

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

Blue Sheet No. 20061607-UTL

1. Action Requested/Purpose:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of five Utility Easements, as a donation of five 4" diameter fire lines and a water main extension, to provide potable water service and fire protection to *Terraverde Country Club, Phases 5-E and 5-F*, a multi-phased residential development. This is a Developer contributed asset project located along the east side of Island Park Road approximately 3/4 of a mile south of U.S. 41 South.

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:

Approval.

4. Departmental Category: 10 – Utilities

CIOA

5. Meeting Date: _____

JAN 16 2007

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: Douglas L. Meurer 12-22-2006
 Douglas L. Meurer, P.E., Director

9. Background:

The Board granted permission to construct on 02-28-05, Blue Sheet #20050051.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual.
 Satisfactory pressure testing has been completed.
 Satisfactory bacteriological testing has been completed
 Record drawings have been received.
 Engineer's Certification of Completion has been provided—copy attached.
 Project Location Map—copy attached.
 Warranty has been provided—copy attached.
 Waiver of Lien has been provided—copy attached.
 Certification of Contributed Assets has been provided—copy attached.
 100% of the connection fees have been paid.
 Sanitary sewer service is provided by the Forest Utilities.
 Funds are available for recording fees in account number OD5360748700.504930.

SECTION 12 TOWNSHIP 46S RANGE 24 E 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.	
<u>J. Lavender</u> Date: <u>12-28-06</u>	N/A	N/A	<u>T.O.</u> T. Osterhout Date: <u>12/22</u>	<u>S. Coovert</u> S. Coovert Date: <u>1/3/07</u>	<u>RK for</u> BW <u>1/3/07</u>	<u>MT</u> <u>1/3/07</u>	<u>NY</u> <u>1/3/07</u>	<u>JL</u> <u>1/3/07</u>	<u>J. Lavender</u> Date: <u>12-28-06</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

REC'D
 by CO. ATTY.
 12/28/06
 2:28 PM
 CO. ATTY.
 FORWARDED TO:
 1/3/07
 9:00 am

RECEIVED BY
 COUNTY ADMIN:
1/3
11 AM
 COUNTY ADMIN
 FORWARDED TO:
1/4/07
9:46 am

RESOLUTION NO.

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

WHEREAS, it is the desire of "TERRAVERDE COUNTRY CLUB DEVELOPMENT, INC.", owner of record, to make a contribution to Lee County Utilities of water facilities (water service line, potable water, and fire protection), serving "TERRAVERDE COUNTRY CLUB, PHASES 5-E AND 5-F"; 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 \$191,054.00 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 Brian Bigelow: _____ (2)
- Commissioner Ray Judah: _____ (3)
- Commissioner Tammara Hall: _____ (4)
- Commissioner Frank Mann: _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 200 .

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIR

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

BS 20061607-UTL

COPY

LETTER OF COMPLETION

DATE: 11/21/2006

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

Gentlemen:

This is to certify that the **water distribution system** located at
Terra Verde Country Club, Phases 5-E & 5-F
(Name of Development/Project)

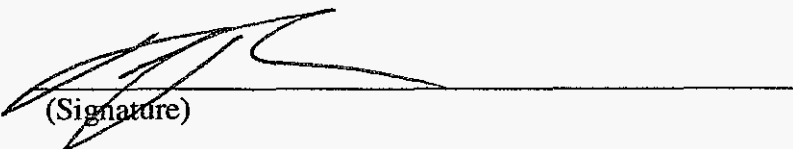
was designed by me and has been constructed in conformance with:
the approved plans and the approved specifications

Upon completion of the work, we observed the following successful tests of the facilities:

Pressure Test(s) - Water Main and Bacteriological Test

Very truly yours,

Source, Inc.
(Owner or Name of Corporation/Firm)


(Signature)

Tim E. Pugh P.E. Vice President
(Name and Title)

(Seal of Engineering Firm)

 LEE COUNTY
SOUTHWEST FLORIDA
(Forms - Letter of Completion - Revised 2004)

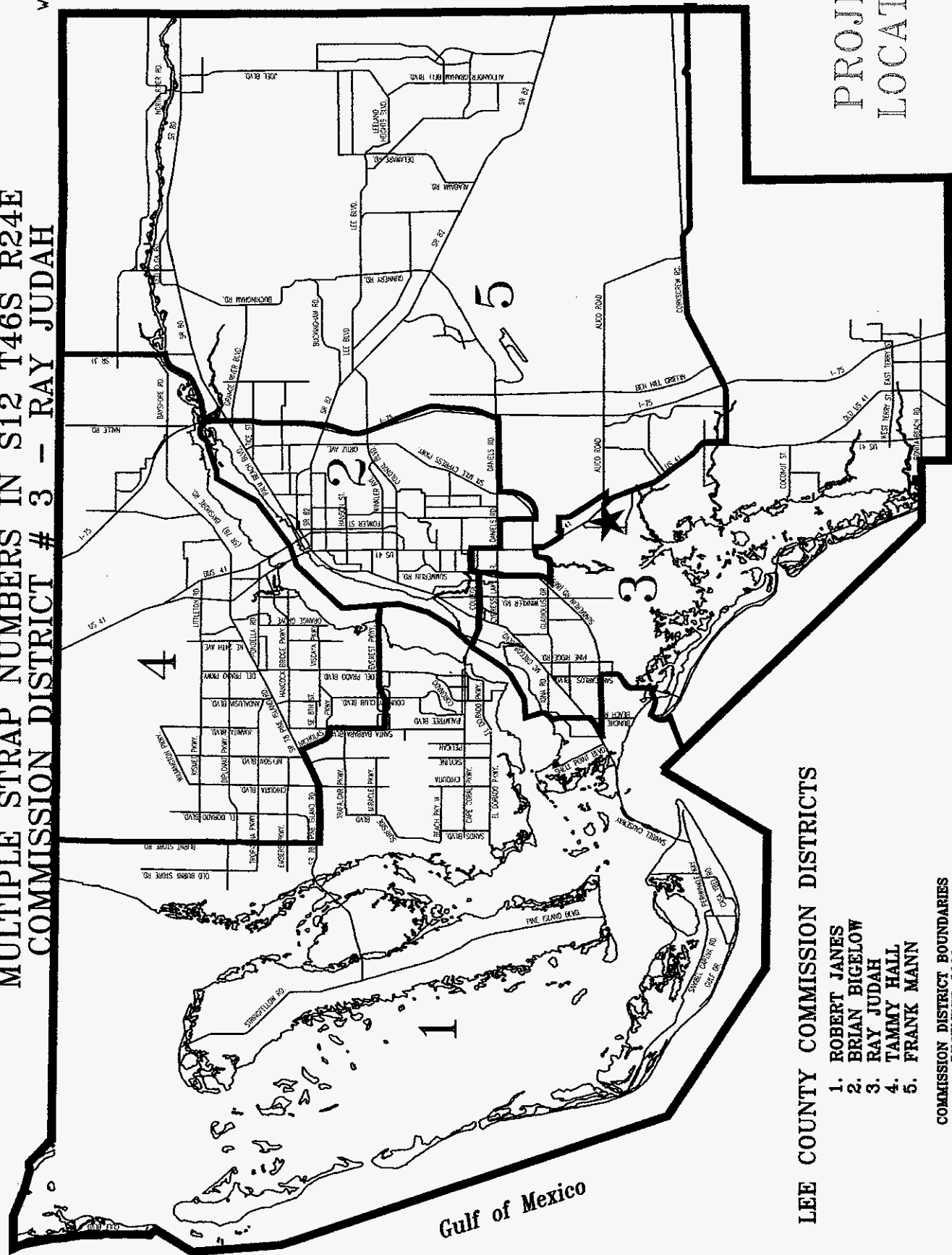
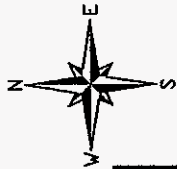
C:\Documents and Settings\Source Inc\Local Settings\Temporary Internet
Files\Content.IE5\SZWJ2HS7\Terra_Verde___LETTER_OF_COMPLETION[1].doc

REC'D NOV 21 2006

COPY

**PROJECT
LOCATION**

**TERRA VERDE COUNTRY CLUB, PHASE 5-E & 5-F
MULTIPLE STRAP NUMBERS IN S12 T46S R24E
COMMISSION DISTRICT # 3 - RAY JUDAH**



LEE COUNTY COMMISSION DISTRICTS

- 1. ROBERT JAMES
- 2. BRIAN BIGELOW
- 3. RAY JUDAH
- 4. TAMMY HALL
- 5. FRANK MANN

**COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000**

Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Terraverde Country Club, Phases 5-E & 5-F 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.

Strickler Brothers, Inc.

(Contractor/Company Name)

President

(Authorized Representative, Title)

BY: *Steve Strickler*

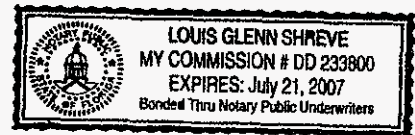
(Signature)

STATE OF FL)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 30th day of October, 2006 by Steve Strickler who is personally known to me - , and who did not take an oath.

Louis Glenn Shreve
Notary Public Signature

Louis Glenn Shreve
Printed Name of Notary Public



(Notary Seal & Commission Number)

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

COPY

The undersigned lienor, in consideration of the final payment in the amount of One hundred ninety one thousand fifty four dollars and 00/100 (\$191,054.00) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Terraverde Country Club Development on the job of Terraverde Country Club, Phases 5-E & 5-F to the following described property:

Terraverde Country Club, Phases 5-E & 5-F
(Name of Development/Project)

17000 Block of Island Park Road, Fort Myers, Fl. 33908
(Location)

Water Distribution System

(Facilities Constructed)

12-46-24-00-00005.19CE, .00CE, .1000, .15CE, .1110, & .1140

(Strap # or Section, Township & Range)

Dated on: October 30, 2006

By: [Signature]
(Signature of Authorized Representative)

By: Steve Strickler
(Print Name of Authorized Representative)

Title: President

Phone #: (239)267-2050 Ext.

Strickler Brothers, Inc.
(Name of Firm or Corporation)

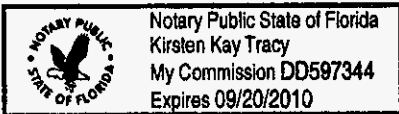
4176 Canal Street
(Address of Firm or Corporation)

Fort Myers, Fl 33916-
(City, State & Zip Of Firm Or Corporation)

Fax#: (239)267-5840

STATE OF Fl.)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 30 day of October, 2006 by Steve Strickler who is personally known to me, and who did not take an oath.



(Notary Seal & Commission Number)

[Signature]
(Notary Public Signature)

Kirsten Kay Tracy
(Printed Name of Notary Public)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Terraverde Country Club, Phases 5-E & 5-F

STRAP NUMBER: 12-46-24-00-00005.15CE , 00005.1110, 00005.1140 and 00005.1000

LOCATION: Terraverde Country Club Development

OWNER'S NAME: (as shown on Deed) Terraverde Country Club Development, Inc.

OWNER'S ADDRESS: 7800 NW Le Jeune Road, Ste 616

OWNER'S ADDRESS: Miami, Fl 33126-

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
CL-50 DIP WATER MAIN	10"	493.0	LF	\$45.00	\$22,185.00
CL-50 DIP WATER MAIN	4"	518.0	LF	\$42.00	\$21,756.00
CL-50 DIP	4"	189.0	LF	\$36.00	\$6,804.00
GATE VALVE	10"	2.0	EA	\$2,400.00	\$4,800.00
GATE VALVE	8"	1.0	EA	\$2,000.00	\$2,000.00
FIRE HYDRANT ASSEMBLY	6"	3.0	EA	\$4,000.00	\$12,000.00
SINGLE WATER SERVICE/COMPLETE	2"	4.0	EA	\$2,000.00	\$8,000.00
SINGLE SEWER SERVICE W/CLEANOUT	3"	2.0	EA	\$4,500.00	\$9,000.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	4"	6.0	EA	\$8,500.00	\$51,000.00
ASSORTED FITTINGS	10"	7.0	EA	\$450.00	\$3,150.00
ASSORTED FITTINGS	8"	7.0	EA	\$400.00	\$2,800.00
ASSORTED FITTINGS	4"	4.0	EA	\$250.00	\$1,000.00
TOTAL					\$144,495.00

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

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 Steve Strickler
(Signature of Certifying Agent)

Steve Strickler / Pres
(Name & Title of Certifying Agent)

Strickler Bros Inc
(Name of Firm or Corporation)

4176 Canal St
(Address of Firm or Corporation)

Ft. Myers, FL 33916

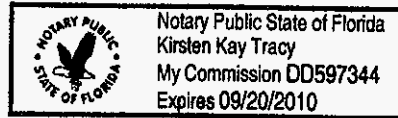
STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 30 day of Oct, 2006 by Steve Strickler who has produced the following as identification - _____, and who did not take an oath. (who is personally known to me)

Kirsten Kay Tracy
Notary Public Signature

Kirsten Kay Tracy
Printed Name of Notary Public

DD597344
Notary Commission Number



(NOTARY SEAL)

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Terraverde Country Club, Phases 5-E & 5-F

STRAP NUMBER: 12-46-24-00-00005.19CE

LOCATION: Terraverde Country Club Development

OWNER'S NAME: (as shown on Deed) Terraverde Joint Venture, Inc.

OWNER'S ADDRESS: PO Box 17280-1 Eagle Trace

OWNER'S ADDRESS: Fort 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
CL-50 DIP WATER MAIN	10"	60.0	LF	\$45.00	\$2,700.00
CL-50 DIP WATER MAIN	4"	56.0	LF	\$36.00	\$2,016.00
GATE VALVE	4"	1.0	EA	\$1,214.00	\$1,214.00
ASSORTED FITTINGS	10"	1.0	EA	\$450.00	\$450.00
ASSORTED FITTINGS	4"	1.0	EA	\$250.00	\$250.00
SINGLE WATER SERVICE/COMPLETE	2"	1.0	EA	\$2,000.00	\$2,000.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	4"	1.0	EA	\$8,500.00	\$8,500.00
TOTAL					\$17,130.00

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

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:

Steve Strickler
(Signature of Certifying Agent)

Steve Strickler / Pres
(Name & Title of Certifying Agent)

Strickler Bros Inc
(Name of Firm or Corporation)

4176 Canal St
(Address of Firm or Corporation)

Ft. Myers, FL 33916

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20__ by _____ who has produced the following as identification - _____, and who did not take an oath.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number

(NOTARY SEAL)

11.5
3

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Terraverde Country Club, Phases 5-E & 5-F

STRAP NUMBER: 12-46-24-31-00000.00CE

LOCATION: Terraverde Country Club Development

OWNER'S NAME: (as shown on Deed) Terraverde 25 Condominium Association

OWNER'S ADDRESS: c/o POI Development, Inc. 17280-1 Eagle Trace

OWNER'S ADDRESS: Fort 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
CL-50 DIP WATER MAIN	10"	245.0	LF	\$45.00	\$11,025.00
CL-50 DIP WATER MAIN	4"	40.0	LF	\$36.00	\$1,440.00
GATE VALVE	4"	1.0	EA	\$1,314.00	\$1,314.00
ASSORTED FITTINGS	10"	2.0	EA	\$450.00	\$900.00
ASSORTED FITTINGS	4"	1.0	EA	\$250.00	\$250.00
FIRE HYDRANT ASSEMBLY	6"	1.0	EA	\$4,000.00	\$4,000.00
SINGLE WATER SERVICE/COMPLETE	2"	1.0	EA	\$2,000.00	\$2,000.00
FIRE LINE UP TO AND INCL 1ST OS + Y VALVE	4"	1.0	EA	\$8,500.00	\$8,500.00
TOTAL					\$29,429.00

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

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 Steve Strickler
(Signature of Certifying Agent)

Steve Strickler / Pres
(Name & Title of Certifying Agent)

Strickler Bros Inc
(Name of Firm or Corporation)

4176 Coastal St
(Address of Firm or Corporation)

Ft Myers, FL 33916

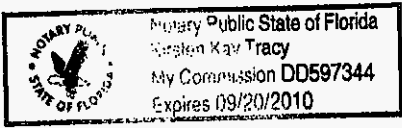
STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 30 day of Oct, 2006 by Steve Strickler who has produced the following as identification - _____, and who did not take an oath. (who is personally known to me)

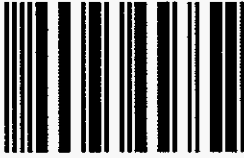
Kirsten Kay Tracy
Notary Public Signature

Kirsten Kay Tracy
Printed Name of Notary Public

DD597344
Notary Commission Number



(NOTARY SEAL)



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 **0 1 2 3 4 5 6 7 8 9** **0123456789**
 (If Parcel ID not available please call County Property Appraiser's Office) → **12462400000051000**

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: BS 20061607 TERRAVERDE COUNTRY CLUB DEVELOPMENT INC.**

Last First MI Corporate Name (if applicable)
7800 NE LE JEUNE ROAD, STE 616 MIAMI FL 33126

Mailing Address City State Zip Code Phone No.
THOM OSTERHOUT AS AGENT: 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 **2007 \$ 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: **00**
 Warranty Deed Quit Claim Deed (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 \$ **00**
 12. Amount of Documentary Stamp Tax → \$ **0.70** Cents

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 *John C. [Signature]* Date **12/22/06**

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

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Department of Revenue	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061607-UTL

**PROJECT NAME: TERRAVERDE COUNTRY CLUB,
PHASES 5-E AND 5-F**

**EASEMENT NAME: TERRA VERDE COUNTRY CLUB
DEVELOPMENT, INC**

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

12-46-24-00-00005.1000
12-46-24-00-00005.1110
12-46-24-00-00005.1140
12-46-24-00-00005.15CE

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 200 , by and between "TERRA VERDE COUNTRY CLUB DEVELOPMENT, INC." Owner, hereinafter referred to as GRANTOR(S), and "LEE COUNTY", a political subdivision 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.

BS 20061607-UTL



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.

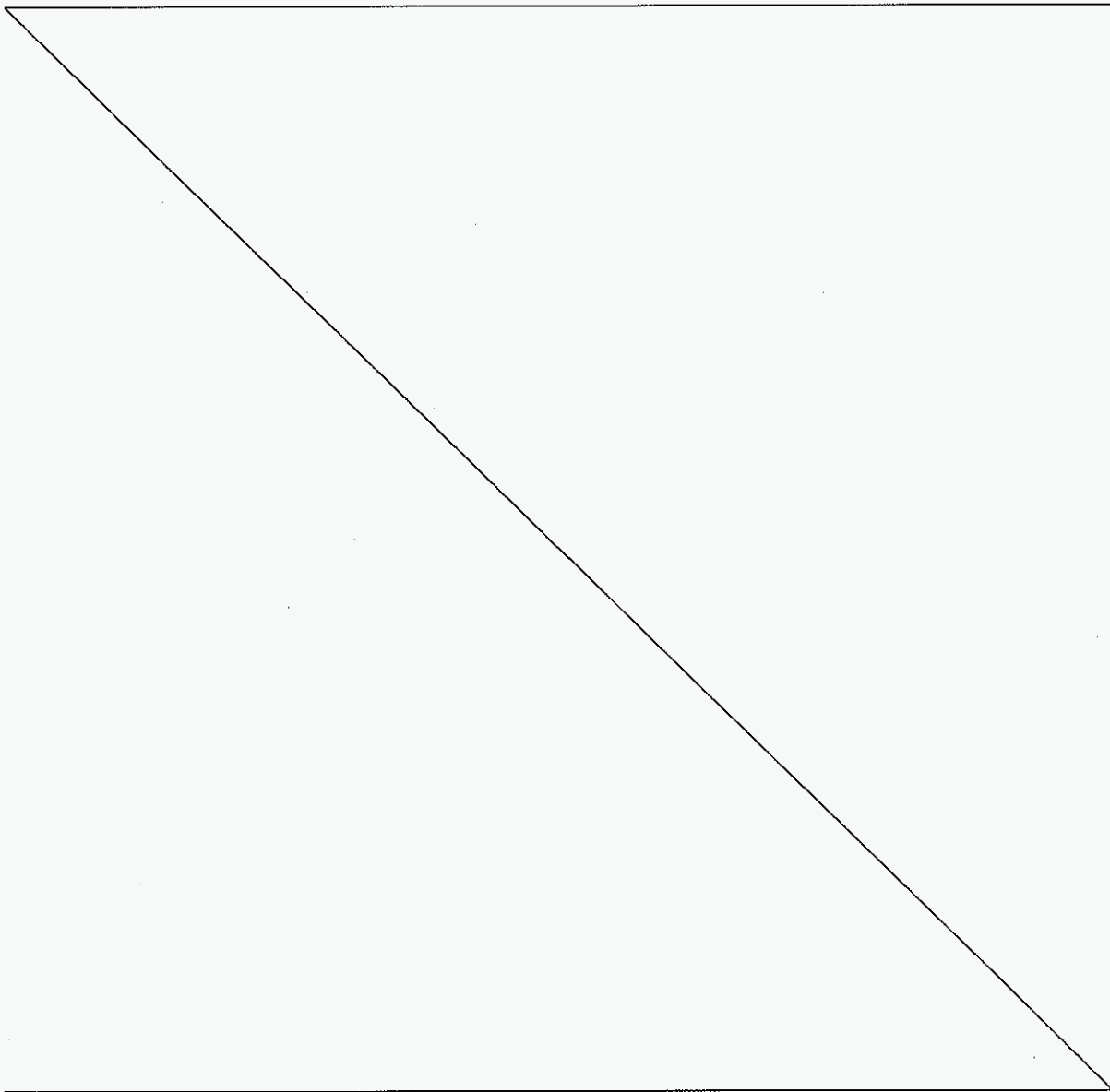
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

[Handwritten Signature]
[1st Witness' Signature]

Jorge Guevara
[Type or Print Name]

[Handwritten Signature]
[2nd Witness' Signature]

Chris Mayor
[Type or Print Name]

BY:

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

R. Mayor, President
[Type or Print Name]

[Title]

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was signed and acknowledged before me this 25 day of August 2005 by Rey Mayor who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Melissa Guevara
[Signature of Notary]

MELISSA GUEVARA
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Covert, Esquire

EXHIBIT "A"

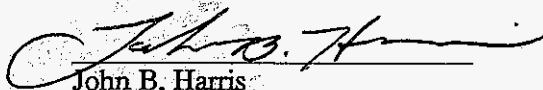
DESCRIPTION: (Water line easement)

A tract or parcel of land lying in Section 12, Township 46 South, Range 24 East, Lee County, Florida, described as follows:

Commencing at the Northeast corner of the aforesaid Section 12; thence run S.89°06'54"W. along the North line of said Section 12 for 861.23 feet; thence run S.03°02'30"E. for 76.57 feet; thence run S.46°04'02"W. for 17.15 feet; thence run S.00°04'38"E. for 74.08 feet; thence run N.89°06'13"E. for 35.00 feet; thence run S.00°53'47"E. for 20.00 feet; thence run S.89°06'13"W. for 35.29 feet; thence run S.00°04'38"E. for 25.04 feet to the point of beginning of the herein described easement; thence continue S.00°04'38"E. for 62.65 feet; thence run S.00°57'52"W. for 214.64 feet; thence run N.89°54'35"E. for 31.83 feet; thence run N.78°43'08"E. for 71.06 feet; thence run N.12°44'35"W. for 42.92 feet; thence run N.77°15'25"E. for 20.00 feet; thence run S.12°44'35"E. for 63.44 feet; thence run S.78°43'08"W. for 27.23 feet; thence run S.11°53'13"E. for 25.00 feet; thence run S.78°43'08"W. for 20.00 feet; thence run N.11°53'13"W. for 25.00 feet; thence run S.78°43'08"W. for 46.31 feet; thence run S.89°54'35"W. for 54.16 feet; thence run N.00°57'52"E. for 225.83 feet; thence run N.80°30'41"W. for 30.00 feet; thence run N.09°29'19"E. for 20.00 feet; thence run S.80°30'41"E. for 26.80 feet; thence run N.00°04'38"W. for 46.25 feet; thence run N.75°57'29"E. for 20.61 feet to the point of beginning.

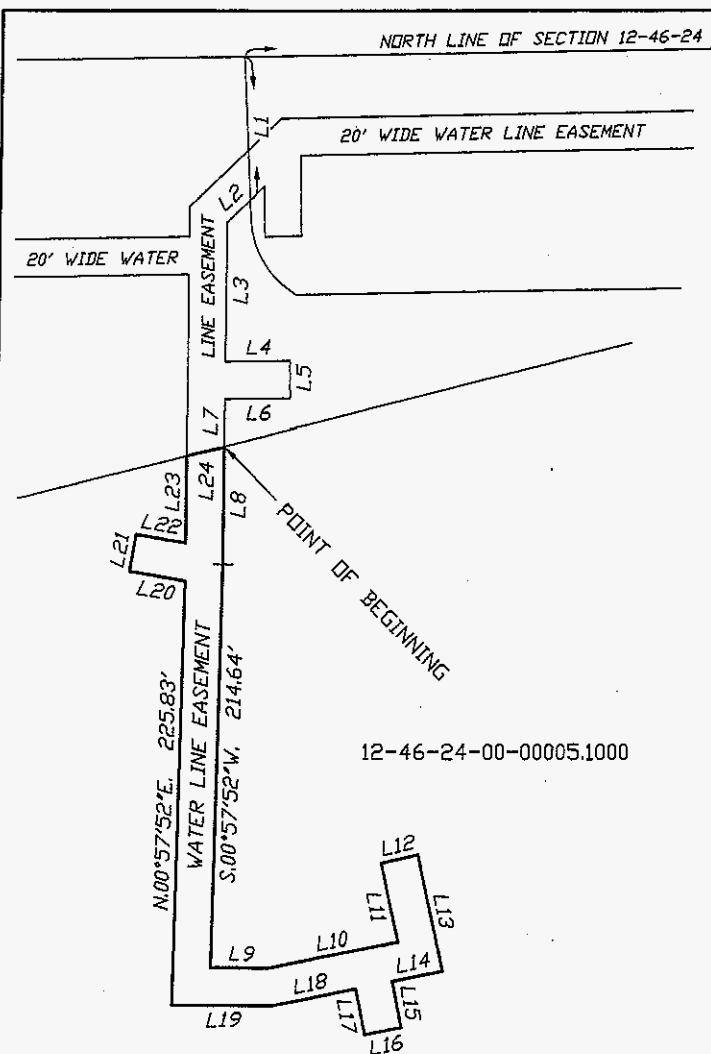
Said tract contains 10,335 square feet more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the North line of the aforesaid Section 12 as being S.89°06'54"W.



John B. Harris
P.S.M. #4631
August 26, 2005

COPY



NORTH LINE OF SECTION 12-46-24 S.89°06'54\"W. 861.23'

LINE TABLE

Line	Bearing	Distance
L1	S.03°02'30\"E.	76.57'
L2	S.46°04'02\"W.	17.15'
L3	S.00°04'38\"E.	74.08'
L4	N.89°06'13\"E.	35.00'
L5	S.00°53'47\"E.	20.00'
L6	S.89°06'13\"W.	35.29'
L7	S.00°04'38\"E.	25.04'
L8	S.00°04'38\"E.	62.65'
L9	N.89°54'35\"E.	31.83'
L10	N.78°43'08\"E.	71.06'
L11	N.12°44'35\"W.	42.92'
L12	N.77°15'25\"E.	20.00'

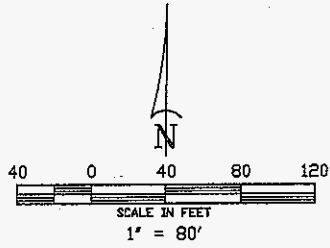
LINE TABLE

Line	Bearing	Distance
L13	S.12°44'35\"E.	63.44'
L14	S.78°43'08\"W.	27.23'
L15	S.11°53'13\"E.	25.00'
L16	S.78°43'08\"W.	20.00'
L17	N.11°53'13\"W.	25.00'
L18	S.78°43'08\"W.	46.31'
L19	S.89°54'35\"W.	54.16'
L20	N.80°30'41\"W.	30.00'
L21	N.09°29'19\"E.	20.00'
L22	S.80°30'41\"E.	26.80'
L23	N.00°04'38\"W.	46.25'
L24	N.75°57'29\"E.	20.61'

118.00'
 FORMER I.D.D. CANAL
 TEN MILE CANAL
 PERPETUAL EASEMENT
 (O.R. BOOK 1149, PAGE 1532)
 POINT OF COMMENCEMENT
 NE CORNER OF SECTION 12-46-24

SKETCH OF LEGAL DESCRIPTION
WATER LINE EASEMENT
 SECTION 12, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA
EXHIBIT "B"
 SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

12-46-24-00-00005.1000



HARRIS - JØRGENSEN, INC.
 2706 S.E. SANTA BARBARA PLACE
 CAPE CORAL, FLORIDA
 PHONE: (239) 772-9939
 FAX: (239) 772-1315

NOV. 09 2006
 JOHN B. HARRIS, P.S.M.
 FLORIDA LAND SURVEYOR #4631
 FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921

JOB # T-WLE-D
 SKETCH DATE: 11/7/06

EXHIBIT "A"

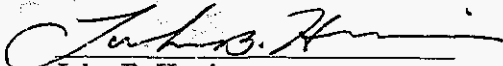
DESCRIPTION: (Water line easement)

A tract or parcel of land lying in Section 12, Township 46 South, Range 24 East, Lee County, Florida, described as follows:

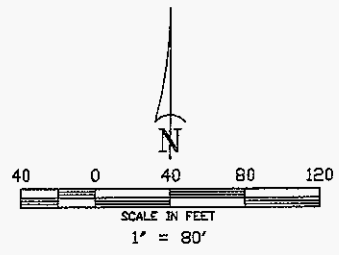
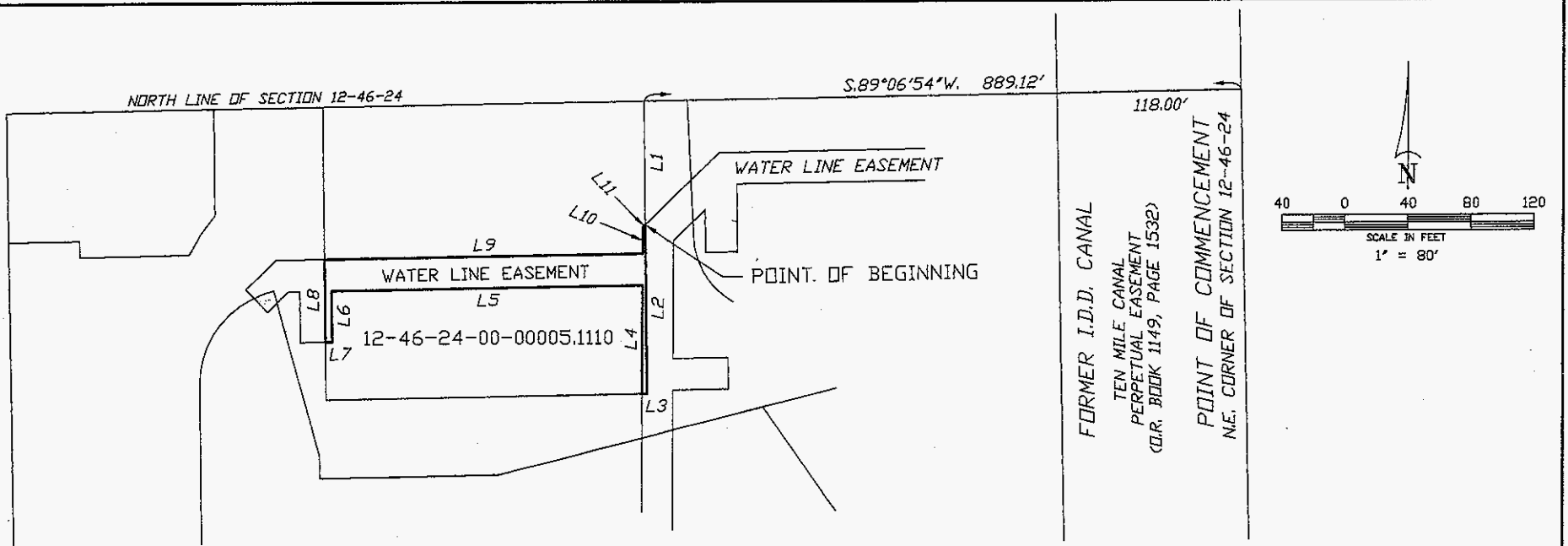
Commencing at the Northeast corner of the aforesaid Section 12; thence run S.89°06'54"W. along the North line of said Section 12 for 889.12 feet; thence run S.00°53'06"E. for 77.89 feet to the point of beginning of the herein described easement; thence continue S.00°53'06"E. for 106.36 feet; thence run S.89°06'54"W. for 3.12 feet; thence run N.00°04'38"W. for 68.50 feet; thence run S.89°07'15"W. for 198.25 feet; thence run S.00°53'06"E. for 32.00 feet; thence run S.89°06'54"W. for 4.26 feet; thence run N.00°53'06"W. for 52.00 feet; thence run N.89°07'15"E. for 202.80 feet; thence run N.00°04'38"W. for 16.34 feet; thence run N.46°04'02"E. for 2.24 feet to the point of beginning.

Said tract contains 4,440 square feet more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the North line of the aforesaid Section 12 as being S.89°06'54"W.



John B. Harris
P.S.M. #4631
August 26, 2005



LINE TABLE

Line	Bearing	Distance
L1	S.00°53'06"E.	77.89'
L2	S.00°53'06"E.	106.36'
L3	S.89°06'54"W.	3.12'
L4	N.00°04'38"W.	68.50'
L5	S.89°07'15"W.	198.25'
L6	S.00°53'06"E.	32.00'
L7	S.89°06'54"W.	4.26'
L8	N.00°53'06"W.	52.00'
L9	N.89°07'15"E.	202.80'
L10	N.00°04'38"W.	16.34'
L11	N.46°04'02"E.	2.24'

SKETCH OF LEGAL DESCRIPTION
WATER LINE EASEMENT

SECTION 12, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

EXHIBIT "B"

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (239) 772-9939 FAX: (239) 772-1315	
JOB #: T-WLE-F	JOHN B. HARRIS, PSM
SKETCH DATE: 8/26/05	FLORIDA LAND SURVEYOR #4631
FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921	

COPY

EXHIBIT "A"

DESCRIPTION: (Waterline easement)

A tract or parcel of land lying in Section 12, Township 46 South, Range 24 East, Lee County, Florida, described as follows:

Commencing at the Northeast corner of the aforesaid Section 12; thence run S.89°06'54"W. along the North line of said Section 12 for 410.19 feet; thence run S.00°53'06"E. for 16.98 feet to the point of beginning; thence continue S.00°53'06"E. for 40.02 feet; thence run S.89°06'54"W. for 10.58 feet; thence run N.00°53'06"W. for 4.01 feet; thence run S.89°05'34"W. for 197.85 feet; thence run N.00°53'06"W. for 20.00 feet; thence run N.89°05'34"E. for 192.31 feet; thence run N.44°17'50"E. for 22.72 feet to the point of beginning.

Said tract contains 4,340 square feet, more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the North line of the aforesaid Section 12 as being S.89°06'54"W.



John B. Harris
P.S.M. #4631
December 1, 2006

EXHIBIT "A"

DESCRIPTION: (Water line easement - Tract "A")

A tract or parcel of land lying in Section 12, Township 46 South, Range 24 East, Lee County, Florida, described as follows:

Commencing at the Northeast corner of the aforesaid Section 12; thence run S.89°06'54"W. along the North line of said Section 12 for 861.23 feet; thence run S.03°02'30"E. for 50.11 feet to the point of beginning; thence continue S.03°02'30"E. for 26.46 feet; thence run S.46°04'02"W. for 17.15 feet; thence run S.00°04'38"E. for 74.08 feet; thence run N.89°06'13"E. for 35.00 feet; thence run S.00°53'47"E. for 20.00 feet; thence run S.89°06'13"W. for 35.29 feet; thence run S.00°04'38"E. for 25.02 feet; thence run S.75°59'22"W. for 20.61 feet; thence run N.00°04'38"W. for 27.75 feet; thence run N.89°06'54"E. for 3.12 feet; thence run N.00°53'06"W. for 106.36 feet; thence run N.46°04'02"E. for 40.74 feet to the point of beginning.

TOGETHER WITH:

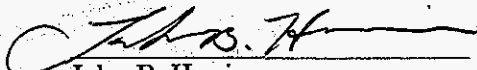
DESCRIPTION: (Waterline easement - Tract - "B")

A tract or parcel of land lying in Section 12, Township 46 South, Range 24 East, Lee County, Florida, described as follows:

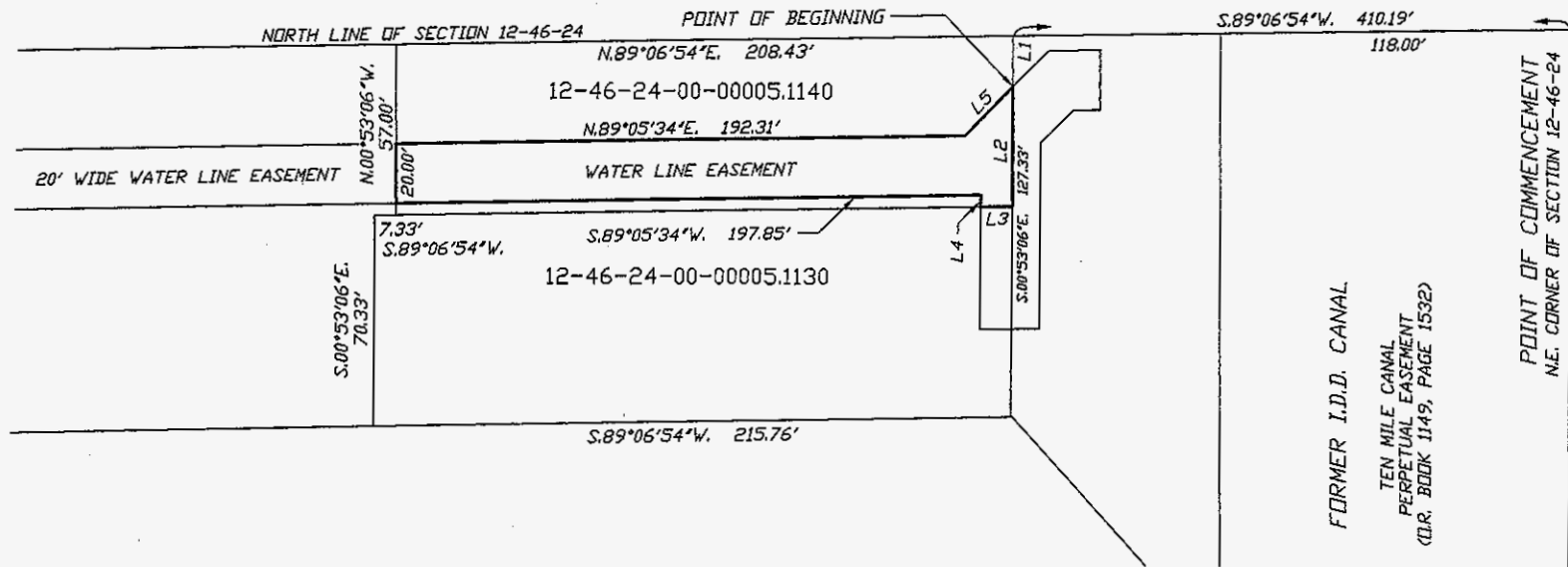
Commencing at the Northeast corner of the aforesaid Section 12; thence run S.89°06'54"W. along the North line of said Section 12 for 1093.79 feet; thence run S.00°53'06"E. for 95.73 feet to the point of beginning; thence continue S.00°53'06"E. for 52.00 feet; thence run S.89°06'54"W. for 15.74 feet; thence run N.00°53'06"W. for 32.00 feet; thence run S.89°07'15"W. for 7.30 feet; thence run S.45°58'40"W. for 9.78 feet; thence run N.15°41'54"W. for 7.68 feet to a point on a non-tangent curve; thence run Southwesterly for 13.55 feet along the arc of a curve concave Southeasterly, with a radius of 59.98 feet, a delta of 12°56'32", a chord bearing of S.70°34'13"W. and a chord distance of 13.52 feet; thence run N.44°01'20"W. (not radial to the previously described line) for 7.61 feet; thence run N.45°58'40"E. for 26.34 feet; thence run N.89°07'15"E. for 30.95 feet to the point of beginning.

All the above contains 4,953 square feet, more or less and is subject to easments, restrictions and reservations of record.

Bearings are based on the North line of the aforesaid Section 12 as being S.89°06'54"W.



John B. Harris
P.S.M. #4631
August 26, 2005

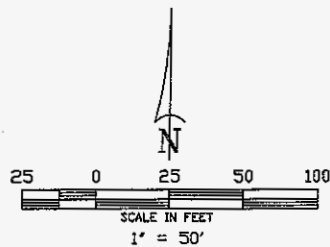


SKETCH OF LEGAL DESCRIPTION
WATER LINE EASEMENT
 SECTION 12, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA
EXHIBIT "B"

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

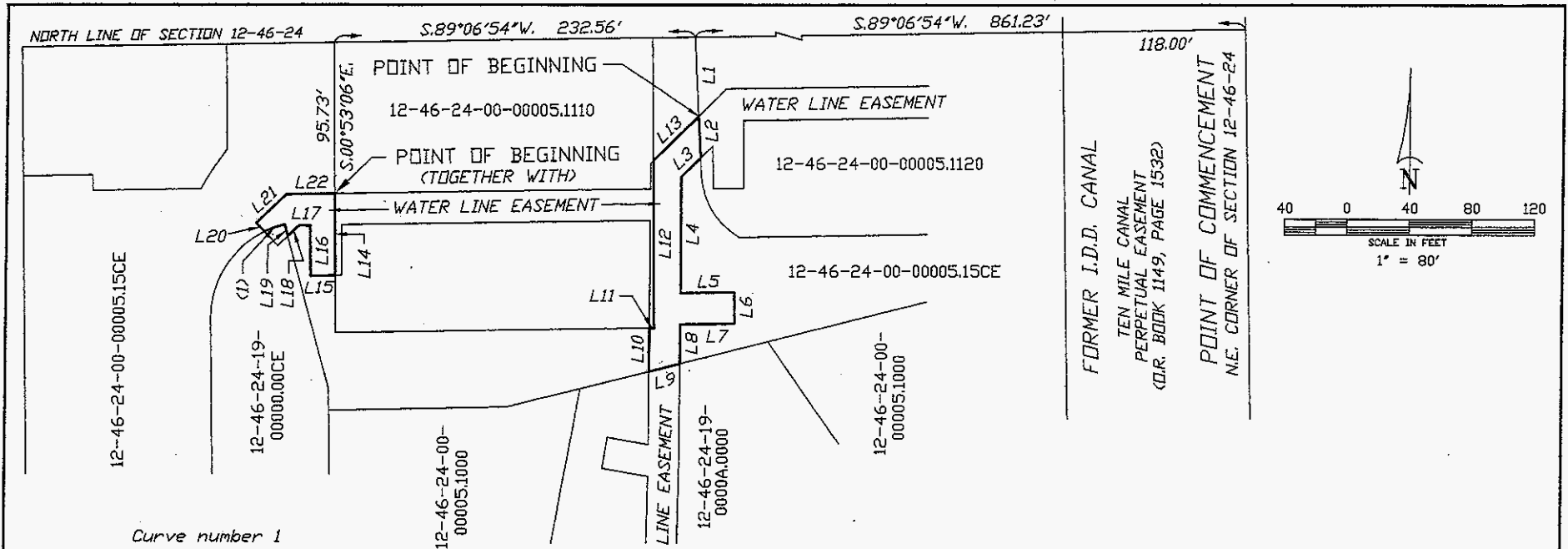
LINE TABLE

Line	Bearing	Distance
L1	S.00°53'06"E.	16.98'
L2	S.00°53'06"E.	40.02'
L3	S.89°06'54"W.	10.58'
L4	N.00°53'06"W.	4.01'
L5	N.44°17'50"E.	22.72'



HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (239) 772-9939 FAX: (239) 772-1315	<i>John B. Harris</i> NOVEMBER 30 2006
JOB #: T-WLE-B SKETCH DATE: 12/1/06	JOHN B. HARRIS, P.S.M. FLORIDA LAND SURVEYOR #4631
FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921	

COPY



Curve number 1
 Radius= 59.98'
 Delta= 12°56'32"
 Arc= 13.55'
 Tangent= 6.80'
 Chord= 13.52'
 Chord Brg.= S.70°34'13"W.

LINE TABLE

Line	Bearing	Distance
L1	S.03°02'30"E.	50.11'
L2	S.03°02'30"E.	26.46'
L3	S.46°04'02"W.	17.15'
L4	S.00°04'38"E.	74.08'
L5	N.89°06'13"E.	35.00'
L6	S.00°53'47"E.	20.00'
L7	S.89°06'13"W.	35.29'
L8	S.00°04'38"E.	25.02'
L9	S.75°59'22"W.	20.61'
L10	N.00°04'38"W.	27.75'
L11	N.89°06'54"E.	3.12'

LINE TABLE

Line	Bearing	Distance
L12	N.00°53'06"W.	106.36'
L13	N.46°04'02"E.	40.74'
L14	S.00°53'06"E.	52.00'
L15	S.89°06'54"W.	15.74'
L16	N.00°53'06"W.	32.00'
L17	S.89°07'15"W.	7.30'
L18	S.45°58'40"W.	9.78'
L19	N.15°41'54"W.	7.68'
L20	N.44°01'20"W.	7.61'
L21	N.45°58'40"E.	26.34'
L22	N.89°07'15"E.	30.95'

SKETCH OF LEGAL DESCRIPTION
WATER LINE EASEMENT
 SECTION 12, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA
EXHIBIT "B"

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (239) 772-9939 FAX: (239) 772-1315	<i>[Signature]</i> August 29, 2005
JOB #: T-WLE-E	JOHN E. HARRIS, PSM
SKETCH DATE: 8/26/05	FLORIDA LAND SURVEYOR #4631
FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921	

COPY



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) → 12462431000000CE

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:** **BS 20061607** **TERRA VERDE 25 CONDO ASSN**

Last Mailing Address: **17280-1 EAGLE TRACE** City: **FORT MYERS** State: **FL** Zip Code: **33908**

4. Grantee (Buyer): **THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS**

Last Mailing Address: **P. O. BOX 398** City: **FT. MYERS** State: **FL** Zip Code: **33902** Phone No.: **(239) 4798181**

5. Date of Sale/Transfer: / / 2007 Sale/Transfer Price: \$ 10 . 00 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 \$. 00

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

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

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

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

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

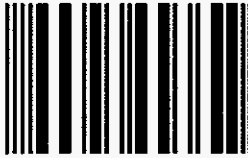
Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent *Thom Osterhout* Date **12/24/00**

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
<p>This copy to Property Appraiser</p> <p>O. R. Book <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> and Page Number <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> and File Number <input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/><input type="checkbox"/> Date Recorded <input type="checkbox"/><input type="checkbox"/> / <input type="checkbox"/><input type="checkbox"/> / <input type="checkbox"/><input type="checkbox"/> <small>Month Day Year</small></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

124624310000000CE

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:

BS 20061607

TERRA VERDE 25 CONDO ASSN

Last

17280-1 EAGLE TRACE

First

FORT MYERS

MI

FL

Corporate Name (if applicable)
 33908

Mailing Address

THOM OSTERHOUT

City

AS AGENT:

State

FOR LEE CO. BD. OF

Zip Code

CO. COMMISSIONERS

Phone No.

4. Grantee (Buyer):

Last

P. O. BOX 398

First

FT. MYERS

MI

FL

Corporate Name (if applicable)
 33902 (2394798181

Mailing Address

City

State

Zip Code

Phone No.

5. Date of Sale/Transfer

2007

\$

\$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

\$

. 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

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

[Handwritten Signature]

Date 12/22/06

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

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

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061607-UTL

**PROJECT NAME: TERRAVERDE COUNTRY CLUB,
PHASES 5-E AND 5-F**

**EASEMENT NAME: TERRA VERDE 25
Condominium Association, Inc**

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

12-46-24-31-00000.00CE

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this _____ day of _____ 200____, by and between "**TERRAVERDE 25 CONDOMINIUM ASSOCIATION, INC.**" Owner, hereinafter referred to as GRANTOR(S), and "**LEE COUNTY**", a political subdivision 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.

BS 20061607-UTL



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.

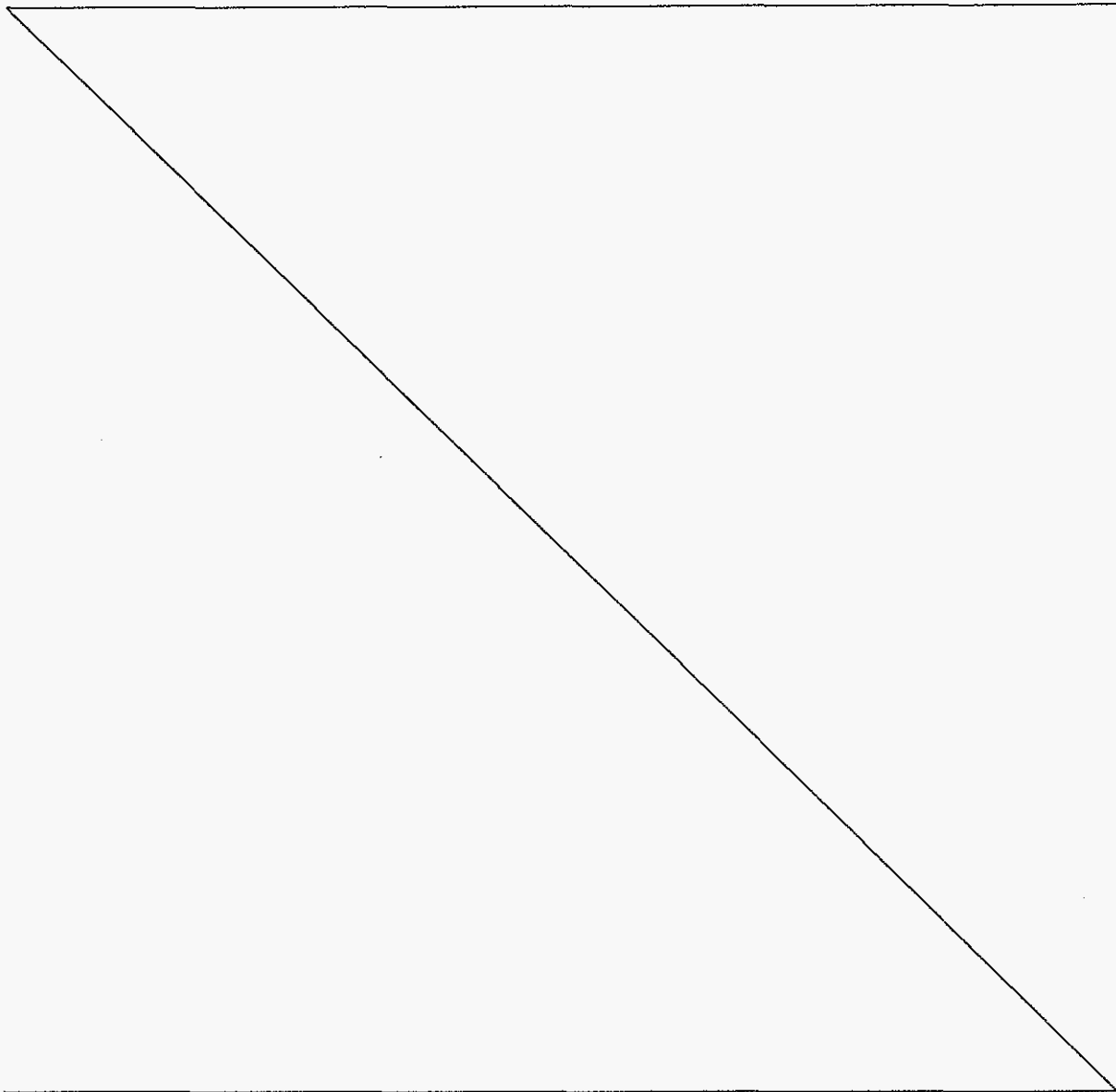
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Mike Garvey

[Type or Print Name]

[Signature]

[2nd Witness' Signature]

Karin Colson

[Type or Print Name]

BY:

[Signature]

[Signature Grantor's/Owner's]

Richard Burgeson

[Type or Print Name]

Pres.

[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 11 day of April 2006 by Richard Burgeson who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

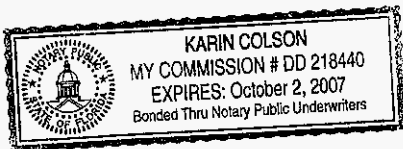
[stamp or seal]

[Signature]

[Signature of Notary]

Karin Colson

[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire

EXHIBIT "A"

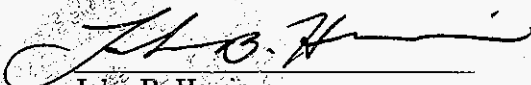
DESCRIPTION: (Water line easement)

A tract or parcel of land lying in Section 12, Township 46 South, Range 24 East, Lee County, Florida, described as follows:

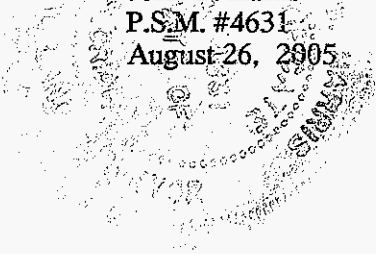
Commencing at the Northeast corner of the aforesaid Section 12; thence run S.89°06'54"W. along the North line of said Section 12 for 618.63 feet; thence run S.00°53'06"E. for 33.07 feet to the point of beginning of the herein described easement; thence continue S.00°53'06"E. for 20.00 feet; thence run S.89°05'34"W. for 211.75 feet; thence run S.00°53'06"E. for 42.92 feet; thence run S.89°06'54"W. for 20.00 feet; thence run N.00°53'06"W. for 27.00 feet; thence run S.46°04'02"W. for 10.90 feet; thence run N.03°02'30"W. for 26.46 feet; thence run N.46°04'02"E. for 24.79 feet; thence run N.89°05'34"E. for 222.60 feet to the point of beginning.

Said tract contains 5,687 square feet more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the North line of the aforesaid Section 12 as being S.89°06'54"W.



John B. Harris
P.S.M. #4631
August 26, 2905



S.89°06'54"W. 618.63'

NORTH LINE OF SECTION 12-46-24

N.89°06'54"E. 242.60'

POINT OF BEGINNING

N.89°05'34"E. 222.60'

WATER LINE EASEMENT

S.89°05'34"W. 211.75'

12-46-24-31-00000.00CE

S.89°06'54"W. 207.59'

33.07'
20.00'
57.00'
S.00°53'06"E.

7.33'
S.89°06'54"W.

70.33'
S.00°53'06"E.

118.00'

20' WIDE WATER
LINE EASEMENT

20' WIDE WATER
LINE EASEMENT

N.03°02'30"W. 86.28'
L6
L5
L4
L3
L2
L1

FORMER I.D.D. CANAL

TEN MILE CANAL
PERPETUAL EASEMENT
(C.R. BOOK 1149, PAGE 1532)

POINT OF COMMENCEMENT
N.E. CORNER OF SECTION 12-46-24

Curve number 1

Radius= 50.00'

Delta= 57°08'37"

Arc= 49.87'

Tangent= 27.23'

Chord= 47.83'

Chord Brg.= N.31°36'48"W.

SKETCH OF LEGAL DESCRIPTION

WATER LINE EASEMENT

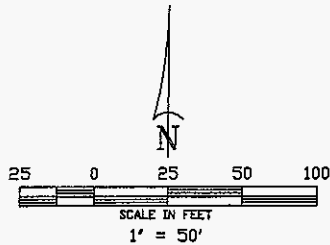
SECTION 12, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

EXHIBIT "B"

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

LINE TABLE

Line	Bearing	Distance
L1	S.00°53'06"E.	42.92'
L2	S.89°06'54"W.	20.00'
L3	N.00°53'06"W.	27.00'
L4	S.46°04'02"W.	10.90'
L5	N.03°02'30"W.	26.46'
L6	N.46°04'02"E.	24.79'



HARRIS - JORGENSEN, INC.
2706 S.E. SANTA BARBARA PLACE
CAPE CORAL, FLORIDA
PHONE: (239) 772-9939
FAX: (239) 772-1315

JOB # T-WLE-C

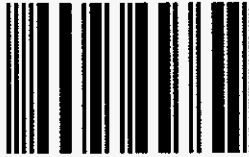
SKETCH DATE: 11/8/06

NOV 08 2006

JOHN B. HARRIS, PSM
FLORIDA LAND SURVEYOR #4631

FLORIDA CERTIFICATE OF AUTHORIZATION LB #692L

COPY



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

1246240000000000CE

2. Mark (x) all that apply

Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

Property was improved with building(s) at time of sale/transfer? →

EASEMENT :

BS 20061607

TERRA VERDE A-Z CONDOS

3. Grantor (Seller):

Last First MI
17750 ISLANDS PARK RD

City State
FORT MYERS FL

Corporate Name (if applicable)
33908

4. Grantee (Buyer):

Mailing Address
THOM OSTERHOUT

City State
AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS

Zip Code Phone No.
33902 (2394798181

Last First MI
P. O. BOX 398

City State
FT. MYERS FL

Corporate Name (if applicable)
33902 (2394798181

5. Date of Sale/Transfer

2007 \$

\$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

\$

. 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

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

Thom Osterhout

Date

12/22/06

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

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

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061607-UTL

**PROJECT NAME: TERRAVERDE COUNTRY CLUB,
PHASES 5-E AND 5-F**

EASEMENT NAME: TERRA VERDE A-Z CONDOS

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

12-46-24-00-00000.00CE

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 200 , by and between "TERRA VERDE A-Z CONDO." Owner, hereinafter referred to as GRANTOR(S), and "LEE COUNTY", a political subdivision 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.

BS 20061607-UTL

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.

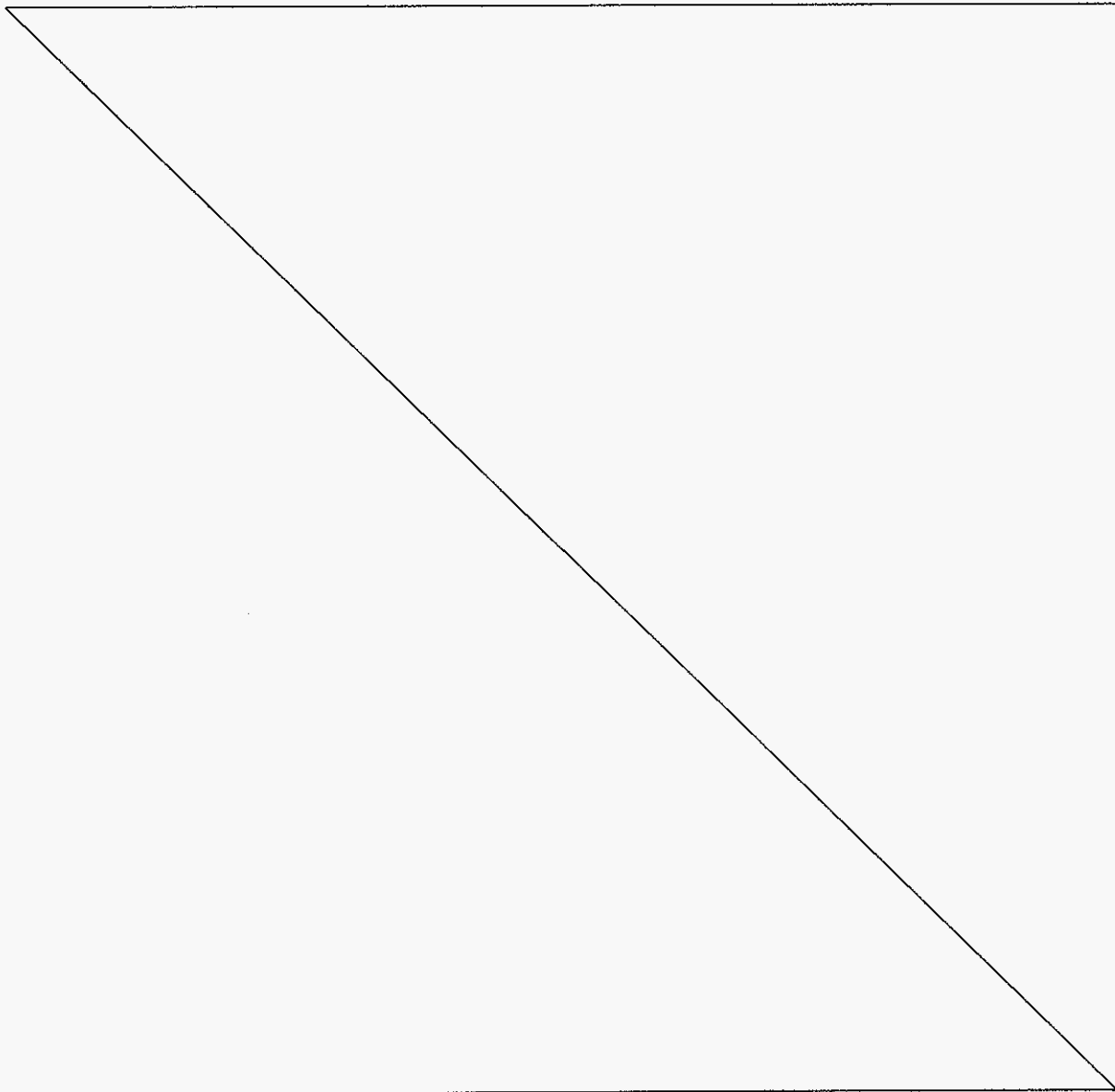
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment 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 W. Colson
[1st Witness' Signature]

John W. Colson
[Type or Print Name]

KAC
[2nd Witness Signature]

Karin Colson
[Type or Print Name]

BY: Marie T. Connolly, Reg. Agent

[Signature Grantor's/Owner's]

Marie T. Connolly
[Type or Print Name]

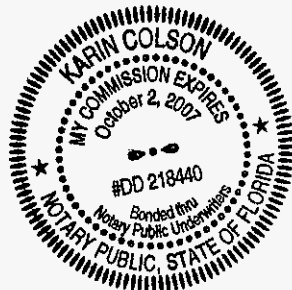
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 20 day of Nov 2006 by Marie T. Connolly who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



KAC
[Signature of Notary]

Karin Colson
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire

EXHIBIT "A"

DESCRIPTION: (Water line easement)

A tract or parcel of land lying in Section 12, Township 46 South, Range 24 East, Lee County, Florida, described as follows:

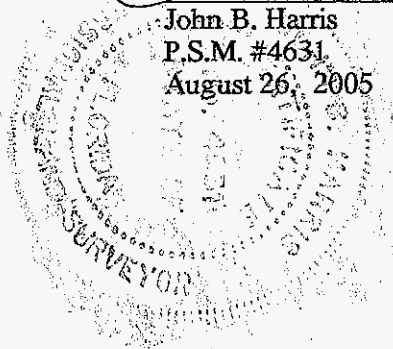
Commencing at the Northeast corner of the aforesaid Section 12; thence run S.89°06'54"W. along the North line of said Section 12 for 1093.79 feet; thence run S.00°53'06"E. for 147.73 feet; thence S.89°06'54"W. for 15.74 feet; thence run N.00°53'06"W. for 32.00 feet; thence run S.89°07'15"W. for 7.30 feet; thence run S.45°58'40"W. for 9.78 feet to the point of beginning; thence continue S.45°58'40"W. for 8.65 feet; thence run N.44°01'20"W. for 12.39 feet to a point on a non-tangent curve; thence run Northeasterly for 13.55 feet along the arc of a curve concave Southwesterly, with a radius of 59.98 feet, a delta of 12°56'32", a chord bearing of N.70°34'13"E. and a chord distance of 13.52 feet; thence run S.15°41'54"E. (not radial to the previously described line) for 7.68 feet to the point of beginning.

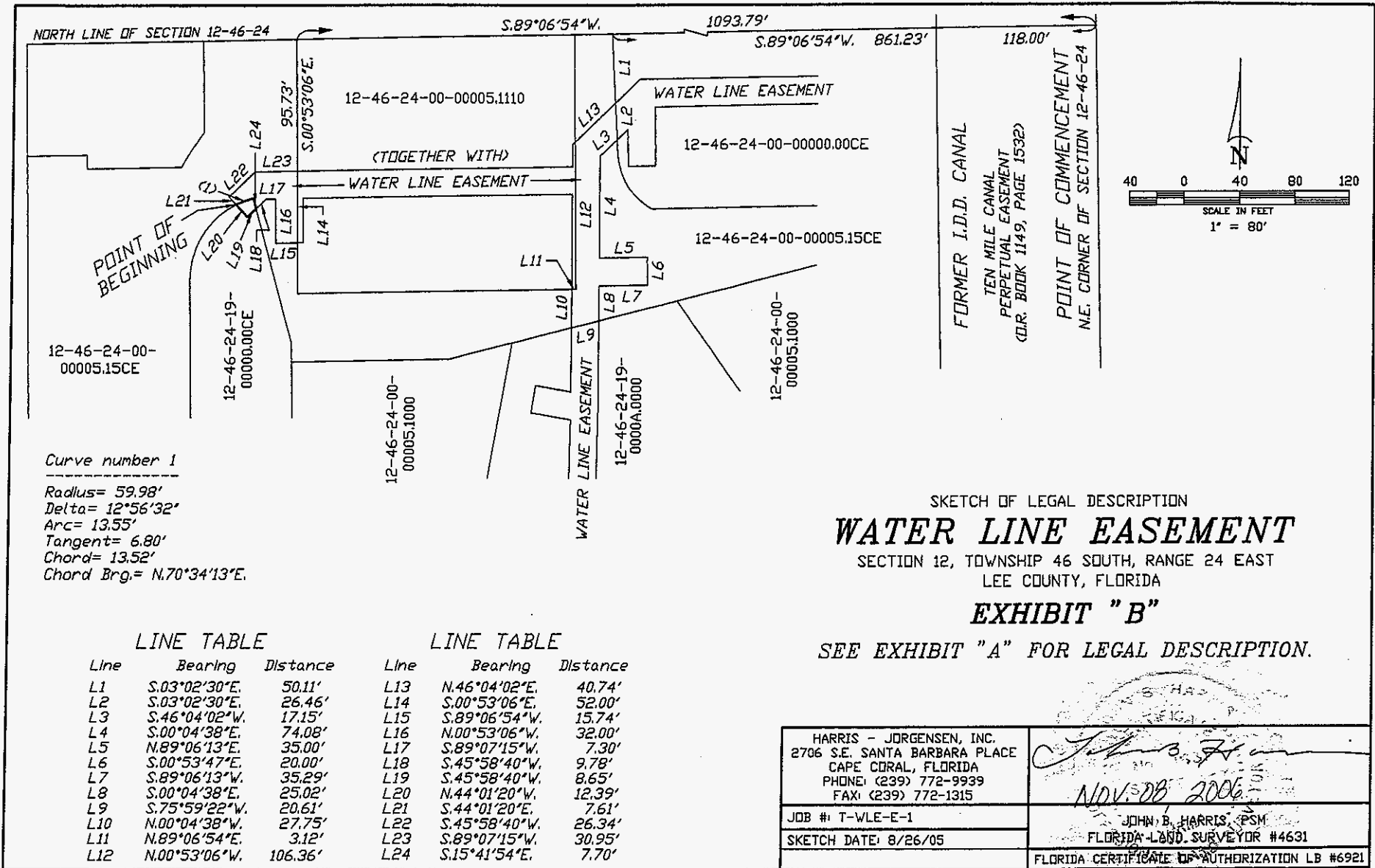
Said tract contains 109 square feet more or less and is subject to easements, restrictions and reservations of record.

Bearings are based on the North line of the aforesaid Section 12 as being S.89°06'54"W.



John B. Harris
P.S.M. #4631
August 26, 2005





Curve number 1
 Radius= 59.98'
 Delta= 12°56'32"
 Arc= 13.55'
 Tangent= 6.80'
 Chord= 13.52'
 Chord Brg.= N.70°34'13"E.

SKETCH OF LEGAL DESCRIPTION
WATER LINE EASEMENT
 SECTION 12, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA
EXHIBIT "B"

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

LINE TABLE

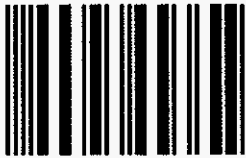
Line	Bearing	Distance
L1	S.03°02'30"E.	50.11'
L2	S.03°02'30"E.	26.46'
L3	S.46°04'02"W.	17.15'
L4	S.00°04'38"E.	74.08'
L5	N.89°06'13"E.	35.00'
L6	S.00°53'47"E.	20.00'
L7	S.89°06'13"W.	35.29'
L8	S.00°04'38"E.	25.02'
L9	S.75°59'22"W.	20.61'
L10	N.00°04'38"W.	27.75'
L11	N.89°06'54"E.	3.12'
L12	N.00°53'06"W.	106.36'

LINE TABLE

Line	Bearing	Distance
L13	N.46°04'02"E.	40.74'
L14	S.00°53'06"E.	52.00'
L15	S.89°06'54"W.	15.74'
L16	N.00°53'06"W.	32.00'
L17	S.89°07'15"W.	7.30'
L18	S.45°58'40"W.	9.78'
L19	S.45°58'40"W.	8.65'
L20	N.44°01'20"W.	12.39'
L21	S.44°01'20"E.	7.61'
L22	S.45°58'40"W.	26.34'
L23	S.89°07'15"W.	30.95'
L24	S.15°41'54"E.	7.70'

HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (239) 772-9939 FAX: (239) 772-1315	<i>John B. Harris</i> NOV 28 2006 JOHN B. HARRIS, PSM FLORIDA LAND SURVEYOR #4631
JOB #: T-WLE-E-1	FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921
SKETCH DATE: 8/26/05	

COPY



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 0 1 2 3 4 5 6 7 8 9 0123456789 0123456789
 (If Parcel ID not available please call County Property Appraiser's Office) → 124624000000519CE

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:** BS 20061607 **TERRA VERDE JOINT VENTURE INC**

Last Mailing Address First City MI State Corporate Name (if applicable)
 4500 EXECUTIVE DR STE 300 NAPLES FL 34119

4. Grantee (Buyer): **THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS**

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

5. Date of Sale/Transfer 2007 \$ 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: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare
 Mark (x) all that apply

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

12. Amount of Documentary Stamp Tax \$ 0.70

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

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 *[Signature]* Date 12/24/06

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

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

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061607-UTL

**PROJECT NAME: TERRAVERDE COUNTRY CLUB,
PHASES 5-E AND 5-F**

**EASEMENT NAME: TERRA VERDE JOINT
VENTURES, INC**

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

12-46-24-00-00005.19CE

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 200 , by and between "TERRA VERDE JOINT VENTURES, INC." Owner, hereinafter referred to as GRANTOR(S), and "LEE COUNTY", a political subdivision 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.

BS 20061607-UTL

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.

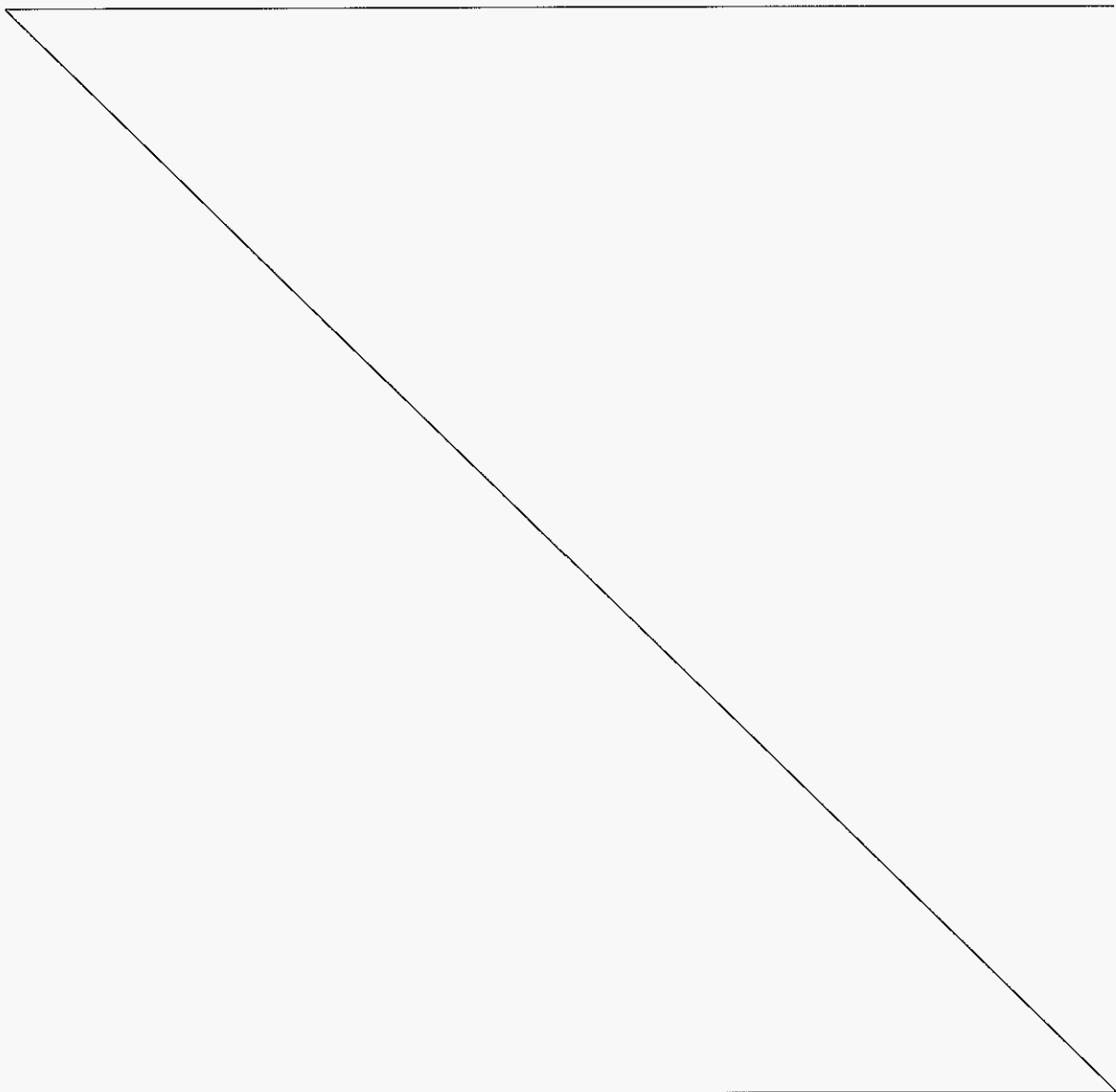
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Silvia Turner
[Type or Print Name]

[Signature]
[2nd Witness' Signature]

Joseph Karkut
[Type or Print Name]

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

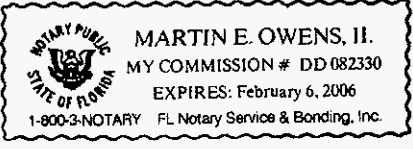
Karin Colson
[Type or Print Name]

Sec/tres.
[Title]

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 19th day of August 2005 by Karin Colson who ~~produced the following as identification~~ or is personally known to me and who ~~did~~ did not take an oath.

[stamp or seal]



[Signature]
[Signature of Notary]

MARTIN E. OWENS II
[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire

EXHIBIT "A"

DESCRIPTION: (Water line easement)

A tract or parcel of land lying in Section 12, Township 46 South, Range 24 East, Lee County, Florida, described as follows:

Commencing at the Northeast corner of the aforesaid Section 12; thence run S.89°06'54"W. along the North line of said Section 12 for 381.21 feet; thence run S.00°52'45"E. for 5.04 feet to the point of beginning of the herein described easement; thence continue S.00°52'45"E. for 20.00 feet; thence run S.89°05'52"W. for 8.73 feet; thence run S.44°17'50"W. for 15.28 feet; thence run S.00°53'06"E. for 62.18 feet; thence run S.89°06'54"W. for 9.42 feet; thence run N.00°53'06"W. for 81.01 feet; thence run N.44°17'50"E. for 16.93 feet; thence run N.89°05'52"E. for 16.98 feet to the point of beginning.

Said tract contains 1,254 square feet more or less and is subject to easements, restrictions and reservations of record.

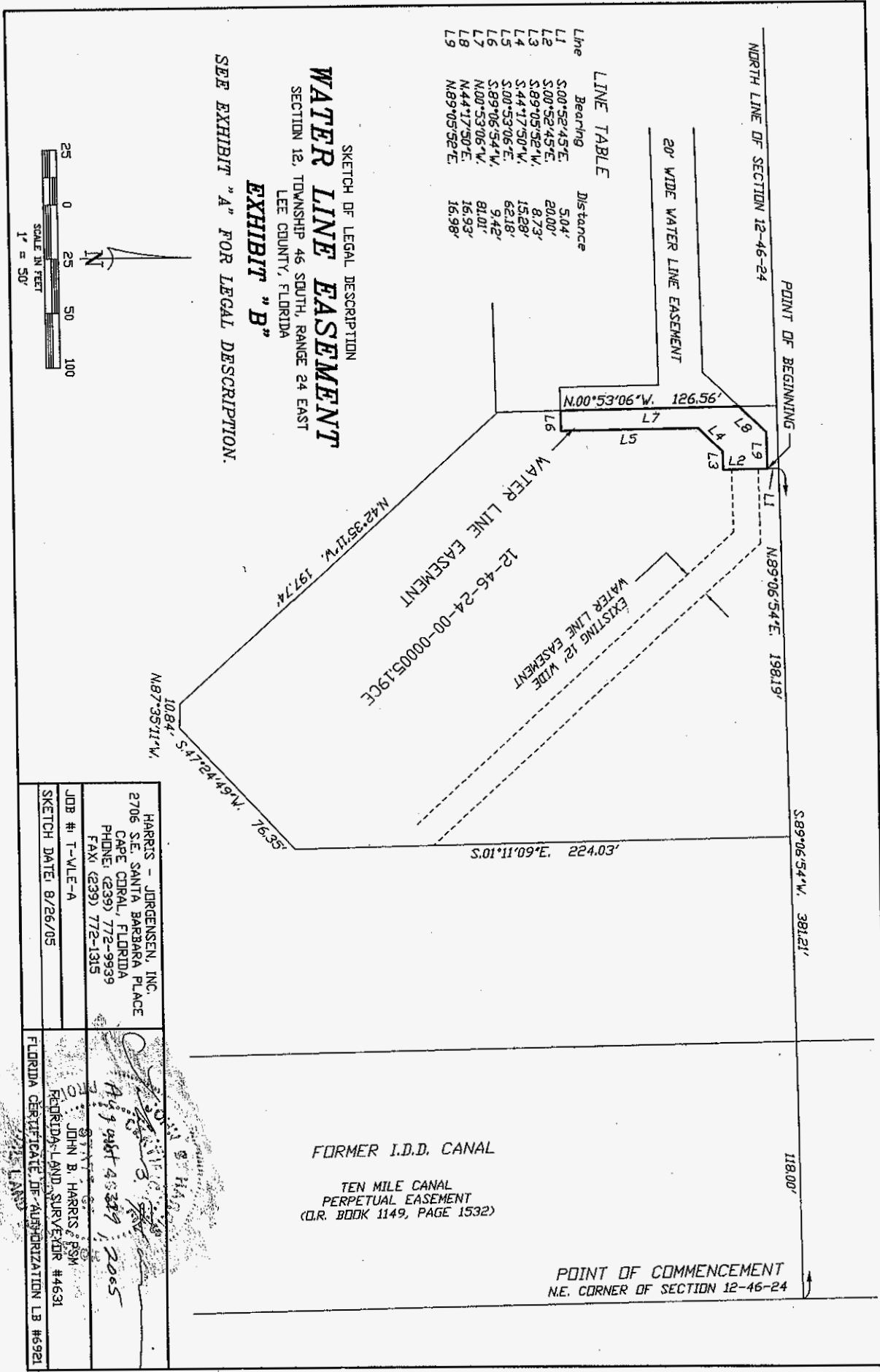
Bearings are based on the North line of the aforesaid Section 12 as being S.89°06'54"W.


John B. Harris

P.S.M. #4631

August 26, 2005

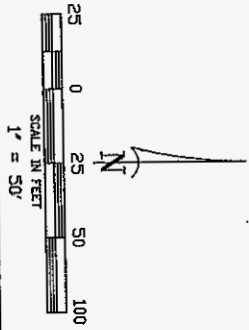

SURVEYOR



LINE TABLE

Line	Bearing	Distance
L1	S.00°52'45"E	5.04'
L2	S.00°52'45"E	20.00'
L3	S.89°05'52"W	8.73'
L4	S.44°17'50"W	15.28'
L5	S.00°53'06"E	62.18'
L6	S.89°06'54"W	9.42'
L7	N.00°53'06"W	81.01'
L8	N.44°17'50"E	16.93'
L9	N.89°05'52"E	16.98'

SKETCH OF LEGAL DESCRIPTION
WATER LINE EASEMENT
 SECTION 12, TOWNSHIP 46 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA
EXHIBIT "B"
 SEE EXHIBIT "A" FOR LEGAL DESCRIPTION.

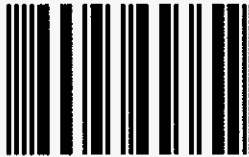


COPY

HARRIS - JORGENSEN, INC. 2706 S.E. SANTA BARBARA PLACE CAPE CORAL, FLORIDA PHONE: (239) 772-9939 FAX: (239) 772-1315	JOHN B. HARRIS, FSM REGISTERED LAND SURVEYOR #4631 August 4, 2005
JOB # T-VLE-A SKETCH DATE: 8/26/05	FLORIDA CERTIFICATE OF AUTHORIZATION LB #6921

FORMER I.D.D. CANAL
 TEN MILE CANAL
 PERPETUAL EASEMENT
 (C.R. BOOK 1149, PAGE 1532)

POINT OF COMMENCEMENT
 N.E. CORNER OF SECTION 12-46-24



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

12462400000051130

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:

BS 20061607

TERRA VERDE JOINT VENTURE INC

Last First MI
17280-1 EAGLE TRACE

City State
FORT MYERS FL

Corporate Name (if applicable)
33908

Mailing Address
THOM OSTERHOUT

City State
AS AGENT: FOR LEE CO. BD. OF

Zip Code Phone No.
CO. COMMISSIONERS

4. Grantee (Buyer):

Last First MI
P. O. BOX 398

City State
FT. MYERS FL

Corporate Name (if applicable)
33902 (2394798181)

Mailing Address

City

State

Zip Code

Phone No.

5. Date of Sale/Transfer

2007 \$

\$10

. 00

Property 46 County Code
 Located In

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 →

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

YES NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other
 than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent

Date **12/22/06**

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

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

This copy to Department of Revenue

TO: RECORDERS OFFICE

PLEASE PUT MY NAME ON THE ATTENTION LINE:

Sue Gulledge

**CHARGE TO: LEE COUNTY UTILITIES -
LCU 500283**

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20061607-UTL

**PROJECT NAME: TERRAVERDE COUNTRY CLUB,
PHASES 5-E AND 5-F**

**EASEMENT NAME: TERRA VERDE JOINT
VENTURES, INC**

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

12-46-24-00-00005.1130

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 200 , by and between "**TERRA VERDE JOINT VENTURES, INC.**" Owner, hereinafter referred to as GRANTOR(S), and "**LEE COUNTY**", a political subdivision 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.

BS 20061607-UTL



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.

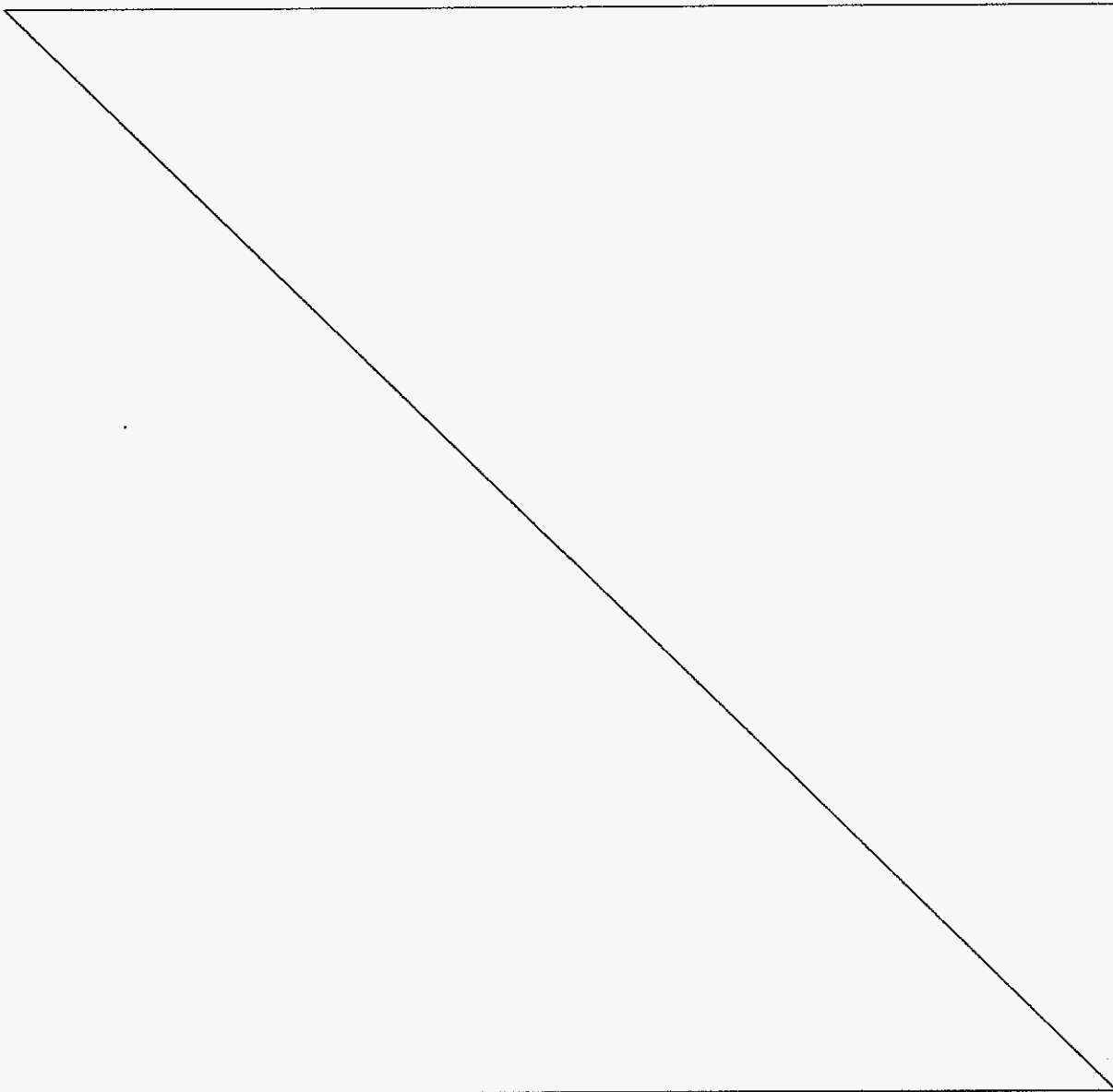
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Debra K. Blackwell
[1st Witness' Signature]
Debra K. Blackwell

[Type or Print Name]

[Signature]
[2nd Witness' Signature]
[Signature]
[Type or Print Name]

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

Karin Colson

[Type or Print Name]

[Type or Print Name]

Sec. / Treasurer

[Title]

[Title]

STATE OF FLORIDA

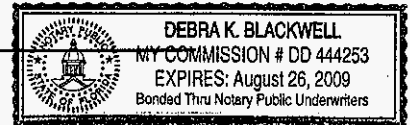
COUNTY OF Lee Collier

The foregoing instrument was signed and acknowledged before me this 2nd day of November 2006 by Karin Colson 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]

[Typed or Printed Name]



Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM

BY: _____
Office of the County Attorney
Scott S. Coover, Esquire

EXHIBIT "A"

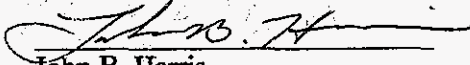
DESCRIPTION: (Waterline easement)

A tract or parcel of land lying in Section 12, Township 46 South, Range 24 East, Lee County, Florida, described as follows:

Commencing at the Northeast corner of the aforesaid Section 12; thence run S.89°06'54"W. along the North line of said Section 12 for 410.19 feet; thence run S.00°53'06"E. for 57.00 feet to the point of beginning; thence continue S.00°53'06"E. for 40.99 feet; thence run S.89°06'54"W. for 10.58 feet; thence run N.00°53'06"W. for 40.99 feet; thence run N.89°06'54"E. for 10.58 feet to the poing of beginning.

Said tract contains 433.7 square feet, more or less and is subject to easments, restrictions and reservations of record.

Bearings are based on the North line of the aforesaid Section 12 as being S.89°06'54"W.



John B. Harris
P.S.M. #4631
December 1, 2006

