

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

Blue Sheet No. 20070026-UTL

1. Action Requested/Purpose:

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of two (2) utility easements as a donation of water distribution and gravity collection systems to provide potable water service, fire protection and sanitary sewer service to *Emerson Square, Phases 1 & 2*, a residential development. This is a developer contributed asset project located on the west side of S. Tamiami Trail approximately 2,000' south of Alico Road in Estero.

2. What Action Accomplishes:

Places the potable water and sanitary sewer facilities into operation and complies with the Lee County Utilities Operations Manual.

3. Management Recommendation:

Approval.

4. Departmental Category: 10 – Utilities

CIOB

5. Meeting Date:

FEB 06 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 1-18-2007
Douglas L. Meurer, P.E., Director

9. Background:

This project is located within the former Gulf Environmental Services' service area; however, it was built to Lee County Utilities' Standards and Specifications.

The Board granted permission to construct on 08/24/04, Blue Sheet #20040989.

The installation has been inspected for conformance to the Lee County Utilities Operations Manual.

Satisfactory pressure and bacteriological testing of the water system has been completed.

Satisfactory pressure testing of the force main has been completed.

Satisfactory closed circuit television inspection of the gravity collection system has been performed.

Satisfactory lift station start-ups have been performed. (L/S#7832)

Record Drawings have been provided.

Engineer's Certification of Completion has been provided---copy attached.

Project location map---copy attached.

Warranty has been provided---copy attached.

Waiver of Lien has been provided---copy attached.

Certification of Contributory Assets has been provided---copy attached.

100% of the connection fees have been paid.

Funds are available for recording fees in account number OD5360748700.504930.

SECTION 07 TOWNSHIP 46S RANGE 25E 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: 1-19-07	N/A	N/A	<u>T.O.</u> T. Osterhout Date: 1/18	<u>S. Covert</u> S. Covert Date: 1/22/07	<u>ekw</u> 1-23-07	<u>MR</u> 1-23-07	<u>JK</u> 1-23/07	<u>JK</u> 1/23/07	<u>J. Lavender</u> Date: 1-19-07

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
 1/23 8:00 AM
 to EW
 COUNTY ADMIN FORWARDED TO:
 1/24 12:00
 to PR

Rec. by CoAtty
 Date: 1/22/07
 Time: 3:00pm
 Forwarded To:
 1/22/07
 4:10pm

RESOLUTION NO.

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

WHEREAS, it is the desire of " HARMONY POINTE AT EMERSON SQUARE CONDO ASSN, INC " owner of record, to make a contribution to Lee County Utilities of water facilities (potable water and fire protection), and sewer facilities (gravity collection system and sanitary sewer), serving "EMERSON SQUARE, PHASES 1 & 2"; 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 **\$1,342,020.94** 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 _____, 2007.

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 20070026-UTL

COPY

LETTER OF COMPLETION

DATE: July 7, 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 and sanitary sewer** located in Emerson Square Phase 1 (Name of Development/Project) were designed by me and have been constructed in conformance with: **the approved plans and the approved specifications**

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

Very truly yours,

Johnson Engineering, Inc.

(Owner or Name of Corporation/Firm)



(Signature)

Dana L. Hume, P.E.

(Title)

(Seal of Engineering Firm)



COPY

LETTER OF COMPLETION

DATE: 7/27/2006

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 and sanitary sewer systems** located in
Emerson Square Phase 2 Utilities
(Name of Development/Project)

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

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

Very truly yours,

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

 8/16/06

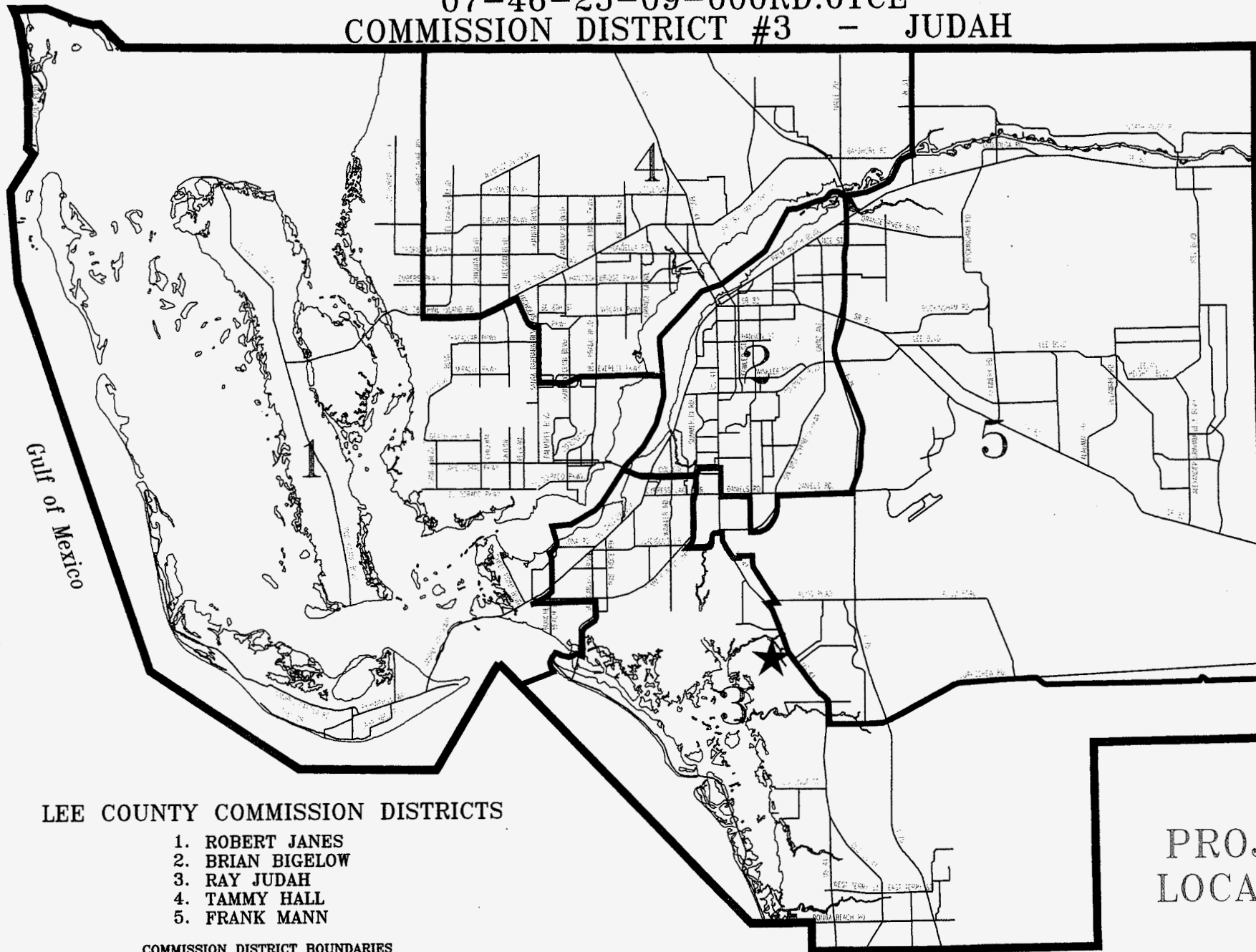
(Signature)

Dana L. Hume, P.E.
(Name and Title)

(Seal of Engineering Firm)



EMERSON SQUARE, PHASES 1 & 2
07-46-25-09-000RD.01CE
COMMISSION DISTRICT #3 - JUDAH



Gulf of Mexico

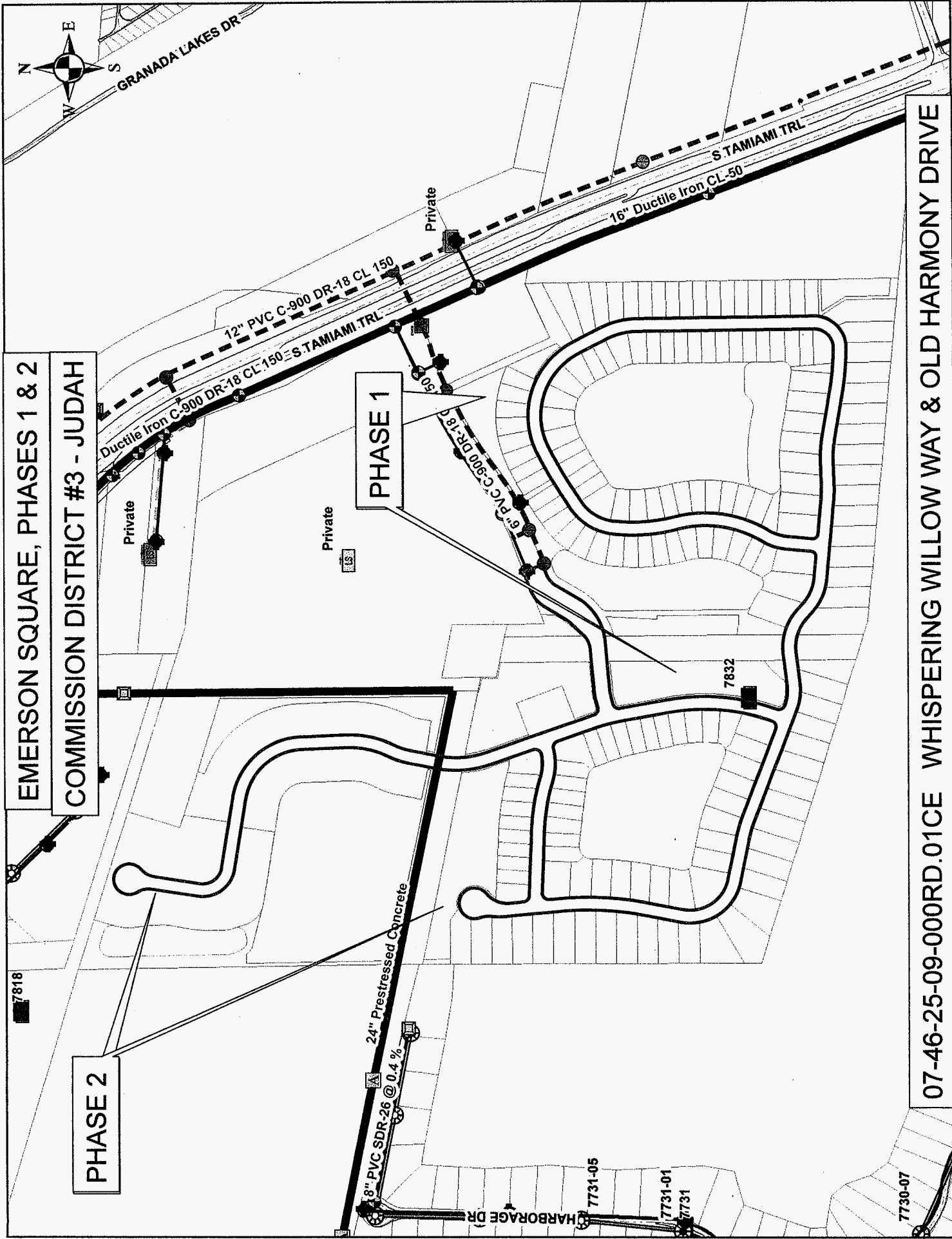
LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

PROJECT
LOCATION

COPY



07-46-25-09-000RD.01CE WHISPERING WILLOW WAY & OLD HARMONY DRIVE

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of EMERSON SQUARE Phase 1 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.

HALEAKALA CONSTRUCTION INC.

(Name of Owner/Contractor)

BY: 

(Signature of Owner/Contractor)

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 7 th day of JULY, 2006 by Brenda K. Merchant who has produced the following as identification - personally known , and who did not take an oath.


Notary Public Signature



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Linda Mahon
Printed Name of Notary Public

(Notary Seal & Commission Number)



WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of EMERSON SQUARE PHASE 2 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.

HALEAKALA CONSTRUCTION INC.

(Name of Owner/Contractor)

BY: 

(Signature of Owner/Contractor)

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 12 th day of DEC, 2005 by Brenda K. Merchant who has produced the following as identification - personally known , and who did not take an oath.


Notary Public Signature

Linda Mahon
Printed Name of Notary Public



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bundled Title
Allstate Bonding Co., Inc.

(Notary Seal & Commission Number)



To Whom It May Concern:

Please accept this letter as certification that the structures supplied to, EMERSON SQUARE PHASE 1, were coated on the inside with IET Systems by Paints and Coatings, Inc.

Yours truly,

Carl A. Laquidara
President

A handwritten signature in black ink, appearing to read "C.A. Laquidara", written over the printed name.

RECEIVED JUL 29 2005

COPY

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of
Seven Hundred Eighty-eight Thousand Four Hundred Sixty-six Dollars and 84/100 (\$788,466.84)
hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to
Centex Homes on the job of Emerson Square, Phase 1 to the following described property:

Emerson Square, Phase 1

(Name of Development/Project)

Lots 71-106 Whispering Willow Way and
Lots 1-10 & 34 Old Harmony Drive

(Location)

Water Distribution System , Gravity Collection System ,
Force Main and Lift Station

(Facilities Constructed)

07-46-25-09-000RD.01CE

(Strap # or Section, Township & Range)

Dated on: October 11, 2006

By: 

(Signature of Authorized Representative)

By: Brenda K. Merchant

(Print Name of Authorized Representative)

Title: Authorized Agent

Phone #: (239)598-1968 Ext.

Haleakala Construction, Inc.

(Name of Firm or Corporation)

5758 Taylor Road

(Address of Firm or Corporation)

Naples, FL 34109-

(City, State & Zip Of Firm Or Corporation)

Fax#: (239)598-9418

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 11 th day of October, 2006 by
Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

 **Linda Mahon**
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(Notary Seal & Commission Number)



(Notary Public Signature)

Linda Mahon

(Printed Name of Notary Public)



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

COPY

The undersigned lienor, in consideration of the final payment in the amount of Five Hundred Fifty Three Thousand, Five Hundred Fifty Four Dollars and Ten Cents (\$553,554.10) hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Centex Homes on the job of EMERSON SQUARE PHASE 2 UTILITIES to the following described property:

EMERSON SQUARE PHASE 2 UTILITIES
(Name of Development/Project)
Buildings A - AA Old Harmony Drive &
Lots 1-70 Whispering Willow Way
(Location)

water distribution and sanitary sewer systems
(Facilities Constructed)
07-46-25-09-000RD.01CE
(Strap # or Section, Township & Range)

Dated on: October 30, 2006

By: [Signature]
(Signature of Authorized Representative)

HALEAKALA CONSTRUCTION INC.
(Name of Firm or Corporation)

By: Brenda K. Merchant
(Print Name of Authorized Representative)

5758 TAYLOR RD
(Address of Firm or Corporation)

Title: Authorized Agent

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

Phone #: (239)598-1968 Ext.

Fax#: (239)598-9418

STATE OF FL)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 30 th day of October, 2006 by Brenda K. Merchant. who has produced the following as identification - personally known , and who did not take an oath.

 Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Linda Mahon
(Notary Public Signature)

(Notary Seal & Commission Number)

Linda Mahon
(Printed Name of Notary Public)



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

CERTIFYING:

X

(Signature of Certifying Agent)

BRENDA K. MERCHANT AUTHORIZED AGENT

(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC.

(Name of Firm or Corporation)

5758 TAYLOR ROAD

(Address of Firm or Corporation)

NAPLES, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 11 th day of July, 2006 by BRENDA K. MERCHANT who is personally known to me - _____, and who did not take an oath.

Linda Mahon
Notary Public Signature

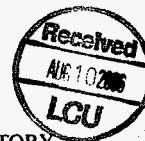
LINDA MAHON
Printed Name of Notary Public

DD177119
Notary Commission Number



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL)



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

CERTIFYING:

X

(Signature of Certifying Agent)

BRENDA K. MERCHANT AUTHORIZED AGENT

(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC.

(Name of Firm or Corporation)

5758 TAYLOR ROAD

(Address of Firm or Corporation)

NAPLES, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 10 th day of November, 2005 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

Linda Mahon
Notary Public Signature

Linda Mahon
Printed Name of Notary Public

DD177119
Notary Commission Number



(NOTARY SEAL)

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

CERTIFYING:

X

(Signature of Certifying Agent)

BRENDA K. MERCHANT AUTHORIZED AGENT

(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC.

(Name of Firm or Corporation)

5758 TAYLOR ROAD

(Address of Firm or Corporation)

NAPLES, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 27 th day of October, 2006 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.

Notary Public Signature

Linda Mahon

Printed Name of Notary Public

DD177119

Notary Commission Number



Linda Mahon
Commission #DD177119
Expires: Feb 21, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

(NOTARY SEAL)



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

CERTIFYING:

X



(Signature of Certifying Agent)

BRENDA K. MERCHANT AUTHORIZED AGENT

(Name & Title of Certifying Agent)

HALEAKALA CONSTRUCTION INC.

(Name of Firm or Corporation)

5758 TAYLOR ROAD

(Address of Firm or Corporation)

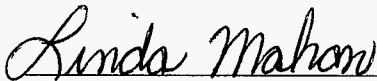
NAPLES, FL 34109 -

STATE OF FL)

) SS:

COUNTY OF COLLIER)

The foregoing instrument was signed and acknowledged before me this 2 nd day of August, 2006 by Brenda K. Merchant who is personally known to me - _____, and who did not take an oath.



Notary Public Signature

Linda Mahon

Printed Name of Notary Public

DD177119

Notary Commission Number



Linda Mahon

Commission #DD177119

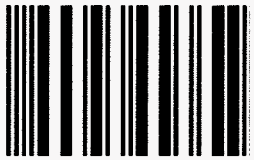
Expires: Feb 21, 2007

Bonded Thru

Atlantic Bonding Co., Inc.

(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) → **074625110000000CE**

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 20070026 HARMONY POINT AT EMERSON SQUARE CONDO ASSN, INC

3. Grantor (Seller):
 Last First MI State Corporate Name (if applicable)
5801 PELICAN BAY BOULEVARD NAPLES FL 34108

Mailing Address City State Zip Code Phone No.
THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS

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

5. Date of Sale/Transfer: **02 06 2007** Sale/Transfer Price: **\$10.00** Property Located In: **46** County Code: **46**
 Month Day Year (Round to the nearest dollar.)

6. Type of Document: Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: **\$0.00**
 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 \$ **0.70**
 12. Amount of Documentary Stamp Tax → \$ **0.70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES NO
 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 **1/18/07**

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 Gullette

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

ACCOUNT NO. OD5360748700.504930

THANK YOU.

FOR UTILITIES USE ONLY:

BLUE SHEET NO. 20070026-UTL

PROJECT NAME: EMERSON SQUARE PASES 1&2

**EASEMENT NAME: HARMONY POINTE AT
E MERSON SQUARE
CONDOMINIUM ASSOCIATION**

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

07-46-25-11-00000.00CE

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2007, by and between **"HARMONY POINTE AT EMERSON SQUARE CONDOMINIUM ASSOCIATION"** 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 20070026-UTL



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.

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

Kristin Mullan

[1st Witness' Signature]

Kristin Mullan

[Type or Print Name]

Judy K. Mills

[2nd Witness' Signature]

Judy K. Mills

[Type or Print Name]

BY: Estelle Shipp
Estelle Shipp
President

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 18th day of October ~~August~~ 2006, by Estelle Shipp who produced the following as identification _____ or is personally know to me, and who ~~did~~ did not take an oath.

[stamp or seal]



Judy K. Mills

[Signature of Notary]

Judy K. Mills

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, this ___ day of _____, 2006.

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



August 2, 2006

DESCRIPTION

SHEET 1 OF 2

(NOT VALID WITHOUT SHEET 2 OF 2)

**LEE COUNTY UTILITY EASEMENT
A PARCEL LYING IN
SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 7, Township 46 South, Range 25 East, Lee County, Florida, said tract or parcel being more particularly described as follows: Commencing at the southwest corner of Tract MF-1 as shown on a plat entitled Emerson Square, recorded in Plat Book 80, Pages 40 through 46, Public Records of Lee County, Florida, thence run S78°28'29"E along the southerly line of said Tract MF-1 for a distance of 10.00 feet to an intersection with the easterly line of a 10 foot wide Public Utility Easement as shown on said Plat and the Point of Beginning. From the Point of Beginning run N11°08'57"E along said easterly line for a distance of 15.00 feet to a point; thence run S78°28'29"E departing said easterly line for a distance of 10.00 feet to a point; thence run S11°08'57"W for a distance of 15.00 feet to an intersection with the southerly line of said Tract MF-1; thence run N78°28'29"W along said southerly line for a distance of 10.00 feet to the POINT OF BEGINNING.

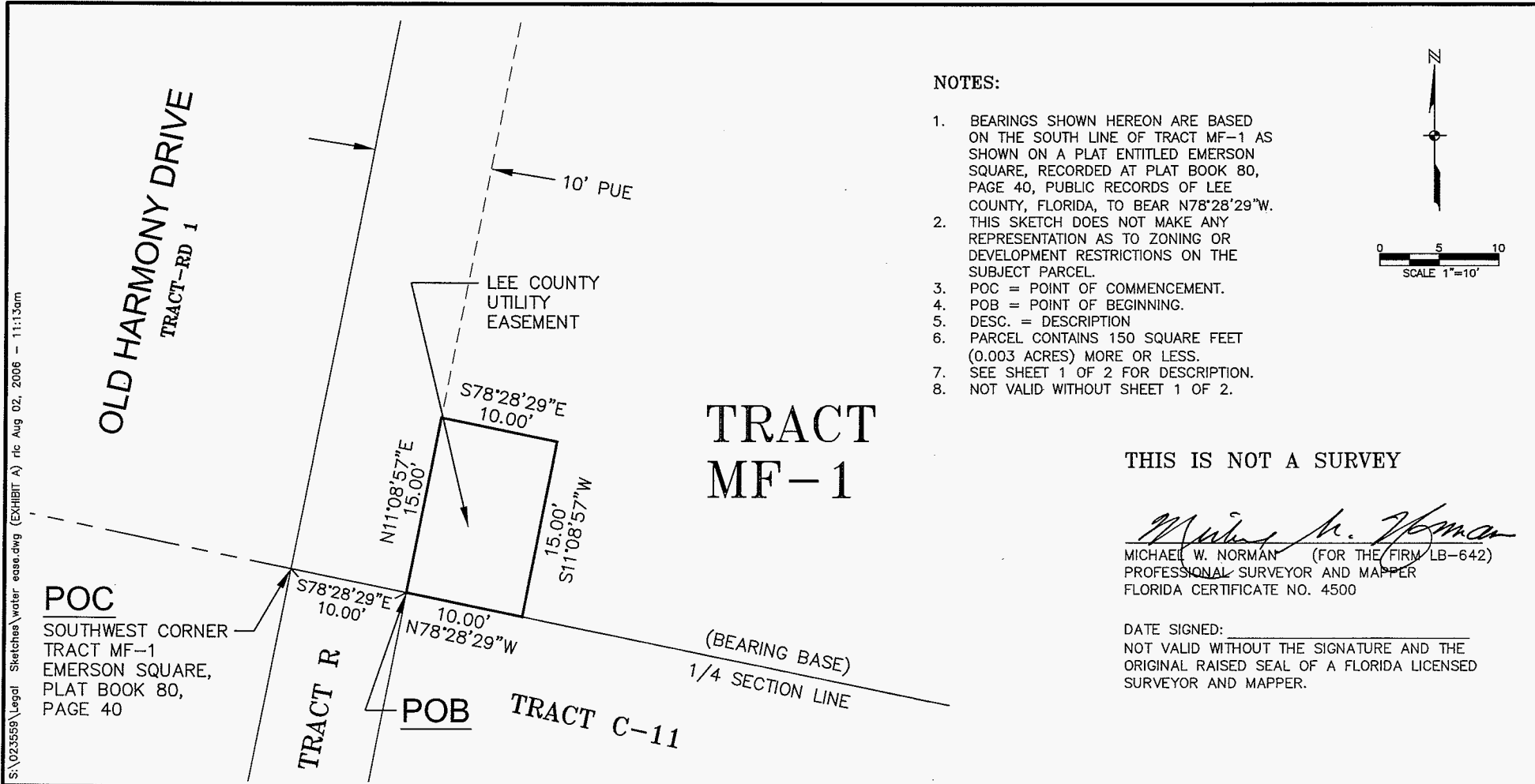
Containing 150.00 square feet or 0.003 acres, more or less.

Subject to any easements of record.

Bearings shown hereon are based on the southerly line of Tract MF-1 as shown on a Plat entitled Emerson Square recorded as Plat Book 80, Pages 40 through 46, Public Records of Lee County, Florida to bear S 78° 28' 29" E.

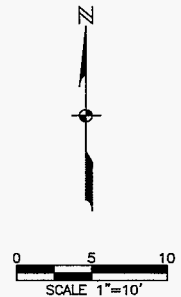
S:\023559\Legal Sketches\EXHIBIT A LEGAL.rtf

COPY



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF TRACT MF-1 AS SHOWN ON A PLAT ENTITLED EMERSON SQUARE, RECORDED AT PLAT BOOK 80, PAGE 40, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, TO BEAR N78°28'29"W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC. = DESCRIPTION
6. PARCEL CONTAINS 150 SQUARE FEET (0.003 ACRES) MORE OR LESS.
7. SEE SHEET 1 OF 2 FOR DESCRIPTION.
8. NOT VALID WITHOUT SHEET 1 OF 2.



TRACT MF-1

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: _____
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\023559\Legal Sketches\water_ease.dwg (EXHIBIT A) ric Aug 02, 2006 - 11:13am

POC
 SOUTHWEST CORNER
 TRACT MF-1
 EMERSON SQUARE,
 PLAT BOOK 80,
 PAGE 40

TRACT R

POB TRACT C-11

(BEARING BASE)
 1/4 SECTION LINE

LEE COUNTY
 UTILITY
 EASEMENT

10' PUE

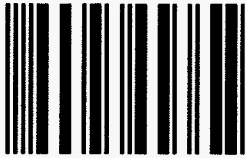
UTILITY EASEMENT LYING IN EMERSON SQUARE
 SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA



2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

EXHIBIT A
 SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
8/01/06	20023559	7-46-25	1"=10'	2 OF 2



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**
07462509000PA01CE

2. Mark (x) all that apply Multi-parcel transaction? → **EASEMENT :** Transaction is a split or cutout from another parcel? → **BS 20070026** Property was improved with building(s) at time of sale/transfer? → **CENTEX HOMES**

3. Grantor (Seller):
 Last First MI Corporate Name (if applicable)
5801 PELICAN BAY BOULEVARD SUITE 600 NAPLES FL 34108

Mailing Address City State Zip Code Phone No.
THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer Sale/Transfer Price Property Located In County Code
02 06 2007 \$ \$10 . 00 46
 Month Day Year (Round to the nearest dollar.)

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

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

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

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

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/she has any knowledge.

Signature of Grantor or Grantee or Agent *Thom Osterhout* Date 1/19/07

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. 20070026-UTL

PROJECT NAME: EMERSON SQUARE PASES 1&2

EASEMENT NAME: CENTEX HOMES

TYPING BY: *Jeanette Cruz*

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

Strap Number(s):

07-46-25-09-000PA.01CE
07-46-25-09-0000J.00CE

LCU 500283

(THIS SPACE RESERVED FOR RECORDING)

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

THIS INDENTURE is made and entered into this ____ day of _____ 2007, by and between "CENTEX HOMES" 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 20070026-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.

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

Angela Willard

[1st Witness' Signature]

Angela Willard

[Type or Print Name]

Laura M. Ance

[2nd Witness' Signature]

Laura M. Ance

[Type or Print Name]

BY:

Tim Ruemler

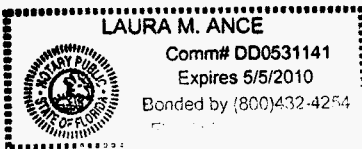
Tim Ruemler, Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, a Nevada General Partnership

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 19 day of August 2006, by Tim Ruemler, Division President of Centex Real Estate Corporation, a Nevada Corporation, the managing general partner of Centex Homes, a Nevada General Partnership who produced the following as identification _____ or is personally know to me, and who did/did not take an oath.

[stamp or seal]



Laura M. Ance

[Signature of Notary]

Laura M. Ance

[Typed or Printed Name]

Approved and accepted for and on behalf of Lee County, Florida, 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

BY: _____
Office of the County Attorney

July 14, 2006

DESCRIPTION

SHEET 1 OF 2
(NOT VALID WITHOUT SHEET 2 OF 2)

**20-FOOT WIDE LEE COUNTY UTILITY EASEMENT
LYING IN EMERSON SQUARE
SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 7, Township 46 South, Range 25 East, Lee County, Florida, being all of a 20 foot wide Lee County Utility Easement as shown on the plat of Emerson Square being more particularly described as follows:

Commencing at the southeast corner of Lot 112 as shown on a plat entitled Emerson Square, recorded in Plat Book 80, Pages 40 through 46, Public Records of Lee County, Florida, thence run along the northeasterly line of said Lot 112, N 33° 03' 50" W for a distance of 10.00 feet to an intersection with a non-tangent curve and the north line of a 10 foot wide public utility easement as shown on said plat; thence run southwesterly along said easement and along an arc of a curve to the left having a radius of 1,517.61 feet, (delta 00° 00' 32") (chord bearing S 58° 41' 39" W) (chord 0.24 feet) for a distance of 0.24 feet to an intersection with a non-tangent line and the Point of Beginning.

From said Point of Beginning run N 31° 48' 52" W for a distance of 146.65 feet to an intersection with a non tangent curve and the south line of a 10 foot wide public utility easement as shown on said plat; thence run northeasterly along said easement and along an arc of a curve to the left having a radius of 1,010.00 feet, (delta 01° 08' 15") (chord bearing N 62° 15' 16" E) (chord 20.05 feet) for a distance of 20.05 feet to an intersection with a non-tangent line; thence run S 31° 48' 52" E for a distance of 145.53 feet to an intersection with a non tangent curve and the north line of a 10 foot wide public utility easement as shown on said plat; thence run southwesterly along said easement and along an arc of a curve to the left having a radius of 1,517.61 feet, (delta 00° 45' 19") (chord bearing S 59° 04' 02" W) (chord 20.00 feet) for a distance of 20.00 feet to the Point of Beginning.

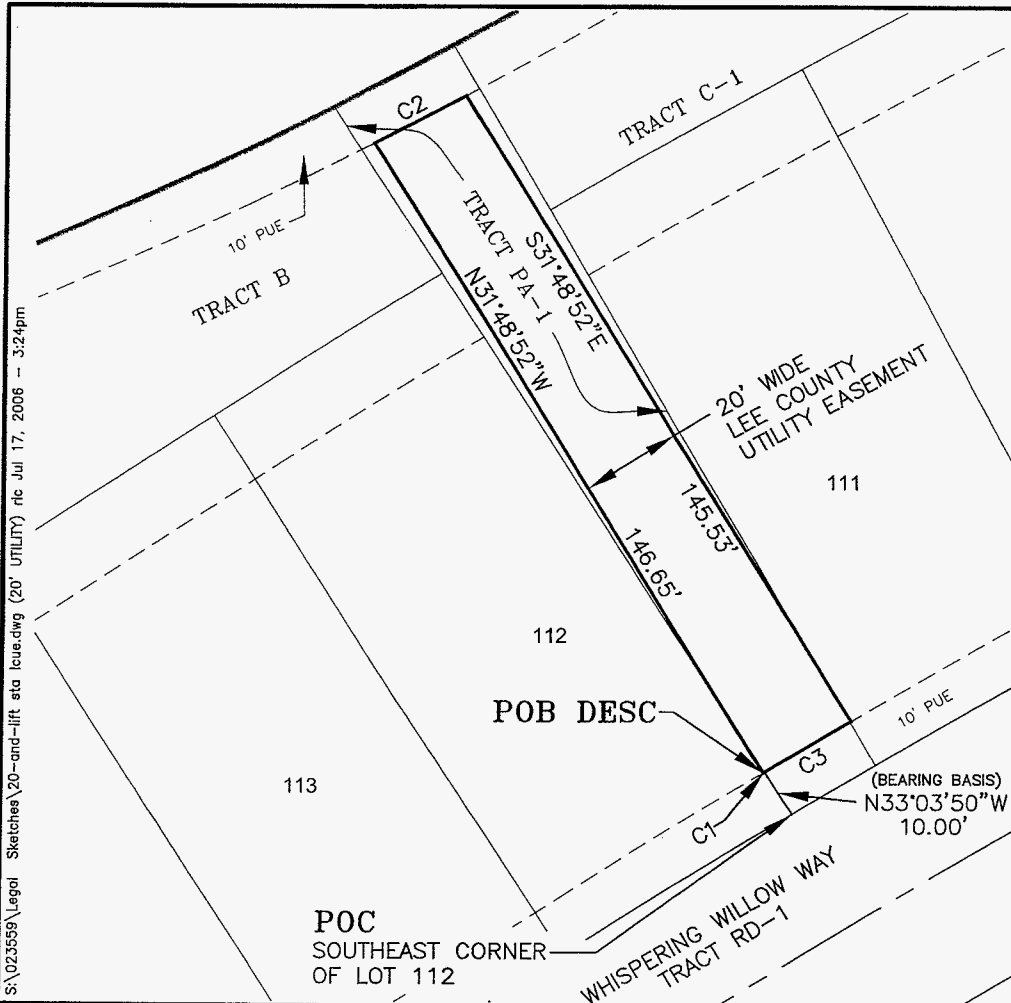
Containing 2,921 square feet or 0.0670 acres, more or less.

Subject to any easements of record.

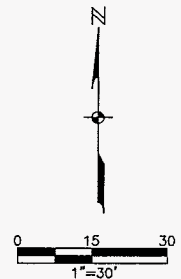
Bearings shown hereon are based on the centerline of Old Harmony Drive as shown on a plat entitled Emerson Square recorded in Plat Book 80, Pages 40 through 46, Public Records of Lee County, Florida to bear N 18° 20' 52" E.

20023559 – 07-14-06 – 20 foot wide Public Utility Easement

COPY



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1517.61	0°00'32"	S58°41'39"W	0.24	0.24
C2	1010.00	1°08'15"	N62°15'16"E	20.05	20.05
C3	1517.61	0°45'19"	S59°04'02"W	20.00	20.00



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHEASTERLY LINE OF LOT 112 AS SHOWN ON A PLAT ENTITLED EMERSON SQUARE, RECORDED AS PLAT BOOK 80, PAGES 40 THROUGH 46, TO BEAR N33°03'50"W.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC = DESCRIPTION
6. PARCEL CONTAINS 2,921 SQUARE FEET (0.067 ACRES) MORE OR LESS.
7. DESCRIPTION ATTACHED.
8. NOT VALID WITHOUT SHEET 1 OF 2.

THIS IS NOT A SURVEY

Michael W. Norman
 MICHAEL W. NORMAN (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: **JUL 17 2006**
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

20' WIDE UTILITY EASEMENT LYING IN EMERSON SQUARE
 SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA



2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION *(Centex)*

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
7/10/06	20023559	7-46-25	1"=30'	2 OF 2

S:\023559\Legal Sketches\20-and-lift_sta\c1ue.dwg (20' UTILITY) rfc Jul 17, 2006 - 3:24pm



July 14, 2006

DESCRIPTION

SHEET 1 OF 2
(NOT VALID WITHOUT SHEET 2 OF 2)

**LEE COUNTY UTILITY EASEMENT
LYING IN EMERSON SQUARE
SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 7, Township 46 South, Range 25 East, Lee County, Florida, being all of a Lee County Utility Easement as shown on the plat of Emerson Square being more particularly described as follows:

Commencing at the centerline intersection of Whispering Willow Way (50 feet wide) and Old Harmony Drive (50 feet wide) as shown on a plat entitled Emerson Square, recorded in Plat Book 80, Pages 40 through 46, Public Records of Lee County, Florida, thence run along the centerline of said Old Harmony Drive N 18° 20' 52" E for a distance of 76.96 feet to a point of curvature; thence continue along said centerline northerly along an arc of a curve to the left having a radius of 772.50 feet, (delta 05° 01' 26") (chord bearing N 15° 50' 09" E) (chord 67.71 feet) for a distance of 67.73 feet to a point; thence run S 76° 40' 34" E departing said centerline for a distance of 35.00 feet to the Point of Beginning, said point also being the beginning of a non-tangent curve and the easterly line of a 10 foot wide public utility easement as shown on said plat.

From said Point of Beginning run northerly along said easement and along an arc of said curve to the left having a radius of 807.50 feet; (delta 02° 07' 44") (chord bearing N 12° 15' 34" E) (chord 30.00 feet) for a distance of 30.00 feet to an intersection with a non-tangent line; thence run the following three courses along Tract C-7 of said plat: run S 78° 07' 25" E for a distance of 16.19 feet to a point; thence run S 11° 52' 35" W for a distance of 30.00 feet to a point; thence run N 78° 07' 25" W for a distance of 16.39 feet to the Point of Beginning.

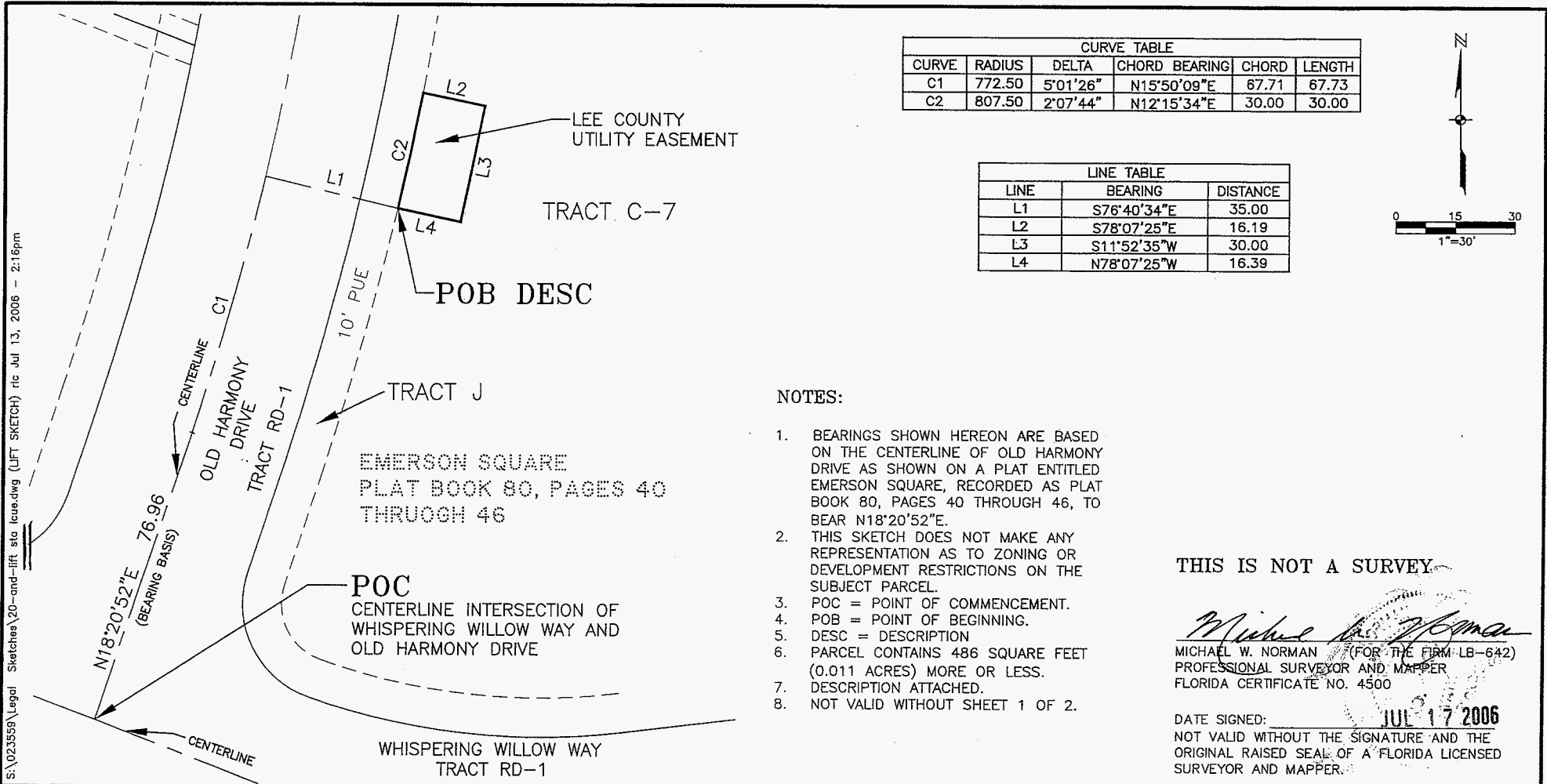
Containing 486 square feet or 0.011 acres, more or less.

Subject to any easements of record.

Bearings shown hereon are based on the centerline of Old Harmony Drive as shown on a plat entitled Emerson Square recorded in Plat Book 80, Pages 40 through 46, Public Records of Lee County, Florida to bear N 18° 20' 52" E.

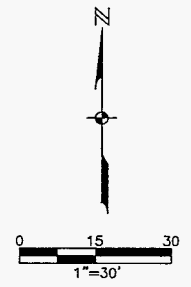
20023559 – 07-14-06 – Lift Station

COPY



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	772.50	5°01'26"	N15°50'09"E	67.71	67.73
C2	807.50	2°07'44"	N12°15'34"E	30.00	30.00


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S76°40'34"E	35.00
L2	S78°07'25"E	16.19
L3	S11°52'35"W	30.00
L4	N78°07'25"W	16.39



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF OLD HARMONY DRIVE AS SHOWN ON A PLAT ENTITLED EMERSON SQUARE, RECORDED AS PLAT BOOK 80, PAGES 40 THROUGH 46, TO BEAR N18°20'52"E.
2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
3. POC = POINT OF COMMENCEMENT.
4. POB = POINT OF BEGINNING.
5. DESC = DESCRIPTION
6. PARCEL CONTAINS 486 SQUARE FEET (0.011 ACRES) MORE OR LESS.
7. DESCRIPTION ATTACHED.
8. NOT VALID WITHOUT SHEET 1 OF 2.

THIS IS NOT A SURVEY.


 MICHAEL W. NORMAN (FOR THE FIRM LB-642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500

DATE SIGNED: JUL 17 2006
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

S:\023559\Legal Sketches\20-and-lift sta leue.dwg (LIFT SKETCH) ric Jul 13, 2006 - 2:16pm

UTILITY EASEMENT LYING IN EMERSON SQUARE
 SECTION 7, TOWNSHIP 46 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA



2158 JOHNSON STREET
 P.O. BOX 1550
 FORT MYERS, FLORIDA 33902-1550
 PHONE (239) 334-0046
 FAX (239) 334-3661
 E.B. #642 & L.B. #642

(Centex)
 SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
7/10/06	20023559	7-46-25	1"=30'	2 OF 2