

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

BLUE SHEET NO: 20030160-UTL

1. REQUESTED MOTION:

ACTION REQUESTED:

Approve final acceptance, by Resolution, and recording of one Utility Easement as a donation for two 8" diameter master meter assemblies and a force main extension serving **Bay Harbor Apartments**. This is a Developer contributed asset and the project is located on the east side of McGregor approximately 1/2 mile south of Cypress Lake Drive.

WHY ACTION IS NECESSARY: To provide potable water service, fire protection and sanitary sewer service to the recently constructed multi-family residential development.

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

2. DEPARTMENTAL CATEGORY: 10
COMMISSION DISTRICT #: 3

C10D

3. MEETING DATE:

02-25-2003

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE _____
 - ORDINANCE _____
 - ADMIN. CODE _____
 - X OTHER Res. _____

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER: _____
- B. DEPARTMENT: Lee County Public Works
- C. DIVISION/SECTION: Utilities Division
- BY: Rick Diaz, Utilities Director
- DATE: 2/6/03

7. BACKGROUND:

The Board granted permission to construct on 08/27/02, Blue Sheet #20020898. Lee County Utilities requested the developer to construct a privately owned and maintained on-site gravity collection system due to the fact that no regional benefit will be provided by LCU owning and maintaining another lift station in this vicinity. Due to this request LCU prefers the on-site water system remain under private ownership as well, and this was achieved by constructing the master meters connecting to existing infrastructure located within the right-of-way of McGregor. Sanitary sewer service will be achieved by the offsite force main connection to existing infrastructure also located within the right-of-way of McGregor Boulevard.

The installation has been inspected for conformance to the Lee County Utilities Operations Manual. Satisfactory pressure and bacteriological testing have been completed. Record Drawings have been received. Engineer's Certification of Completion has been received---copy attached. Project Location Map---copy attached. The Warranty has been provided---copy attached. The Waiver of Lien has been provided---copy attached. Certification of Contributed Assets has been provided---copy attached. 100% of the connection fees have been collected.

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

SECTION 21 TOWNSHIP 45S RANGE 24E DISTRICT #3 COMMISSIONER JUDAH

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	
J. Lavender Date: 2-6-03	N/A Date:	N/A Date:	T. Osterhout Date: 2-6-03	D. Owen Date: 2-7-03	2/10/03	2/11/03	2/10/03	2/10/03	J. Lavender Date: 2-6-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 2/7/03
Time: 11:19 am
Forwarded To: Budget
2/10/03 1:55pm

RECEIVED BY COUNTY ADMIN. PM
2-7-03
2:10
COUNTY AD. FORWARDED
2/11/03

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

WHEREAS, it is the desire of Bay Harbor, LLC, owner of record, to make a contribution to Lee County Utilities of water facilities (two 8" diameter master meter assemblies), and sewer facilities (sewer force main extension) serving "**BAY HARBOR APARTMENTS**"; 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 **\$69,519.50** is hereby ACCEPTED and acknowledged as an addition to Lee County Utilities.

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

- Commissioner Bob Janes : _____ (1)
- Commissioner Douglas St. Cerny: _____ (2)
- Commissioner Ray Judah (C): _____ (3)
- Commissioner Andrew Coy: _____ (4)
- Commissioner John Albion (V-C): _____ (5)

DULY PASSED AND ADOPTED this _____ day of _____, 2003.

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

COPY

LETTER OF COMPLETION

DATE: Nov. 19, 2002

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 Bay Harbor - 1st Phase and 2nd Phase of water main construction

(Name of Development)

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

the approved plans the revised plans, attached

and:


the approved specifications the revised specifications, attached

Upon completion of the work, we observed the following successful tests of the facilities: Pressure test dated November 12, 2002

Very truly yours,

Johnson Engineering Inc.
Kevin M. Winter, P.E.

(Owner or Name of Corporation)

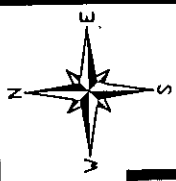


(Signature)

Partner

(Title)

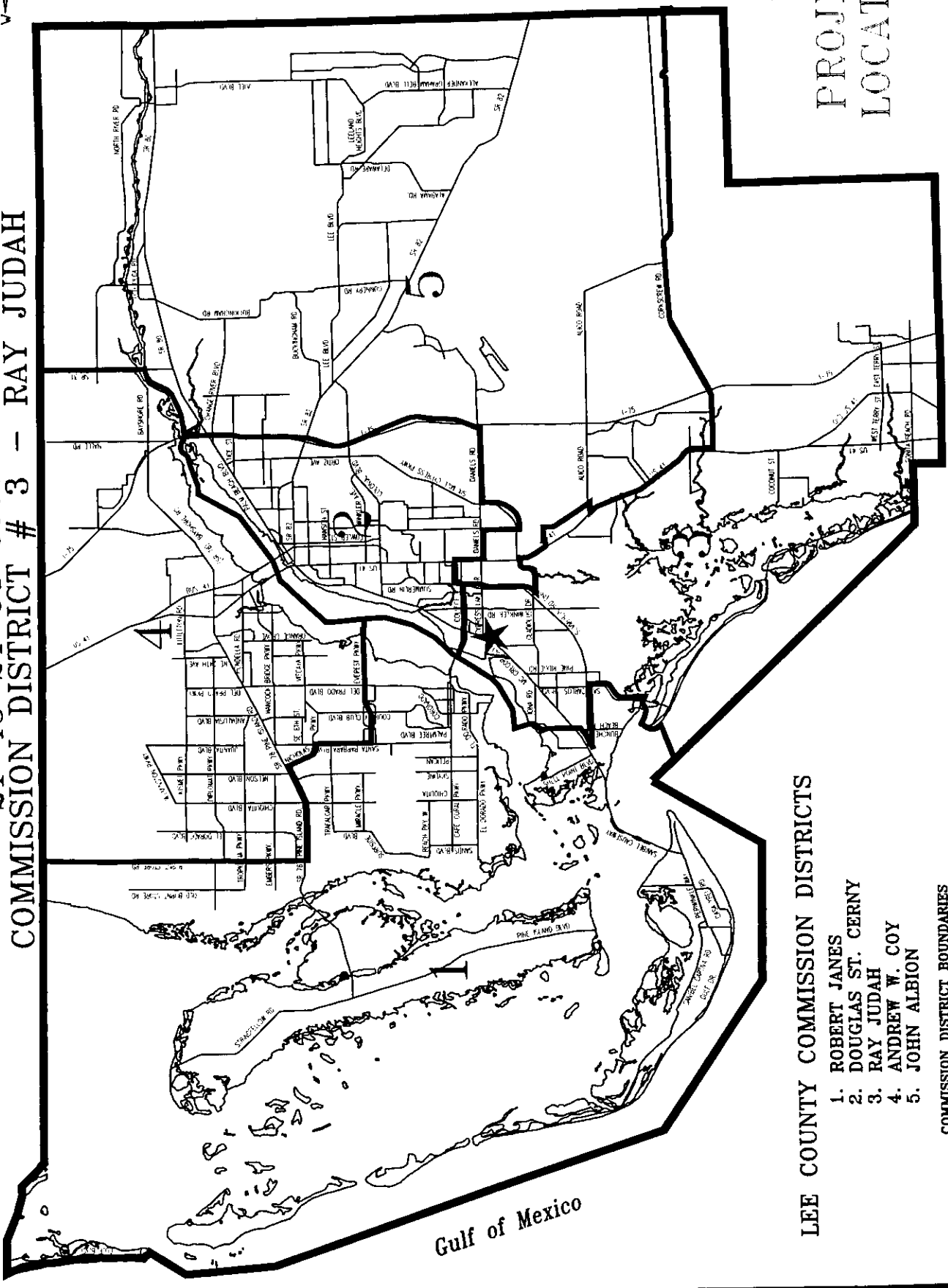
(SEAL OF ENGINEERING FIRM)



COPY

PROJECT LOCATION

BAY HARBOR
21-45-24-04-0000A.0000
COMMISSION DISTRICT # 3 - RAY JUDAH



LEE COUNTY COMMISSION DISTRICTS

1. ROBERT JANES
2. DOUGLAS ST. CERNY
3. RAY JUDAH
4. ANDREW W. COY
5. JOHN ALBION

COMMISSION DISTRICT BOUNDARIES
DECEMBER 2000

Gulf of Mexico

WARRANTY

THE UNDERSIGNED parties do hereby warrant and/or guaranty all work executed by the contractor on the water and sewer systems of (Name of Development): BAY HARBOR APARTMENTS -- MCGREGOR BLVD. -- FORT MYERS 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.

CHRISTO, INCORPORATED
(NAME OF OWNER OR CONTRACTOR)

BY: *Robert A. Keiling*
(SIGNATURE & TITLE) **ROBERT A. KEILING-PRESIDENT**

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 19TH day of

NOVEMBER, 20 02 by ROBERT A. KEILING who has produced
(Print or Type Name)

PERSONALLY KNOWN TO ME as identification, and who (did) (did not) take an oath.
(Type of Identification and Number)

Mark K. Nottingham
Notary Public Signature

Mark K. Nottingham
Printed Name of Notary Public

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

CC900356 Jan. 6, 2004
Notary Commission Number

(NOTARY SEAL)

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount
Of SIXTY NINE THOUSAND FIVE HUNDRED NINETEEN & NO/100 (\$ 69,519.50)

Hereby waives and releases its lien and right to claim a lien for labor, service, or materials

Furnished to SUMMIT CONTRACTORS on the job
(Insert name of your customer)

Of BAY HARBOR, LLC to the following described
(Insert name of the owner)

Property: BAY HARBOR APARTMENTS
(Name of Development/Project)

See Exhibit "A" for Breakdown
(Facilities Constructed)

MCGREGOR BLVD. FORT MYERS, FLORIDA
(Project Location)

21-45-24-04-0000A.0000 / .0150
(STRAP #)

Dated on JANUARY 7, 2002

By: [Signature]
(Signature of Authorized Representative)

CHRISTO, INCORPORATED
(Name of Firm or Corporation)

By: ROBERT A. KEILING
(Print Name of Authorized Representative)

4461-B HANCOCK BRIDGE PKWY
(Address)

Title: PRESIDENT

N. FORT MYERS, FL 33903
(City, State & Zip)

Phone #: 239-997-2823

Fax#: 239-997-4672

State of FLORIDA
County of LEE

The foregoing instrument was signed and acknowledged before me this 7TH day of JANUARY
2003, by Robert A. Keiling, who produced personally known to me as identification or who is personally
Known to me, and who did/did not take an oath.

NOTARY SEAL

MARK K. NOTTINGHAM
Notary Public, State of Florida
My comm. exp. Jan. 6, 2004
Comm. No. CC900356

Notary Public: [Signature]
(Signature)

Notary Public Name: MARK K. NOTTINGHAM
(Print)

My Commission Expires: JAN. 6, 2004

EXHIBIT 'A'
WAIVER ATTACHMENT

DATE: JANUARY 7, 2003

PROJECT NAME: BAY HARBOR APARTMENTS

PROJECT ADDRESS: MCGREGOR BLVD, FORT MYERS, FL

STRAP#: 21-45-24-04-0000A.0000 / .0150

DESCRIPTION OF THE UTILITY SYSTEM CONSTRUCTED:

2-16" X 10" HOT TAPS, 250 LF 20" JACK-N-BORE, 324.5 LF 10" WATER LINE,
2-10" GATE VALVES, 1-12" X 4" SEWER HOT TAP, 1-4" PLUG VALVE,
11.5 LF 4" FORCE MAIN TO SERVE PRIVATE WATER & SEWER SYSTEM FOR
NEW APARTMENT COMPLEX.

COMPLETED BY: CHRISTO, INCORPORATED - DAWN C. KEILING
1-7-03

CERTIFICATION OF CONTRIBUTORY ASSETSPROJECT NAME: BAY HARBOR APARTMENTSLOCATION: 1388/ McGREGOR BLVD. FORT MYERS, FLSTRAP# 21-45-24-04-0000A.0000 / .0150

(Including STRAP)

NAME AND ADDRESS OF OWNER: BAY HARBOR, LLC - WALLACE R. DEVLIN SR.7518 ALBERT TILLINGHAST DR. SARASOTA, FL 34240

(as shown on Deed)

TYPE 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, manholes; lift stations, meters, valves, fittings, etc.

ITEM	SIZE	QUANTITY/UNIT	COST	TOTAL
PVC C-900, DR-18	10"	261 LF	11.50	3001.50
DIP CL-50	10"	63.5 LF	25.00	1587.50
MJ 90degree BENDS	10"	5 EA	400.00	2000.00
MJ 45 degree BENDS	10"	3 EA	400.00	1200.00
TAPPING SLEEVE	16" X 10"	2 EA	1750.00	3500.00
TAPPING VALVE	10"	2 EA	1750.00	3500.00
STEEL CASING	20" X 1/4"	250 LF	175.00	43750.00
GATE VALVE	10"	2 EA	1100.00	2200.00
FLANGE X P.E. SPOOL	10" X 7'	2 EA	450.00	900.00
FLANGE 45degree BEND	10"	2 EA	500.00	1000.00
FLANGE SPOOL PIECE	10" X 2'	2 EA	150.00	300.00
O S & Y VALVE	10"	2 EA	1250.00	2500.00
FLANGED REDUCER	10" X 8"	2 EA	200.00	400.00
FLANGED REDUCER	8" X 6"	2 EA	150.00	300.00

66,139.00

TOTAL AMOUNT

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

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into this ____ day of _____, 2003, by and between Bay Harbor LLC, Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY, 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 shall 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 shall 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 shall 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 of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the 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, shall 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 shall 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. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

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. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law,

10. This easement shall 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 Ryan Bell
(Signature of 1st Witness)

Ryan Bell
(Name of 1st Witness)

x Wallace R. Devlin
(Grantor's/Owner's Signature)

WALLACE R. DEVLIN
(Grantor's/Owner's Name)

x Amanda Brewer
(Signature of 2nd Witness)

Amanda Brewer
(Name of 2nd Witness)

Owner PAY HARBOR LLC
Title MANAGER

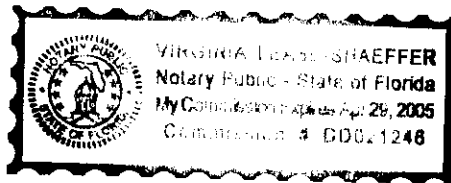
STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 14th day of JAN 2003 by x who has produced the following as identification - _____, and who did take an oath.

Virginia Leach Shaeffer
Notary Public Signature

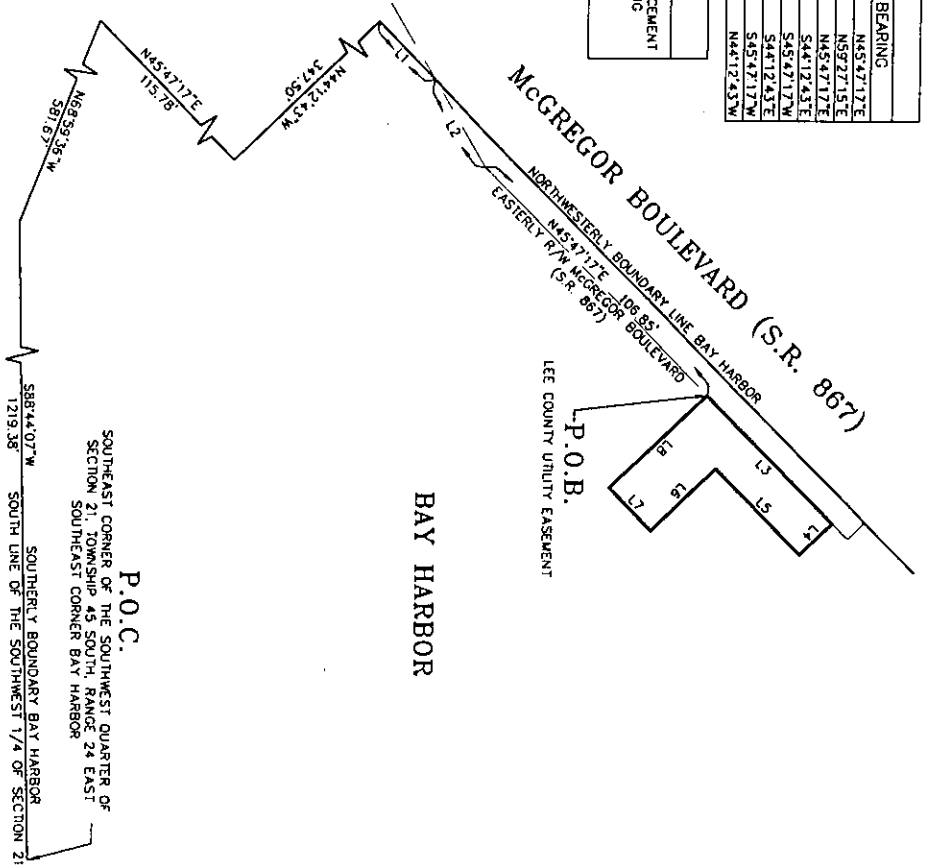
Virginia Leach Shaeffer
Printed Name of Notary Public

(Notary Seal & Commission Number)



LINE	LENGTH	BEARING
L1	27.20	N45°47'17"E
L2	31.86	N59°27'15"E
L3	60.00	N45°47'17"E
L4	15.00	S44°12'43"E
L5	40.00	S45°47'17"W
L6	30.00	S44°12'43"E
L7	20.00	S45°47'17"W
L8	45.00	N44°12'43"W

LEGEND
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R/W = RIGHT-OF-WAY
 S.R. = STATE ROAD



LEE COUNTY UTILITY EASEMENT
 SECTION 21, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
 LEE COUNTY, FLORIDA

COPY

JOHNSON
 ENGINEERING

2158 JOHNSON STREET
 FORT MYERS, FLORIDA 33902-1550
 PHONE (941) 334-1561
 FAX (941) 334-1561
 E.B. #542 & L.B. #542

SKETCH AND DESCRIPTION			
LEE COUNTY UTILITY EASEMENT			
DATE	PROJECT NO.	FILE NO.	SHEET
12/11/2002	20023324	21-45-24	1 OF 2

P.O.C.

SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21 TOWNSHIP 45 SOUTH, RANGE 24 EAST SOUTHEAST CORNER BAY HARBOR

SOUTHERLY BOUNDARY BAY HARBOR SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21

BAY HARBOR

LEE COUNTY UTILITY EASEMENT



THIS IS A SURVEY

MICHAEL A. WARD (FOR THE FIRM LB-642)
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 5301
 DATE SIGNED: 11/10/02
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



December 13, 2002

DESCRIPTION

**LEE COUNTY UTILITY EASEMENT
IN
SECTION 21, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 21, Township 45 South, Range 24 East, Lee County, Florida being more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter (SW-1/4) of Section 21, Township 45 South, Range 24 East; thence run S 88° 44' 07" W along the south line of the Southwest Quarter (SW-1/4) of said Section 21 also being the southerly boundary line of Bay Harbor for 1,219.38 feet; thence run along the boundary of said Bay Harbor the following courses; N 68° 59' 36" W for 581.67 feet, N 45° 47' 17" E for 115.78 feet, N 44° 12' 43" W for 347.50 feet and N 45° 47' 17" E for 27.20 feet to an intersection with the easterly right-of-way of McGregor Boulevard (S.R. 867); thence run N 59° 27' 15" E departing from said boundary and along said right-of-way for 33.86 feet; thence run N 45° 47' 17" E along said right-of-way for 106.85 feet to the Point of Beginning.

From said Point of Beginning continue N 45° 47' 17" E along said right-of-way for 60.00 feet; thence departing from said right-of-way run S 44° 12' 43" E for 15.00 feet; thence run S 45° 47' 17" W parallel with and 10 feet southeast (as measured at right angles) of said right-of-way for 40.00 feet; thence run S 44° 12' 43" E for 30.00 feet; thence run S 45° 47' 17" W parallel with and 45 feet southeast (as measured at right angles) of said right-of-way for 20.00 feet; thence run N 44° 12' 43" W for 45.00 feet to the Point of Beginning.

Said lands containing 1,500 square feet, more or less.

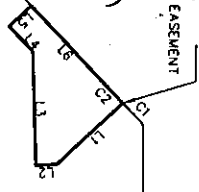
Bearings hereinabove mentioned are based on the south line of Section 21 being S 88° 44' 07" W.

20023324/Utility Easement 121302

LEE COUNTY UTILITY EASEMENT
SECTION 21, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

McGREGOR BOULEVARD (S.R. 867)
NORTHWESTERLY BOUNDARY LINE BAY HARBOR
EASTERLY R/W McGREGOR BOULEVARD (S.R. 867)

P.O.B.
LEE COUNTY UTILITY EASEMENT



58852.47' W
144.89
NORTHERLY BOUNDARY LINE BAY HARBOR

BAY HARBOR

P.O.C.
SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
SECTION 21, TOWNSHIP 45 SOUTH, RANGE 24 EAST
SE CORNER BAY HARBOR

N00°20'18"E
995.42'
EAST LINE OF THE
SOUTHWEST 1/4 & BAY HARBOR

LINE	LENGTH	BEARING
L1	30.25	S43°55.10'E
L2	6.90	S02°14.23'E
L3	38.50	S87°45.37'W
L4	11.65	S46°25.39'W
L5	10.00	N43°35.10'W
L6	33.93	N46°32.26'E

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CHORD
C1	9.78	1161.35	0°28'56"	545°48'26"W	9.78	
C2	11.07	1161.35	0°32'47"	N46°19'18"E	11.07	

LEGEND

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT-OF-WAY
S.R. = STATE ROAD

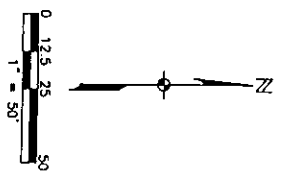
COONEY

JOHNSON
ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1330
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-3008
FAX (941) 334-3661
E.B. #542 & L.B. #542

DATE 12/12/2002
PROJECT NO. 20023324
FILE NO. 21-45-24
SCALE 1" = 50'
SHEET 1 OF 2

THIS IS A **NOTICE** SURVEY
MICHAEL A. WARD (FOR THE FIRM LB-642)
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5301
DATE SIGNED: 1/14/03
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



December 13, 2002

DESCRIPTION

**LEE COUNTY UTILITY EASEMENT
IN
SECTION 21, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 21, Township 45 South, Range 24 East, Lee County, Florida being more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter (SW-1/4) of Section 21, Township 45 south, Range 24 East; thence run N 00° 20' 18" E along the east line of the Southwest Quarter (SW-1/4) of said Section 21 also being the easterly boundary line of Bay Harbor for 995.42 feet; thence run S 88° 52' 47" W along the northerly line of said boundary for 1,444.89 feet to an intersection with the easterly right-of-way of McGregor Boulevard (S.R. 867); thence run southwesterly along said right-of-way being a curve concave to the northwest with a radius of 1,161.35 feet and a delta angle of 00° 28' 56" a chord bearing of S 45° 48' 26" W and a chord distance of 9.78 feet for 9.78 feet to the Point of Beginning.

From said Point of Beginning run S 43° 55' 10" E departing from said right-of-way for 30.25 feet; thence run S 02° 14' 23" E for 6.90 feet; thence run S 87° 45' 37" W for 38.50 feet; thence run S 46° 25' 39" W for 11.65 feet; thence run N 43° 55' 10" W for 10.00 feet to an intersection with the easterly right-of-way of McGregor Boulevard (S.R. 867); thence run N 46° 32' 26" E along said right-of-way for 33.93 feet to a point of curvature on a curve concave to the northwest; thence northeasterly along said curve having a radius of 1,161.35 feet a delta angle of 00° 32' 47" a chord bearing of N 46° 19' 18" E and a chord distance of 11.07 feet for 11.07 feet to the Point of Beginning.

Said lands containing 9191 square feet, more or less.

Bearings hereinabove mentioned are based on the east line of the Southwest Quarter (SW-1/4) of Section 21 being N 00° 02' 18" E.

20023324/Description 121302

TO: LEE COUNTY FINANCE DEPARTMENT

FROM: UTILITIES ENGINEERING
(Department) SUE GULLEDGE

A. AUTHORIZATION:

This transmittal authorizes the UTIL. ENGINEERING office to incur expenses for filing/records against: BS 20030160-UTL

Purchase Order # N/A for BAY HARBOR APARTMENTS (BAY HARBOR, LLC EASEMENT) project.

ACCOUNT NO. OD5360748700.504930

ORIGINAL EASEMENT TO MINUTES AFTER RECORDING WITH COPY TO SUE GULLEDGE, UTILITIES

Sue Gullledge
SUE GULLEDGE

Signature Authorization

B. SERVICE RECEIVED:

RECORDING _____

O. R. COPIES _____

PLAT COPIES _____

CASE #/INDEX FEE _____

DESCRIPTION OF SERVICE _____

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. # _____

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



FLORIDA DEPARTMENT OF REVENUE
RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY
(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

1. Parcel Identification Number
Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.
Parcel ID: 0123456789 0123456789

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): BAY HARBOR, LLC
Last Mailing Address: 7518 ALBERT TILLINGHAST DR, SARASOTA FL 34240
City State Zip Code Phone No.

4. Grantee (Buyer): LEE COUNTY BOARD OF COUNTY COMMISSIONERS
Last Mailing Address: P. O. BOX 398, FT. MYERS FL 33902
City State Zip Code Phone No.

5. Date of Sale/Transfer and Sale/Transfer Price
Month Day Year Sale/Transfer Price
Property Located In County Code

6. Type of Document and 7. Are any mortgages on the property?
Contract/Agreement for Deed [] Other [x]
Warranty Deed [] Quit Claim Deed [] EASEMENT DONATION
YES / NO

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 / [x] NO

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: RICK DIAZ, UTILITIES DIRECTOR Date: 2/6/03

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.

Table with 2 columns: (To be completed by the Clerk of the Circuit Court's Office) and Clerks Date Stamp. Rows include O. R. Book and Page Number, File Number, and Date Recorded.