

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

Blue Sheet No. 20051063-UTL

1. Action Requested/Purpose:

Approve final acceptance, by Resolution, and recording of one (1) utility easement as a donation of a water main extension and force main connection to provide potable water service, fire protection and sanitary sewer service to *Prentiss Pointe*, a recently constructed multi-family residential development. This is a developer contributed asset project located on the east side of Winkler Road approximately 350' south of Summerlin Road.

2. What Action Accomplishes:

Places the water main and force main into operation 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

CIOF

5. Meeting Date:

08-16-2005

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: *[Signature]* **7/29/05**
Rick Diaz, P. E., Utilities Director

9. Background:

The Board granted permission to construct on 09/07/04, Blue Sheet #20041075.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure and bacteriological testing of the water main has been completed.
 Satisfactory pressure testing of the force main has been completed.
 Satisfactory start-up has been completed on the private lift station.
 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.
 Sanitary sewer service will be provided by Lee County Utilities via a recently constructed privately owned and maintained gravity collection system, lift station and force main that connects to existing infrastructure within the right-of-way of Winkler Road.
 100% of the connection fees have been paid.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 34 TOWNSHIP 45S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

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>[Signature]</i> Lavender Date: <i>8-1-05</i>	N/A	N/A	<i>[Signature]</i> T. Osterhout Date: <i>7/29/05</i>	S. Coovert Date: _____	<i>P.M.</i> 8/2/05	<i>MF</i> 8/2/05	<i>MV</i> 8/2/05	<i>[Signature]</i> 5/2/05	<i>[Signature]</i> Lavender Date: <i>8-1-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *7/29/05*
 11-30
 COUNTY ADMIN FORWARDED TO: *11/2*
8/3
[Signature]

RECVD. by CO. ATTY.

 CO. ATTY. FORWARDED TO:
[Signature]
8-2-05

RESOLUTION NO. _____

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

WHEREAS, it is the desire of "Prentiss Pointe, LTD", owner of record, to make a contribution to Lee County Utilities of water facilities (a water main extension) and sewer facilities (a force main connection) serving "**PRENTISS POINTE**"; 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 **\$43,535.00** 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: 5/10/2005

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
Prentiss Pointe
(Name of Development/Project)

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:
**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,

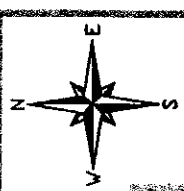
Harvey Strauss, P.E. Alpha Engineering of Lee Co., Inc.
(Owner or Name of Corporation/Firm)


(Signature) REG# 18799 FL.

President
(Name and Title)

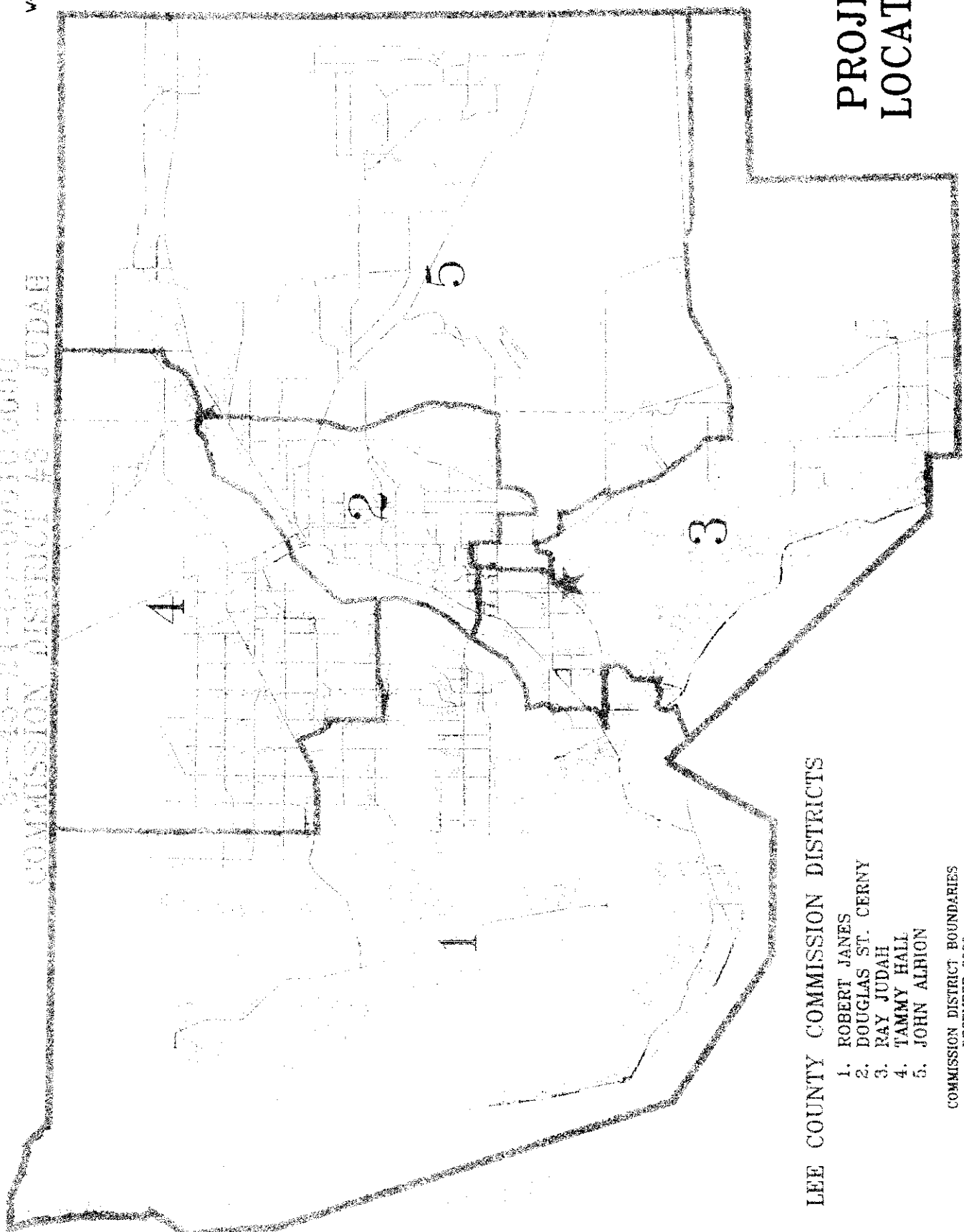
(Seal of Engineering Firm)

RECEIVED MAY 11 2005



PREVIOUS PAGE
31-45-11-0000000000
COMMISSION DISTRICT 18 - JUDAH

PROJECT LOCATION



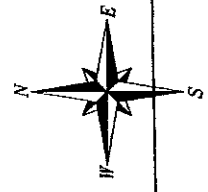
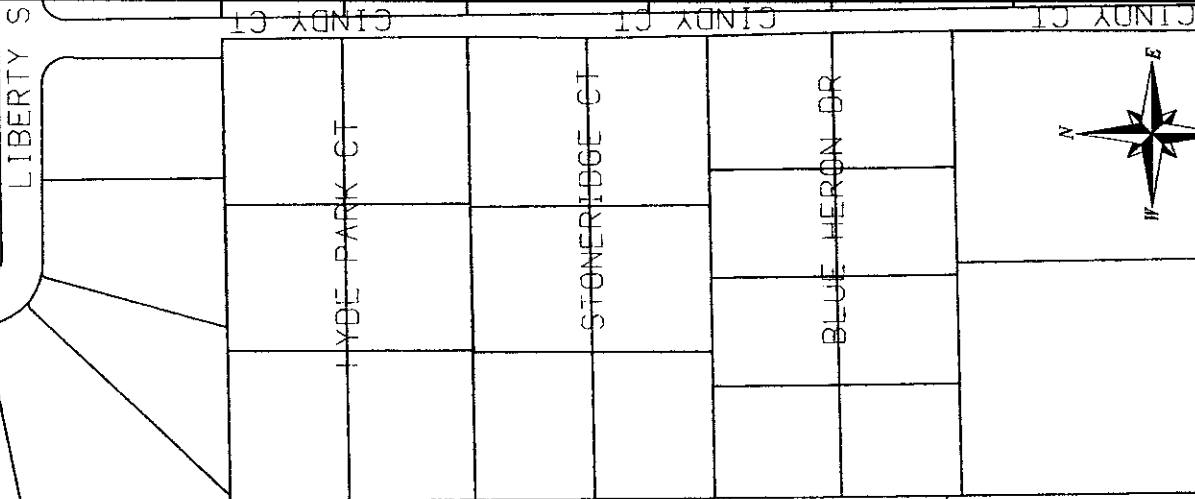
LEE COUNTY COMMISSION DISTRICTS

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

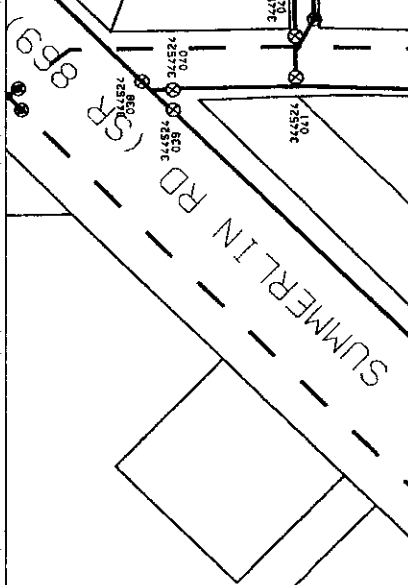
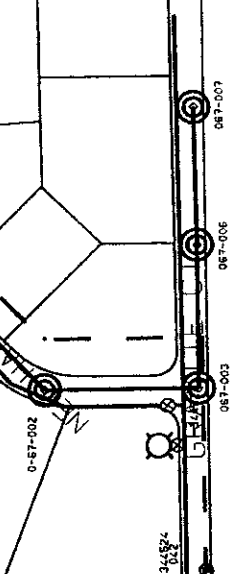
COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PRENTISS POINTE

COMMISSION DISTRICT #3 - JUDAH



PRENTISS POINTE CIR
SUBJECT PARCEL
PRENTISS BLVD 00010 0000
PRENTISS POINTE CIR



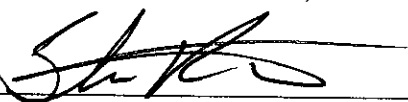
34-45-24-00-00010.0000 PRENTISS POINTE CIRCLE

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer of PRENTISS POINTE 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 / Gulf Coast Underground
(Name of Owner/Contractor)

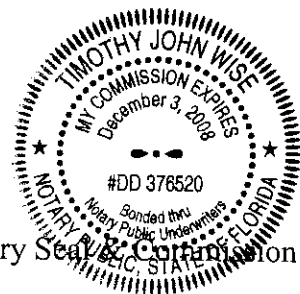
BY: 
(Signature of Owner/Contractor)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 21 st day of MAR, 2005 by Steven R. Goble who has produced the following as identification - personally known , and who did not 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

The undersigned lienor, in consideration of the final payment in the amount of forty three thousand five hundred thirty five dollars and no cents(\$43,535.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to PRENTISS POINTE LTD on the job of PRENTISS POINTE to the following described property:

PRENTISS POINTE
(Name of Development/Project)

water distribution and sanitary sewer systems
(Facilities Constructed)

15841 WINKLER ROAD FT. MYERS, FL
(Location)

34-45-24-00-00010.0000
(Strap # or Section, Township & Range)

Dated on: May 11, 2005

By: [Signature]
(Signature of Authorized Representative)

GULF COAST UNDERGROUND
(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 33912-
(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 11 th day of May, 2005 by STEVEN R. GOBLE who has produced the following as identification - PERSONALLY KNOWN, and who did not take an oath.



(Notary Seal & Commission Number)

[Signature]
(Notary Public Signature)

TIMOTHY J. WISE
(Printed Name of Notary Public)

RECEIVED MAY 11 2005

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: PRENTISS POINTE

STRAP NUMBER: 34-45-24-00-00010.0000

LOCATION: 15841 WINKLER ROAD FT. MYERS, FL.

OWNER'S NAME: (as shown on Deed) PRENTISS POINTE LTD

OWNER'S ADDRESS: 17499 MCGREGOR BLVD

OWNER'S ADDRESS: FT. MYERS, FL 33908-

TYPE UTILITY SYSTEM: POTABLE WATER

(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.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
TAPPING SLEEVE W/VALVE WATER MAIN	12" x 8"	1.0	EA	\$5,800.00	\$5,800.00
TAPPING SLEEVE W/VALVE WATER MAIN	10" x 8"	1.0	EA	\$5,200.00	\$5,200.00
CL-50 DIP WATER MAIN	8"	105.5	LF	\$20.00	\$2,110.00
HDPE SDR-11 WATER MAIN	8"	108.5	LF	\$30.00	\$3,255.00
HDPE SDR-11 CASING WATER MAIN	18"	96.0	LF	\$190.00	\$18,240.00
SINGLE WATER SERVICE/COMPLETE WATER MAIN	8"	2.0	EA	\$2,000.00	\$4,000.00
TOTAL					\$38,605.00

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

RECEIVED MAY 11 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 of Certifying Agent)

Steven R. Goble / President
(Name & Title of Certifying Agent)

Gulf Coast Underground
(Name of Firm or Corporation)

3551 Metro Parkway
(Address of Firm or Corporation)

Ft. Myers, Fl 33916 -

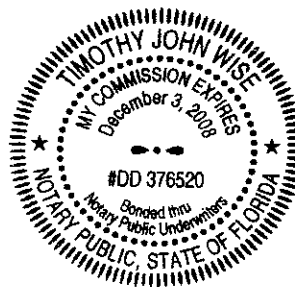
STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 11th day of May, 2005 by Steven R. Goble who has produced the following as identification - personally known , and who did not take an oath.

[Signature]
Notary Public Signature

Timothy J. Wise
Printed Name of Notary Public

DD 376520
Notary Commission Number



(NOTARY SEAL)

RECEIVED MAY 11 2005

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: PRENTISS POINTE

STRAP NUMBER: 34-45-24-00-00010.0000

LOCATION: 15841 WINKLER ROAD FT. MYERS, FL.

OWNER'S NAME: (as shown on Deed) PRENTISS POINTE LTD

OWNER'S ADDRESS: 17499 MCGREGOR BLVD

OWNER'S ADDRESS: FT. MYERS,FL 33908-

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.

ITEM	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL
TAPPING SLEEVE W/VALVE FORCE MAIN	12" x 4"	1.0	EA	\$4,200.00	\$4,200.00
PVC C-900 DR-18 FORCE MAIN	4"	6.0	LF	\$5.00	\$30.00
PLUG VALVE FORCE MAIN	4"	1.0	EA	\$700.00	\$700.00
TOTAL					\$4,930.00

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



RECEIVED MAY 11 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)

Steven R. Goble / President
(Name & Title of Certifying Agent)

Gulf Coast Underground
(Name of Firm or Corporation)

3551 Metro Parkway
(Address of Firm or Corporation)

Ft. Myers, Fl 33916 -

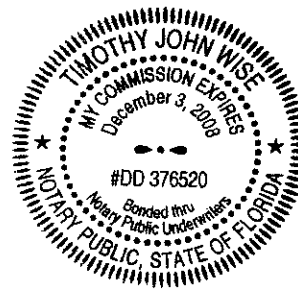
STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 11 th day of May, 2005 by Steven R. Goble who has produced the following as identification - personally known , and who did not take an oath.

[Signature]
Notary Public Signature

Timothy J. Wise
Printed Name of Notary Public

DD 376520
Notary Commission Number



(NOTARY SEAL)

RECEIVED MAY 11 2005

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)

V#111463
BS 20051063

SUE GULLEDGE

A. AUTHORIZATION:

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

Purchase Order # N/A for PRENTISS POINTE project.

ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING,
WITH COPY TO SUE GULLEDGE, UTL.


SUE GULLEDGE
7-28-05

Signature Authorization

B. SERVICE RECEIVED:

RECORDING EASEMENT: PRENTISS POINTE, LTD

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)

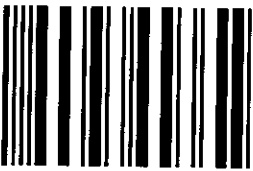
REC'D

ENTERED

CUST. # 500283

INV. #

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396



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.

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

0 1 2 3 4 5 6 7 8 9 0123456789
 34452400000100000

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:

PRENTISS POINTE, LTD

Last First MI Corporate Name (if applicable)
7000 QUAIL LAKES DR **HOLLAND** **OH** **43528** ()

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** (**2394798181**)

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

8 / 16 / 2005 \$ **\$10** **. 00**

Month Day Year

(Round to the nearest dollar.)

Property Located In **Lee**

6. Type of Document

Contract/Agreement
 for Deed Other
 Warranty Quit Claim
 Deed 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 \$ **. 00**

Cents

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?

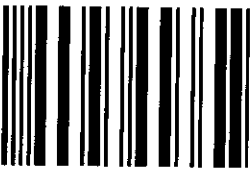
YES / NO

Signature of Grantor or Grantee or Agent

Date **7/28/05**

<p>To be completed by the Clerk of the Circuit Court's Office</p> <p>This copy to Property Appraiser</p> <p>O. R. Book _____ and _____ Page Number _____ and _____ File Number _____</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.

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

0 1 2 3 4 5 6 7 8 9

0123456789

34452400000100000

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:

PRENTISS POINTE, LTD

Last Mailing Address
7000 QUAIL LAKES DR

First

MI City
HOLLAND

State
OH

Corporate Name (if applicable)
43528

4. Grantee (Buyer):

Mailing Address City
RICK DIAZ, P.E. UTIL. DIRECTOR

State Zip Code Phone No.
FOR LEE CO. BD. OF CO. COMMISSIONERS

Last Mailing Address
P. O. BOX 398

First

MI City
FT. MYERS

State
FL

Corporate Name (if applicable)
33902 (2394798181)

5. Date of Sale/Transfer

8 16 2005

Sale/Transfer Price

\$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",
 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:

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

\$

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 declare under penalty of perjury that the information furnished on this return and that the tax is correct and true to the best of my knowledge and belief, and that I am not aware of any information that would cause the tax to be incorrect or that I have omitted any material information.

Signature of Grantor or Grantee or Agent

Date **7/28/05**

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

Clerks Date Stamp

This copy to Department of Revenue

O. R. Book
 and

Page Number
 and

File Number

Date Recorded

Month

Day

Year

This copy to Department of Revenue

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

Strap Number(s) 34-45-24-00-00010.0000

THIS SPACE RESERVED FOR RECORDING

WATER

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____
2005 by and between Protonis Power, LTD, Owner, hereinafter referred to as
GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida,
hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

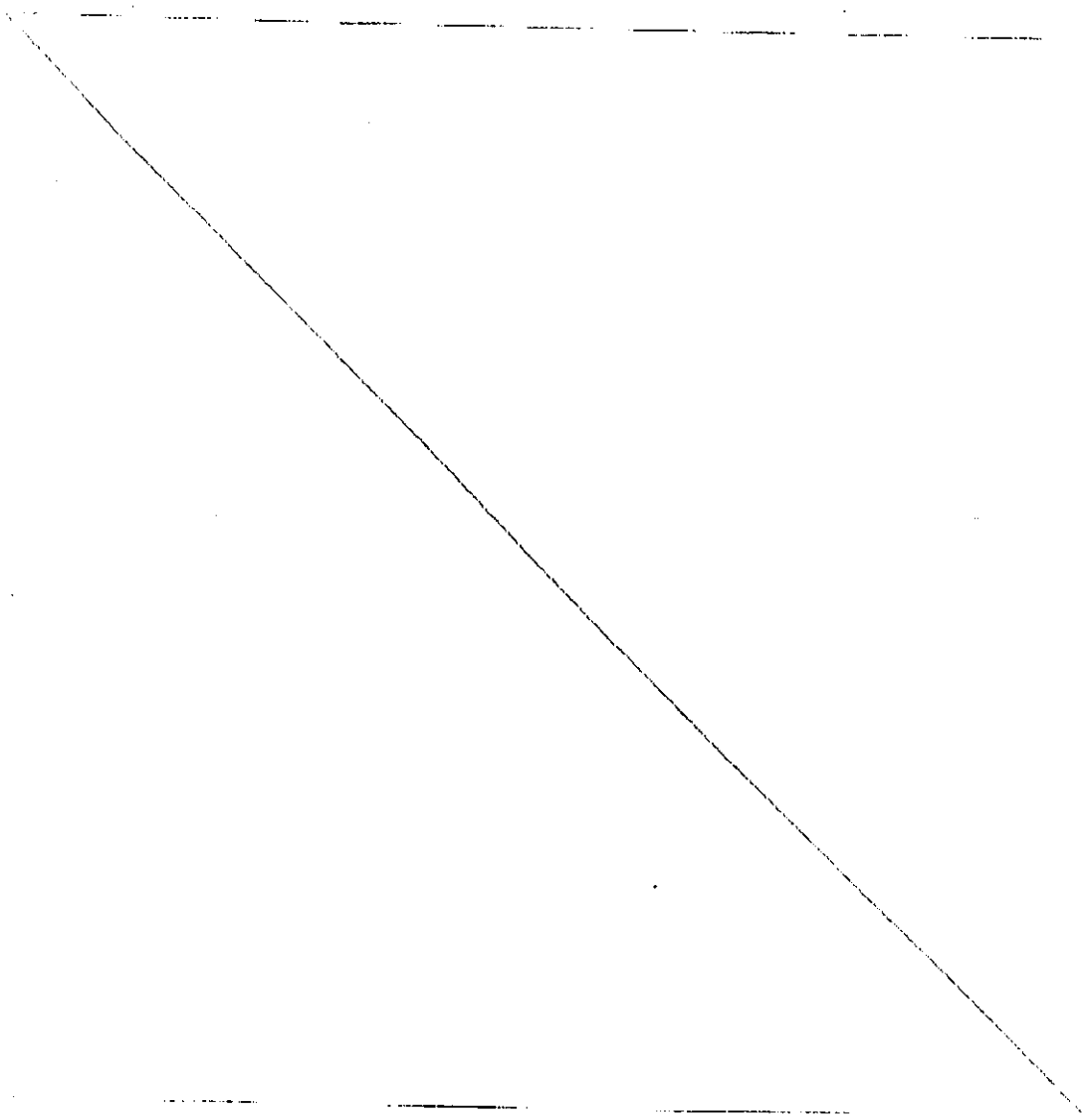
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

(Balance of Page Left Intentionally Blank)



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

[Signature]
[1st Witness' Signature]

Eric Casey
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

Vivian A. Fleischman
[Type or Print Name]

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

Mark Naumov
[Type or Print Name]

Prentiss Pointe Limited,
[Title] an Ohio LLC
Managing Partner

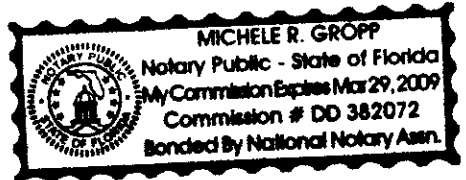
STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 20th day of April 2005 by Mark Naumov 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]

MICHELE R. GROPP
[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

PRENTISS & POINTE

5/11/05


Lee County Utilities
1500 Monroe Street
Fort Myers, FL 33901
Attn: Terry Kelley

RE: Prentiss Pointe LTD., an Ohio LLC, 15841 Winkler Road, Fort Myers, FL 33908

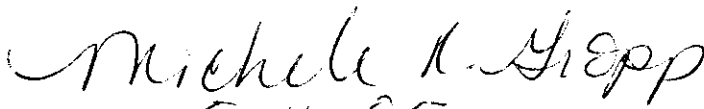
Dear Terry,

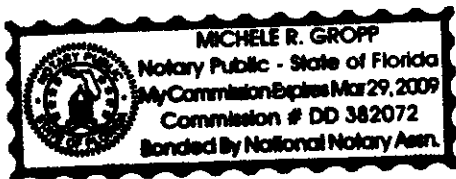
Please be advised Mark Naumann is a Managing Partner/Member of Prentiss Pointe, LTD., an Ohio LLC and is authorized to sign on behalf of Prentiss Pointe.

Sincerely,


Gary Howe

President, Prentiss Pointe, LTD., an Ohio LLC


5-11-05



RECEIVED MAY 13 2005

LEE COUNTY UTILITY EASEMENT FOR PRENTISS POINTE

LEE COUNTY UTILITY EASEMENT #1 AT ENTRANCE TO PRENTISS POINTE AT WINKLER ROAD

A 20.00'X95.00' PARCEL OF LAND FOR EASEMENT LYING IN THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST (SW ¼) OF SECTION 34 TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE FOUND CONCRETE MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE N01°01'45"W ALONG THE EAST LINE OF SAID FRACTION OF A SECTION FOR 346.56 FEET; THENCE S88°39'16"W FOR 1,235.83 FEET TO THE EASTERLY LINE OF WINKLER (100 FEET WIDE); THENCE N06°55'41"E ALONG SAID EAST LINE 537.00 FEET TO THE CENTERLINE OF A 20.00 FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER LINE; THENCE LEAVING SAID RIGHT-OF-WAY S86°04'43"E 95.00 FEET; ALONG SAID CENTERLINE EASEMENT BEING 10.00 FEET EACH SIDE, TO ENDING OF SAID EASEMENT, BEING EASTERLY END OF THE 8" MASTER METER BACK FLOW ASSEMBLY APPARATUS.

LEE COUNTY UTILITY EASEMENT #2 AT ENTRANCE TO PRENTISS POINTE AT GRANITE COURT

A 25.00'X50.00' PARCEL OF LAND FOR EASEMENT LYING IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST (SW1/4) OF SECTION 34 TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE FOUND CONCRETE MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 34; THENCE N01°01'45"W ALONG THE EAST LINE OF SAID FRACTION OF A SECTION FOR 346.56 FEET; THENCE S88°39'16"W FOR 1,235.83 FEET TO THE EASTERLY LINE OF WINKLER (100 FEET WIDE); THENCE N06°55'41"E ALONG SAID EAST LINE FOR 498.55 FEET TO A POINT AT THE CENTER OF THE ENTRANCE WAY FOR PRENTISS POINTE; THENCE S83°04'43"E 45.00 FEET ALONG SAID CENTER; THENCE N87°41'32"E 163.38 FEET ALONG SAID CENTER TO THE INTERSECTIONS OF THE CENTERLINES OF THE ENTRANCE WAY AND PRENTISS POINTE CIRCLE; THENCE N01°00'00"W 287.87 FEET ALONG SAID CENTERLINE; THENCE CONTINUE ALONG SAID CENTERLINE THE FOLLOWING; THENCE NORTHEASTERLY 94.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 60.00 FEET; THENCE N89°00'00"E 40.36 FEET TO THE INTERSECTION OF THE CENTERLINE OF NEW HAMPSHIRE COURT AS EXTENDED SOUTH; THENCE N01°00'00"W 139.89 FEET ALONG SAID CENTERLINE TO THE SOUTHERLY RIGHT OF WAY OF GRANITE COURT (45' WIDE); THENCE S88°45'54"W 36.00 FEET, ALONG SAID RIGHT OF WAY TO THE BEGINNING OF THE CENTERLINE OF SAID 25' WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A WATER LINE; THENCE S01°00'00"E 50.00 FEET ALONG SAID CENTERLINE BEING 12.50 FEET EACH SIDE TO ENDING OF EASEMENT, AT THE SOUTHERLY END OF THE 8" MASTER METER BACK FLOW ASSEMBLY.

REVISIONS	DATE



PREPARED BY: M.S.
SAMMEL SURVEYS, INC.
 2410 PALM RIDGE ROAD
 SAMMEL, FL 33957
 (239) 472-0085

JOB #02296	CERTIFICATION: I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61017-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.0027 OF THE FLORIDA STATUTES. BY: WALTER L. FRASER, P.L.S. #3085 FIELD COMPLETION DATE: 5/10/05
------------	--

RECEIVED MAY 11 2005

PREPARED BY
 WALTER L. FRASER
 FOR THE FIRM LB-00066470
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 0003985
 5/10/05



**SETBACK SHOWING
 THE COUNTY UTILITIES
 FOR PRENTISS POINTS
 AT THE INTERSECTION
 OF THE S.E. 1/4 OF S.E. 1/4
 OF SECTION 45, T28S
 R18E, W2E,
 LEE COUNTY, FLORIDA**

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S86°37'37"E	42.63
L-2	S84°19'50"E	137.27
L-3	N79°58'43"E	149.56
L-4	N74°20'54"W	58.59

CURVE DATA	
CURVE #1	RADIUS=60.00'
CURVE #2	RADIUS=60.35'
ARC=94.25'	ARC=47.40'
CHORD=94.85'	CHORD=46.19'
DELTA=90°	DELTA=45°
TANGENT=60.00'	TANGENT=25.00'

