

**1. ACTION REQUESTED/PURPOSE:**

Developer Contributed Asset: Approve final acceptance, by Resolution and recording of four (4) Utility Easements, as a donation of a water main extension serving PALMS OF MCGREGOR, F/K/A BOHANNON SUBDIVISION to provide potable water service and fire protection to this recently constructed residential subdivision. This is a Developer Contributed Asset Project located on the north side of McGregor Boulevard approximately 950' southwest of Winkler Road.

**2. FUNDING SOURCE:**

No funds required.

**3. WHAT ACTION ACCOMPLISHES:**

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

**4. MANAGEMENT RECOMMENDATION:** Approval.

<b>5. Departmental Category:</b> 10 - Utilities <b>CIOI</b>		<b>6. Meeting Date:</b> MAY 15 2007
<b>7. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>8. Requirement/Purpose: (specify)</b> <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input checked="" type="checkbox"/> Other <u>Approval</u>	<b>9. Request Initiated:</b> Commissioner _____ Department <u>Public Works</u> Division <u>Utilities</u> By: <u>Douglas L. Meurer</u> 4-26-2007 <b>Douglas L. Meurer, P.E., Director</b>

**10. Background:**

The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and 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 will be provided by Lee County Utilities via a recently constructed privately owned and maintained gravity main extension which now ties into existing Lee County Utilities' infrastructure located within the right-of-way of McGregor Boulevard. Funds are available for recording fees in: Account No. OD5360748700.504930 (Util-Util Eng-Dep Clerk Fees for Recording & Filing)

SECTION 10 TOWNSHIP 45S RANGE 24E DISTRICT #2 COMMISSIONER BIGELOW

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Res.	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>4-27-07</u>	N/A Date:	N/A Date:	<u>P.O.</u> T. Osterhout Date: <u>4/26</u>	<u>S. Coovert</u> Date: <u>4/30/07</u>	<u>RK5/1</u>	<u>MP</u> 5/1/07	<u>19</u> 5/1/07	<u>1234</u> 5-1-07	<u>J. Lavender</u> Date: <u>4-27-07</u>

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: 2K  
Date: 5/1/07 8am MP  
COUNTY ADMIN FORWARDED TO: MP  
ST  
HEM

Rec. by CoAtty  
Date: 4/30/07  
Time: 3:35pm  
Forwarded to: admin.

RESOLUTION NO.

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

WHEREAS, it is the desire of **"Gulf to Bay Construction, Inc."**, owner of record, to make a contribution to Lee County Utilities of water facilities **(a water main extension)**, serving **"PALMS OF MCGREGOR F/K/A BOHANNON SUBDIVISION"**; and,

WHEREAS, Lee County Utilities requires proof of a Release of Lien, a Warranty (one-year) on all labor and materials, an accurate value of contributed assets, and right-of-way and/or easement-indemnity granted for all systems being contributed to Lee County Utilities; and,

WHEREAS, all of the above information has been received and approved as complete by Lee County Utilities; and,

WHEREAS, Lee County Utilities has recommended to the Board of County Commissioners that the above-named system be accepted for ownership, operation, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that the above facilities, for a contributed value of **\$28,193.25** 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 NO. 20070676-UTL, SIRE BS NO. 20071040**

COPY

LETTER OF COMPLETION

DATE: 7/27/2005

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

Gentlemen:

This is to certify that the **water distribution system** located at  
**Bohannon Subdivision/ Palms of McGregor**  
(Name of Development/Project)

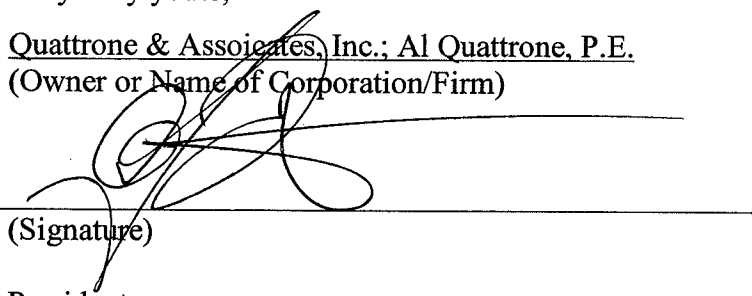
~~was designed by me and~~ has been constructed in conformance with:  
**the revised plans, attached and the revised specifications, attached**

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

**Bacteriological Test and Pressure Test(s) - Water Main**

Very truly yours,

Quattrone & Associates, Inc.; Al Quattrone, P.E.  
(Owner or Name of Corporation/Firm)

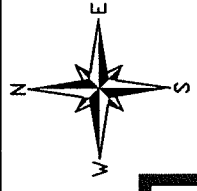
  
\_\_\_\_\_  
(Signature)

President  
(Title)

(Seal of Engineering Firm)

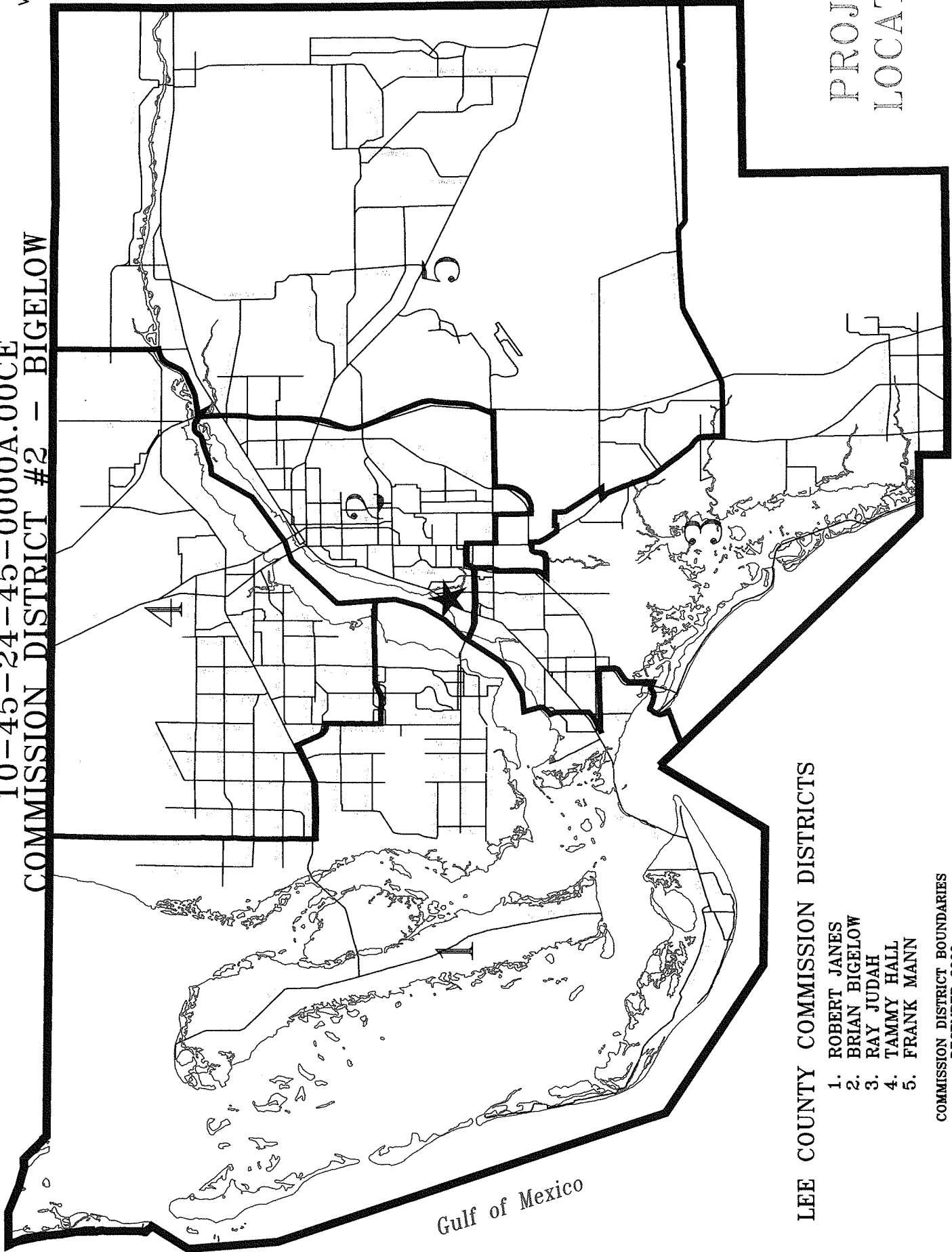
RECEIVED JUL 28 2005

BOHANNON SUBDIVISION - nka - PALMS OF MCGREGOR  
10-45-24-45-0000A.00CE  
COMMISSION DISTRICT #2 - BIGELOW



COPY

PROJECT  
LOCATION

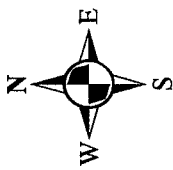


LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES  
DECEMBER 2000

COPY

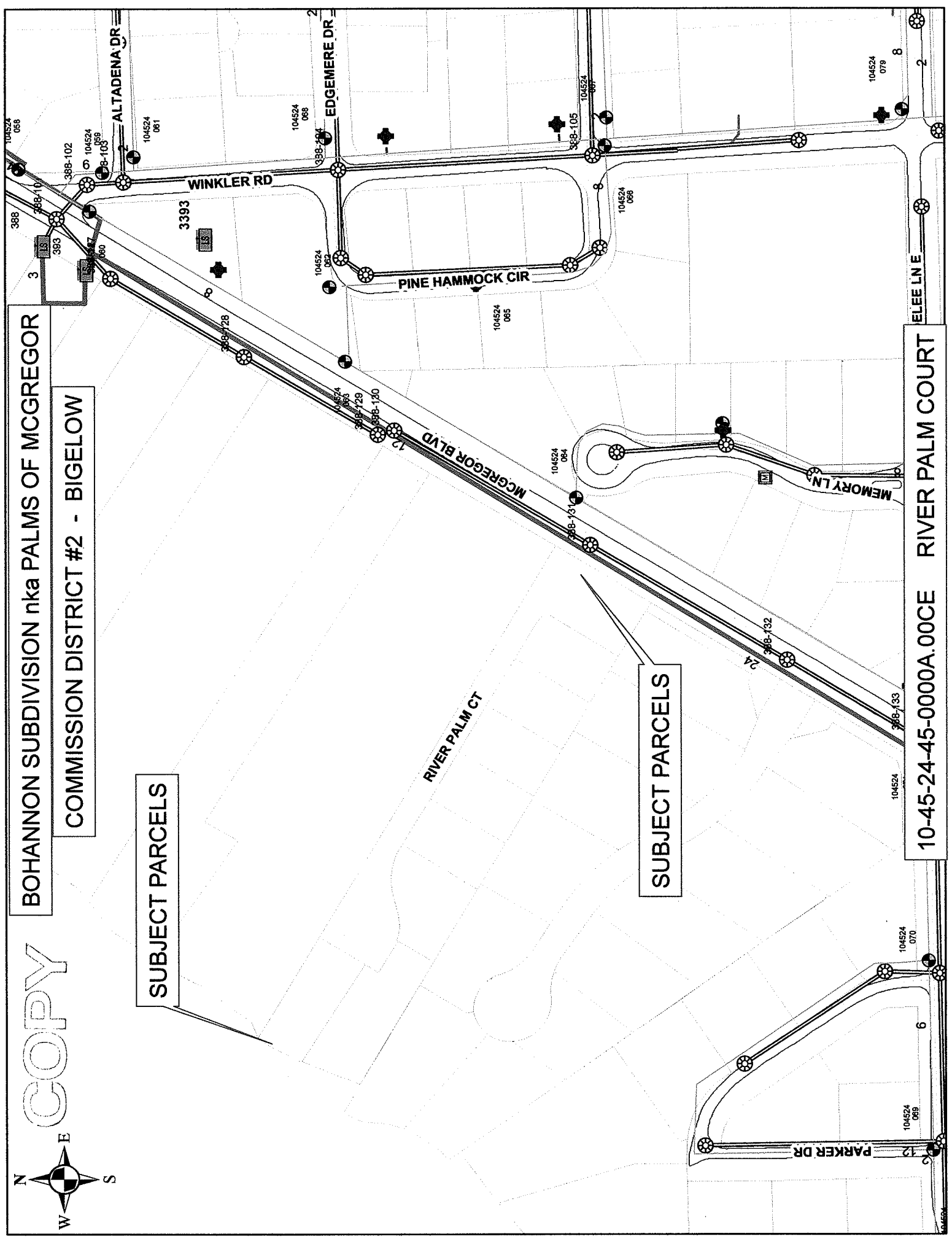


BOHANNON SUBDIVISION nka PALMS OF MCGREGOR  
COMMISSION DISTRICT #2 - BIGELOW

SUBJECT PARCELS

SUBJECT PARCELS

10-45-24-45-0000A.00CE RIVER PALM COURT



COPY

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water system of Palms of McGregor FNA Bohannon Subdivision to be free from defects in material and workmanship for a period of one (1) year from the date of acceptance by the Lee County Board of County Commissioners. The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty-Guaranty

It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the General Conditions and Specifications under which the contract was let that such warranty and/or guaranty would be given.

Sun Coast Underground  
(Name of Owner/Contractor)

BY: [Signature]  
(Signature of Owner/Contractor)

STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 15 th day of JULY, 2005 by Mark LaForce who is personally known to me - Cousin , and who did not take an oath.

[Signature: Andrew LaForce]  
Notary Public Signature

Andrew LaForce  
Printed Name of Notary Public



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

(Notary Seal & Commission Number)

RECEIVED JUL 28 2005

COPY

WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of Twenty Eight Thousand One Hundred Ninety Three Dollars and Twenty Five Cents (\$28,193.25 ) hereby waivers and releases its lien and right to claim a lien for labor, services, or materials furnished to Gulf to Bay Construction, Inc. on the job of Palms of McGregor FNA Bohannon Subdivision to the following described property:

Palms of McGregor FNA Bohannon Subdivision  
(Name of Development/Project)

water distribution system  
(Facilities Constructed)

McGregor Blvd. & River Palm Ct.  
(Location)

10-45-24-45-0000A.00CE  
(Strap # or Section, Township & Range)

Dated on: July 15, 2005

By: [Signature]  
(Signature of Authorized Representative)

Sun Coast Underground Utility Construction Corp.  
(Name of Firm or Corporation)

By: Mark LaForce  
(Print Name of Authorized Representative)

17259 Jean Street  
(Address of Firm or Corporation)

Title: Secretary

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

Phone #: (239)454-2600 Ext.

Fax#: (239)454-9200

STATE OF FL )  
 ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 15 th day of July, 2005 by Mark LaForce who is personally known to me - Cousin , and who did not take an oath.



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

[Signature]  
(Notary Public Signature)

(Notary Seal & Commission Number)

Andrew LaForce  
(Printed Name of Notary Public)

RECEIVED JUL 28 2005

**CERTIFICATION OF CONTRIBUTORY ASSETS**

**PROJECT NAME:** Palms of McGregor FNA Bohannon Subdivision

**STRAP NUMBER:** 10-45-24-45-0000A.00CE

**LOCATION:** McGregor Blvd. & River Palm Ct.

**OWNER'S NAME:** (as shown on Deed) Gulf to Bay Construction, Inc.

**OWNER'S ADDRESS:** 16266 San Carlos Blvd.

**OWNER'S ADDRESS:** Ft. Myers, FL 33908-

**TYPE UTILITY SYSTEM:** POTABLE WATER

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

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

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

<b>ITEM</b>	<b>SIZE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
PVC C-900 DR-18 Water Main	8"	733.0	LF	\$10.25	\$7,513.25
HDPE SDR-11 CASING Water Main	16"	60.0	LF	\$108.00	\$6,480.00
HDPE SDR-11 Water Main	8"	65.0	LF	\$20.00	\$1,300.00
TAPPING SLEEVE W/VALVE Water Main	8"x8"	1.0	EA	\$3,000.00	\$3,000.00
FIRE HYDRANT ASSEMBLY Water Main	6"	2.0	EA	\$2,075.00	\$4,150.00
ASSORTED FITTINGS Water Main	8"	1.0	LS	\$1,250.00	\$1,250.00
SINGLE WATER SERVICE/COMPLETE Water Main	1"	1.0	EA	\$500.00	\$500.00
DOUBLE WATER SERVICE/COMPLETE Water Main	1"	4.0	EA	\$1,000.00	\$4,000.00
<b>TOTAL</b>					<b>\$28,193.25</b>

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



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

CERTIFYING:

X [Signature]  
(Signature of Certifying Agent)

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

Sun Coast Underground  
(Name of Firm or Corporation)

17259 Jean Street  
(Address of Firm or Corporation)

Ft. Myers, FL 33912 -


STATE OF FL )  
                  ) SS:  
COUNTY OF Lee )

The foregoing instrument was signed and acknowledged before me this 15 th day of July, 2005 by Mark LaForce who is personally known to me - Cousin , and who did not take an oath.

[Signature]  
Notary Public Signature

Andrew LaForce  
Printed Name of Notary Public

#DDP134018  
Notary Commission Number

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

(NOTARY SEAL)

RECEIVED JUL 28 2005



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



FDR10240300  
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) →

  10452447000A00CE, ET AL

2. Mark (x) all that apply Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

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

3. Grantor (Seller): **EASEMENT #1: BS 20070676 GULF TO BAY CONSTRUCTION, INC.**

Last First MI Corporate Name (if applicable)

**C/O 15870-3 PINE RIDGE RD FORT MYERS FL 33908**

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer): **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: **5 / 15 / 2007** \$ **10,000.00** Property Located In: **Lee**

Month Day Year (Round to the nearest dollar.) State Zip Code Phone No.

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: \$ **00.00**

YES  /  NO (Round to the nearest dollar.)

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

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

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

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 \$ **00.00**

12. Amount of Documentary Stamp Tax → \$ **70.00**

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

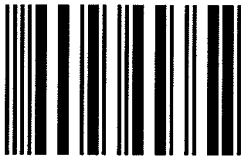
Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent: *[Signature]* Date: **4/26/07**

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
<p><b>This copy to Property Appraiser</b></p> <p>O. R. Book <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>and Page Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>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"/> <input type="checkbox"/></p> <p>Date Recorded <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> / <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Month Day Year</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 **0 1 2 3 4 5 6 7 8 9 0123456789**  
 (If Parcel ID not available please call County Property Appraiser's Office) → **104524470000A00CE, ET AL**

2. Mark (x) all that apply  
 Multi-parcel transaction? →  Transaction is a split or cutout from another parcel? →  Property was improved with building(s) at time of sale/transfer? →   
 3. Grantor (Seller): **EASEMENT #1: BS 20070676 GULF TO BAY CONSTRUCTION, INC.**

**C/O 15870-3 PINE RIDGE RD FORT MYERS FL 33908**  
 Last First MI Corporate Name (if applicable)

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

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

Mailing Address City State Zip Code Phone No.  
 5. Date of Sale/Transfer **5 15 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: **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  
 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 \$ **0.70** Cents **00**

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

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

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 **4/26/07**

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
<b>This copy to Department of Revenue</b>	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

This copy to Department of Revenue

**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. 20070676 - UTL  
(SIRE BS NO. 20071040)**

**PROJECT NAME: PALMS OF MCGREGOR, F/K/A  
BOHANNON S/D**

**EASE. #1 NAME: GULF TO BAY CONSTRUCTION  
INC**

**TYPING BY: Sue Gulledge**

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

Strap Number(s):

10-45-24-47-0000A.00CE  
10-45-24-47-00000.0010  
10-45-24-47-00000.0020  
10-45-24-47-00000.0030  
10-45-24-47-00000.0040  
10-45-24-47-00000.0050  
10-45-24-47-00000.0090

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

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

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between "GULF TO BAY CONSTRUCTION, INC." Owners, 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 20070676 - UTL, SIRE BS 20071040**



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.

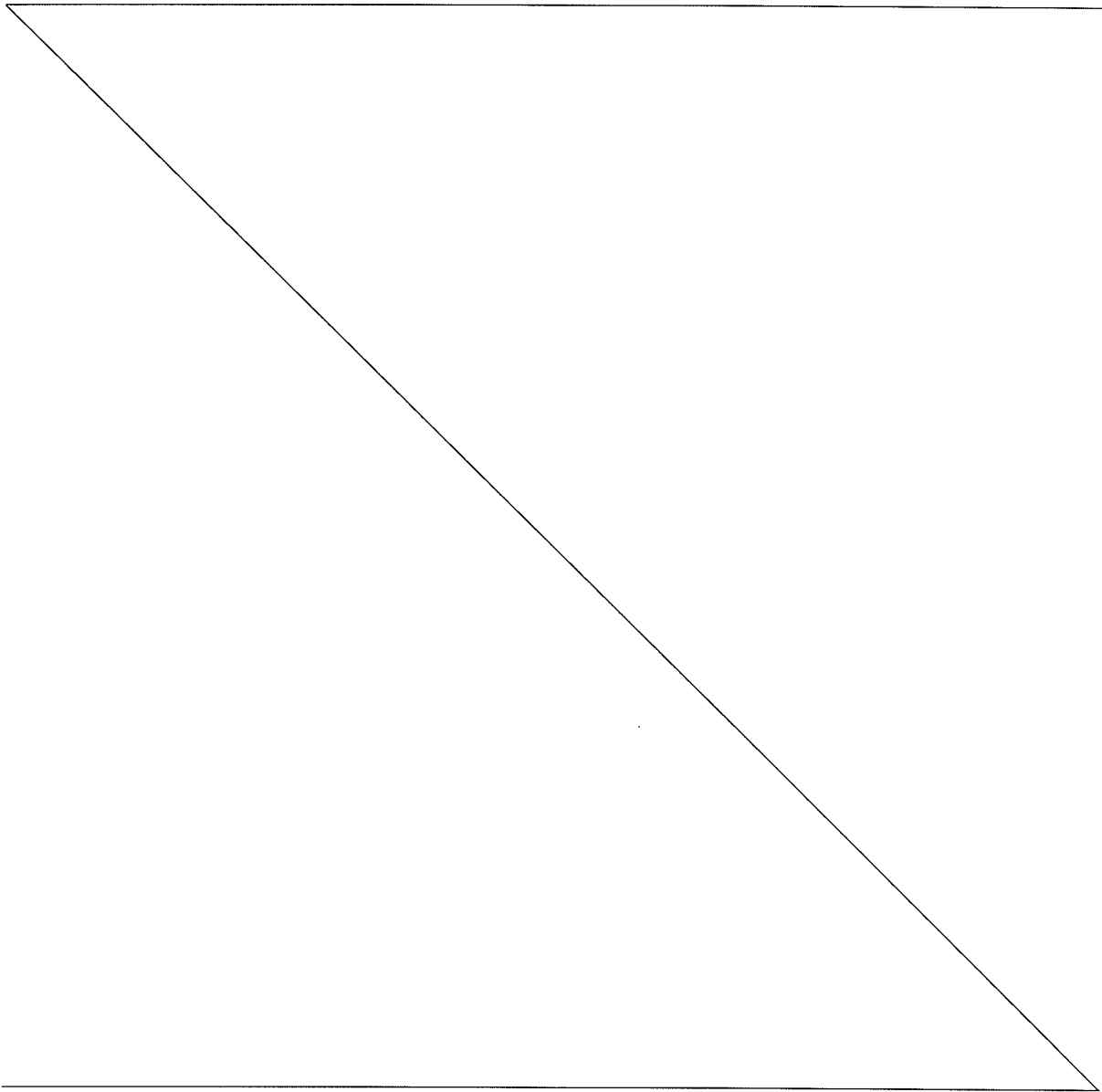
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or 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]  
[1<sup>st</sup> Witness' Signature]

Nancy A. Eaton  
[Type or Print Name]

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

Denisha Perrin  
[Type or Print Name]

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

Christopher Claypool  
[Type or Print Name]

President  
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 1 day of March 2007 by Christopher Claypool who produced the following as identification DL or is personally know to me, and who did/did not take an oath.

[stamp or seal]



[Signature]  
[Signature of Notary]

LISA RUGGIERO  
[Typed or Printed Name]



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

ATTEST:  
CHARLIE GREEN, CLERK

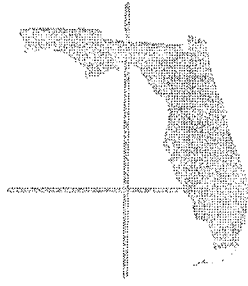
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM

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



# METRON

## SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION  
OF AN EASEMENT LYING IN  
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

(PALMS OF MCGREGOR TRACT "A", LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING OVER, ACROSS AND THROUGH A PART OF TRACT "A", PALMS OF MCGREGOR REPLAT AS RECORDED IN INSTRUMENT # 200600284105 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEASTERLY CORNER OF LOT 1, PALMS OF MCGREGOR REPLAT; THENCE N.45°06'59"W., ALONG THE SOUTHERLY LINE OF SAID TRACT "A", A DISTANCE OF 99.88 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 93.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY LINE OF SAID TRACT "A", THROUGH A CENTRAL ANGLE OF 13°50'01" FOR 22.45 FEET; THENCE N.58°57'00"W., ALONG THE SOUTHERLY LINE OF SAID TRACT "A", A DISTANCE OF 380.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 93.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY LINE OF SAID TRACT "A", THROUGH A CENTRAL ANGLE OF 45°00'00" FOR 73.04 FEET; THENCE S.76°03'00"W., ALONG THE SOUTHERLY LINE OF SAID TRACT "A", A DISTANCE OF 33.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 52.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY LINE OF SAID TRACT "A", THROUGH A CENTRAL ANGLE OF 38°05'12" FOR 34.57 FEET TO THE NORTHWESTERLY CORNER OF LOT 7, PALMS MCGREGOR REPLAT; THENCE S.31°03'00"W., ALONG THE SOUTHERLY LINE OF SAID TRACT "A", A DISTANCE OF 2.88 FEET; THENCE N.58°57'00"W., ALONG THE SOUTHERLY LINE OF SAID TRACT "A", A DISTANCE OF 36.13 FEET; THENCE N.25°15'12"W., A DISTANCE OF 22.68 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID TRACT "A"; THENCE N.31°03'00"E., ALONG THE WESTERLY LINE OF SAID TRACT "A", A DISTANCE OF 28.90 FEET; THENCE S.58°57'00"E., A DISTANCE OF 9.59 FEET; THENCE S.31°03'00"W., A DISTANCE OF 11.25 FEET; THENCE S.25°15'12"E., A DISTANCE OF 27.45 FEET; THENCE S.58°57'00"E., A DISTANCE OF 15.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" FOR 31.42 FEET; THENCE N.76°03'00"E., A DISTANCE OF 33.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 106.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" FOR 83.25 FEET; THENCE S.58°57'00"E., A DISTANCE OF 381.04 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 106.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°58'27" FOR 25.85 FEET; THENCE S.44°58'33"E., A DISTANCE OF 96.42 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT "A"; THENCE S.31°03'00"W., ALONG THE WESTERLY LINE OF SAID TRACT "A", A DISTANCE OF 13.16 FEET TO THE **POINT OF BEGINNING**.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE PLAT OF PALMS OF MCGREGOR REPLAT.

METRON SURVEYING & MAPPING, LLC  
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

DENIS J. O'CONNELL, JR.,  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5430

SHEET 1 OF 2

# SKETCH TO ACCOMPANY DESCRIPTION

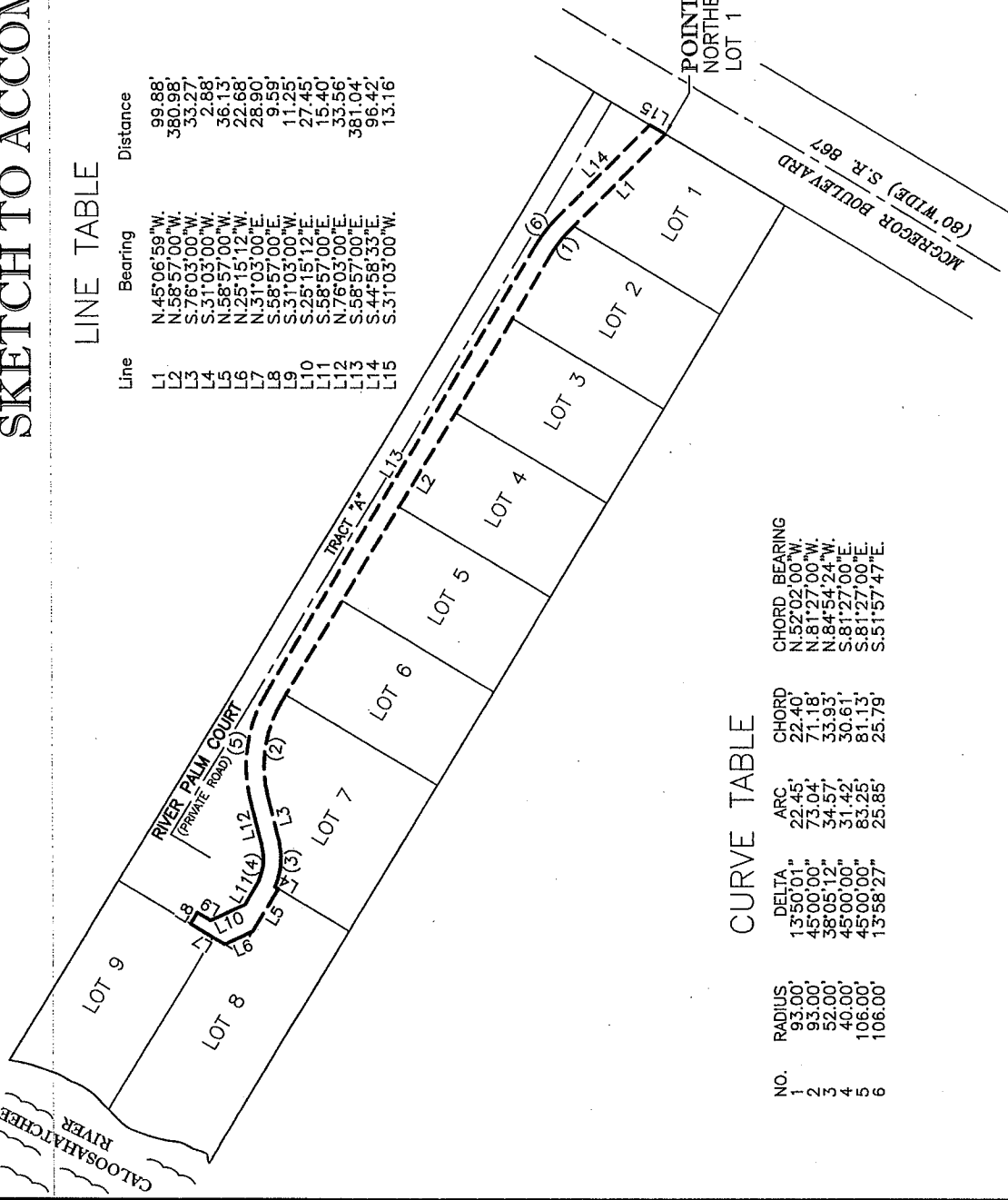


## LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT
- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT

## LINE TABLE

Line	Bearing	Distance
L1	N.45°06'59"W.	99.88'
L2	N.58°37'00"W.	380.99'
L3	S.76°03'00"W.	33.27'
L4	S.31°03'00"W.	2.88'
L5	N.58°57'00"W.	36.13'
L6	N.25°15'12"W.	22.68'
L7	N.31°03'00"E.	28.90'
L8	S.58°57'00"E.	9.59'
L9	S.31°03'00"W.	11.25'
L10	S.25°15'12"E.	27.45'
L11	S.58°57'00"E.	15.40'
L12	N.76°03'00"E.	33.56'
L13	S.58°57'00"E.	381.04'
L14	S.44°58'33"E.	96.42'
L15	S.31°03'00"W.	13.16'



## CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	93.00'	13°50'01"	22.45'	22.40'	N.52°02'00"W.
2	93.00'	45°00'00"	73.04'	71.18'	N.81°27'00"W.
3	52.00'	38°05'12"	34.57'	33.93'	N.84°54'24"W.
4	40.00'	45°00'00"	31.42'	30.61'	S.81°27'00"E.
5	106.00'	45°00'00"	83.25'	81.13'	S.81°27'00"E.
6	106.00'	13°58'27"	25.85'	25.79'	S.51°57'47"E.

\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \*

\* THIS IS NOT A SURVEY \*

BY: DENIS J. O'CONNELL, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LSP# 3420

DATE SIGNED: 4/25/07

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

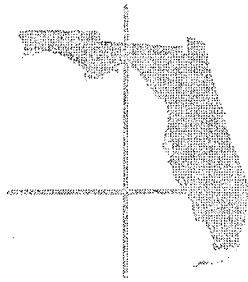
PALMS OF MCGREGOR LCU TRACT "A"

TITLE: SKETCH OF DESCRIPTION

**METRON**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS' PLANNERS  
1.BH.7071

10570 S. CLEVELAND AVENUE,  
SUITE #605  
FORT LAUDERDALE, FL 33407  
PHONE: (239) 275-8575  
FAX: (239) 275-8457  
www.metronfl.com

FILE NAME:	2873-LCU-SK Tract A.DWG	PROJECT NO.:	2873	SHEET:	2 OF 2
SECTOR DATE:	04-24-2007	DRAWN BY:	SCALE:	1" = 100'	DIST.:
		DWG			10-45-24



**METRON**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION  
OF AN EASEMENT LYING IN  
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

(PALMS OF MCGREGOR LOTS 1 – 5, LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING OVER, ACROSS AND THROUGH A PART OF LOTS 1 THROUGH 5, PALMS OF MCGREGOR REPLAT AS RECORDED IN INSTRUMENT # 200600284105 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEASTERLY CORNER OF SAID LOT 1, PALMS OF MCGREGOR REPLAT, THENCE S.31°03'00"W., ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 7.21 FEET; THENCE N.45°06'59"W., A DISTANCE OF 82.02 FEET; THENCE S.45°01'27"W., A DISTANCE OF 7.03 FEET; THENCE N.44°58'33"W., A DISTANCE OF 20.00 FEET; THENCE N.45°01'27"E., A DISTANCE OF 6.98 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.44°36'45"W., A RADIAL DISTANCE OF 86.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 13°33'45" FOR 20.36 FEET; THENCE N.58°57'00"W., A DISTANCE OF 295.78 FEET; THENCE N.31°03'00"E., A DISTANCE OF 7.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 5; THENCE S.58°57'00"E., ALONG THE NORTHERLY LINE OF SAID LOTS 5 THROUGH 2, A DISTANCE OF 295.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 93.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE NORTHERLY LINE OF SAID LOT 2, THROUGH A CENTRAL ANGLE OF 13°50'01" FOR 22.45 FEET; THENCE S.45°06'59"E., ALONG THE NORTHERLY LINE OF SAID LOTS 2 AND 1, A DISTANCE OF 99.88 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 1 AND THE **POINT OF BEGINNING**.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE PLAT OF PALMS OF MCGREGOR REPLAT.

METRON SURVEYING & MAPPING, LLC  
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

DENIS J. O'CONNELL, JR.,  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5430

SHEET 1 OF 2

# SKETCH TO ACCOMPANY DESCRIPTION



### LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
- PG. = PAGE
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- P.U.E. = PUBLIC UTILITY EASEMENT
- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT

**\* THIS IS NOT A SURVEY \***

BY: DENNIS J. GONNELLE, JR.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 157,430

DATE SIGNED: 4/25/07

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

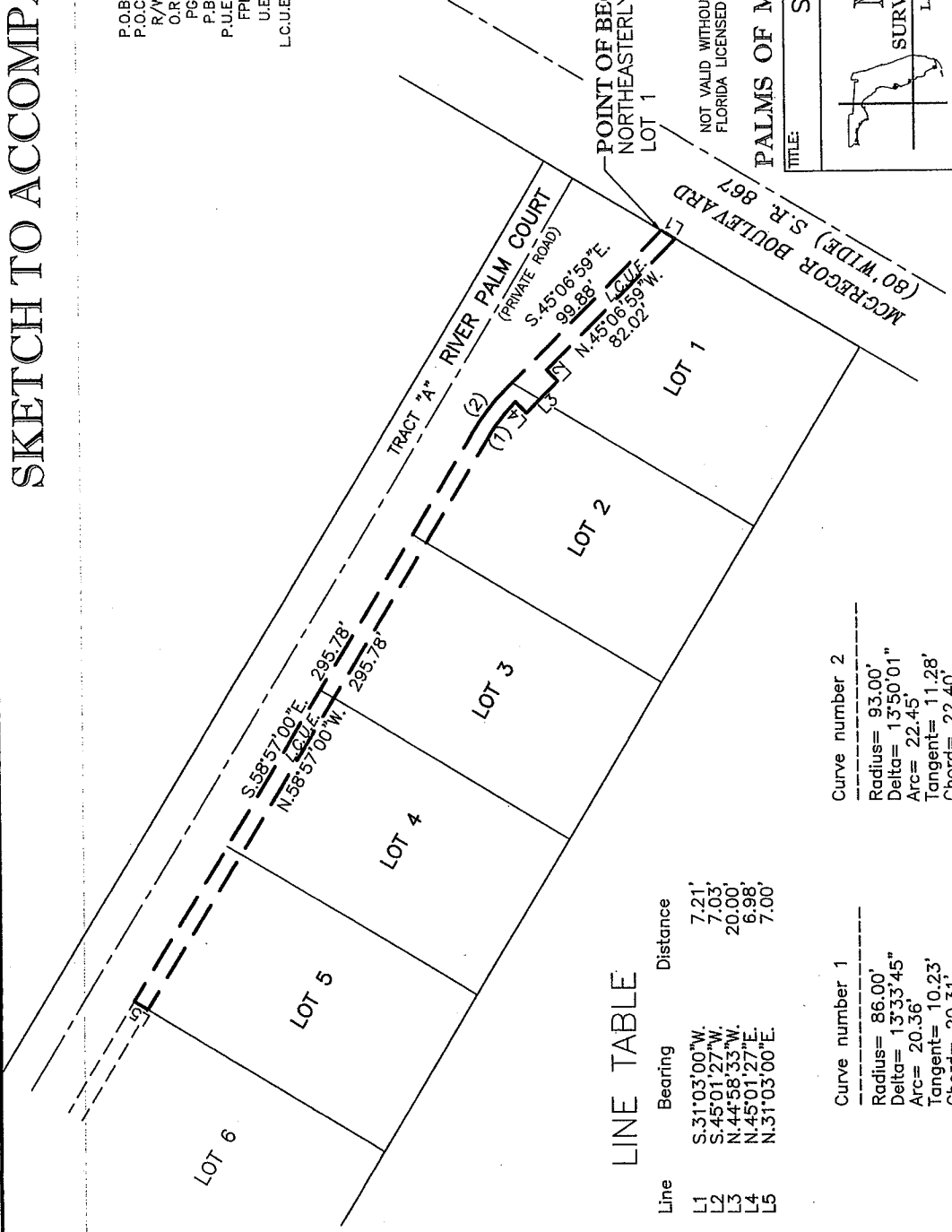
## PALMS OF MCGREGOR LCU LOTS 1-5

### SKETCH OF DESCRIPTION



**METRON**  
 SURVEYING & MAPPING, LLC  
 LAND SURVEYORS-PLANNERS  
 L.B.# 7071  
 10970 S. CLEVELAND AVENUE,  
 SUITE 4005  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 275-8575  
 FAX: (239) 275-8457  
 www.metronfl.com

FILE NAME: 2873-LCU-SK Lot 1-5.DWG	PROJECT NO.:	SHEET:
DRAWN BY: DUO	2873	2 OF 2
SCALE: 1" = 60'	CHECKED BY: DUO	
DATE: 04-24-2007		10-45-24



### LINE TABLE

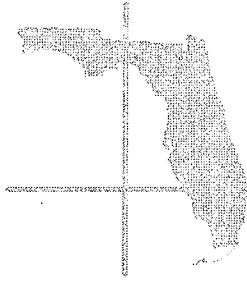
Line	Bearing	Distance
L1	S.31°03'00"W.	7.21'
L2	S.45°01'27"W.	7.03'
L3	N.44°58'33"W.	20.00'
L4	N.45°01'27"E.	6.98'
L5	N.31°03'00"E.	7.00'

Curve number 1
Radius= 86.00'
Delta= 13°33'45"
Arc= 20.36'
Tangent= 10.23'
Chord= 20.31'
Chord Brg.= N.52°10'08"W.

Curve number 2
Radius= 93.00'
Delta= 13°50'01"
Arc= 22.45'
Tangent= 11.28'
Chord= 22.40'
Chord Brg.= S.52°02'00"E.

**\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \***

COPY



# METRON

SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION  
OF AN EASEMENT LYING IN  
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

(PALMS OF MCGREGOR LOT 9, LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING OVER, ACROSS AND THROUGH A PART OF LOT 8, PALMS OF MCGREGOR REPLAT AS RECORDED IN INSTRUMENT # 200600284105 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEASTERLY CORNER OF SAID LOT 9, PALMS OF MCGREGOR REPLAT; THENCE S.31°03'00"W., ALONG THE EASTERLY LINE OF SAID LOT 9, A DISTANCE OF 61.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE S.31°03'00"W., ALONG THE EASTERLY LINE OF SAID LOT 9, A DISTANCE OF 18.98 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 9; THENCE N.58°57'00"W., ALONG THE SOUTHERLY LINE OF SAID LOT 9, A DISTANCE OF 18.40 FEET; THENCE N.31°03'00"E., A DISTANCE OF 18.98 FEET; THENCE S.58°57'00"E., A DISTANCE OF 18.40 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 9 AND THE **POINT OF BEGINNING**.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE PLAT OF PALMS OF MCGREGOR REPLAT.

METRON SURVEYING & MAPPING, LLC  
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

DENIS J. O'CONNELL, JR.,  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5430

SHEET 1 OF 2

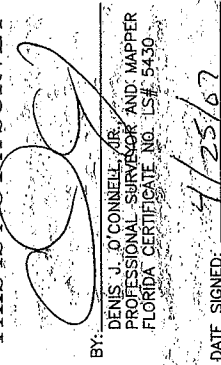
# SKETCH TO ACCOMPANY DESCRIPTION



**LEGEND:**

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
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- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT

**\* THIS IS NOT A SURVEY \***

BY:   
 DENIS J. O'CONNELL, JR.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. LS# 5430

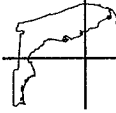
DATE SIGNED: 4/23/67

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

## PALMS OF MCGREGOR LCU LOT 9

TITLE:

SKETCH OF DESCRIPTION



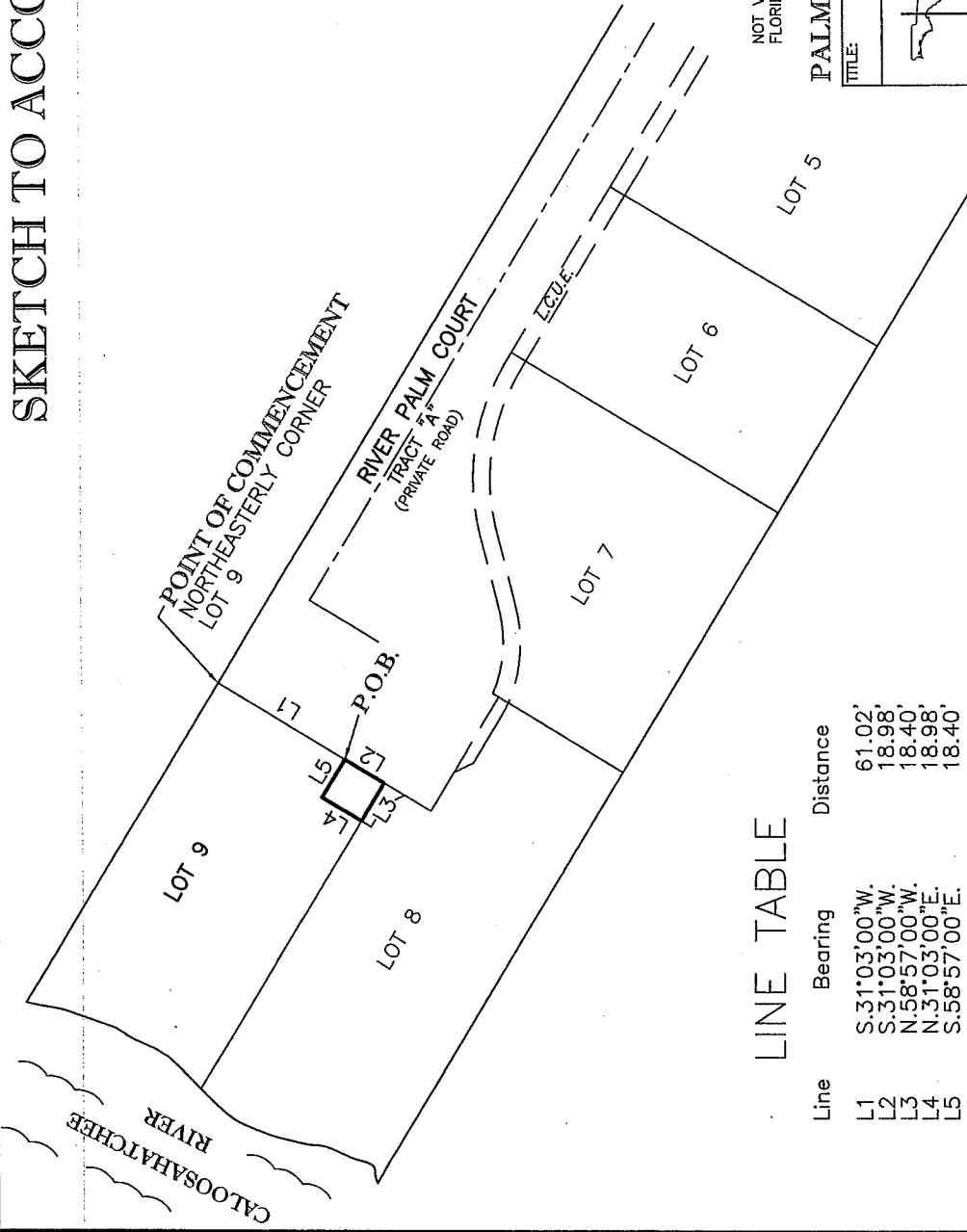
**METRON**  
 SURVEYING & MAPPING, LLC

LAND SURVEYORS-PLANNERS  
 L.# 7071

10970 S. CLEVELAND AVENUE,  
 SUITE #605  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 275-8575  
 FAX: (239) 275-8457

www.metronfl.com

FILE NAME: 2873-LCU-SK Lot 9.DWG	PROJECT NO.: 2873	SHEET: 2 OF 2
SKETCH DATE: 04-24-2007	DRAWN BY: DJO	CHECKED BY: DJO
SCALE: 1" = 60'		(6-T-R) 10-45-24



### LINE TABLE

Line	Bearing	Distance
L1	S.31°03'00"W.	61.02'
L2	S.31°03'00"W.	18.98'
L3	N.58°57'00"W.	18.40'
L4	N.31°03'00"E.	18.98'
L5	S.58°57'00"E.	18.40'

\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \*

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 10452447000000060**

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

3. Grantor (Seller): **EASEMENT #2: BS 20070676 SAMIR CABRERA & JESSICA S. CABRERA**

Last Mailing Address: **8951 RIVER PALM CT THOM OSTERHOUT** City: **FORT MYERS** State: **FL** Zip Code: **33919** Phone No. ( )

4. Grantee (Buyer): **P. O. BOX 398** City: **FT. MYERS** State: **FL** Zip Code: **33902** Phone No. ( ) **2394798181**

5. Date of Sale/Transfer: **5 15 2007** Sale/Transfer Price: **\$ 10 . 00** Property Located In: **46** County Code

6. Type of Document: Contract/Agreement for Deed  Other  7. Are any mortgages on the property? If "Yes", outstanding mortgage balance: **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  \$ **0.70** Cents **00**

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

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

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: **4/26/07**

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
<b>This copy to Department of Revenue</b>	
O. R. Book and Page Number and File Number	
Date Recorded	

**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. 20070676 - UTL  
(SIRE BS NO. 20071040)**

**PROJECT NAME: PALMS OF MCGREGOR, F/K/A  
BOHANNON S/D**

**EASE. #2 NAME: SAMIR CABRERA & JESSICA S.  
CABRERA**

**TYPING BY: Sue Gulledge**

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

Strap Number(s):

**10-45-24-47-00000.0060**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

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

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between "**SAMIR CABRERA AND JESSICA STILWELL CABRERA**" Owners, 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 20070676 - UTL, SIRE BS 20071040**



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.

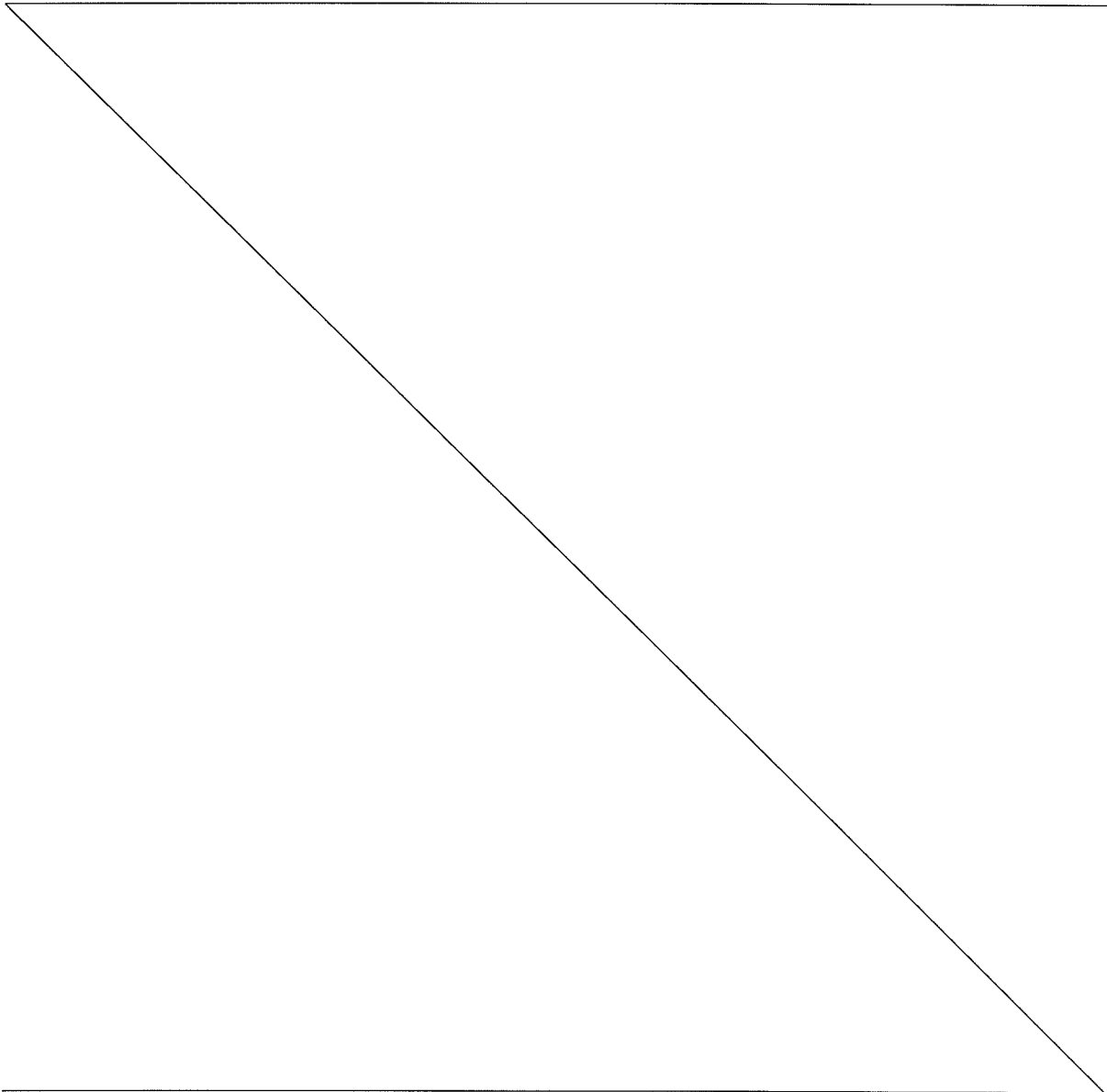
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

Marybeth Gentile  
Virginia Miller-Plaza

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

Marybeth Gentile  
Virginia Miller-Plaza

[Type or Print Name]

MARY Beth Gentile  
Virginia Miller-Plaza

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

MARY Beth Gentile  
Virginia Miller-Plaza

[Type or Print Name]

BY: [Signature]

[Signature Grantor's/Owner's]

Jessica Stilwell Cabrera /

[Type or Print Name]

Samir Cabrera

Owners

[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 27<sup>th</sup> day of Feb. 2007 by Samir Cabrera & Jessica Stilwell Cabrera who produced the following as identification \_\_\_\_\_ or is personally know to me

and who did/did not take an oath.

[stamp or seal]



Carrie Payne

[Signature of Notary]

Carrie Payne

[Typed or Printed Name]

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

ATTEST:  
CHARLIE GREEN, CLERK

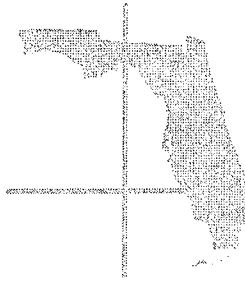
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM

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



# METRON

SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION  
OF AN EASEMENT LYING IN  
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

(PALMS OF MCGREGOR LOT 6, LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING OVER, ACROSS AND THROUGH A PART OF LOT 6, PALMS OF MCGREGOR REPLAT AS RECORDED IN INSTRUMENT # 200600284105 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEASTERLY CORNER OF SAID LOT 6, PALMS OF MCGREGOR REPLAT; THENCE S.31°03'00"W., ALONG THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 7.00 FEET; THENCE N.58°57'00"W., A DISTANCE OF 80.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 6; THENCE N.31°03'00"E., ALONG THE WESTERLY LINE OF SAID LOT 6, A DISTANCE OF 7.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE S.58°57'00"E., ALONG THE NORTHERLY LINE OF SAID LOT 6, A DISTANCE OF 80.00 FEET TO THE **POINT OF BEGINNING**.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE PLAT OF PALMS OF MCGREGOR REPLAT.

METRON SURVEYING & MAPPING, LLC  
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

DENIS J. O'CONNELL, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5430



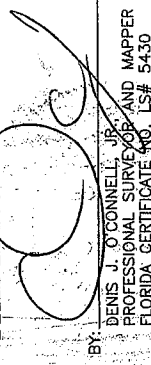
# SKETCH TO ACCOMPANY DESCRIPTION



**LEGEND:**

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT
- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT

**\* THIS IS NOT A SURVEY \***

BY:  DENIS J. O'CONNELL, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 4/25/07  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER.

POINT OF BEGINNING  
NORTHEASTERLY CORNER  
LOT 6

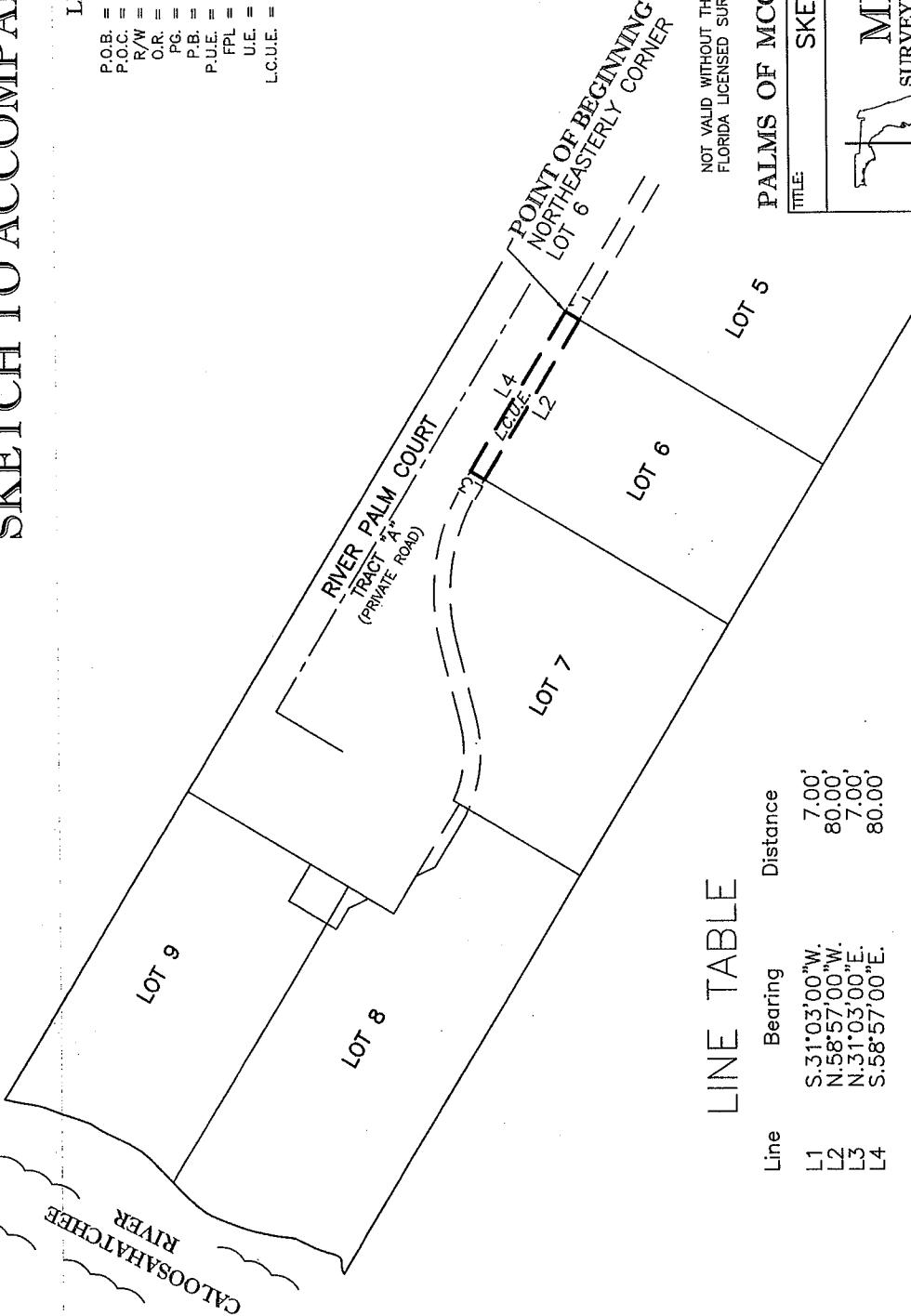
**PALMS OF MCGREGOR LCU LOT 6**

**SKETCH OF DESCRIPTION**

**METRON**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS-PLANNERS  
LB# 7071  
www.metronfl.com

10970 S. CLEVELAND AVENUE,  
SUITE #605  
FORT MYERS, FLORIDA 33907  
PHONE: (239) 275-8575  
FAX: (239) 275-8457

FILE NAME: 2873-LCU-SK Lot 6.DWG	PROJECT NO.: 2873	SHEET: 2 OF 2
SKETCH DATE: 04-24-2007	DRAWN BY: DJO	CHECKED BY: DJO
SCALE: 1" = 60'		10-45-24



**LINE TABLE**

Line	Bearing	Distance
L1	S.31°03'00"W.	7.00'
L2	N.58°57'00"W.	80.00'
L3	N.31°03'00"E.	7.00'
L4	S.58°57'00"E.	80.00'

**\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \***

**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**  
(If Parcel ID not available please call County Property Appraiser's Office) → **10452447000000070**

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 #3: BS 20070676 BENJAMIN E. PAYNE & CARRIE L. PAYNE**  
Last First MI State Corporate Name (if applicable)  
**14360 MCGREGOR BLVD FORT MYERS FL 33919**

4. Grantee (Buyer): **THOM OSTERHOUT AS AGENT: FOR LEE CO. BD. OF CO. COMMISSIONERS**  
Last First MI State Corporate Name (if applicable)  
**P. O. BOX 398 FT. MYERS FL 33902 (2394798181)**

5. Date of Sale/Transfer **5 15 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: **\$ .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  
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  \$ **0.70** Cents **.00**

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

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

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 **4/22/07**

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
<b>This copy to Department of Revenue</b>	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

**This copy to Department of Revenue**

**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. 20070676 - UTL  
(SIRE BS NO. 20071040)**

**PROJECT NAME: PALMS OF MCGREGOR, F/K/A  
BOHANNON S/D**

**EASE. #3 NAME: BENJAMIN E. PAYNE & CARRIE  
L. PAYNE**

**TYPING BY: *Sue Gulledge***

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

Strap Number(s):

**10-45-24-47-00000.0070**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT - #3**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between "**BENJAMIN E. PAYNE AND CARRIE L. PAYNE**" Owners, 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 20070676 - UTL, SIRE BS 20071040**



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.

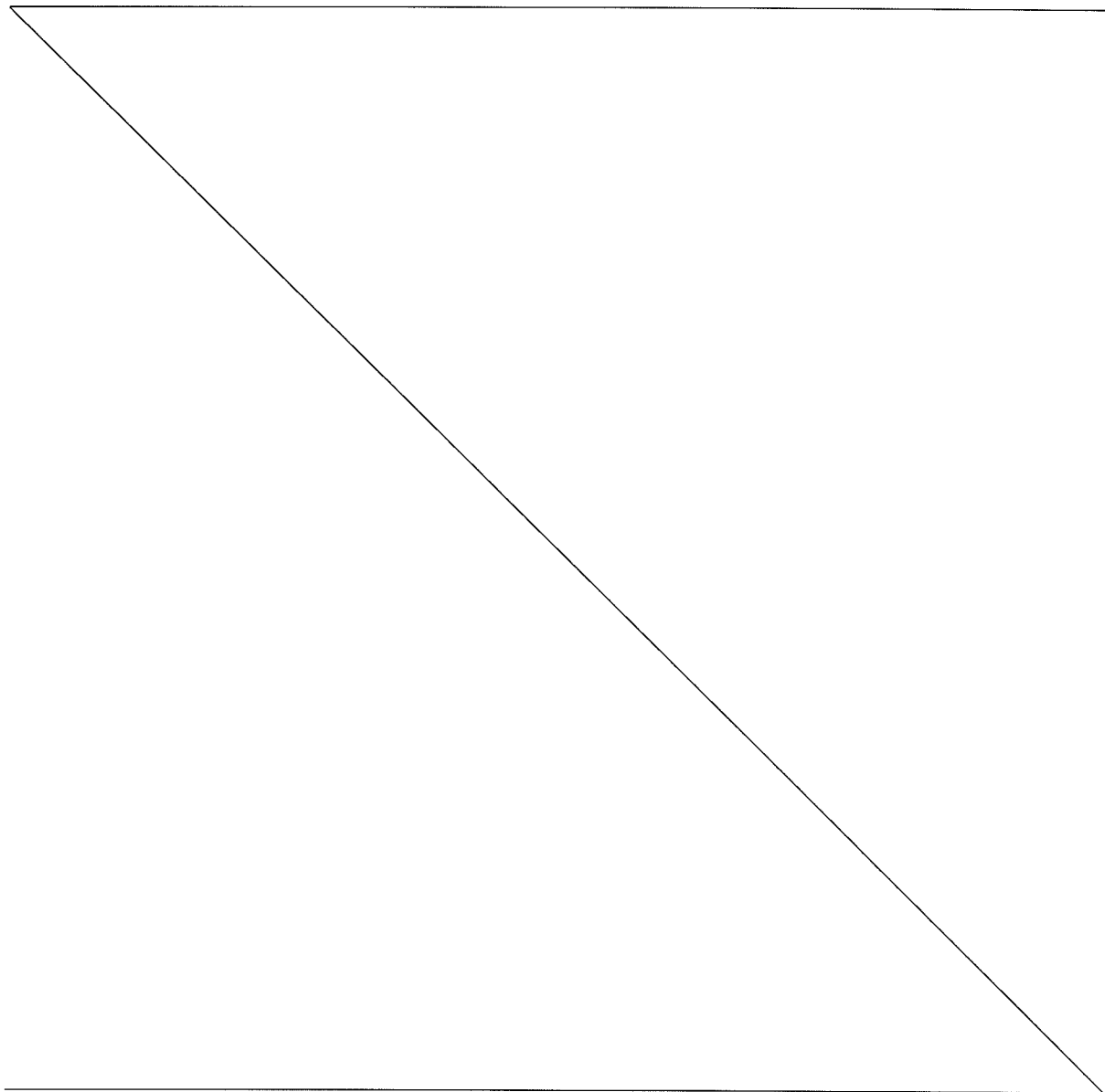
7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment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

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

Alisia O'Kelley  
[1<sup>st</sup> Witness' Signature]

Alisia O'Kelley  
[Type or Print Name]

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

KATHY HARLEY  
[Type or Print Name]

Benjamin E. Payne

BY: Carrie L Payne  
[Signature Grantor's/Owner's]

~~BEN PAYNE~~ BENJAMIN E. PAYNE  
Carrie L Payne

[Type or Print Name]

Owner  
[Title]

STATE OF FLORIDA

COUNTY OF Lee

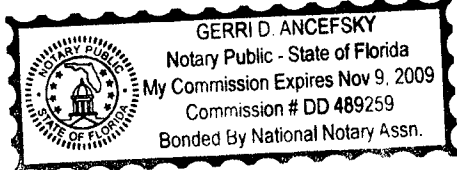
The foregoing instrument was signed and acknowledged before me this 10<sup>th</sup> day of April 2007 by Carrie L Payne & Benjamin E. Payne or is personally know to me, and who did/did not take an oath.

[stamp or seal]

Gerrit Ancefsky  
[Signature of Notary]

GERRI ANCEFSKY

[Typed or Printed Name]





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

ATTEST:  
CHARLIE GREEN, CLERK

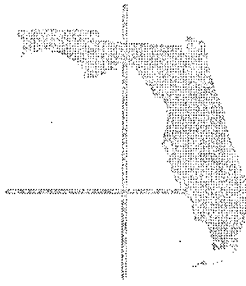
BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

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

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM

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



# METRON

SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION  
OF AN EASEMENT LYING IN  
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

(PALMS OF MCGREGOR LOT 7, LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING OVER, ACROSS AND THROUGH A PART OF LOT 7, PALMS OF MCGREGOR REPLAT AS RECORDED IN INSTRUMENT # 200600284105 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEASTERLY CORNER OF SAID LOT 7, PALMS OF MCGREGOR REPLAT; THENCE S.31°03'00"W., ALONG THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 7.00 FEET; THENCE N.58°57'00"W., A DISTANCE OF 5.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 86.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" FOR 67.54 FEET; THENCE S.76°03'00"W., A DISTANCE OF 33.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°08'01" FOR 39.93 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 7; THENCE N.31°03'00"E., ALONG THE WESTERLY LINE OF SAID LOT 7, A DISTANCE OF 7.45 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 7 AND THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.24°08'12"E., A RADIAL DISTANCE OF 52.00 FEET; THENCE EASTERLY ALONG THE ARC AND THE NORTHERLY LINE OF SAID LOT 7, THROUGH A CENTRAL ANGLE OF 38°05'12" FOR 34.57 FEET; THENCE N.76°03'00"E., ALONG THE NORTHERLY LINE OF SAID LOT 7, A DISTANCE OF 33.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 93.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE NORTHERLY LINE OF SAID LOT 7, THROUGH A CENTRAL ANGLE OF 45°00'00" FOR 73.04 FEET; THENCE S.58°57'00"E., ALONG THE NORTHERLY LINE OF SAID LOT 7, A DISTANCE OF 5.20 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 7 AND THE **POINT OF BEGINNING**.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE PLAT OF PALMS OF MCGREGOR REPLAT.

METRON SURVEYING & MAPPING, LLC  
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

DENIS J. O'CONNELL, JR.,  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5430

SHEET 1 OF 2

# SKETCH TO ACCOMPANY DESCRIPTION

## LINE TABLE

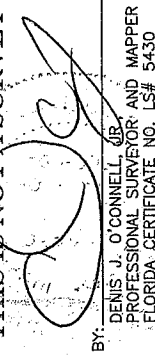
Line	Bearing	Distance
L1	S.31°03'00"W.	7.00'
L2	N.58°57'00"W.	5.20'
L3	S.76°03'00"W.	33.56'
L4	N.31°03'00"E.	7.45'
L5	N.76°03'00"E.	33.27'
L6	S.58°57'00"E.	5.20'

## LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT
- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT



**\* THIS IS NOT A SURVEY \***

BY:   
 DENIS J. O'CONNELL JR.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 4/25/07

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

## PALMS OF MCGREGOR LCU LOT 7

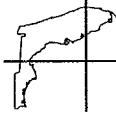
## CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	86.00'	45°00'00"	67.54'	65.82'	N.81°27'00"W.
2	60.00'	38°08'01"	39.93'	39.20'	N.84°53'00"W.
3	52.00'	38°05'12"	34.57'	33.93'	S.84°54'24"E.
4	93.00'	45°00'00"	73.04'	71.18'	S.81°27'00"E.

\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \*

## TITLE:

## SKETCH OF DESCRIPTION



**METRON**

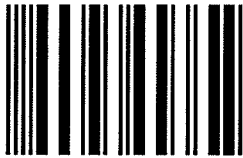
SURVEYING & MAPPING, LLC  
 LAND SURVEYORS-PLANNERS  
 LB# 7071

10970 S. CLEVELAND AVENUE,  
 SUITE #605  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 275-8875  
 FAX: (239) 275-8457  
 www.metrofl.com

FILE NAME	PROJECT NO.	SHEET
2875-LCU-SK Lot 7.DWG	2873	2 OF 2
SKETCH DATE	DRAWN BY:	CHECKED BY:
04-24-2007	DJO	DJO
SCALE:	1" = 60'	
DJO		10-45-24

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 10452447000000080**

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 #4: BS 20070676 JAMES BOHANNON, SR. & HARRIETT BOHANNON**

Last First MI Corporate Name (if applicable)  
**907 DEEP LAGOON LN FORT MYERS FL 33919**

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 15 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 **4/26/07**

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
<b>This copy to Department of Revenue</b>	
O. R. Book and Page Number and File Number	
Date Recorded	
Month Day Year	

**This copy to Department of Revenue**

**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. 20070676 - UTL  
(SIRE BS NO. 20071040)**

**PROJECT NAME: PALMS OF MCGREGOR, F/K/A  
BOHANNON S/D**

**EASE. #4 NAME: JAMES BOHANNON, SR. &  
HARRIETT BOHANNON**

**TYPING BY: Sue Gulledge**

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

Strap Number(s):

**10-45-24-47-00000.0080**

**LCU 500283**

(THIS SPACE RESERVED FOR RECORDING)

**GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT - #4**

THIS INDENTURE is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2007, by and between "**JAMES A. BOHANNON, SR. AND HARRIETT G. BOHANNON**" Owners, 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 20070676 - UTL, SIRE BS 20071040**



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.

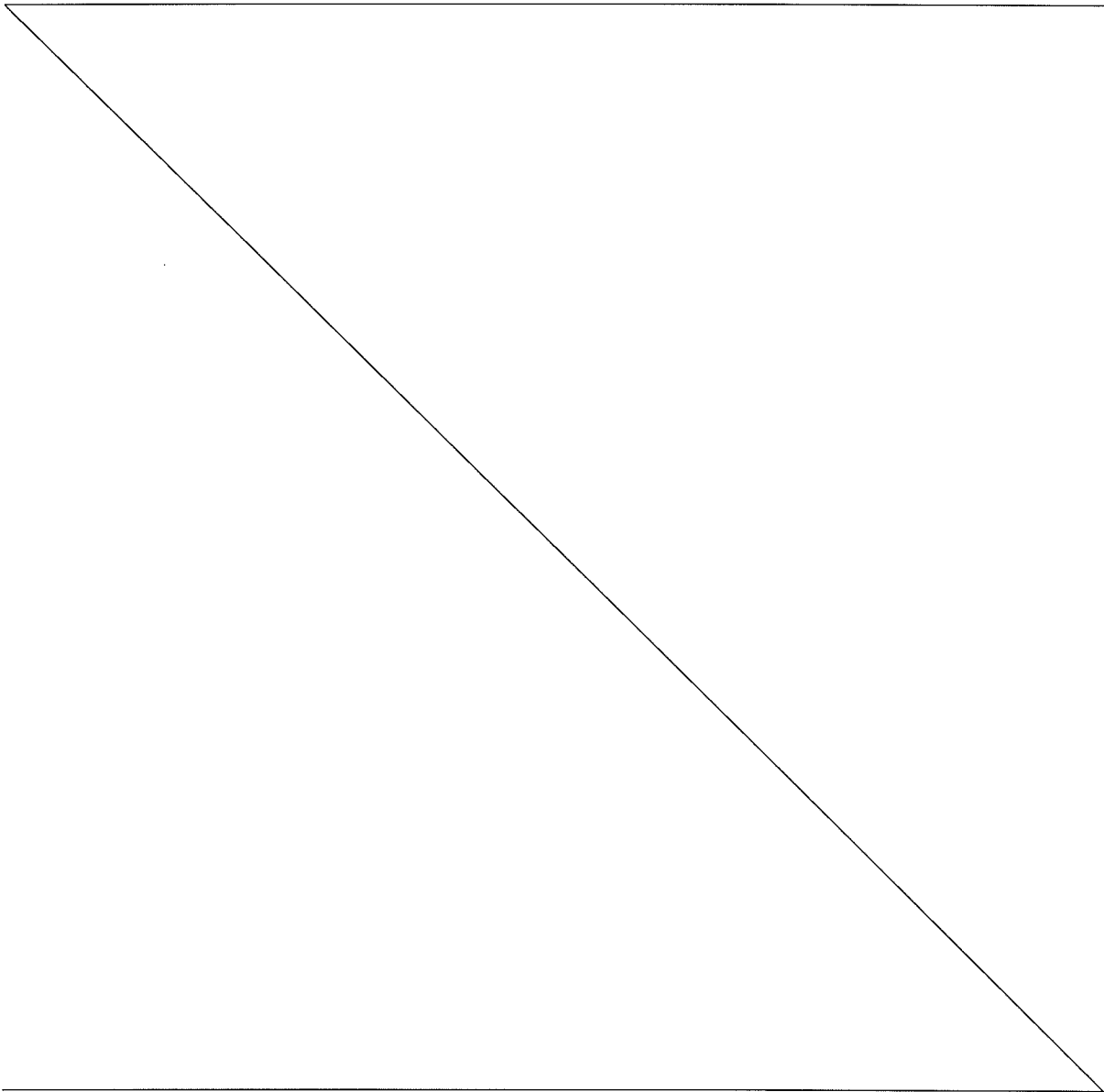
8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or 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.

Mary Beth Smith  
Virginia Miller Payne

[1<sup>st</sup> Witness' Signature]  
Mary Beth Smith  
Virginia Miller-Plaza  
[Type or Print Name]

Mary Beth Smith  
Virginia Miller Payne

[2<sup>nd</sup> Witness' Signature]  
Mary Beth Smith  
Virginia Miller-Plaza  
[Type or Print Name]

James A. Bohannon, Sr.  
BY: James A. Bohannon, Sr.  
[Signature Grantor's/Owner's]  
James A. Bohannon, Sr.  
Harriett G. Bohannon

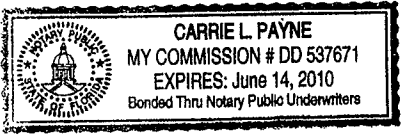
[Type or Print Name]  
Owners  
[Title]

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 27<sup>th</sup> day of Feb. 2007 by X who produced the following as identification James A. & Harriett G. Bohannon or is personally know to me, and who did not take an oath.

[stamp or seal]



Carrie Payne  
[Signature of Notary]

Carrie Payne  
[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



# METRON

## SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION  
OF AN EASEMENT LYING IN  
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

(PALMS OF MCGREGOR LOT 8, LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING OVER, ACROSS AND THROUGH A PART OF LOT 8, PALMS OF MCGREGOR REPLAT AS RECORDED IN INSTRUMENT # 200600284105 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEASTERLY CORNER OF SAID LOT 8, PALMS OF MCGREGOR REPLAT; THENCE N.58°57'00"W., ALONG THE NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 55.00 FEET; THENCE N.31°03'00"E., ALONG THE NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 12.58 FEET TO THE **POINT OF BEGINNING**; THENCE N.25°15'12"W., A DISTANCE OF 9.39 FEET; THENCE N.58°57'00"W., A DISTANCE OF 10.59 FEET; THENCE N.31°03'00"E., A DISTANCE OF 4.71 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 8; THENCE S.58°57'00"E., ALONG THE NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 18.40 FEET; THENCE S.31°03'00"W., A DISTANCE OF 9.92 FEET TO THE **POINT OF BEGINNING**.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE PLAT OF PALMS OF MCGREGOR REPLAT.

METRON SURVEYING & MAPPING, LLC  
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

DENIS J. O'CONNELL, JR.,  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5430

SHEET 1 OF 2

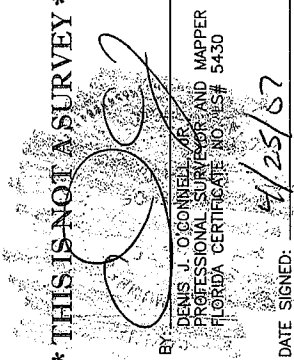
# SKETCH TO ACCOMPANY DESCRIPTION



**LEGEND:**

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
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- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT

**\* THIS IS NOT A SURVEY \***

BY:  DENIS J. O'CONNELL, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 5/25/07

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

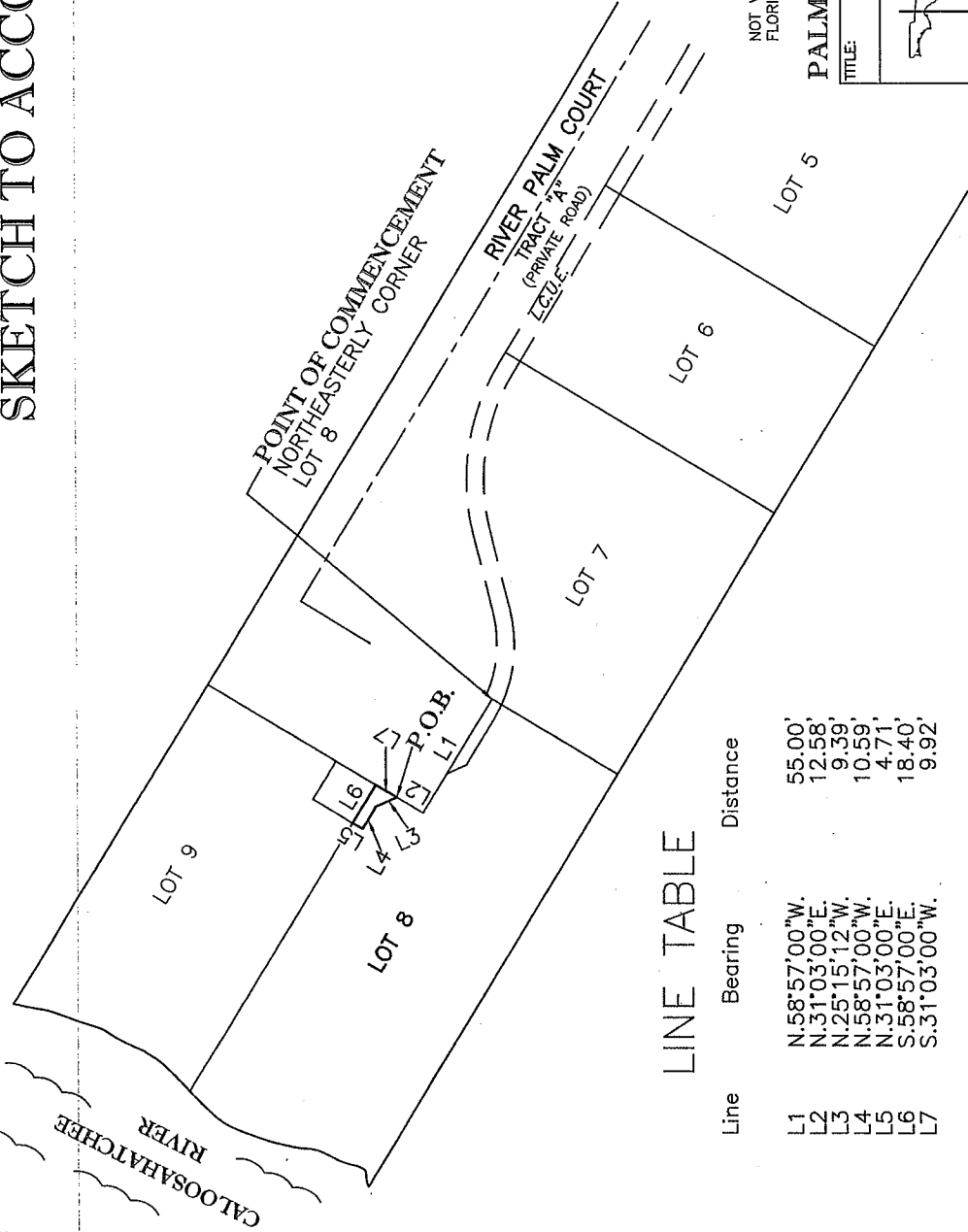
**PALMS OF MCGREGOR LCU LOT 8**  
TITLE: SKETCH OF DESCRIPTION



**METRON**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS-PLANNERS  
LBA# 7071

10970 S. CLEVELAND AVENUE  
SUITE #605  
FORT MYERS, FLORIDA 33907  
PHONE: (239) 275-8575  
FAX: (239) 275-8457  
www.metronfl.com

FILE NAME: 2873-LCU-SK Lot 8A.DWG	PROJECT NO. 2873	SHEET: 2 OF 2
SKETCH DATE: 04-24-2007	DRAWN BY: DJO	CHECKED BY: DJO
SCALE: 1" = 60'	10-45-24	

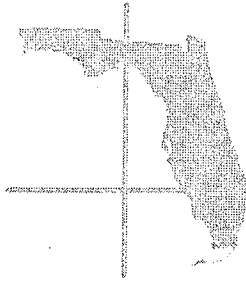


**LINE TABLE**

Line	Bearing	Distance
L1	N 58°57'00"W.	55.00'
L2	N 31°03'00"E.	12.58'
L3	N 25°15'12"W.	9.39'
L4	N 58°57'00"W.	10.59'
L5	N 31°03'00"E.	4.71'
L6	S 58°57'00"E.	18.40'
L7	S 31°03'00"W.	9.92'

**\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \***

**COPY**



**METRON**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION  
OF AN EASEMENT LYING IN  
SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

(PALMS OF MCGREGOR LOT 8, LEE COUNTY UTILITY EASEMENT)

A LEE COUNTY UTILITY EASEMENT SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LYING OVER, ACROSS AND THROUGH A PART OF LOT 8, PALMS OF MCGREGOR REPLAT AS RECORDED IN INSTRUMENT # 200600284105 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEASTERLY CORNER OF SAID LOT 8, PALMS OF MCGREGOR REPLAT; THENCE S.31°03'00"W., ALONG THE EASTERLY LINE OF SAID LOT 8, A DISTANCE OF 4.57 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.24°11'01"E., A RADIAL DISTANCE OF 60.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°51'59" FOR 7.19 FEET; THENCE N.58°57'00"W., A DISTANCE OF 21.46 FEET; THENCE N.25°15'12"W., A DISTANCE OF 9.01 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LOT 8; THENCE S.58°57'00"E., ALONG THE NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 36.13 FEET TO THE **POINT OF BEGINNING**.

EASEMENT SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE PLAT OF PALMS OF MCGREGOR REPLAT.

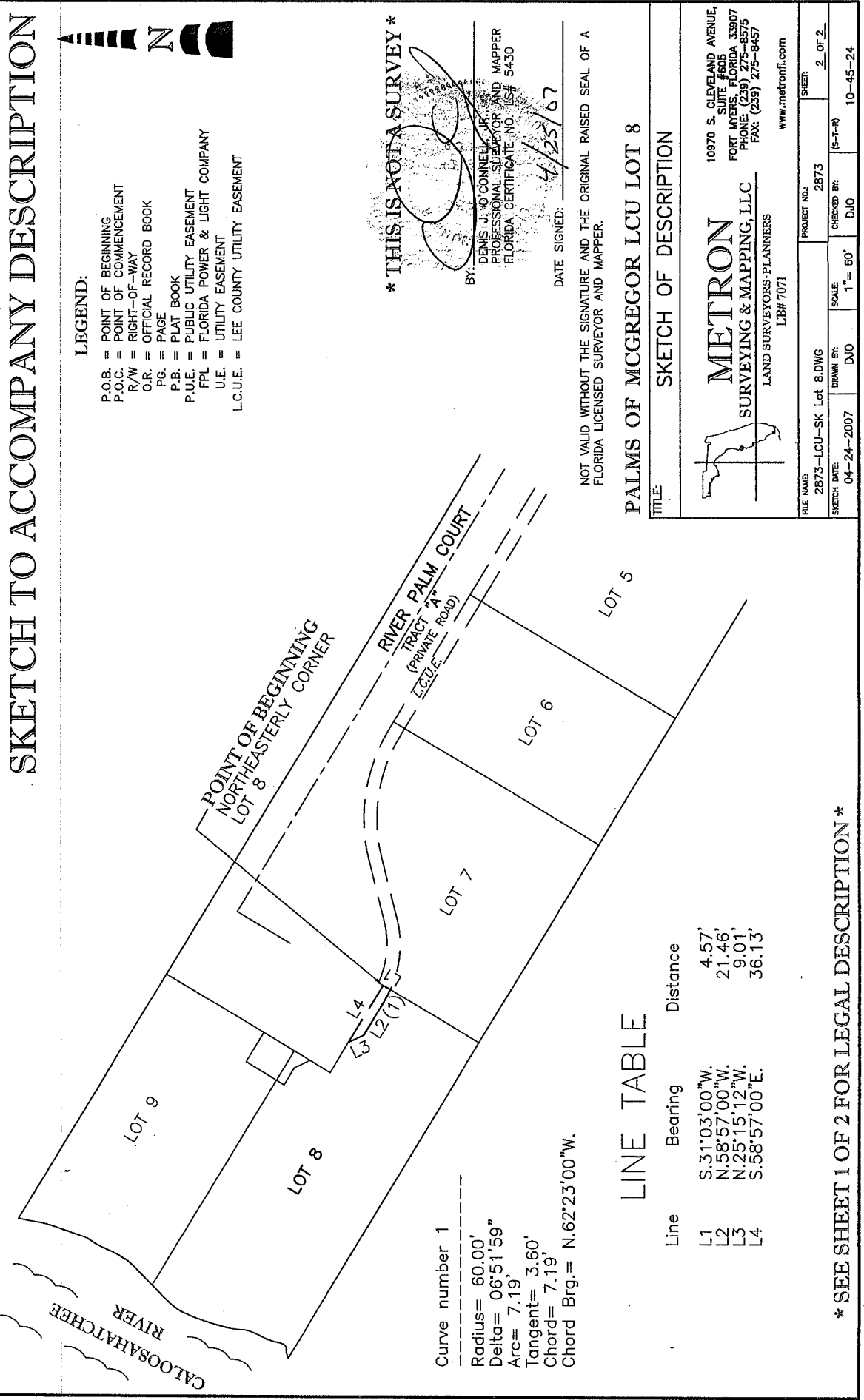
METRON SURVEYING & MAPPING, LLC  
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

DENIS J. O'CONNELL, JR.,  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5430

SHEET 1 OF 2

COPY

(last page)



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- U.E. = UTILITY EASEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT

\* THIS IS NOT A SURVEY \*

BY: *[Signature]*  
 DEMIS J. NO CONNOLLY JR.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 4/25/07

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

PALMS OF MCGREGOR LCU LOT 8

SKETCH OF DESCRIPTION

**METRON**  
 SURVEYING & MAPPING, LLC  
 LAND SURVEYORS-PLANNERS  
 LB# 7071  
 10970 S. CLEVELAND AVENUE,  
 SUITE #605  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 275-8575  
 FAX: (239) 275-8457  
 www.metronfl.com

FILE NAME: 2B73-LCU-SK Lot 8.DWG	PROJECT NO.: 2873	SHEET: 2 OF 2
SKETCH DATE: 04-24-2007	DRAWN BY: DJU	CHECKED BY: DJU
SCALE: 1" = 60'	10-45-24	

Curve number 1

- Radius= 60.00'
- Delta= 06°51'59"
- Arc= 7.19'
- Tangent= 3.60'
- Chord= 7.19'
- Chord Brg.= N.62°23'00"W.

LINE TABLE

Line	Bearing	Distance
L1	S.31°03'00"W.	4.57'
L2	N.58°57'00"W.	21.46'
L3	N.25°15'12"W.	9.01'
L4	S.58°57'00"E.	36.13'

\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \*

# SKETCH TO ACCOMPANY DESCRIPTION



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**\* THIS IS NOT A SURVEY \***

BY: 

DENIS J. O'CONNELL, JR.,  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 4/25/07

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

## PALMS OF MCGREGOR LCU LOT 8

### SKETCH OF DESCRIPTION

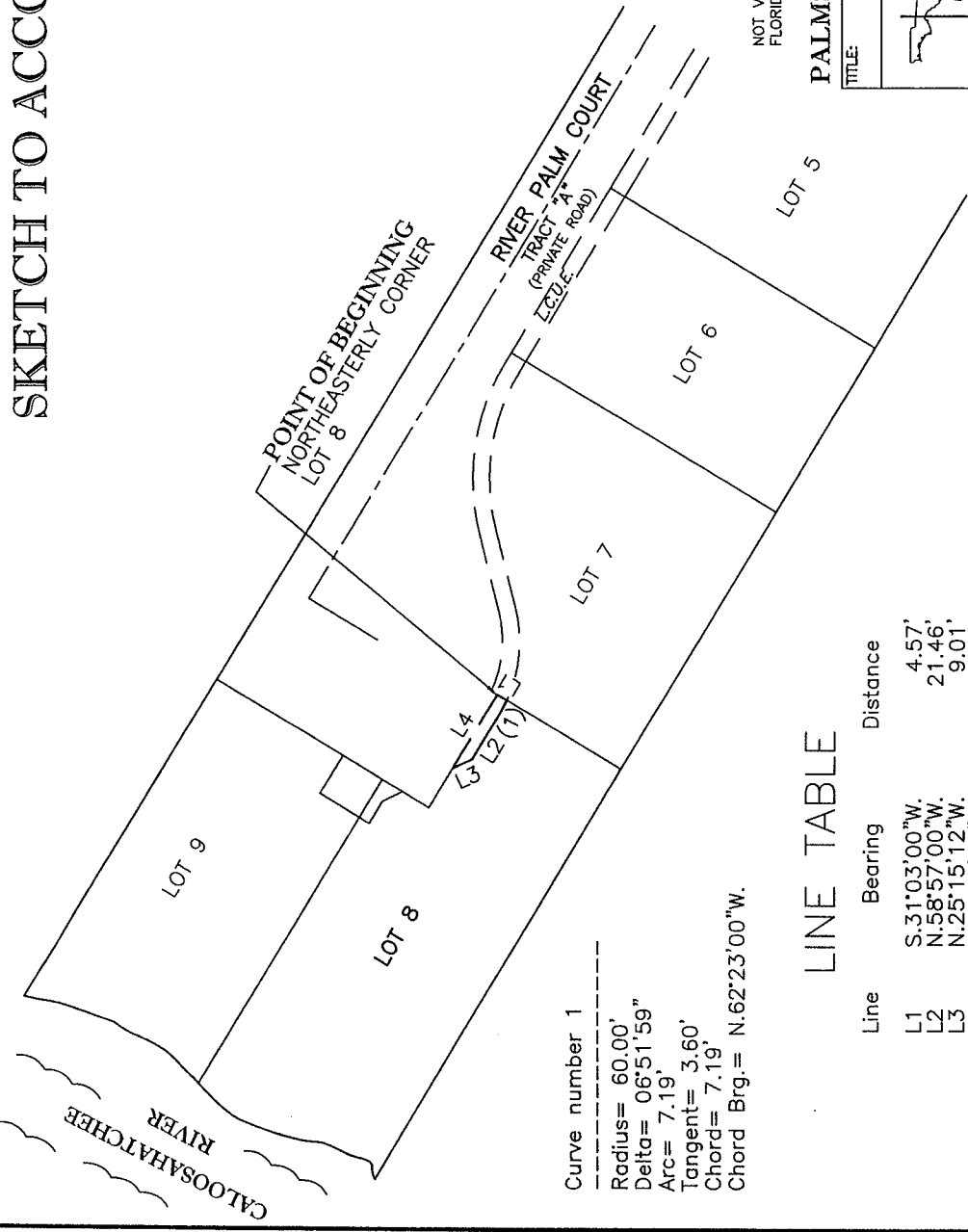


**METRON**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS-PLANNERS  
L.B.# 7071

10970 S. CLEVELAND AVENUE,  
SUITE #605  
FORT WALTERS, FLORIDA 33607  
PHONE: (239) 275-8457  
FAX: (239) 275-8457

www.metronfl.com

FILE NAME 2873-LCU-SK Lot 8.DWG	PROJECT NO. 2873	SHEET: 2 OF 2
SKETCH DATE 04-24-2007	DRAWN BY DJO	CHECKED BY: DJO
SCALE 1" = 60'		10-45-24



Curve number 1  
Radius = 60.00'  
Delta = 06°51'59"  
Arc = 7.19'  
Tangent = 3.60'  
Chord = 7.19'  
Chord Brg. = N.62°23'00"W.

### LINE TABLE

Line	Bearing	Distance
L1	S.31°03'00"W.	4.57'
L2	N.58°57'00"W.	21.46'
L3	N.25°15'12"W.	9.01'
L4	S.58°57'00"E.	36.13'

**\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \***



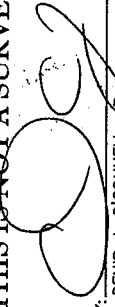
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**\* THIS IS NOT A SURVEY \***

BY: 

DENIS J. O'CONNELL, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 4/25/07

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

## PALMS OF MCGREGOR LCU LOT 8

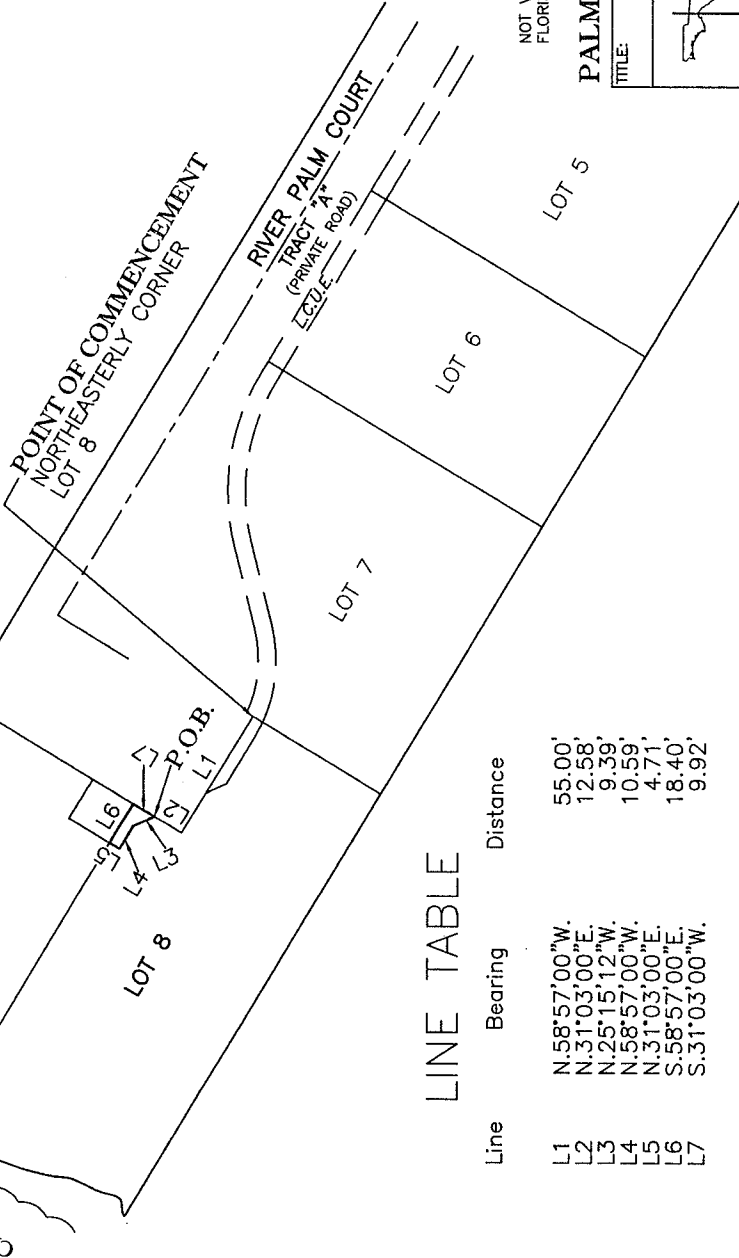
### SKETCH OF DESCRIPTION



**METRON**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS-PLANNERS  
LB# 7071

10970 S. CLEVELAND AVENUE,  
FPO SUITE 1000, FORT MYERS, FLORIDA 33907  
PHONE: (239) 275-8575  
FAX: (239) 275-8457  
www.metronfl.com

FILE NAME:	2873-LCU-SK Lot 8A.DWG	PROJECT NO.:	2873	SHEET:	2 OF 2
SKETCH DATE:	04-24-2007	DRAWN BY:	DJO	CHECKED BY:	(S-T-R)
		SCALE:	1" = 60'	DJO	10-45-24



### LINE TABLE

Line	Bearing	Distance
L1	N.58°57'00"W.	55.00'
L2	N.31°03'00"E.	12.58'
L3	N.25°15'12"W.	9.39'
L4	N.58°57'00"W.	10.59'
L5	N.31°03'00"E.	4.71'
L6	S.58°57'00"E.	18.40'
L7	S.31°03'00"W.	9.92'

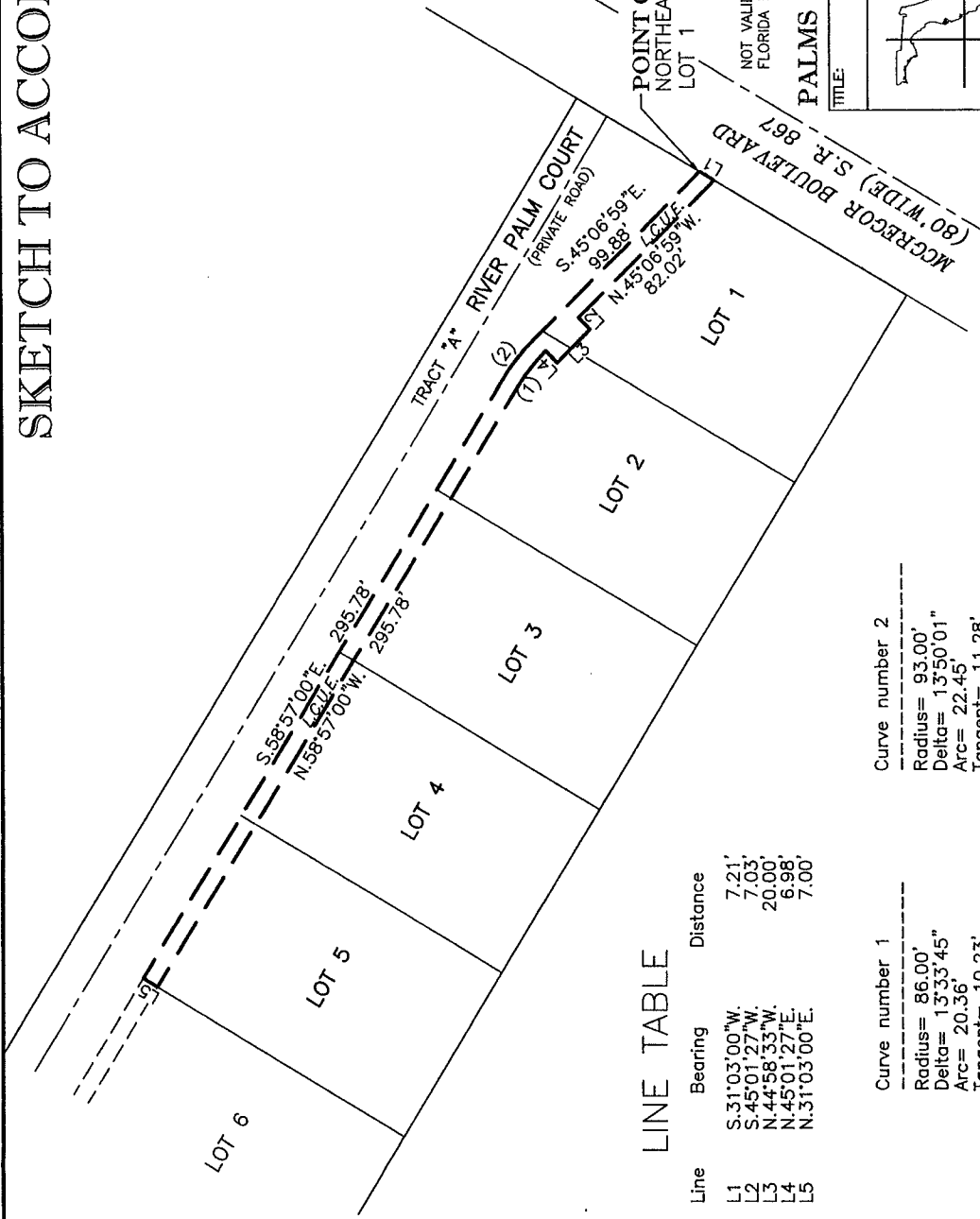
**\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \***

# SKETCH TO ACCOMPANY DESCRIPTION



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- P.U.E. = PUBLIC UTILITY EASEMENT
- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT
- LC.U.E. = LEE COUNTY UTILITY EASEMENT



### LINE TABLE

Line	Bearing	Distance
L1	S.31°03'00"W.	7.21'
L2	S.45°01'27"W.	7.03'
L3	N.44°58'33"W.	20.00'
L4	N.45°01'27"E.	6.98'
L5	N.31°03'00"E.	7.00'

Curve number 1	Radius=	Delta=	Arc=	Tangent=	Chord=	Chord Brg.=
	86.00'	13°33'45"	20.36'	10.23'	20.31'	N.52°10'08"W.

Curve number 2	Radius=	Delta=	Arc=	Tangent=	Chord=	Chord Brg.=
	93.00'	13°50'01"	22.45'	11.28'	22.40'	S.52°02'00"E.

\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \*

\* THIS IS NOT A SURVEY \*

BY: DENIS J. O'CONNELL, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LS# 5430

POINT OF BEGINNING  
NORTHEASTERLY CORNER  
LOT 1

DATE SIGNED: 4/25/07

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

PALMS OF MCGREGOR LCU LOTS 1-5

TITLE: SKETCH OF DESCRIPTION



**METRON**  
SURVEYING & MAPPING, LLC  
LAND SURVEYORS-PLANNERS  
L.B# 7071  
www.metronfl.com

10970 S. CLEVELAND AVENUE,  
SUITE #605  
FORT MYERS, FLORIDA 33907  
PHONE: (239) 275-8575  
FAX: (239) 275-8457

FILE NAME: 2873-LCU-SK Lot 1-5.DWG	PROJECT NO.: 2873	SHEET: 2 OF 2
SKETCH DATE: 04-24-2007	DRAWN BY: DUO	CHECKED BY: DUO
SCALE: 1" = 60'	10-45-24	

# SKETCH TO ACCOMPANY DESCRIPTION



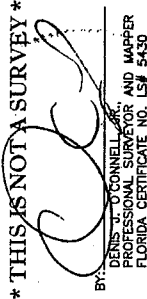
## LINE TABLE

Line	Bearing	Distance
L1	N.45°06'59"W.	99.88'
L2	N.58°57'00"W.	380.98'
L3	S.76°03'00"W.	33.27'
L4	S.31°03'00"W.	2.88'
L5	N.58°57'00"W.	36.13'
L6	N.25°15'12"W.	22.68'
L7	N.31°03'00"E.	28.90'
L8	S.58°57'00"E.	9.59'
L9	S.31°03'00"W.	11.25'
L10	S.25°15'12"E.	27.45'
L11	S.58°57'00"E.	15.40'
L12	N.76°03'00"E.	33.56'
L13	S.58°57'00"E.	381.04'
L14	S.44°58'33"E.	96.42'
L15	S.31°03'00"W.	13.16'

## LEGEND:

- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT-OF-WAY
- O.R. = OFFICIAL RECORD BOOK
- P.G. = PAGE
- P.B. = PLAT BOOK
- P.U.E. = PUBLIC UTILITY EASEMENT
- FPL = FLORIDA POWER & LIGHT COMPANY
- U.E. = UTILITY EASEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT

\* THIS IS NOT A SURVEY \*

BY:   
 DENNIS J. CONNELL  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. L5# 5430

DATE SIGNED: 4/25/07

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

PALMS OF MCGREGOR LCU TRACT "A"

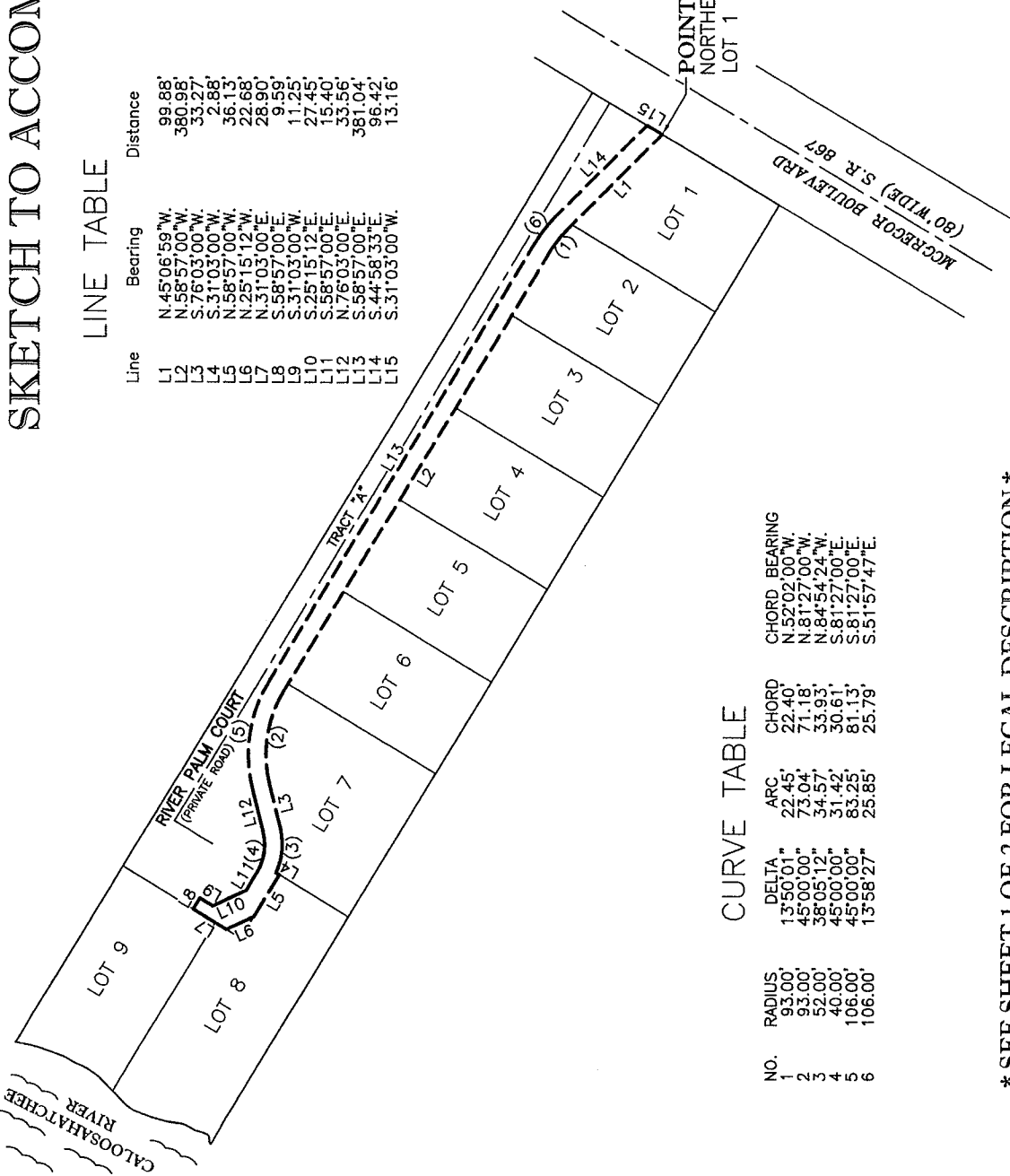
TITLE: SKETCH OF DESCRIPTION



**METRON**  
 SURVEYING & MAPPING, LLC  
 LAND SURVEYORS-PLANNERS  
 LBN# 7071

10870 S. CLEVELAND AVENUE,  
 SUITE 1405  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 275-4575  
 FAX: (239) 275-4575  
 www.metronfl.com

FILE NAME:	2873-LCU-SK Tract A.DWG	PROJECT NO.:	2873	SHEET:	2 OF 2
SKETCH DATE:	04-24-2007	DRAWN BY:	DJO	CHECKED BY:	(S-T-K)
		SCALE:	1" = 100'	DJO	10-45-24

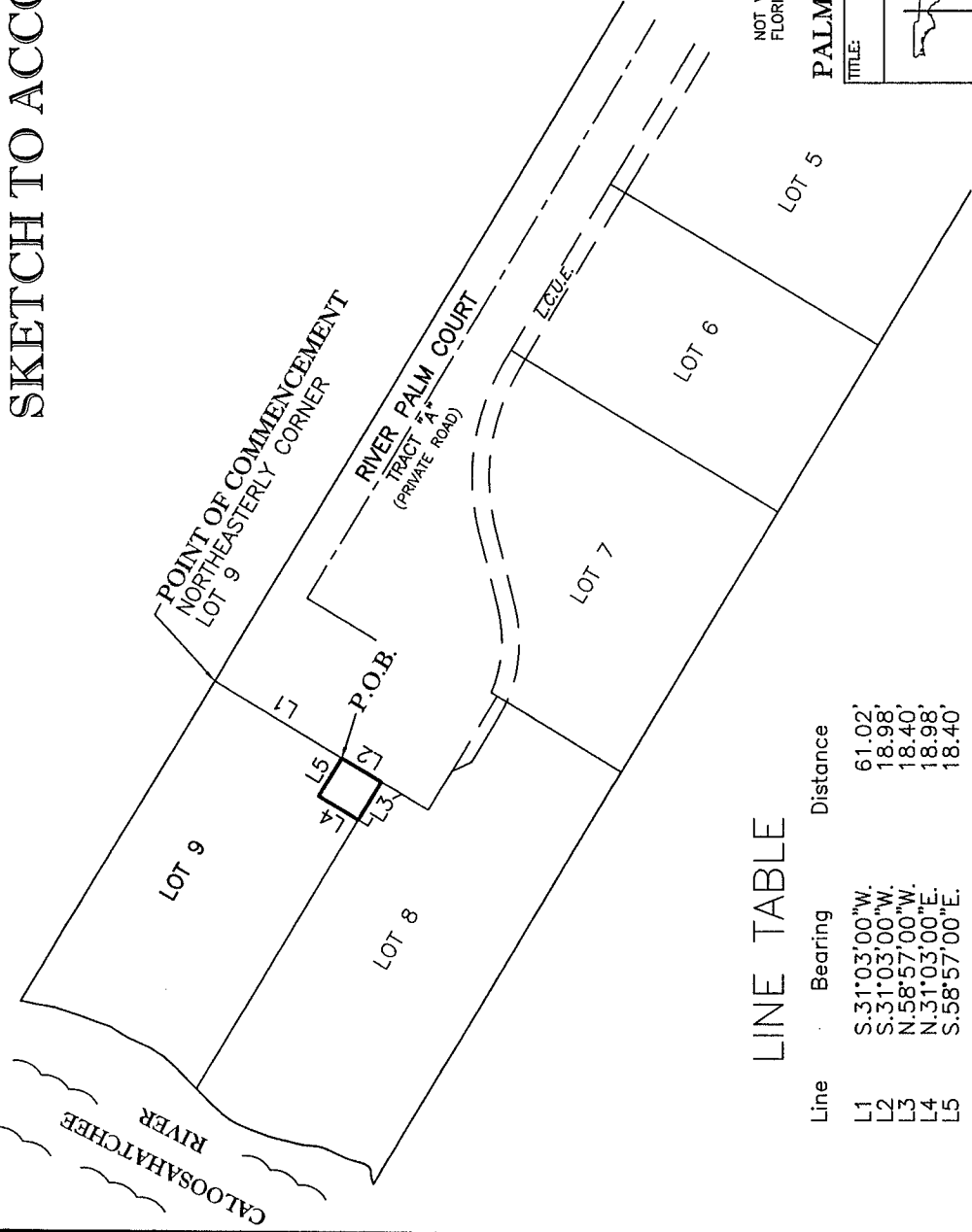


## CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	93.00'	13°50'01"	22.45'	22.40'	N.52°02'00"W.
2	93.00'	45°00'00"	73.04'	71.18'	N.81°27'00"W.
3	52.00'	38°05'12"	34.57'	33.93'	N.84°54'24"W.
4	40.00'	45°00'00"	31.42'	30.61'	S.81°27'00"E.
5	106.00'	45°00'00"	83.25'	81.13'	S.81°27'00"E.
6	106.00'	13°58'27"	25.85'	25.79'	S.51°57'47"E.

\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \*

# SKETCH TO ACCOMPANY DESCRIPTION



## LEGEND:

- P.O.B. = POINT OF BEGINNING
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- U.E. = UTILITY EASEMENT
- L.C.U.E. = LEE COUNTY UTILITY EASEMENT



**\* THIS IS NOT A SURVEY \***

BY:

DENIS J. O'CONNELL, JR.,  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. LS# 5430

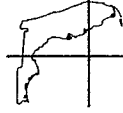
DATE SIGNED: 4/25/07

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

## PALMS OF MCGREGOR LCU LOT 9

TITLE:

## SKETCH OF DESCRIPTION



**METRON**  
SURVEYING & MAPPING, LLC

LAND SURVEYORS-PLANNERS

L.B.# 7071

10970 S. CLEVELAND AVENUE,  
SUITE #605, 33807  
FORT WORTH, TEXAS 76107  
PHONE: (817) 771-8275  
FAX: (817) 275-8457

www.metronfl.com

FILE NAME:  
2873-LCU-SK Lot 9.DWG

PROJECT NO.:

2873

SHEET:

2 OF 2

SCALE:  
1" = 60'

DRAWN BY:

DJO

CHECKED BY:

DJO

(S-T-R)

10-45-24

## LINE TABLE

Line	Bearing	Distance
L1	S.31°03'00"W.	61.02'
L2	S.31°03'00"W.	18.98'
L3	N.58°57'00"W.	18.40'
L4	N.31°03'00"E.	18.98'
L5	S.58°57'00"E.	18.40'

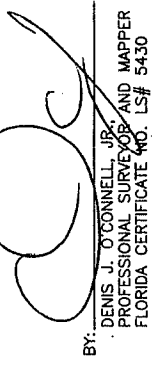
\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \*

# SKETCH TO ACCOMPANY DESCRIPTION



- LEGEND:**
- P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - R/W = RIGHT-OF-WAY
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**\* THIS IS NOT A SURVEY \***

BY:   
 DENIS J. O'CONNELL, JR.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 4/25/07

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

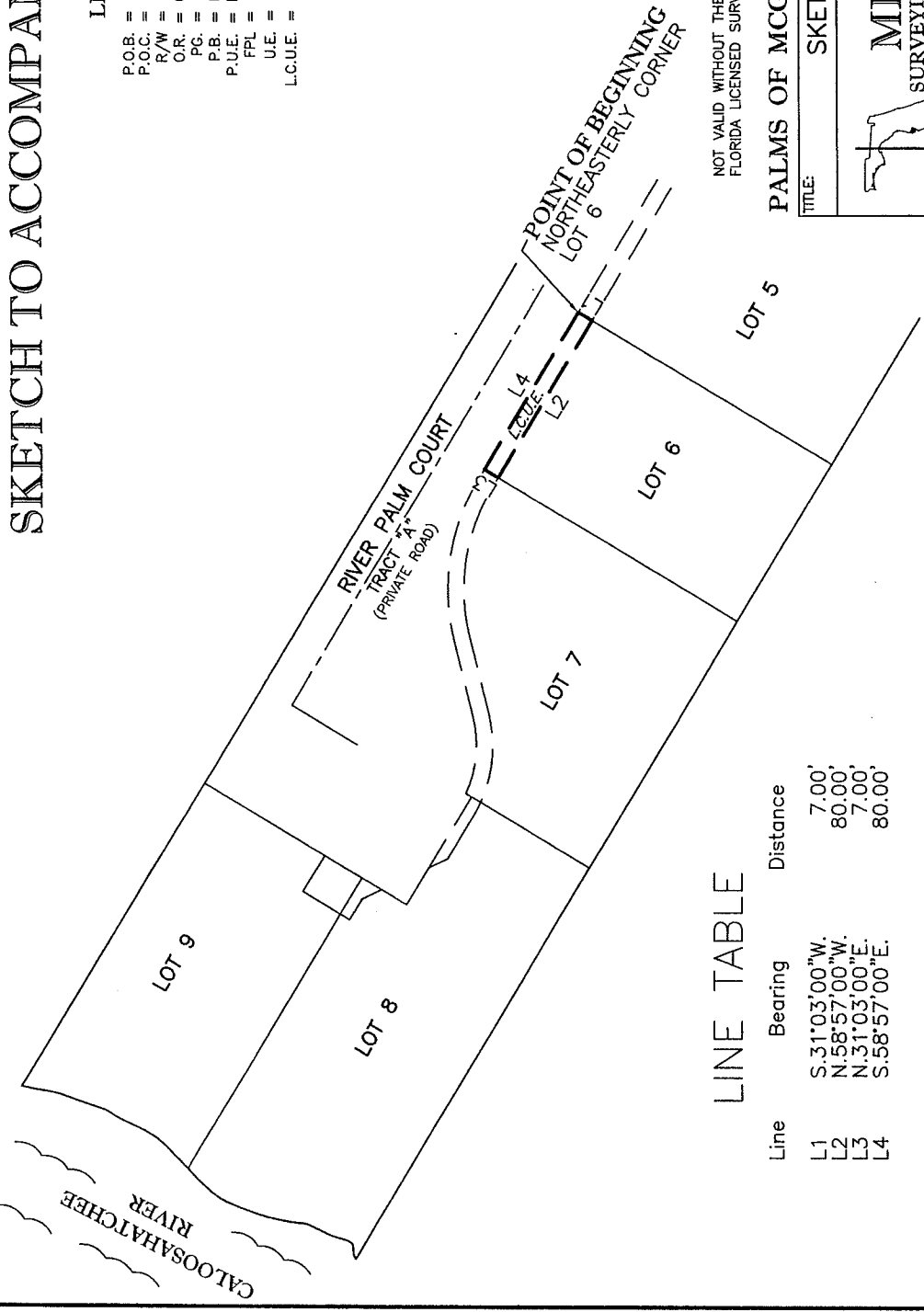
## PALMS OF MCGREGOR LCU LOT 6

### SKETCH OF DESCRIPTION



**METRON**  
 SURVEYING & MAPPING, LLC  
 LAND SURVEYORS-PLANNERS  
 LB# 7071  
 10970 S. CLEVELAND AVENUE  
 SUITE #605  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 275-8575  
 FAX: (239) 275-8457  
 www.metronfl.com

FILE NAME: 2873-LCU-SK Lot 6.DWG	PROJECT NO.: 2873	SHEET: 2 OF 2
SKETCH DATE: 04-24-2007	DRAWN BY: DJO	CHECKED BY: DJO
SCALE: 1" = 60'	(S-T-R) 10-45-24	



### LINE TABLE

Line	Bearing	Distance
L1	S.31°03'00"W.	7.00'
L2	N.58°57'00"W.	80.00'
L3	N.31°03'00"E.	7.00'
L4	S.58°57'00"E.	80.00'

**\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \***

# SKETCH TO ACCOMPANY DESCRIPTION

## LINE TABLE

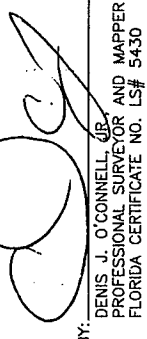
LEGEND:

P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 R/W = RIGHT-OF-WAY  
 O.R. = OFFICIAL RECORD BOOK  
 P.G. = PAGE  
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 FPL = FLORIDA POWER & LIGHT COMPANY  
 U.E. = UTILITY EASEMENT  
 L.C.U.E. = LEE COUNTY UTILITY EASEMENT

Line	Bearing	Distance
L1	S.31°03'00"W.	7.00'
L2	N.58°57'00"W.	5.20'
L3	S.76°03'00"W.	33.56'
L4	N.31°03'00"E.	7.45'
L5	N.76°03'00"E.	33.27'
L6	S.58°57'00"E.	5.20'



**\* THIS IS NOT A SURVEY \***

BY:   
 DENIS J. O'CONNELL, JR.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 4/25/07

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

## PALMS OF MCGREGOR LCU LOT 7

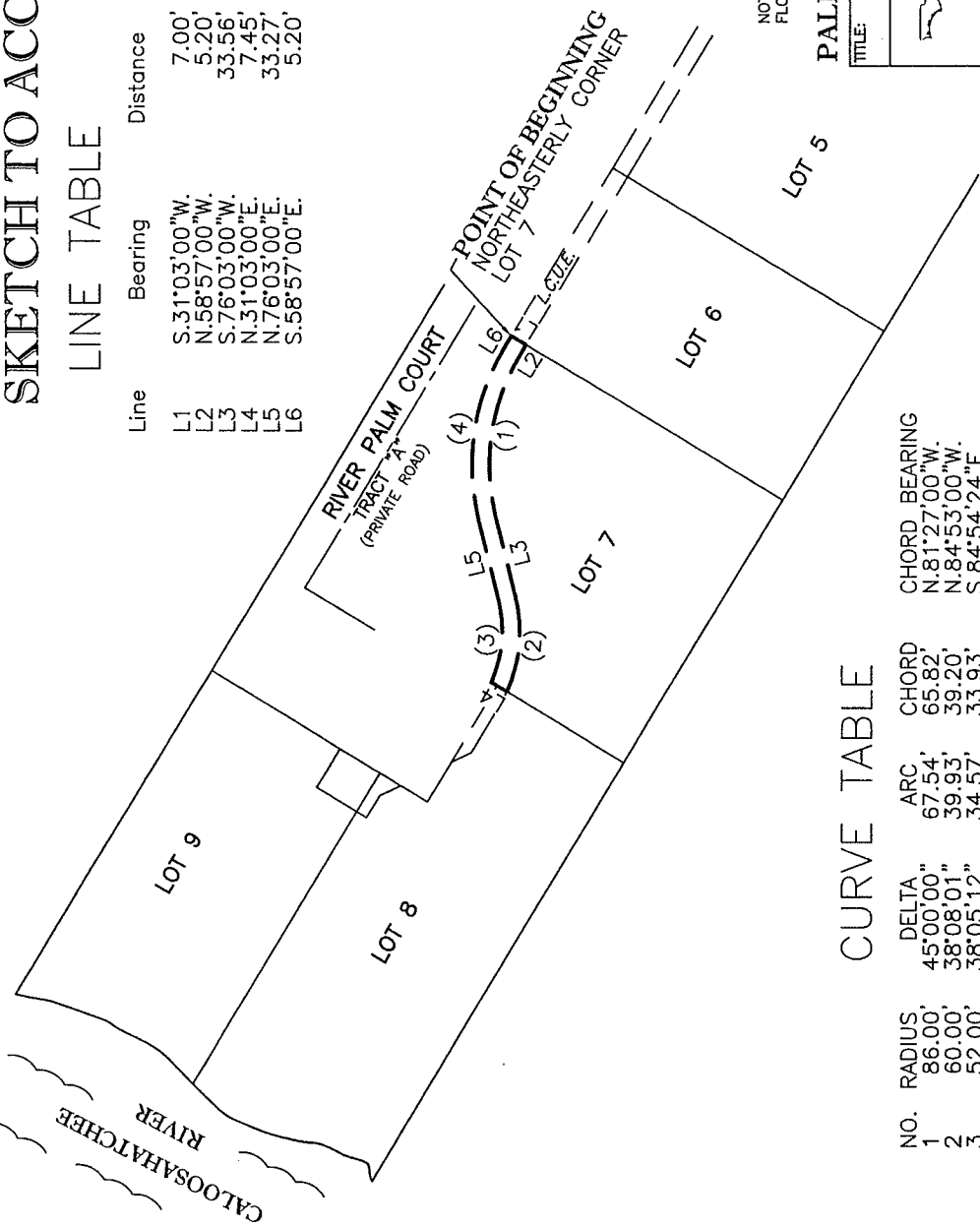
### SKETCH OF DESCRIPTION



**METRON**  
 SURVEYING & MAPPING, LLC  
 LAND SURVEYORS - PLANNERS  
 LB# 7071  
 www.metronfl.com

10970 S. CLEVELAND AVENUE,  
 SUITE #605  
 FORT MYERS, FLORIDA 33907  
 PHONE: (239) 275-8575  
 FAX: (239) 275-8457

FILE NAME: 2873-LCU-SK Lot 7.DWG	PROJECT NO.: 2873	SHEET: 2 OF 2
SKETCH DATE: 04-24-2007	DRAWN BY: DJU	CHECKED BY: (S-I-R) DJU
SCALE: 1" = 60'		10-45-24



## CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	86.00'	45°00'00"	67.54'	65.82'	N.81°27'00"W.
2	60.00'	38°08'01"	39.95'	39.20'	N.84°53'00"W.
3	52.00'	38°05'12"	34.57'	33.93'	S.84°54'24"E.
4	93.00'	45°00'00"	73.04'	71.18'	S.81°27'00"E.

\* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION \*