  
EXPIRES: May 17, 2006  
Notary Public - State of Florida

APR 23 2004

**CERTIFICATION OF CONTRIBUTORY ASSETS**

PROJECT NAME: SHOPPES @ FIDDLESTICKS ACCESS ROAD

---

STRAP NUMBER: 21-45-25-00-00001.1040

---

LOCATION: DANIELS PARKWAY FT. MYERS, FL.

---

OWNER'S NAME: TALAMH ASSOCIATES L.L.C.

---

OWNER'S ADDRESS: 2100 ELECTRONICS LANE

---

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	8"	722	LF	\$29.00	\$20,938.00
MANHOLE	4 FT	2	EA	\$2,800.00	\$5,600.00
SINGLE SEWER SERVICE W/CLEANOUT	6"	3	EA	\$700.00	\$2,100.00
<b>TOTAL</b>					<b>28638.00</b>

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

11.5

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 *Steven R. Goble*  
(Signature of Certifying Agent)

STEVEN R. GOBLE - PRESIDENT  
(Name & Title of Certifying Agent)

GULF COAST UNDERGROUND, INC.  
(Name of Firm or Corporation)

3551 METRO PARKWAY  
(Address of Firm or Corporation)

FT ,MYERS, FL 33916 -

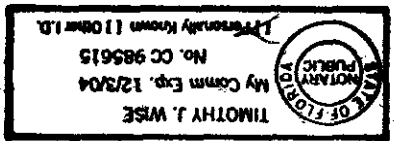
STATE OF FL )  
                  ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 5 th day of DEC, 2003 by STEVEN R. GOBLE who is personally known to me - \_\_\_\_\_, and who did take an oath.

*Timothy J. Wise*  
Notary Public Signature

TIMOTHY J. WISE  
Printed Name of Notary Public

CC 985615  
Notary Commission Number



(NOTARY SEAL)

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

Strap Number:

21-45-25-00-00001.1 040



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 Talamh Associates, L.L.C., 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.

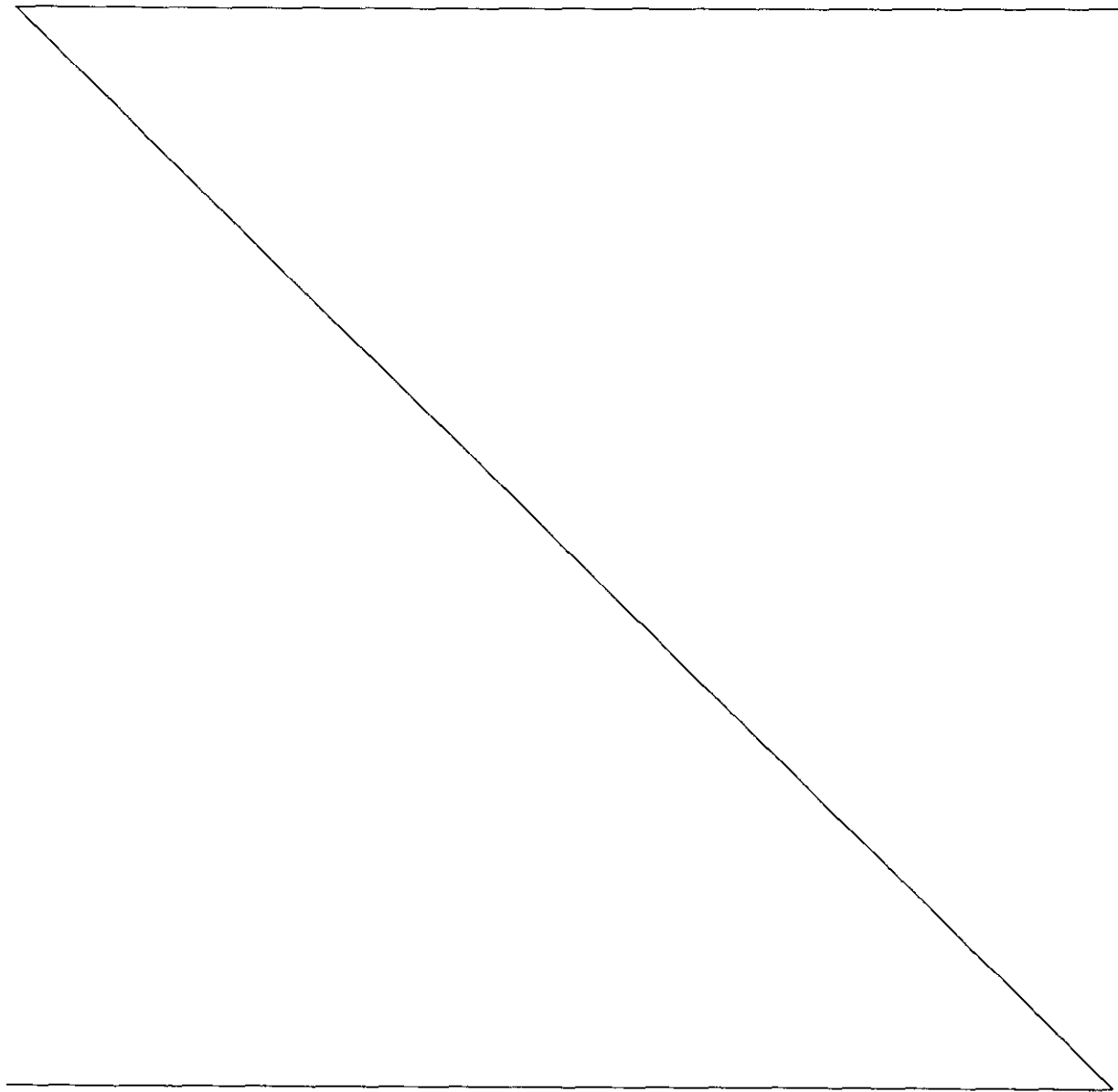
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Lorraine M. Heist  
[1<sup>st</sup> Witness' Signature]

Lorraine M. Heist  
[Type or Print Name]

Judith A. Conant  
[2<sup>nd</sup> Witness' Signature]

Judith A. Conant  
[Type or Print Name]

BY:

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

James A. Dwyer, III  
[Type or Print Name]

Member / Manager  
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 16<sup>th</sup> day of Sept. 2004 by James A. Dwyer, III who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Dawn K. Center

[Signature of Notary]

Dawn K. Center

[Typed or Printed Name]



Dawn K. Center  
MY COMMISSION # DD093611 EXPIRES  
March 15, 2006  
BONDED THRU TROY FAIN INSURANCE, 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

JAD



Exhibit "A"

DESCRIPTION

A STRIP OF LAND BEING A 40 FOOT WIDE UTILITY EASEMENT, BEING A PART OF SECTION 21, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE NORTH  $00^{\circ}56'13''$  WEST ALONG THE EAST LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION 21, A DISTANCE OF 2245.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH  $89^{\circ}03'47''$  WEST, A DISTANCE OF 182.80 FEET; THENCE SOUTH  $00^{\circ}56'13''$  EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH  $89^{\circ}03'47''$  WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH  $00^{\circ}56'13''$  WEST, A DISTANCE OF 6.00 FEET; THENCE SOUTH  $89^{\circ}03'47''$  WEST, A DISTANCE OF 499.97 FEET; THENCE NORTH  $00^{\circ}56'13''$  WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH  $89^{\circ}03'47''$  EAST, A DISTANCE OF 702.77 FEET TO A POINT ON SAID EAST LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 21; THENCE SOUTH  $00^{\circ}56'13''$  EAST ALONG SAID EAST LINE, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 28230.80 SQUARE FEET.

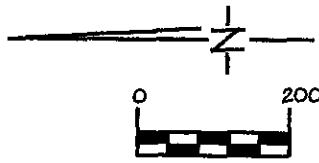
THE BEARINGS ARE BASED ON THE CENTERLINE OF DANIELS ROAD, BEING NORTH  $88^{\circ}41'25''$  EAST AS AN ASSUMED MERIDIAN.

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

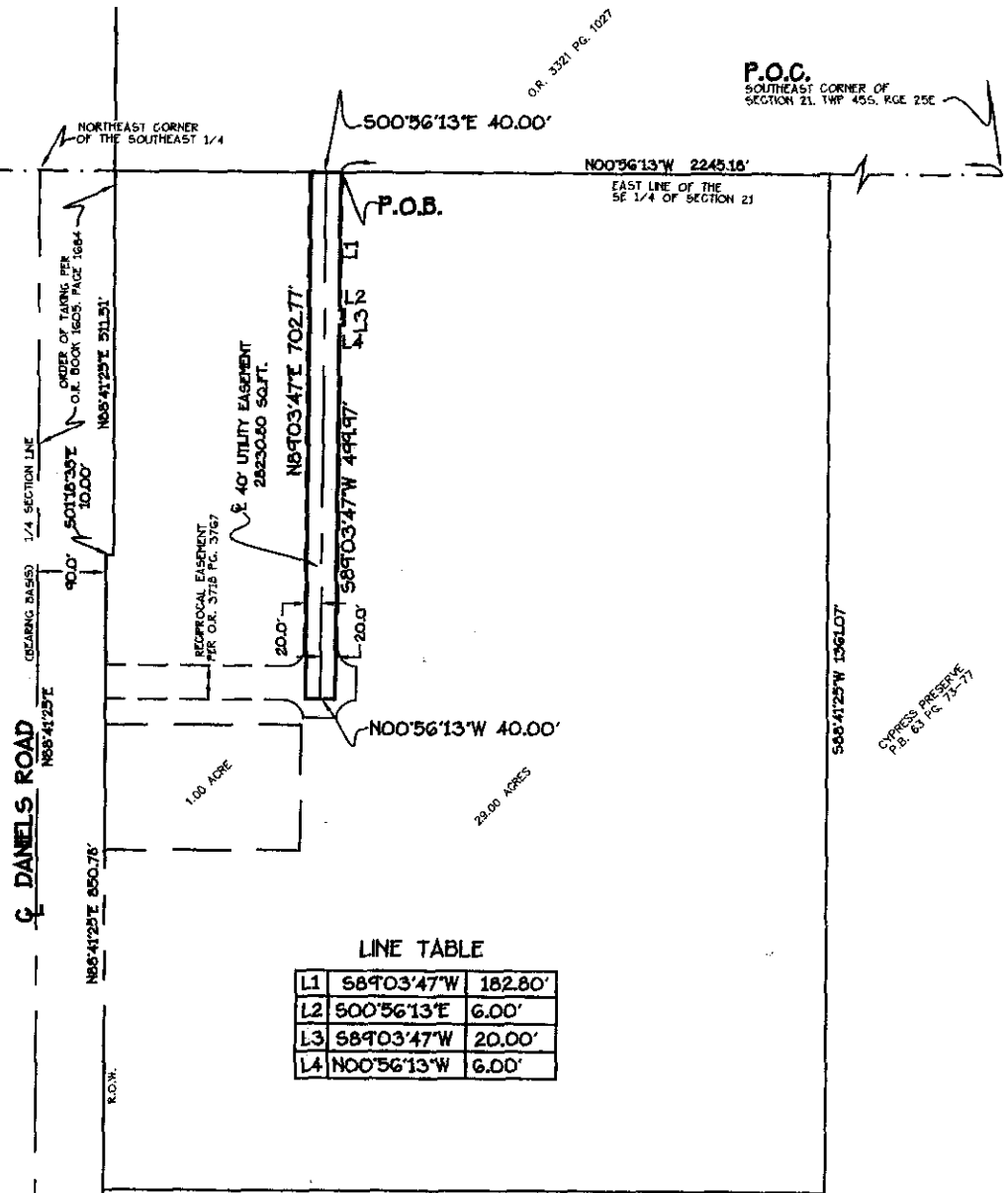


DONALD D. SMITH, P.S.M.  
FLORIDA REGISTRATION NO. 4078  
DATE SIGNED: 11-3-04

(NOT A SURVEY)  
 SKETCH  
 OF  
 DESCRIPTION  
 SEC. 21, TWP. 45S., RNG. 25E.



P.O.C.  
 SOUTHEAST CORNER OF  
 SECTION 21, TWP. 45S., RGE. 25E



LINE TABLE

L1	S89°03'47"W	182.80'
L2	S00°56'13"E	6.00'
L3	S89°03'47"W	20.00'
L4	N00°56'13"W	6.00'

LEGEND

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- O.R. = OFFICIAL RECORDS
- P.G. = PAGE
- P.B. = PLAT BOOK
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- ROW = RIGHT OF WAY
- SQ. FT. = SQUARE FEET

SHEET 2 OF 2



**MORRIS - DEPEW ASSOCIATES, INC.**

ENGINEERS \* PLANNERS \* SURVEYORS \* MAPPERS  
 2216 Altamont Avenue \* Fort Myers, Florida 33901 \* (239) 337-3993 \* FAX 337-3994

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

I:\04031\daniels falls\04031 assessments\dwg\04031 sanitary easement.dwg 11/14/2004 9:32:38 AM dsmith

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING  
(Department)

V#111463  
BS 20050048-UTL

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for SHOPPES AT FIDDLESTICKS project.  
EASEMENT: TALAMH ASSOCIATES LLC

ACCOUNT NO. OD5360748700.504930

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



SUE GULLEDGE Signature Authorization  
1-13-05

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 - 3<sup>rd</sup> Floor  
Fort Myers, Florida 33901

Strap Number:

21-45-25-00-00001.1 040

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 Talamh Associates, L.L.C., 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.

*JAD*

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.

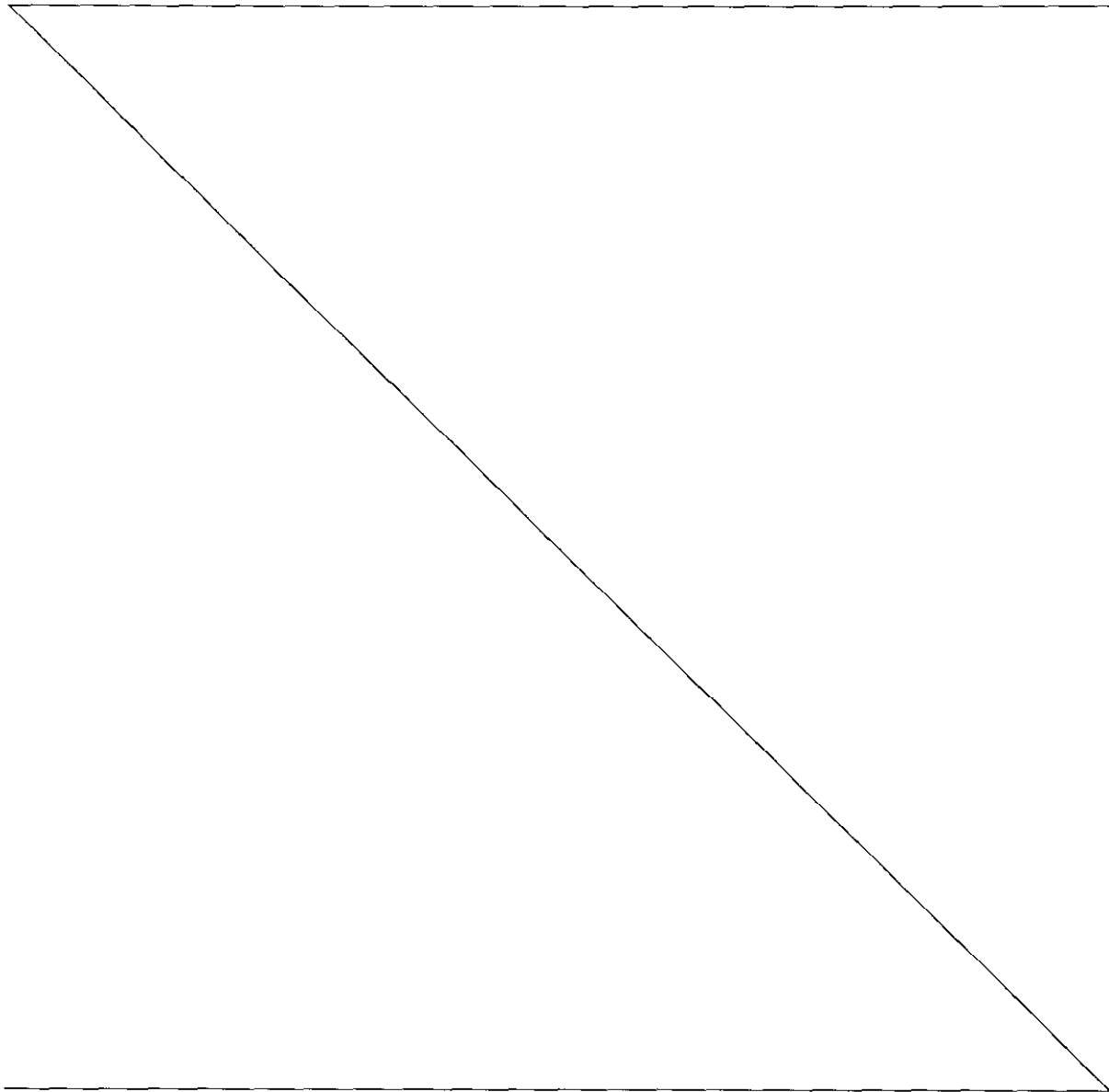
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Lorraine M. Heist

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

Lorraine M. Heist

[Type or Print Name]

Judith A. Conant

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

Judith A. Conant

[Type or Print Name]

BY:

[Signature]

[Signature Grantor's/Owner's]

James A. Dwyer, III

[Type or Print Name]

Member / Manager

[Title]

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 16<sup>th</sup> day of Sept. 2004 by James A. Dwyer, III who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Dawn K. Center

[Signature of Notary]

Dawn K. Center

[Typed or Printed Name]



Dawn K. Center  
MY COMMISSION # DD093611 EXPIRES  
March 15, 2006  
BONDED THRU TROY FAIN INSURANCE, 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



Exhibit "A"

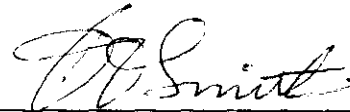
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