

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

BLUE SHEET NO: 20041572 -UTL

1. REQUESTED MOTION:

ACTION REQUESTED: Approve final acceptance, by Resolution, and recording of two (2) Utility Easements as a donation for a water main relocation serving *Palm Island, Phase II-A, Lot 63*. This is a developer contributed asset project located on the north side of Hancock Bridge Parkway approximately 1/2 mile east of Orange Grove Boulevard.

WHY ACTION IS NECESSARY: To provide potable water service and fire protection this phase of the residential development.

WHAT ACTION ACCOMPLISHES: Places the relocated water main into operation and complies with the Lee County Utilities Operations Manual.

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 4

C10C

3. MEETING DATE: *01-04-2005*

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)*
- STATUTE
 - ORDINANCE
 - ADMIN. CODE
 - OTHER Res. Easement

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER:
- B. DEPARTMENT: Lee County Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, P.E., Utilities Director

DATE: *12/10/04*

7. BACKGROUND:

The relocation of existing water mains do not require permission to construct by the BOCC, therefore, no previous Blue Sheet number is provided.
 The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing of the water system has been completed.
 As-builts have been provided.
 Engineer's Certification of Completion has been provided---copy attached.
 Project location map---copy attached.
 Warranty has been provided---copy attached.
 Waiver of Lien has been provided---copy attached.
 Certification of Contributory Assets has been provided---copy attached.
 Sanitary sewer service is provided by Lee County Utilities via infrastructure constructed and accepted during Phase II-A of the project.
 100% of the connection fees were previously paid.
 Funds are available for recording fees in account # OD5360748700.504930.

SECTION 09 TOWNSHIP 44S RANGE 24E DISTRICT #4 COMMISSIONER HALL

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL

(A) DEPARTMENT DIRECTOR	(B) PURCH. OR CONTRACTS	(C) HUMAN RESOURCES	(D) OTHER	(E) COUNTY ATTORNEY	(F) BUDGET SERVICES				(G) COUNTY MANAGER
					OA	OM	Risk	GC	
<i>J. Lavender</i> Date: <i>12-17-04</i>	N/A Date:	N/A Date:	<i>T.O.</i> T. Osterhout Date: <i>12/10</i>	<i>S. Coovert</i> S. Coovert Date: <i>12/14/04</i>	<i>P.M.</i> 12/15/04	<i>MS</i> 12/15/04	<i>OR</i> 12/15/04	<i>RV</i> 12/15/04	<i>J. Lavender</i> Date: <i>12-23-04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *12/14/04*
 Time: *9:55*
 Forwarded To: *12/14/04*

RECEIVED BY
 COUNTY ADMIN: *12-14-04*
 3:55
 COUNTY ADMIN
 FORWARDED TO: *12/14/04*
H2004

RESOLUTION NO.

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

WHEREAS, it is the desire of "U.S. Home Corporation", owner of record, to make a contribution to Lee County Utilities of water facilities (one fire hydrant) serving "Palm Island, Phase II-A, Lot 63 "; 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 \$9,500.00 is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

- Commissioner Janes _____ (1)
- Commissioner St. Cerny: _____ (2)
- Commissioner Judah: _____ (3)
- Commissioner Hall: _____ (4)
- Commissioner Albion: _____ (5)

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

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

LETTER OF COMPLETION

DATE: 8-01-03

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

Gentlemen:

This is to certify that the water distribution and/or sewage collection system(s) located in Palm Island Phase II-A Lot 63

(Name of Development)

were designed by me and have been constructed in conformance with:

x the approved plans - the revised plans, attached

and:

x the approved specifications - the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: water main pressure test,

Very truly yours,

Craig E. Gunderson, P.E. - Neese & Associates

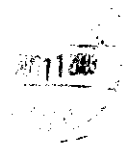
(Owner or Name of Corporation)


(Signature)

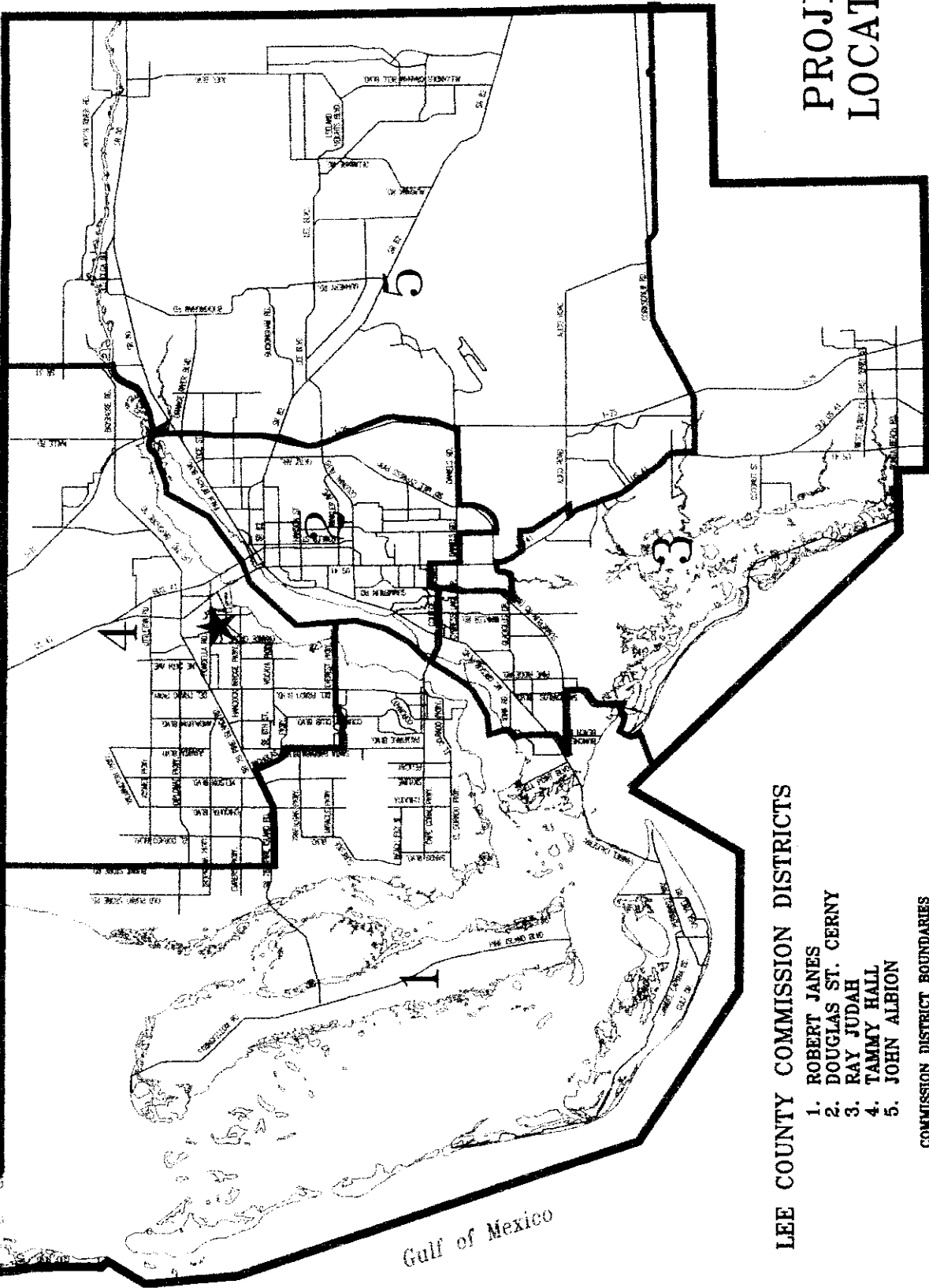
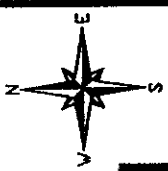
COPY

Project Engineer
(Title)

(SEAL OF ENGINEERING FIRM)



**PALM ISLAND, PHASE II-A (LOT 63) WATER MAIN RELOCATION
 09-44-24-31-00000.0630 & .0010
 COMMISSION DISTRICT #4 - HALL**



**PROJECT
 LOCATION**

LEE COUNTY COMMISSION DISTRICTS

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

COMMISSION DISTRICT BOUNDARIES
 DECEMBER 2000

COPY

CERTIFICATION OF CONTRIBUTORY ASSETS

PROJECT NAME: Palm Island Phase IIA , Lot 63

LOCATION: Section 9 -Township 44S - Range 24E

(Including STRAP)

NAME AND ADDRESS OF OWNE U.S. HOME CORPORATION
10481 SIX MILE CYPRESS PARKWAY
FORT MYERS, FL 33912
(as shown on Deed)

TYPE OF UTILITY SYSTEM: WATER
(list water, sewer and effluent reuse separately)

DESCRIPTION AND COST OF MATERIAL, LABOR, AND SERVICES

Please list each element of the system, e.g. , pipe, fire hydrants, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY	UNIT	COST	TOTAL
Tapping Sleeve	8"	1	EA	\$650.00	\$650.00
Tapping Valve	6"	1	EA	\$750.00	\$750.00
MJ 45 Degree Bend	6"	2	EA	\$150.00	\$300.00
MJ 22 1/2 Degree Bend	6"	1	EA	\$150.00	\$150.00
Long Pattern Sleeve	6"	1	EA	\$225.00	\$225.00
Ductile Iron Pipe	6"	135	LF	\$55.00	\$7,425.00
Grout existing main	6"	95	LF	\$0.00	\$0.00

TOTAL AMOUNT \$9,500.00

(If more space is required, use additional page(s). Number each page and include the name of the project).

COPY



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:

Brian Penner Vice President
(Name & Title of Certifying Agent)

OF: Mitchell + Stark Const. Co. Inc
(Firm or Corporation)

ADDRESS: 6001 Shirlor St.
Naples, FL 34105

STATE OF Florida)
) SS:
COUNTY OF Collier)

The foregoing instrument was signed and acknowledged before me this 4 day of August
2003 by Brian Penner who has produced PS60-076-59

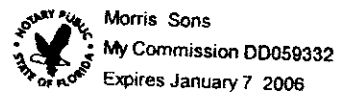
(Print or Type Name)
as identification, and who (did) (did not) take an oath.

(Type Of Identification and Number)

[Signature]
Notary Public Signature

Morris Sons
Printed Name of Notary Public

00059332
Notary Commission Number



(NOTARY SEAL)

COPY

[Small stamp]



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



FDOR10240300
 DR-219
 R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

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

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

0944243100000630

2. Mark (x) all that apply

Multi-parcel transaction? →

Transaction is a split or cutout from another parcel? →

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

3. Grantor (Seller):

EASEMENT DONATION BY:

David A. & Hope S. Chamberlain

Last First MI Corporate Name (if applicable)
9160 Palm Island Circle North Ft. Myers FL 33903 (239)9951274
 Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E. UTIL. DIR.

FOR LEE CO. BD. OF CO. COMMISSIONERS

Last First MI Corporate Name (if applicable)
P. O. BOX 398 FT. MYERS FL 33902 (239)4798181
 Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

Month / Day / Year

\$ (Round to the nearest dollar.)

Property Located In

Lee

6. Type of Document

Contract/Agreement for Deed
 Warranty Deed
 Quit Claim Deed

Other

7. Are any mortgages on the property? If "Yes", outstanding mortgage balance:

YES / NO

(Round to the nearest dollar.) \$ (00)

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES / NO

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

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Mark (x) all that apply

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO

\$ (00) Cents

12. Amount of Documentary Stamp Tax

\$

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

YES / NO

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

Signature of Grantor or Grantee or Agent

Date 12/10/04

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

To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
This copy to Property Appraiser	
O. R. Book and Page Number and File Number	
Date Recorded	

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9 0123456789
 0944243100000630

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

Transaction is a split
 or cutout from
 another parcel? →

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

EASEMENT DONATION BY: David A. & Hope S. Chamberlain

3. Grantor (Seller):

Last First MI State Corporate Name (if applicable)
 9160 Palm Island Circle North Ft. Myers FL 33903 (2399951274

4. Grantee (Buyer):

Mailing Address City State Zip Code Phone No.
 RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

\$. 0 0 Property Located In 46 County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document

Contract/Agreement for Deed Other
 Warranty Deed Quit Claim Deed

7. Are any mortgages on the property? If "Yes",
 outstanding mortgage balance:

YES NO

(Round to the nearest dollar.) \$. 0 0

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer
 such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES NO

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

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type:
 Mark (x) all
 that apply

Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property
 included in the sale/transfer? If "Yes", please state the
 amount attributable to the personal property. (Round to the nearest dollar.)

YES NO \$. 0 0

12. Amount of Documentary Stamp Tax → \$ 0.00

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

Date 12/10/04

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

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

This copy to Department of Revenue

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

Strap Number:

09-44-24-31-00000.0630

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #1

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between David A. & Hope S. Chamberlain, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

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

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

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses.

Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

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

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

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

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

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

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

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

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

Laura D. Fornaciari
(Signature of 1st Witness)

LAURA D. FORNACIARI
(Name of 1st Witness)

Erin H. Demarest
(Signature of 2nd Witness)

Erin H. Demarest
(Name of 2nd Witness)

X David A. Chamberlain
(Grantor's/Owner's Signature)

David A. Chamberlain
(Grantor's/Owner's Name)

X Hope S. Chamberlain
(Grantor's/Owner's Signature)

Hope S. Chamberlain
(Grantor's/Owner's Name)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 3rd day of Nov. ~~August~~ 2004 by David A. and Hope S. Chamberlain who has produced the following as identification _____

_____, or who is/are personally known to me and who did not take an oath.

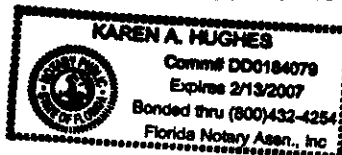
Karen A. Hughes

Notary Public Signature

KAREN A. HUGHES

Printed Name of Notary Public

(Notary Seal & Commission Number)



COPY

Approved

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 20__.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

[Type or Print Name]

[Type or Print Name]

Approved as to form by:

County Attorney's Office



COPY

COPY

JOB #: 980014.02



Neese & Associates
 Civil Engineering & Land Surveying
 12361 Metro Parkway
 Fort Myers, Florida 33912
 239-768-0077
 Fax: 239-768-3457
 LTR #33390

SKETCH (NOT A SURVEY)

12' LCU EASEMENT
 ON LOT 63

PALM ISLAND PHASE 2
 U.S. HOMES

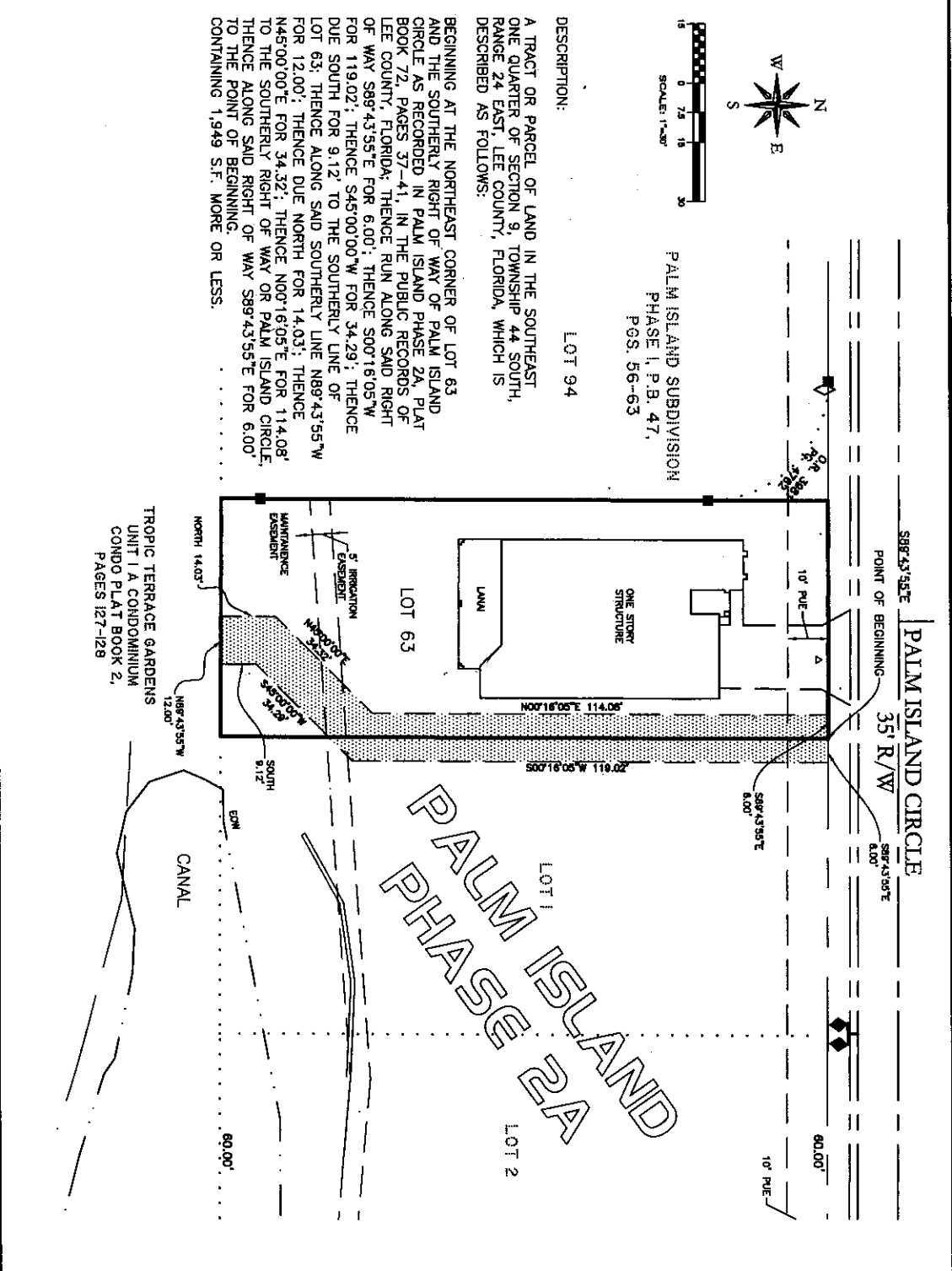
SECTION 9, TOWNSHIP 44 SOUTH, RANGE 24 EAST

NOTES:
 1. THIS DRAWING HAS BEEN PREPARED BY A TITLE INSURANCE COMPANY. THE SURVEYOR HAS NOT ASSUMED ANY LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.
 2. DRAWING IS IN ACCORDANCE WITH INFORMATION PROVIDED BY CLIENT.
 3. DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.
 4. DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

DATE: 10/1/85

FOR NEESE & ASSOCIATES
 CIVIL ENGINEERING & LAND SURVEYING
 12361 METRO PARKWAY
 FORT MYERS, FLORIDA 33912
 DATE: 10/1/85
 DRAWN BY: JLD
 CHECKED BY: CSB

SCALE: 1"=30'
 DATE OF SURVEY: N/A
 FIELD BOOK: N/A
 DATE DRAWN: 7-14-03
 DRAWN BY: JLD
 CHECKED BY: CSB
 FILE # LTR-85-10



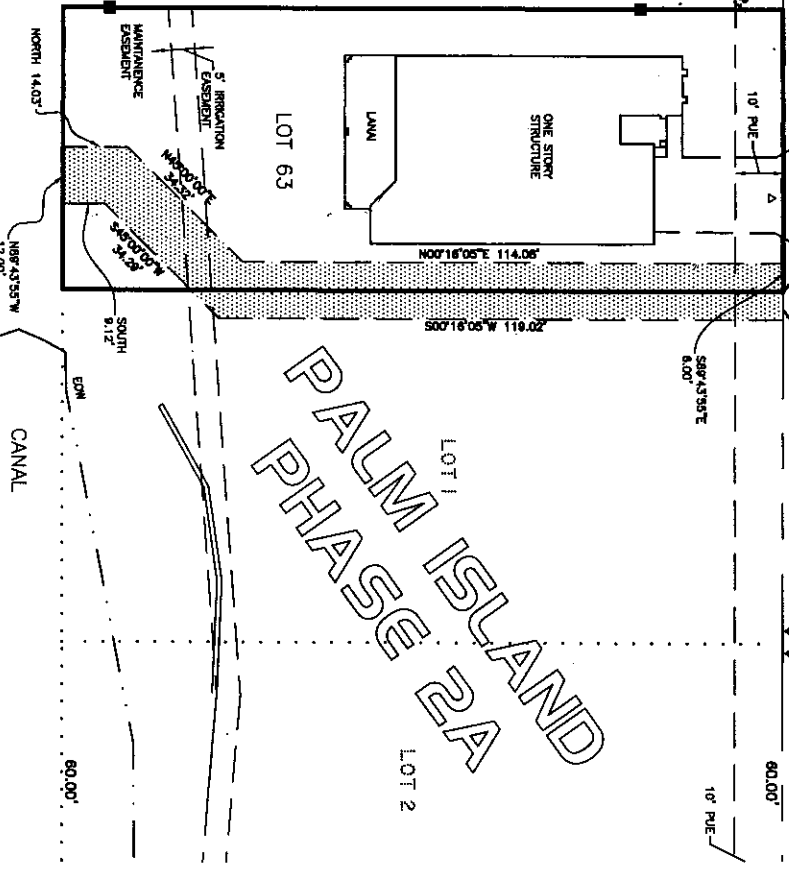
PALM ISLAND SUBDIVISION
 PHASE I, P.B. 47,
 PGS. 56-63

LOT 94

DESCRIPTION:
 A TRACT OR PARCEL OF LAND IN THE SOUTHEAST
 ONE QUARTER OF SECTION 9, TOWNSHIP 44 SOUTH,
 RANGE 24 EAST, LEE COUNTY, FLORIDA, WHICH IS
 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 63
 AND THE SOUTHERLY RIGHT OF WAY OF PALM ISLAND
 CIRCLE AS RECORDED IN PALM ISLAND PHASE 2A, PLAT
 BOOK 72, PAGES 37-41, IN THE PUBLIC RECORDS OF
 LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID RIGHT
 OF WAY S89°43'55"E FOR 6.00'; THENCE S00°18'05"W
 FOR 119.02'; THENCE S45°00'00"W FOR 34.29'; THENCE
 DUE SOUTH FOR 9.12' TO THE SOUTHERLY LINE OF
 LOT 63; THENCE ALONG SAID SOUTHERLY LINE N89°43'55"W
 FOR 12.00'; THENCE DUE NORTH FOR 14.03'; THENCE
 N45°00'00"E FOR 34.32'; THENCE N00°16'05"E FOR 114.08'
 TO THE SOUTHERLY RIGHT OF WAY OR PALM ISLAND CIRCLE,
 THENCE ALONG SAID RIGHT OF WAY S89°43'55"E FOR 6.00'
 TO THE POINT OF BEGINNING.
 CONTAINING 1,949 S.F. MORE OR LESS.

TROPIC TERRACE GARDENS
 UNIT I/A CONDOMINIUM
 CONDO PLAT BOOK 2,
 PAGES 127-128





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



FDOR10240300
DR-219
R. 07/98

(PLEASE READ INSTRUCTIONS BEFORE COMPLETING)

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) →

0944243100000010

2. Mark (x) all
that apply

Multi-parcel
transaction? →

Transaction is a split
or cutout from
another parcel? →

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

EASEMENT DONATION BY:

C. Joseph & Carol A. Girardi

3. Grantor (Seller):

Last First MI Corporate Name (if applicable)
9174 Palm Island Circle North Ft. Myers FL 33903 (239) 6566967

Mailing Address City State Zip Code Phone No.

4. Grantee (Buyer):

RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

Month Day Year

\$ (Round to the nearest dollar.)

Property
Located In

Lee

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.)

\$ (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:

Mark (x) all
that apply

Residential Commercial Industrial Agricultural Institutional/
Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property
included in the sale/transfer? If "Yes", please state the
amount attributable to the personal property. (Round to the nearest dollar.)

YES / NO

\$ (Round to the nearest dollar.)

12. Amount of Documentary Stamp Tax

\$ (Round to the nearest dollar.)

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

YES / NO

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

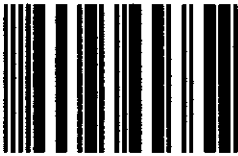
Signature of Grantor or Grantee or Agent

Date 12/10/07

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

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

This copy to Property Appraiser



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



FDOR10240300
 DR-219
 R. 07/98

Enter numbers as shown below.

If typing, enter numbers as shown below.

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

0 1 2 3 4 5 6 7 8 9

0123456789

09442431000000010

2. Mark (x) all
 that apply

Multi-parcel
 transaction? →

Transaction is a split
 or cutout from
 another parcel? →

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

EASEMENT DONATION BY:

C. Joseph & Carol A. Girardi

3. Grantor (Seller):

Last First MI Corporate Name (if applicable)
9174 Palm Island Circle North Ft. Myers FL 33903 (239)6566967

4. Grantee (Buyer):

Mailing Address City State Zip Code Phone No.
RICK DIAZ, P.E. UTIL. DIR. FOR LEE CO. BD. OF CO. COMMISSIONERS

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

Mailing Address City State Zip Code Phone No.

5. Date of Sale/Transfer

Sale/Transfer Price

\$

. 00

Property
 Located in

46

County Code

Month Day Year (Round to the nearest dollar.)

6. Type of Document

Contract/Agreement 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

\$

Cents

. 00

12. Amount of Documentary Stamp Tax

\$

0.00

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

Date

12/10/01

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

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

This copy to Department of Revenue

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

Strap Number:

09-44-24-31-00000.0010

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #2

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between C. Joseph & Carol Girardi, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

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

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

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses.

Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

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

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

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

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

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

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

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

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

X [Signature]
(Signature of 1st Witness)

Andy Pavlet
(Name of 1st Witness)

X [Signature]
(Grantor's/Owner's Signature)

Carol Girardi
(Grantor's/Owner's Name)

X [Signature]
(Signature of 2nd Witness)

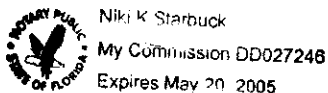
Nick Koukos
(Name of 2nd Witness)

(Grantor's Title)

(Grantor's/Owner's Name)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 4th day of Aug 2004 by Joseph Girardi, and who take an oath.
Carol Girardi



[Signature]

Notary Public Signature

Niki K Starbuck

Printed Name of Notary Public

(Notary Seal & Commission Number)

COPY

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 20__.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

[Type or Print Name]

[Type or Print Name]

Approved as to form by:

County Attorney's Office

COPY

COPY

JOB #: 980014.02



Neese & Associates
 Civil Engineering & Land Surveying
 LB #3590

12661 Metro Parkway
 Fort Myers, Florida 33912
 239-768-0077
 Fax 239-768-3457

SKETCH (NOT A SURVEY)

LCU EASEMENT
 LOT 1

PALM ISLAND PHASE 2
 U.S. HOMES

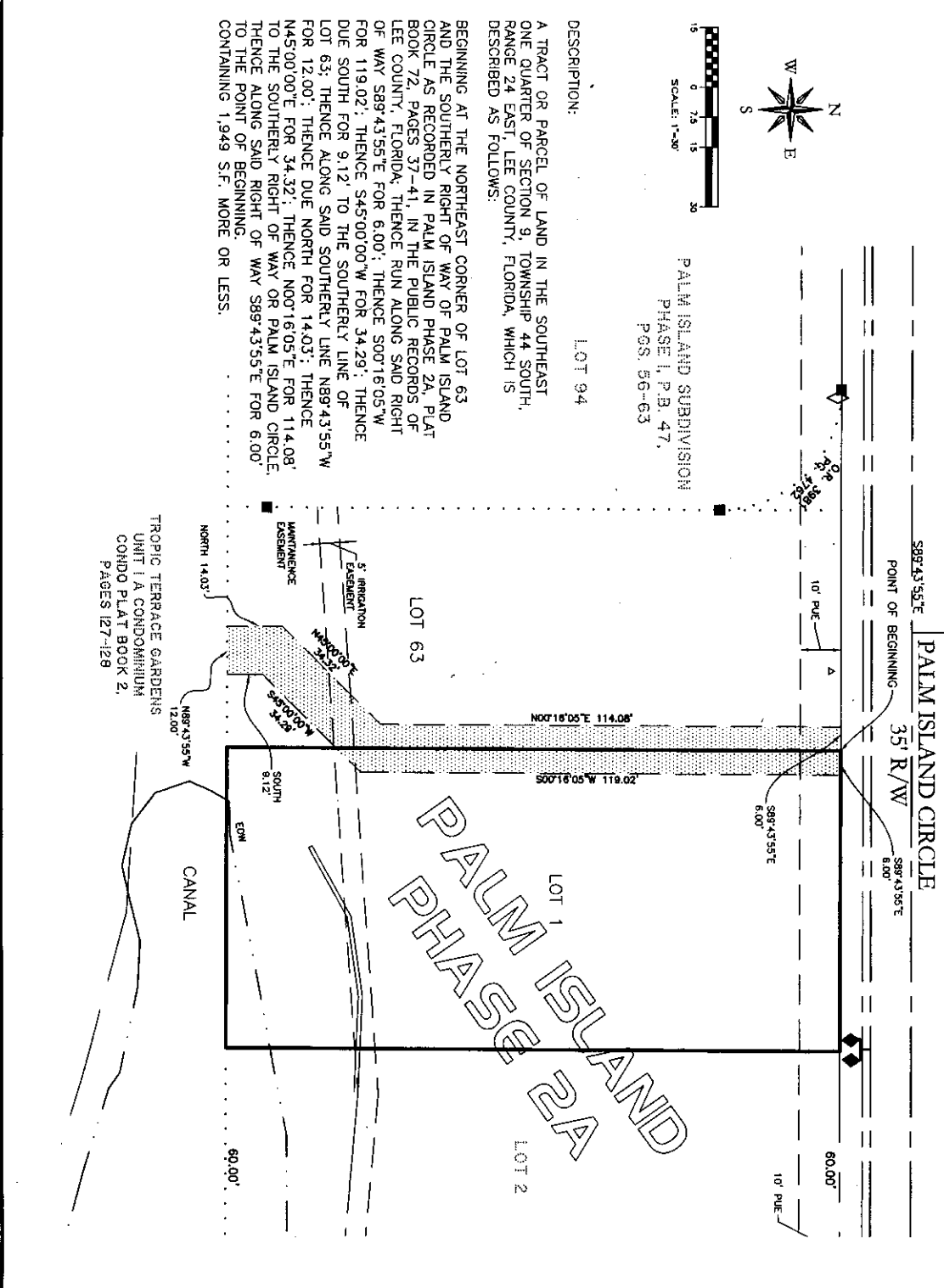
SECTION 9, TOWNSHIP 44 SOUTH, RANGE 24 EAST

NOTES:
 1. THIS DRAWING WAS MADE WITHOUT BENEFIT OF A TITLE REPORT.
 2. LINES SHOWN HEREIN WERE NOT ASSUMED FOR PURPOSES OF ANY
 3. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND
 4. BEHAVIOR ARE BASED ON THE PLAT BOOK 72, PGS. 37 THRU 41

CERTIFIED TO:

FOR NEESE & ASSOCIATES
 STATE OF FLORIDA
 LICENSE NO. 4410
 DATE SIGNED: 8/19/04

SCALE: 1"=30'
 DATE OF SURVEY: N/A
 DRAWN BY: SFS
 DATE DRAWN: 8/19/04
 CHECKED BY: EEN
 FILE # 101-1-00



PALM ISLAND SUBDIVISION
 PHASE I, P.B. 47,
 PGS. 56-63

LOT 94

DESCRIPTION:
 A TRACT OR PARCEL OF LAND IN THE SOUTHEAST
 ONE QUARTER OF SECTION 9, TOWNSHIP 44 SOUTH,
 RANGE 24 EAST, LEE COUNTY, FLORIDA, WHICH IS
 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 63
 AND THE SOUTHERLY RIGHT OF WAY OF PALM ISLAND
 CIRCLE AS RECORDED IN PALM ISLAND PHASE 2A, PLAT
 BOOK 72, PAGES 37-41, IN THE PUBLIC RECORDS OF
 LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID RIGHT
 OF WAY S89°43'55"E FOR 6.00'; THENCE S00°16'05"W
 FOR 119.02'; THENCE S45°00'00"W FOR 34.29'; THENCE
 DUE SOUTH FOR 9.12' TO THE SOUTHERLY LINE OF
 LOT 63; THENCE ALONG SAID SOUTHERLY LINE N89°43'55"W
 FOR 12.00'; THENCE DUE NORTH FOR 14.03'; THENCE
 N45°00'00"E FOR 34.32'; THENCE N00°16'05"E FOR 114.08'
 TO THE SOUTHERLY RIGHT OF WAY OF PALM ISLAND CIRCLE,
 THENCE ALONG SAID RIGHT OF WAY S89°43'55"E FOR 6.00'
 TO THE POINT OF BEGINNING,
 CONTAINING 1,949 S.F. MORE OR LESS.

TROPIC TERRACE GARDENS
 UNIT I A CONDOMINIUM
 CONDO PLAT BOOK 2,
 PAGES 127-128

CANAL

PALM ISLAND
 PHASE 2A

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department)
SUE GULLEDGE

V#111463
BS 20041572

A. AUTHORIZATION:

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

Purchase Order # N/A for PALM ISLAND, PHASE II-A, LOT 63 TWO EASEMENTS project.
ACCOUNT NO. OD5360748700.504930 -JOSEPH C. & CAROL A. GIRARDI
ORIGINAL EASEMENT TO MINUTES AFTER RECORDING, -DAVID A. & HOPE S. CHAMBERLAIN
WITH COPY TO SUE GULLEDGE, UTILITIES.

Sue Gulledge
SUE GULLEDGE Signature Authorization
11-30-04

B. SERVICE RECEIVED:

RECORDING EASEMENT

O. R. COPIES

PLAT COPIES

CASE #/INDEX FEE

DESCRIPTION OF SERVICE RECORDING

AMOUNT OF FEE INCURRED \$

(date)

(DEPUTY CLERK)

(CUSTOMER) (DEPT.)

THIS FORM GOES TO CASHIER WITH REGULAR RECEIPT ATTACHED

C. INVOICE INFORMATION: (FOR CLERK'S DEPARTMENT ONLY)

REC'D

ENTERED

CUST. # 500283

INV. #

PLEASE REMIT TO: Clerk's Accounting
P.O. BOX 2396
FORT MYERS, FLORIDA 33902-2396
White - FINANCE Yellow - DEPT FISCAL OFFICER Pink - CLERK'S OFFICE

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

Strap Number:

09-44-24-31-00000.0630

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT #1

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between David A. & Hope S. Chamberlain, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

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

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

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses.

Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

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

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

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

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

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

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

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

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

Laura D. Fornaciari
(Signature of 1st Witness)

X David A. Chamberlain
(Grantor's/Owner's Signature)

LAURA D. FORNACIARI
(Name of 1st Witness)

David A. Chamberlain
(Grantor's/Owner's Name)

Erin H. Demarest
(Signature of 2nd Witness)

X Hope S. Chamberlain
(Grantor's/Owner's Signature)

Erin H. Demarest
(Name of 2nd Witness)

Hope S. Chamberlain
(Grantor's/Owner's Name)

STATE OF FL)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 3rd day of ~~August~~ Nov. 2004 by David A. and Hope S. Chamberlain who has produced the following as identification _____

_____, or who is/are personally known to me and who did not take an oath.

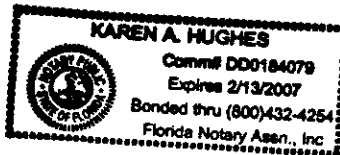
Karen A. Hughes

Notary Public Signature

KAREN A. HUGHES

Printed Name of Notary Public

(Notary Seal & Commission Number)



Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 20__.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

[Type or Print Name]

[Type or Print Name]

Approved as to form by:

County Attorney's Office



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

Strap Number:

09-44-24-31-00000.0010

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT # 2

THIS INDENTURE is made and entered into this ____ day of _____ 20__, by and between C. Joseph & Carol Girardi, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, a political sub-division of the State of Florida, hereinafter referred to as GRANTEE.

WITNESSETH:

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

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

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses.

Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

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

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

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

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

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

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

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

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

X [Signature]

(Signature of 1st Witness)

Andy Pavlet

(Name of 1st Witness)

X [Signature]

(Grantor's/Owner's Signature)

Carol Girardi

(Grantor's/Owner's Name)

X [Signature]

(Signature of 2nd Witness)

Nick Kovkos

(Name of 2nd Witness)

(Grantor's Title)

(Grantor's/Owner's Name)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 4th day of Aug 2004 by Joseph Girardi, and who take an oath.
Carol Girardi



Niki K Starbuck
My Commission DD027246
Expires May 20, 2005

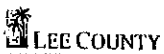
[Signature]

Notary Public Signature

Niki K Starbuck

Printed Name of Notary Public

(Notary Seal & Commission Number)



Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 20__.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

[Type or Print Name]

[Type or Print Name]

Approved as to form by:

County Attorney's Office