

**Lee County Board of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20050912-UTL**

**1. Action Requested/Purpose:**

Approve final acceptance by Resolution and recording of two (2) utility easements as a donation of water main, gravity main and force main extensions and one (1) lift station to provide potable water service, fire protection and sanitary sewer service to *Belle Lago, Phase 1 'U' - Caladesi Drive*, a phased residential development. This is a developer contributed asset project located on the north side of Estero Parkway approximately 2/3 mile east of South Tamiami Trail.

**2. What Action Accomplishes:**

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

**3. Management Recommendation:**

Lee County Utilities requests that the County Manager's office recommend approval of this item.

**4. Departmental Category: 10**

*CIOG*

**5. Meeting Date:**

*08-02-2005*

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**7. Requirement/Purpose (specify)**

- Statute
- Ordinance
- Admin. Code
- Other  Approval

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department **Public Works**  
 Division **Utilities**  
 By: *Rick Diaz* **4/23/05**  
 Rick Diaz, P. E., Utilities Director

**9. Background:**

This project is located within the former Gulf Environmental Services' service area, therefore 'Permission to Construct' was not granted by the Board and there is no previous Blue Sheet number. The installation has been inspected for 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. (L/S#7798) Record Drawings 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 21 TOWNSHIP 46S RANGE 25E DISTRICT #5 COMMISSIONER ALBION

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>J. Lavender</i> Date: <i>6-24-05</i>	N/A	N/A	<i>NO</i> T. Osterhout Date: <i>6/23</i>	S. Coovert Date:	<i>P.M.</i> <i>6/27/05</i>	<i>MF</i> <i>6/27/05</i>	<i>AS</i> <i>6/27/05</i>	<i>6/23/05</i>	<i>J. Lavender</i> Date: <i>6-24-05</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty  
 Date: *6-24-05*  
 Time: \_\_\_\_\_  
 Forwarded To: *[Signature]*

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
*6-24-05*  
*Npm*  
 COUNTY ADMIN: *[Signature]*  
 FORWARDED TO: *[Signature]*  
*6/24/05*  
*11:25*

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, it is the desire of "Toll Estero, LP", owner of record, to make a contribution to Lee County Utilities of water facilities (water main extension) and sewer facilities (gravity main, force main extension, one lift station) serving "**BELLE LAGO, PHASE 1U-CALADESI DRIVE**"; 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 **\$152,658.00** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

- Commissioner Bob Janes: \_\_\_\_\_ (1)
- Commissioner Douglas St. Cerny: \_\_\_\_\_ (2)
- Commissioner Ray Judah: \_\_\_\_\_ (3)
- Commissioner Tammy Hall: \_\_\_\_\_ (4)
- Commissioner John Albion: \_\_\_\_\_ (5)

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

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

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

APPROVED AS TO FORM

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

LETTER OF COMPLETION

DATE: 2/15/2005

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

Gentlemen:


This is to certify that the **water distribution and sanitary sewer** systems located in  
Belle Lago Phase 1 - Caladesi Drive  
(Name of Development)

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

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

Very truly yours,

Strickland T. Smith, P.E. (FL Reg. # 50652)  
(Owner or Name of Corporation)

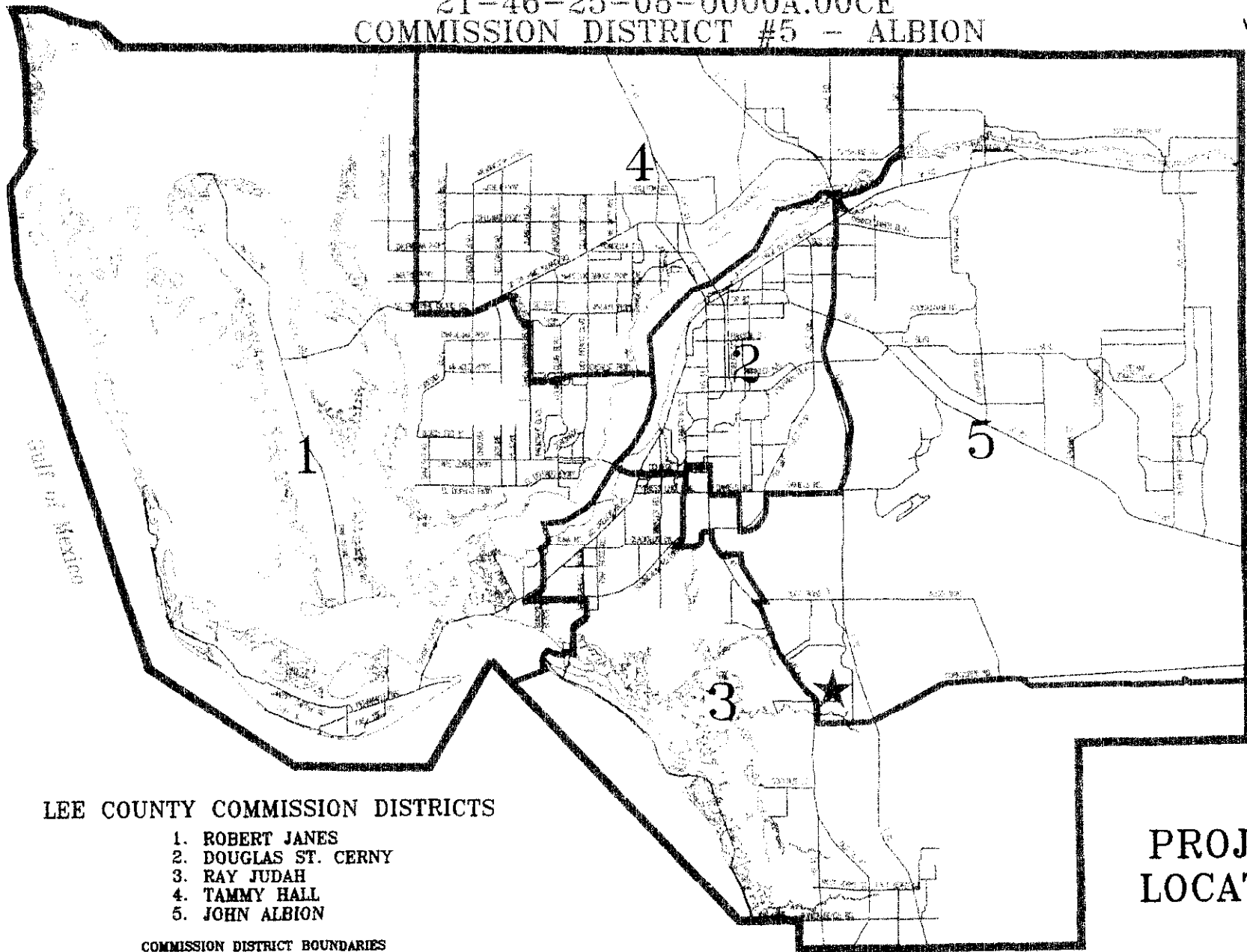
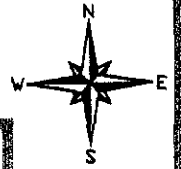
 2.15.05  
(Signature)

Vice President of Heidt and Associates, Inc.  
(Title)

(Seal of Engineering Firm)



BELLE LAGO, PHASE 1 - CALADESI DRIVE  
21-46-25-08-0000A.00CE  
COMMISSION DISTRICT #5 - ALBION



LEE COUNTY COMMISSION DISTRICTS

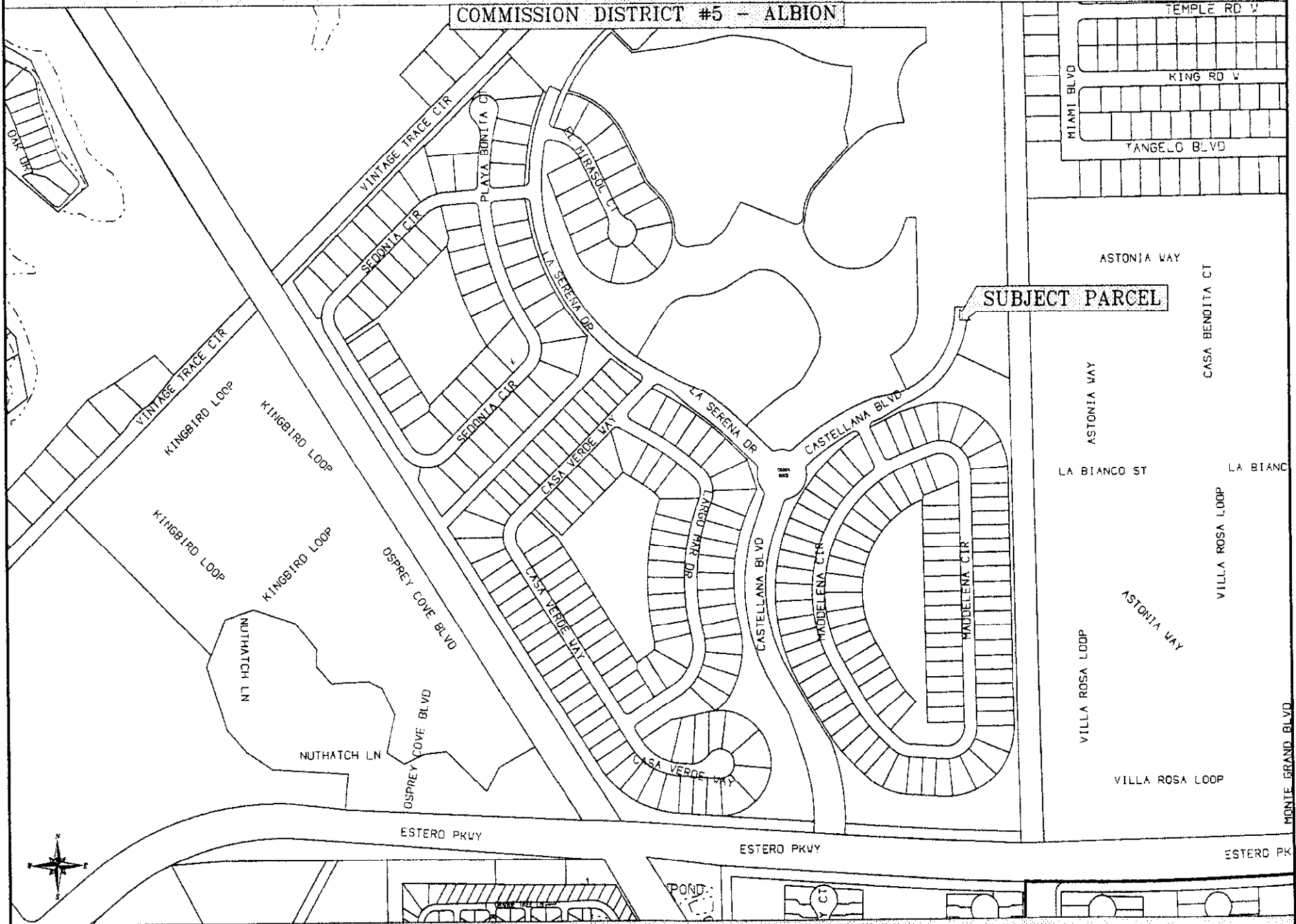
1. ROBERT JANES
2. DOUGLAS ST. CERNY
3. RAY JUDAH
4. TAMMY HALL
5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

PROJECT  
LOCATION

# BELLE LAGO - PHASE I - CALADESI DRIVE

COMMISSION DISTRICT #5 - ALBION



SUBJECT PARCEL

21-46-25-08-0000A.00CE

CALADESI DRIVE

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of Belle Lago, Phase 1 - Caladesi Drive 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.

Sun Coast Underground  
(NAME OF OWNER/CONTRACTOR)


BY: [Signature]  
(SIGNATURE OF OWNER/CONTRACTOR)  
Mark LaForce, Secretary

STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 11 th day of APR, 2005 by Mark LaForce who is personally known to me - cousin , and who did not take an oath.

[Signature]  
Notary Public Signature

Andrew LaForce  
Printed Name of Notary Public

 Andrew D. LaForce  
Commission # DD134018  
Expires July 15, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)

RECEIVED APR 14 2005

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

The undersigned lienor, in consideration of the final payment in the amount of One hundred fifty-two thousand six hundred fifty-eight & 00/100(\$152,658.00 ) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Toll Estero, L.P. on the job of Belle Lago, Phase 1 - Caladesi Drive to the following described property:

Belle Lago, Phase 1 - Caladesi Drive  
(Name of Development/Project)

water distribution and sanitary sewer systems  
(Facilities Constructed)

Caladesi Drive  
(Location)

21-46-25-08-0000A.00CE  
(Strap # or Section, Township & Range)

Dated on: 4/11, 2005

By: [Signature]  
(Signature of Authorized Representative)

Sun Coast Underground  
(Name of Firm or Corporation)

By: Mark LaForce  
(Print Name of Authorized Representative)

17259 Jean Street  
(Address of Firm or Corporation)

Title: Secretary


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

Phone #: (239)454-2600 Ext.

Fax#: (239)454-9200

STATE OF FL )  
                          ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 11 th day of April, 2005 by Mark LaForce who is personally known to me - \_\_\_\_\_, and who did not take an oath.



Pamela A Eck  
My Commission DD042841  
Expires July 17 2006

(Notary Seal & Commission Number)

[Signature]  
(Notary Public Signature)

Pamela A. Eck  
(Printed Name of Notary Public)





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]  
(Signature of Certifying Agent)

Mark LaForce, Secretary  
(Name & Title of Certifying Agent)

Sun Coast Underground  
(Name of Firm or Corporation)

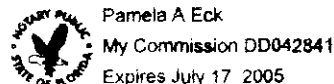
17259 Jean Street  
(Address of Firm or Corporation)

Fort Myers, FL 33912 -

STATE OF FL )  
                  ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 11 th day of April, 2005 by Mark LaForce who is personally known to me - \_\_\_\_\_, and who did not take an oath.

[Signature]  
Notary Public Signature



Pamela A. Eck  
Printed Name of Notary Public

DD042841  
Notary Commission Number

(NOTARY SEAL)

**CERTIFICATION OF CONTRIBUTORY ASSETS**

PROJECT NAME: Belle Lago, Phase 1 - Caladesi Drive  
 STRAP NUMBER: 21-46-25-08-0000A.00CE  
 LOCATION: Caladesi Drive  
 OWNER'S NAME: (as shown on Deed) Toll Estero Limited Partnership  
 OWNER'S ADDRESS: 28341 Tamiami Trail, Suite 4  
 OWNER'S ADDRESS: Bonita Springs, FL 34134-

TYPE UTILITY SYSTEM: SANITARY SEWER

(Please provide separate 'Certifications' for potable water, sanitary sewer and effluent reuse facilities.)

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

Please list each element of the system from the drop-down list provided.

<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"	694.0	LF	\$20.00	\$13,880.00
PVC SDR-26 Gravity Main	10"	51.0	LF	\$36.00	\$1,836.00
SINGLE SEWER SERVICE W/CLEANOUT	6"	1.0	EA	\$500.00	\$500.00
DOUBLE WATER SERVICE/COMPLETE	6"	3.0	EA	\$500.00	\$1,500.00
MANHOLE	4'	4.0	EA	\$2,750.00	\$11,000.00
MANHOLE	6'	1.0	EA	\$7,050.00	\$7,050.00
PVC C-900 DR-18 Force Main	6"	495.0	LF	\$11.50	\$5,692.50
PVC C-900 DR-14 Force Main	6"	120.0	LF	\$19.50	\$2,340.00
LIFT STATION		1.0	EA	\$85,000.00	\$85,000.00
<b>TOTAL</b>					<b>\$128,798.50</b>

(If more space is required, use additional forms(s).)



RECEIVED APR 14 2005

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]  
(Signature of Certifying Agent)

Mark LaForce, Secretary  
(Name & Title of Certifying Agent)

Sun Coast Underground  
(Name of Firm or Corporation)

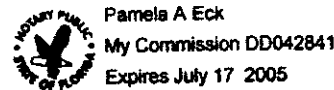
17259 Jean Street  
(Address of Firm or Corporation)

Fort Myers, FL 33912 -

STATE OF FL )  
                  ) SS:  
COUNTY OF LEE )

The foregoing instrument was signed and acknowledged before me this 11 th day of April, 2005 by Mark LaForce who is personally known to me - \_\_\_\_\_, and who did not take an oath.

[Signature]  
Notary Public Signature



Pamela A. Eck  
Printed Name of Notary Public

DD042841  
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(s):  
21-46-25-08-0000N.0000 and  
21-46-25-08-0000D.00CE

THIS SPACE RESERVED FOR RECORDING

### **GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #1**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between Toll Estero Limited Partnership, 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.

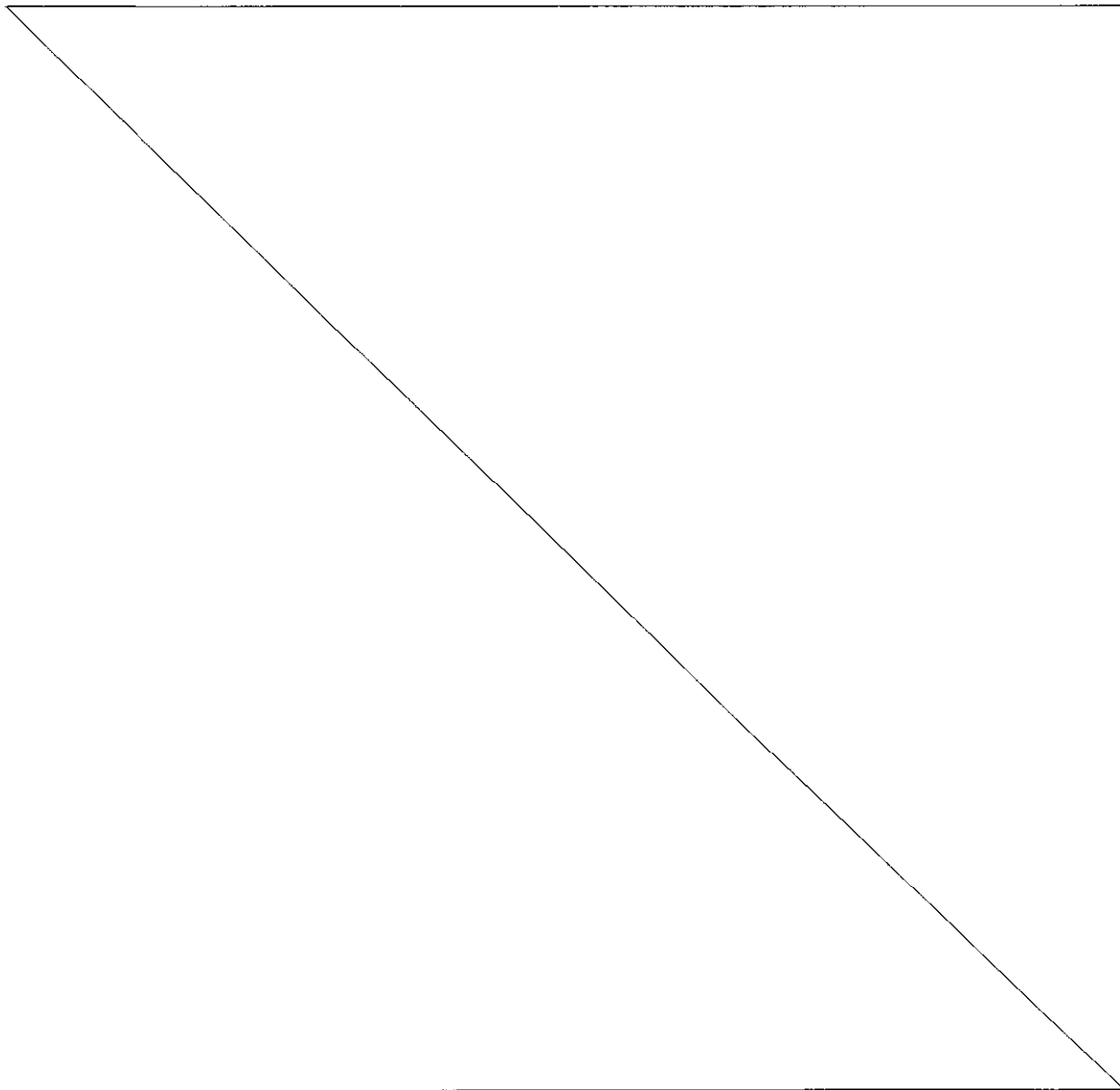
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

John H. Musto

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

JOHN H. MUSTO

[Type or Print Name]

Richard Henderson

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

RICHARD HENDERSON

[Type or Print Name]

BY:

Ken Thirtyacre

[Signature Grantor's/Owner's]

Ken Thirtyacre, Asst. VP of Toll GP Corp.,

[Type or Print Name]

as the General Partner of Toll Estero Limited Partnership

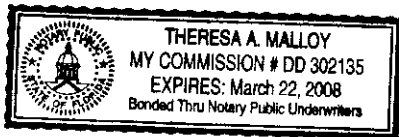
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 15 day of March 2005, by Ken Thirtyacre who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Theresa A. Malloy

[Signature of Notary]

Theresa A. Malloy

[Typed or Printed Name]

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

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

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

APPROVED AS TO FORM

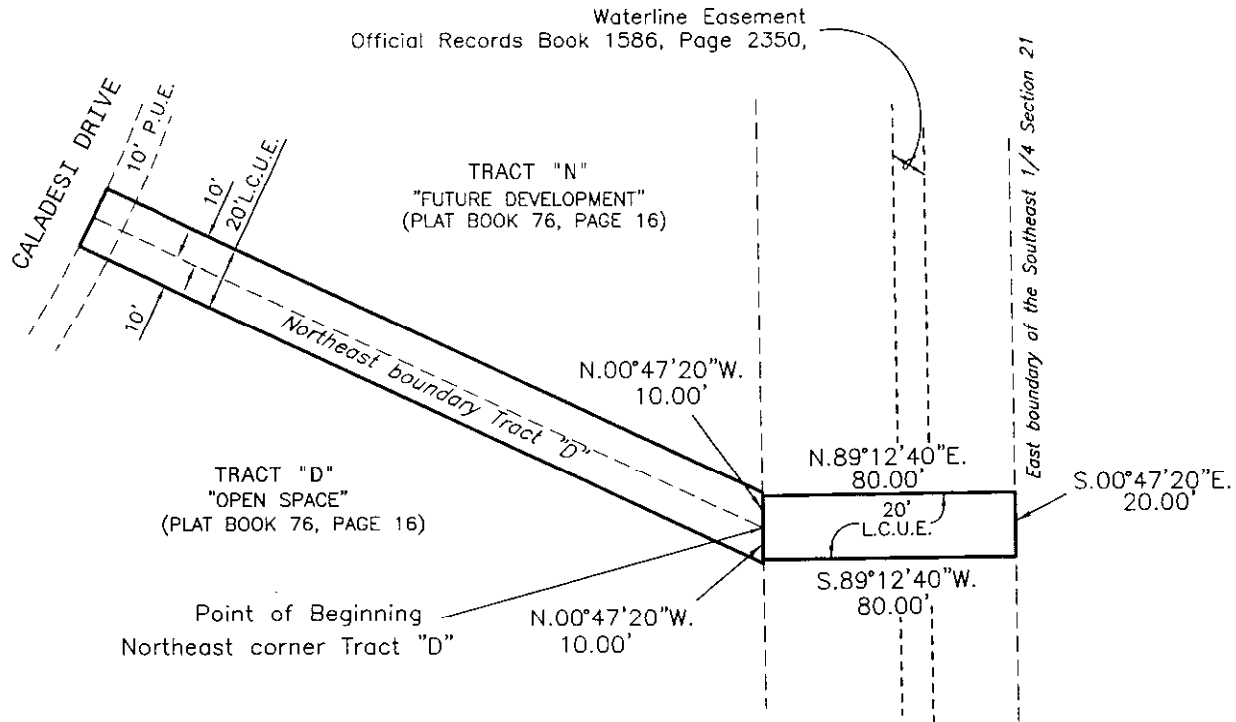
BY: \_\_\_\_\_  
Office of the County Attorney



#1

# LEGAL DESCRIPTION & SKETCH

Bearings are based on the East boundary of Tract "N" having a bearing of N.00°47'20"W.



## LEE COUNTY UTILITY EASEMENT NO. 1 AT BELLE LAGO SECTION 21, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY

A parcel of land lying in Section 21, Township 46 South, Range 25 East, also being a portion of Tracts "D" and "N" of Belle LAGO according to the plat thereof as recorded in Plat Book 76 at page 16 of the Public Records of Lee County, Florida and being more particularly described as follows:

The TEN (10) feet North and South of the following described line:

The Northeast boundary line of Tract "D" of Belle LAGO according to the plat thereof as recorded in Plat Book 76 at page 16 of the public records of Lee County.

Together with the following described parcel

BEGINNING at the Southeast Corner of Tract "N" of Belle LAGO according to the plat thereof as recorded in Plat Book 76 at page 16 of the public records of Lee County thence along the East boundary of said Tract "N", N.00°47'20"W., 10.00 feet; thence N.89°12'40"E., 80.00 feet to a point of intersection with the East boundary of the Southeast one-quarter of Section 21; thence along said East boundary S.00°47'20"E., 20.00 feet; thence S.89°12'40"W., 80.00 feet to a point on the East boundary of Tract "D" of said Belle LAGO; thence along the said East boundary N.00°47'20"W., 10.00 feet to the POINT OF BEGINNING.

### EXHIBIT "A"

DESCRIPTION SKETCH (NOT A SURVEY)

#### LEGEND

L.C.U.E. - LEE COUNTY UTILITY EASEMENT  
P.U.E. - PUBLIC UTILITY EASEMENT  
OR - OFFICIAL RECORDS BOOK

RANDALL L. HENDRA  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6091

DATE: 2/23/2005

PREPARED BY: **HEIDT & ASSOCIATES, Inc.**  
Tampa ♦ Fort Myers

CIVIL ENGINEERING  
PLANNING  
SURVEYING  
ENVIRONMENTAL PERMITTING  
LANDSCAPE ARCHITECTURE

Fort Myers Office  
3800 Colonial Blvd Suite 200  
Fort Myers, Florida 33912  
Phone: 941-482-7275  
FAX: 941-482-2103

SKETCH OF LEGAL DESCRIPTION FOR  
LEE COUNTY UTILITY EASEMENT NO. 1

Prepared For: **TOLL BROTHERS INC.**

SHEET 1 OF 1

Dwn. RH	Ck. SU	DWG: LCUE_LGL_1
Date: 2-23-2005		Order No.: TB2-ES
SEC. 21, TWP. 46 S, RGE. 25 E LEE COUNTY, FLORIDA		

#/

**OFFICER'S CERTIFICATE**

I, Mark J. Warshauer, Vice President of Toll FL GP Corp., a Florida corporation (the "Corporation"), do hereby certify and confirm that:

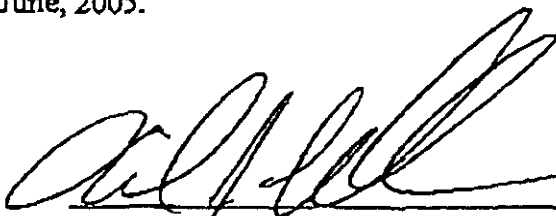
- 1. The Corporation is the general partner ("General Partner") of Toll Estero Limited Partnership, a Florida limited partnership (the "Partnership"), and as General Partner is authorized to make decisions and act on behalf of the Partnership; and
- 2. The following officers are duly appointed to the offices next to their names and are authorized, empowered and directed to execute and deliver, on behalf of the Corporation in its capacity as General Partner of the Partnership, any performance agreement, bond, escrow agreement, permit application, deed, record plat and any and all ancillary documents which may be required by various governmental municipalities and agencies, upon such terms and conditions as they deem appropriate and in the best interest of the Corporation and the Partnership:

Kenneth S. Thirtyacre  
James Manners

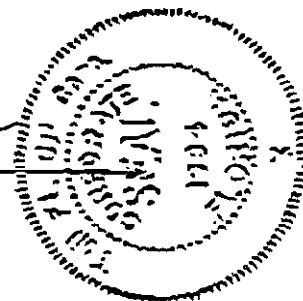
Vice President  
Assistant Vice President

- 3. This certificate remains in effect until a Notice or Certificate of Revocation is issued.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 14<sup>th</sup> day of June, 2005.



Mark J. Warshauer  
Vice President



RECEIVED JUN 20 2005

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

Strap Number(s):  
21-46-25-08-0000L.00CE

THIS SPACE RESERVED FOR RECORDING

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #2**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_  
20\_\_, by and between Toll Estero Limited Partnership, 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.

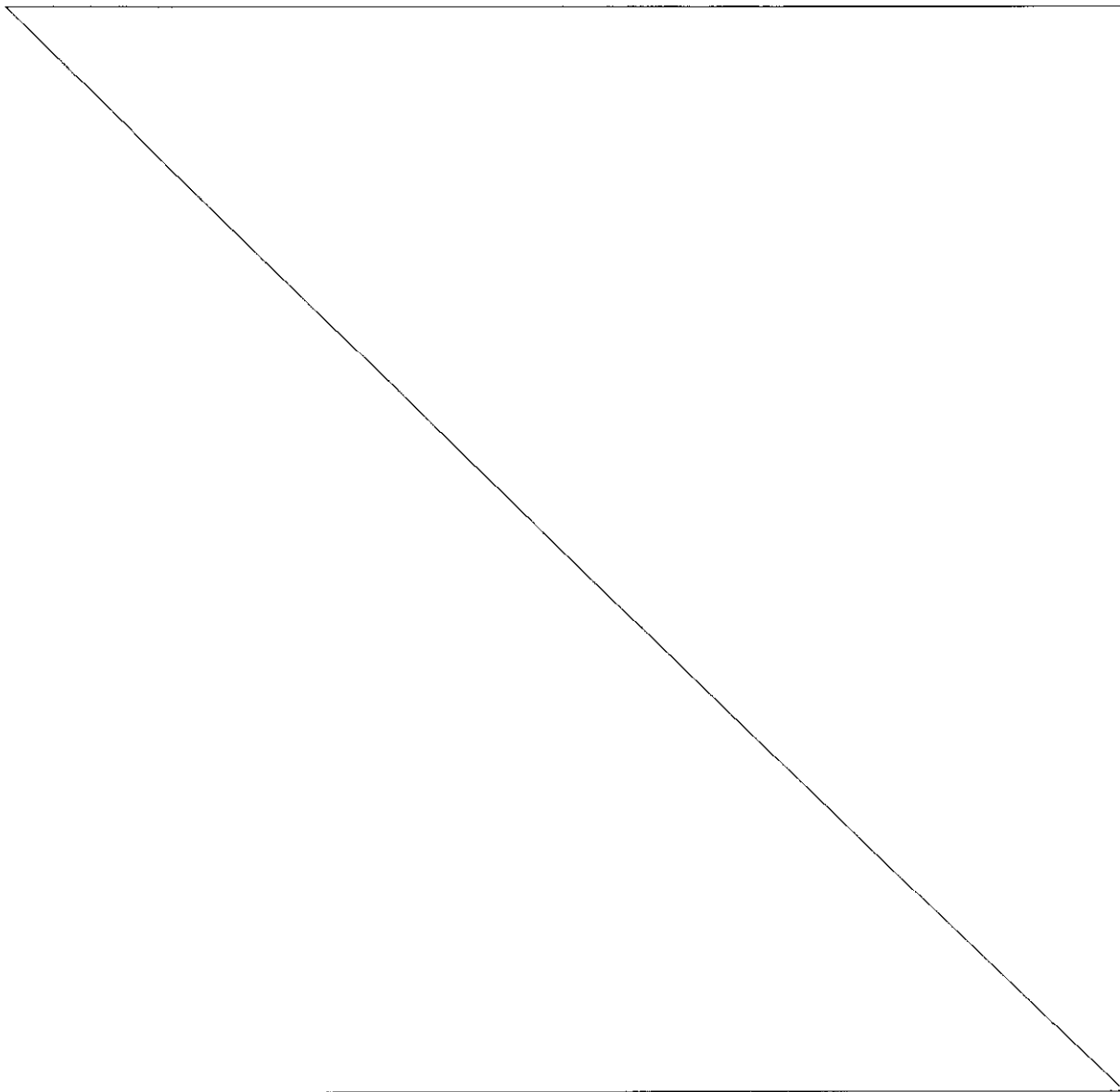
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

John H. Mustic  
[1<sup>st</sup> Witness' Signature]

JOHN H. MUSTIC  
[Type or Print Name]

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

RICHARD HENDERSON  
[Type or Print Name]

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

Ken Thirtyacre, Asst. VP of Toll GP Corp.,

[Type or Print Name]

as the General Partner of Toll Estero Limited Partnership

[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this \_\_\_ day of March 2005, by Ken Thirtyacre who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



[Signature]  
[Signature of Notary]

Theresa A. Malloy  
[Typed or Printed Name]

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

ATTEST:  
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

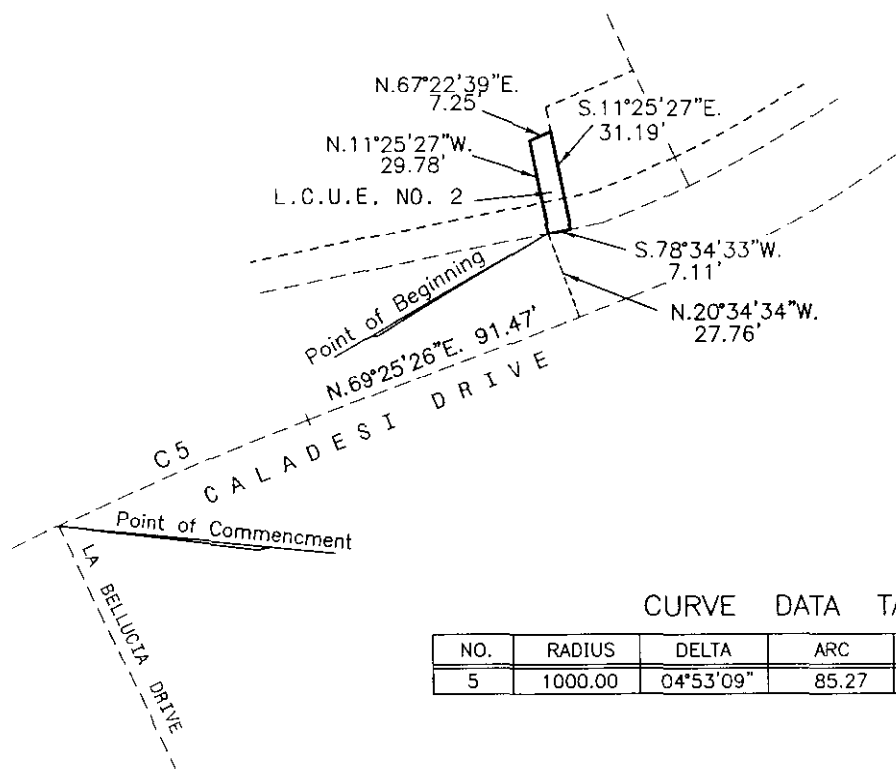
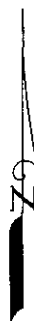
BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

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

# LEGAL DESCRIPTION & SKETCH

SCALE 1" = 60'



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
5	1000.00	04°53'09"	85.27	85.25	N.66°58'51"E.

**LEE COUNTY UTILITY EASEMENT NO. 2 AT BELLE LAGO  
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 25 EAST  
LEE COUNTY**

A parcel of land lying in Section 21, Township 46 South, Range 25 East, also being a portion of Tract "L" of Belle Lago according to the plat thereof as recorded in Plat Book 76 at Page 16 of the Public Records of Lee County, and being more particularly described as follows:

COMMENCING at the centerline intersection of Caladesi Drive and La Bullucia Drive of said Belle Lago thence along the centerline of said Caladesi Drive, Northeasterly 85.27 feet along the arc of a curve to the right having a radius of 1000.00 feet and a central angle of 4°53'09" (chord bearing N.66°58'51"E., 85.25 feet); thence N.69°25'26"E. 91.47 feet; thence N.20°34'34"W. 27.76 feet to a point on the Northerly right-of-way line of said Caladesi Drive and the POINT OF BEGINNING; thence N.11°25'27"W., 29.78 feet; thence N.67°22'39"E., 7.25 feet; thence S.11°25'27"E., 31.19 feet; thence S.78°34'33"W., 7.11 feet to the POINT OF BEGINNING.

Containing 0.005 acres, more or less.

EXHIBIT "A"

DESCRIPTION  
SKETCH  
(NOT A SURVEY)

RANDALL L. HENDRA  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6091

DATE: 2/23/05

LEGEND

L.C.U.E. - LEE COUNTY UTILITY EASEMENT  
P.U.E. - PUBLIC UTILITY EASEMENT  
OR - OFFICIAL RECORDS BOOK

PREPARED BY: **HEIDT & ASSOCIATES, Inc.**  
Tampa \* Fort Myers



CIVIL ENGINEERING  
PLANNING  
SURVEYING  
ENVIRONMENTAL PERMITTING  
LANDSCAPE ARCHITECTURE

Fort Myers Office  
3800 Colonial Blvd Suite 200  
Fort Myers, Florida 33912  
Phone: 941-482-7275  
FAX: 941-482-2103

SKETCH OF LEGAL DESCRIPTION FOR  
LEE COUNTY UTILITY EASEMENT NO. 2

Prepared For: **TOLL BROTHERS INC.**

SHEET 1 OF 1

Dwn. RH	Ck. SU	DWG: LCUE_LGL_1
Date: 2-23-2005		Order No.: TB2-ES
SEC. 21, TWP. 46 S, RGE. 25 E LEE COUNTY, FLORIDA		



H 2

OFFICER'S CERTIFICATE

I, Mark J. Warshauer, Vice President of Toll FL GP Corp., a Florida corporation (the "Corporation"), do hereby certify and confirm that:

1. The Corporation is the general partner ("General Partner") of Toll Estero Limited Partnership, a Florida limited partnership (the "Partnership"), and as General Partner is authorized to make decisions and act on behalf of the Partnership; and
2. The following officers are duly appointed to the offices next to their names and are authorized, empowered and directed to execute and deliver, on behalf of the Corporation in its capacity as General Partner of the Partnership, any performance agreement, bond, escrow agreement, permit application, deed, record plat and any and all ancillary documents which may be required by various governmental municipalities and agencies, upon such terms and conditions as they deem appropriate and in the best interest of the Corporation and the Partnership:

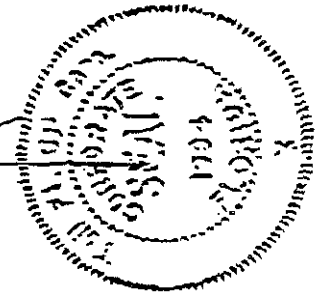
Kenneth S. Thirtyacre  
James Manners

Vice President  
Assistant Vice President

3. This certificate remains in effect until a Notice or Certificate of Revocation is issued.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 14<sup>th</sup> day of June, 2005.

Mark J. Warshauer  
Vice President



RECEIVED JUN 20 2005



**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      0123456789

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

**214625080000N0000; & D00CE**

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 #1 DONATION BY:**

**TOLL ESTERO, LP**

Last      First      MI      Corporate Name (if applicable)  
**28341 S. TAMIA MI TR-#4      BONITA SPRINGS      FL      34134**

Mailing Address      City      State      Zip Code      Phone No.

4. Grantee (Buyer):

**RICK DIAZ, P.E. UTIL. DIRECTOR      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

**8 / 2 / 2005**  
 Month      Day      Year

Sale/Transfer Price

**\$      \$10      . 00**  
 (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:  
 (Round to the nearest dollar.) \$

YES /  NO  
**. 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:  
 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 \$

Cents  
**00**

12. Amount of Documentary Stamp Tax

\$

**70**

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

I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that the transfer of this real property has been made on a voluntary basis and that the parties hereto are fully aware of the contents of this document.

Signature of Grantor or Grantee or Agent

Date

**6/23/05**

To be completed by the Clerk of the Circuit Court's Office

Clerks Date Stamp

**This copy to Property Appraiser**

O. R. Book  
 and  
 Page Number  
 and  
 File Number

Date Recorded

Month / Day / Year

**This copy to Property Appraiser**



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



FDOR10240300  
 DR-219  
 R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

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) →

**214625080000N0000; & D00CE**

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 #1 DONATION BY:**

**TOLL ESTERO, LP**

Last First MI Corporate Name (if applicable)  
**28341 S. TAMiami TR-#4 BONITA SPRINGS FL 34134**

Mailing Address City State Zip Code Phone No.  
**RICK DIAZ, P.E. UTIL. DIRECTOR 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) 479-8181**

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price Property Located In County Code  
**8 2 2005 \$ \$10 . 00 46**  
 Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed  Other  7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: YES  NO   
 Warranty Deed Quit Claim Deed (Round to the nearest dollar.) \$ **. 00**

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

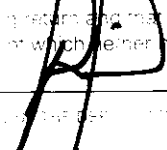
9. Was the sale/transfer financed? YES  NO  If "Yes", please indicate type or types of financing:  
 Conventional Seller Provided Agreement or Contract for Deed Other

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

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES  NO  \$ **. 00**  
 \$ **0.70**

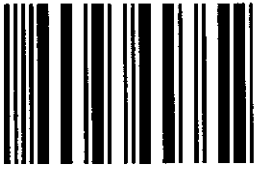
12. Amount of Documentary Stamp Tax \$ **0.70**

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

Signature of Grantor or Grantee or Agent  Date **6/23/05**

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**



**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      0123456789

**214625080000L00CE**

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 #2 DONATION BY: TOLL ESTERO, LP**

Last      First      MI      Corporate Name (if applicable)  
**28341 S. TAMiami TR-#4      BONITA SPRINGS      FL      34134**

Mailing Address      City      State      Zip Code      Phone No.

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

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

Mailing Address      City      State      Zip Code      Phone No.

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

**8 / 2 / 2005      \$ 10 . 00      Lee**

Month      Day      Year      (Round to the nearest dollar.)

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

Warranty Deed      Quit Claim Deed      (Round to the nearest dollar.)      \$ . 00

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

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

Conventional      Seller Provided      Agreement or Contract for Deed      Other

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

Mark (x) all that apply     

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

12. Amount of Documentary Stamp Tax      \$ . 70

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

Signature of Grantor or Co-Grantor      Date **6/23/05**

<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 _____          and _____          Page Number _____          and _____          File Number _____</p> <p>Date Recorded _____ / _____ / _____          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

214625080000L00CE

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 #2 DONATION BY:

TOLL ESTERO, LP

28341 S. TAMiami TR-#4 Last First MI Corporate Name (if applicable)  
 BONITA SPRINGS FL 34134

4. Grantee (Buyer): Mailing Address City State Zip Code Phone No.  
 RICK DIAZ, P.E. UTIL. DIRECTOR FOR LEE CO. BD. OF CO. COMMISSIONERS

P. O. BOX 398 Last First MI Corporate Name (if applicable)  
 FT. MYERS FL 33902 2394798181

5. Date of Sale/Transfer Mailing Address City State Zip Code Phone No.  
 8 2 2005 \$ \$10 . 00 Property Located In 46 County Code  
 Month Day Year (Round to the nearest dollar.)

6. Type of Document Contract/Agreement for Deed  Other  7. Are any mortgages on the property? If "Yes", 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? YES  NO   
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

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  
 \$ 0.70

12. Amount of Documentary Stamp Tax 0.70

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

I, the undersigned, being duly sworn, depose and say that the facts stated herein are true and correct to the best of my knowledge and belief, and that the facts stated herein are true and correct to the best of my knowledge and belief, and that the facts stated herein are true and correct to the best of my knowledge and belief.

Signature of Grantor or Grantee or Agent Date 6/23/05

To be completed by the Clerk of the Circuit Court's Office	Clerks 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

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING  
(Department)  
SUE GULLEDGE

V#111463  
BS 20050912-UTL

A. AUTHORIZATION:

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

Purchase Order # N/A for BELLE LAGO, PHASE 1U-CALADESI DRIVE project.

ACCOUNT NO. OD5360748700.504930

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

  
SUE GULLEDGE  
6-23-05

Signature Authorization

B. SERVICE RECEIVED: 1) TOLL ESTERO, LP  
RECORDING EASEMENTS (2): 2) TOLL ESTERO, LP

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